



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Roswell District Office
P.O. Box 1397
Roswell, New Mexico 88202-1397



IN REPLY
REFER TO:

Red Lake Unit
3180 (065)

Beach Exploration, Inc.
P.O. Box 3669
Midland, TX 79702

DEC 10 1990

Gentlemen:

Your application of November 2, 1990, filed with the BLM requests the designation of the Red Lake Unit area, embracing ~~1,192~~^{1131.24} acres, more or less, Eddy County, New Mexico, as logically subject to secondary operations under the unitization provisions of the Minerals Leasing Act as amended.

Pursuant to plan regulations 43 CFR 3180, the land requested as outlined on your plat marked Beach Exploration, Inc., Red Lake Unit, Eddy County, New Mexico, is hereby designated as a logical unit area for the purpose of conducting secondary recovery operations. Waterflooding will be limited to the following interval: The Penrose section of the Queen formation, comprising the same separate reservoir as found in the following well; Beach Exploration, Inc. - New Mexico State 36 No. 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$ sec. 36, T. 16S., R. 28E., the upper limits being 1,630 subsurface feet and the lower limits being 1,720 subsurface feet, as shown by the Wellex Radioactivity Log dated March 17, 1980. This designation is valid for a period of one year from the date of this letter.

Your basis for allocation of unitized substances and your proposed form of unit agreement are acceptable. Corrections requested by the Bureau of Land Management are shown in red on pages 9 and 16 of the Form of Agreement and on Exhibits A and B.

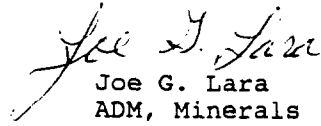
If conditions are such that further modification of said standard form is deemed necessary, three copies of the proposed modifications with appropriate justification must be submitted to this office for preliminary approval.

In the absence of any type of land requiring special provisions or any objections now apparent, a duly executed agreement identical with said form, modified as outlined as above, will be approved if submitted in approval status within a reasonable period of time. However, notice is hereby given that the right is reserved to deny approval of any executed agreement submitted which in our opinion, does not have the full commitment of sufficient lands to afford effective control of operations in the area.

When the executed agreement is transmitted to the BLM for approval, include the latest status of all acreage. In preparation of Exhibits "A" and "B", follow closely the format of the sample exhibits attached to the reprint of the aforementioned form.

Inasmuch as this unit agreement involves State and Fee land, we are sending a copy of the letter to the Commissioner of Public Lands and the NMOCD. Please contact the State of New Mexico before soliciting joinders regardless of prior contacts or clearances from the State.

Sincerely,


Joe G. Lara
ADM, Minerals

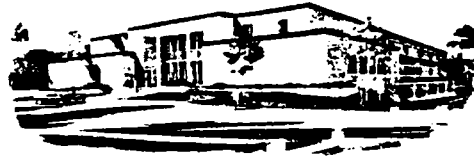
3 Enclosures

- 1 - Pages to Unit Agreement
- 2 - Exhibit A
- 3 - Exhibit B

State of New Mexico



W.R. HUMPHRIES
COMMISSIONER



Commissioner of Public Lands

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

December 12, 1990

Beach Exploration, Inc.
P.O. Box 3669
Midland, TX 79702

Re: Red Lake Unit
Lea County, New Mexico
Preliminary Unit Approval

Gentlemen:

This office has reviewed the proposal agreement and accompanying data and subject to the below listed requirements being met the Commissioner of Public Lands hereby grants preliminary approval of the Red Lake Unit.

1. A water analysis of both the formation water and the makeup water, and a determination that the makeup water will not damage the producing formations.
2. The Exhibits listed in this index of the Unit Agreement need to correspond with the Exhibits attached.

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 include the following items.

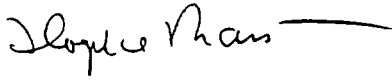
1. Application for final approval by the Commissioner of Public Lands setting forth the tracts that have been committed and those that are not committed.
2. All ratifications from the Lessee of Record and Working Interest Owners, all signatures should be acknowledged by a Notary Public and one set must contain original signatures.
3. Order of the New Mexico Oil Conservation Division. Our approval will be contingent upon subsequent favorable approval by the New Mexico Oil Conservation Division.
4. An original and one copy of both the Unit Agreement and the Unit Operating Agreement for our files. Again, the original set must contain original signatures.

5. A filing fee of thirty dollars (\$30.00) for each section of fractional part thereof. Therefore, the Red Lake Unit requires a filing fee of \$120.00.

If you have any questions please contact Clyde Langdale at (505) 827-5791.

Sincerely,

W. R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

By: 
Floyd O. Prando, Director
Oil, Gas & Minerals Division

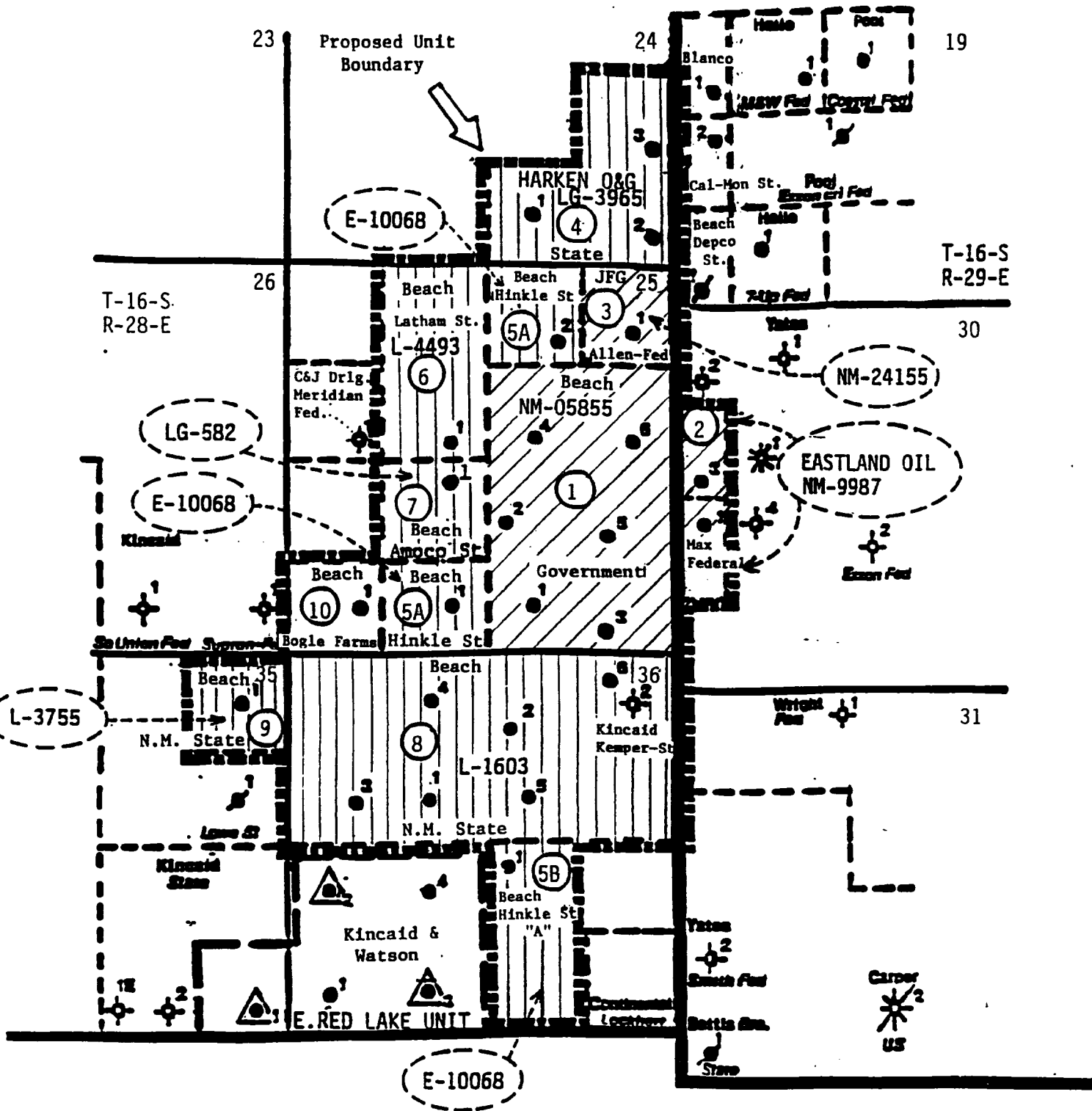
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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
 EXHIBIT "D"

UNITIZATION PARAMETER: ULTIMATE PRIMARY RECOVERY

<u>OPERATOR</u>	<u>LEASE NAME</u>	<u>ULTIMATE RECOVERY</u>	<u>%</u>
Beach Exploration	Amoco State	5,824	1.3012
Beach Exploration	Bogle Farms	8,893	1.9869
Beach Exploration	Hinkle State	74,682	16.6858
Beach Exploration	Hinkle State "A"	4,241	0.9476
Beach Exploration	Latham State	12,573	2.8091
Beach Exploration	N.M. State 35 & 36	85,877*	19.1871
Blanco	Cal-Mon State	13,367	2.9865
JFG Ent.	Allen Federal	5,208	1.1636
Pool, Fred Drig.	Max Federal # 1	15,067	3.3663
Pool, Fred Drig.	Max Federal # 3	1,404	0.3137
Spectrum 7	State 24	30,179	6.7427
Trigg, John H.	Government	<u>190,263</u>	<u>42.5095</u>
TOTAL		447,578	100.0000

* Includes 8,311 barrels of reserves for undrilled interior location on N.M. State 36 lease (Ultimate primary for N.M. State 35 & 36 = 77,566/ 7 wells = avg. of 11,081 x 75% = 8,311).




	760.00 ACRES OF STATE OF NEW MEXICO LANDS--	67.18%
	331.24 ACRES OF FEDERAL LANDS--	29.28%
	40.00 ACRES OF FEE LANDS--	3.54%
	1131.24 ACRES TOTAL	100.00%

BEACH EXPLORATION, INC.

RED LAKE UNIT
 EDDY COUNTY, NEW MEXICO

EXHIBIT "A"

PROPOSED UNIT OUTLINE

 TRACT NUMBER

SCALE: 1" = 2000' 12-13-90

NOTE: ALL LEASES WITHIN PROPOSED UNIT ARE UBB

Exhibit "B"

UNIT AGREEMENT
RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
September 4, 1990
(Revised December 17, 1990)

UNIT AGREEMENT
RED LAKE UNIT
EDDY COUNTY, NEW MEXICO

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
RED LAKE UNIT
EDDY COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 4th day of September, 1990 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 and gas interests in the Unit Area subject to this Agreement; and

WHEREAS, the Mineral Leasing Act of February 25, 1920. 41 Stat. 437, as amended, 30 U.S.C. Secs. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1 of Chapter 176, Laws of 1961) (Chapter 19, Article 10, Section 45, New Mexico Statutes 1978 Annotated), 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 (Section 1, Chapter 88, Laws 1943, as amended by Section 1, Chapter 162, Laws of 1951) (Chapter 19, Article 10, Section 47, New Mexico 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 State of New Mexico (hereinafter referred to as the "Division") is authorized by an Act of the Legislature (Chapter 72, Laws of 1935 as amended) (Chapter 70, Article 2, Section 2 et seq., New Mexico Statutes 1978 Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico is authorized by law (Chapter 65, Article 3 and Article 14, N.M.S. 1953 Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interest in the Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

1 WHEREAS, it is the purpose of the parties hereto to
2 conserve natural resources, prevent waste, and secure other
3 benefits obtainable through development and operation of the
4 area subject to this Agreement under the terms, conditions,
5 and limitations herein set forth;
6

7 NOW, THEREFORE, in consideration of the premises and the
8 promises herein contained, the parties hereto commit to this
9 Agreement their respective interest in the below-defined
10 Unit Area, and agree severally among themselves as follows:
11

12 SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral
13 Leasing Act of February 25, 1920, as amended, supra, and all
14 valid pertinent regulations, including operating and unit
15 plan regulations, heretofore issued thereunder or valid,
16 pertinent, and reasonable regulations hereafter issued
17 thereunder are accepted and made a part of this Agreement as
18 to Federal lands, provided such regulations are not
19 inconsistent with the terms of this Agreement; and as
20 to non-Federal lands, the oil and gas operating regulations
21 in effect as of the Effective Date hereof governing drilling
22 and producing operations, not inconsistent with the terms
23 hereof or the laws of the state in which the non-Federal
24 land is located, are hereby accepted and made a part of this
25 Agreement.
26

27 SECTION 2. UNIT AREA AND DEFINITIONS. For the purpose
28 of this Agreement, the following terms and expressions as
29 used herein shall mean:
30

31 (a) "Unit Area" is defined as those lands described in
32 Exhibit "B" and depicted on Exhibit "A" hereof, and such
33 land is hereby designated and recognized as constituting the
34 Unit Area, containing 1131.24 acres, more or less, in Eddy
35 County, New Mexico.
36

37 (b) "Land Commissioner" is defined as the Commissioner
38 of Public Lands of the State of New Mexico.
39

40 (c) "Division" is defined as the Oil Conservation
41 Division of the Department of Energy and Minerals of the
42 State of New Mexico.
43

44 (d) "Authorized Officer" or "A.O." is any employee of
45 the Bureau of Land Management who has been delegated the
46 required authority to act on behalf of the BLM.
47

48 (e) "Secretary" is defined as the Secretary of the
49 Interior of the United States of America, or his duly
50 authorized delegate.
51

52 (f) "Department" is defined as the Department of the
53 Interior of the United States of America.
54

55 (g) "Proper BLM Office" is defined as the Bureau of
56 Land Management office having jurisdiction over the federal
57 lands included in the Unit Area.
58

59 (h) "Unitized Formation" means that subsurface portion
60 or portions of the Unit Area commonly known as the Penrose
61 section of the Queen formation, comprising the same separate
62 reservoir as found in the following well:
63

64 Beach Exploration, Inc. - New Mexico State 36
65 No. 4, located 1980' FWL and 660' FNL, Section 36,
66 T-16-S, R-28-E, Eddy County, New Mexico, between
67 the depths of 1,630' and 1,720', as shown by the
68 Welex Radioactivity Log dated 3-17-80.

1 (i) "Unitized Substances" are all oil, gas, gaseous
2 substances, sulphur contained in gas, condensate, distillate
3 and all associated and constituent liquid or liquefiable
4 hydrocarbons, other than outside substances, within and
5 produced from the Unitized Formation.
6

7 (j) "Tract" is each parcel of land described as such
8 and given a Tract number in Exhibit "B".
9

10 (k) "Tract Participation" is defined as the percentage
11 of participation shown on Exhibit "C" for allocating
12 Unitized Substances to a Tract under this Agreement.
13

14 (l) "Unit Participation" is the sum of the percentages
15 obtained by multiplying the Working Interest of a Working
16 Interest Owner in each Tract by the Tract Participation of
17 such Tract.
18

19 (m) "Working Interest" is the right to search for,
20 produce and acquire Unitized Substances whether held as an
21 incident of ownership of mineral fee simple title, under an
22 oil and gas lease, operating agreement, or otherwise held,
23 which interest is chargeable with and obligated to pay or
24 bear, either in cash or out of production, or otherwise, all
25 or a portion of the cost of drilling, developing and
26 producing the Unitized Substances from the Unitized
27 Formation and operations thereof hereunder. Provided that
28 any royalty interest created out of a working interest
29 subsequent to the execution of this Agreement by the owner
30 of the working interest shall continue to be subject to such
31 working interest burdens and obligations.
32

33 (n) "Working Interest Owner" is any party hereto
34 owning a Working Interest, including a carried working
35 interest owner, holding an interest in Unitized Substances
36 by virtue of a lease, operating agreement, fee title or
37 otherwise. The owner of oil and gas rights that are free of
38 lease or other instrument creating a Working Interest in
39 another shall be regarded as a Working Interest Owner to the
40 extent of seven-eighths (7/8) of his interest in Unitized
41 Substances, and as a Royalty Owner with respect to his
42 remaining one-eighth (1/8) interest therein.
43

44 (o) "Royalty Interest" or "Royalty" is an interest
45 other than a Working Interest in or right to receive a
46 portion of the Unitized Substances or the proceeds thereof
47 and includes the royalty interest reserved by the lessor or
48 by an oil and gas lease and any overriding royalty interest,
49 oil payment interest, net profit contracts, or any other
50 payment or burden which does not carry with it the right to
51 search for and produce unitized substances.
52

53 (p) "Royalty Owner" is the owner of a Royalty
54 Interest.
55

56 (q) "Unit Operating Agreement" is the agreement entered
57 into by and between the Unit Operator and the Working
58 Interest Owners as provided in Section 9, infra, and shall
59 be styled "Unit Operating Agreement, Red Lake Unit, Eddy
60 County, New Mexico."
61

62 (r) "Oil and Gas Rights" is the right to explore,
63 develop and operate lands within the Unit Area for the
64 production of Unitized Substances, or to share in the
65 production so obtained or the proceeds thereof.
66

67 (s) "Outside Substances" is any substance obtained from
68 any source other than the Unitized Formation and injected
69 into the Unitized Formation.

1 (t) "Unit Manager" is any person or corporation
2 appointed by Working Interest Owners to perform the duties
3 of the Unit Operator until the selection and qualification
4 of a successor Unit Operator as provided for in Section 7
5 hereof.
6

7 (u) "Unit Operator" is the party designated by Working
8 Interest Owners under the Unit Operating Agreement to
9 conduct Unit Operations.
10

11 (v) "Unit Operations" is any operation conducted
12 pursuant to this Agreement and the Unit Operating Agreement.
13

14 (w) "Unit Equipment" is all personal property, lease
15 and well equipment, plants, and other facilities and
16 equipment taken over or otherwise acquired for the joint
17 account for use in Unit Operations.
18

19 (x) "Unit Expense" is all cost, expense, or
20 indebtedness incurred by Working Interest Owners or Unit
21 Operator pursuant to this Agreement and the Unit Operating
22 Agreement for or on account of Unit Operations.
23

24 (y) "Effective Date" is the date determined in
25 accordance with Section 24, or as redetermined in accordance
26 with Section 39.
27

28 SECTION 3. EXHIBITS. The following exhibits are
29 incorporated herein by reference: Exhibit "A" attached
30 hereto is a map showing the Unit Area and the boundaries and
31 identity of tracts and leases in said Unit Area to the
32 extent known to the Unit Operator. Exhibit "B" attached
33 hereto is a schedule showing, to the extent known to the
34 Unit Operator, the acreage comprising each Tract,
35 percentages and kind of ownership of oil and gas interests
36 in all land in the Unit Area. Exhibit "C" is a table
37 showing the Tract Participation for each tract based on
38 ultimate primary production. Exhibit "D" is a table showing
39 detailed ownership interests in the unit on a tract basis
40 and on a unit basis. However, nothing herein or in said
41 schedule or map shall be construed as a representation by
42 any party hereto as to the ownership of any interest other
43 than such interest or interests as are shown in said map or
44 schedule as owned by such party. The shapes and
45 descriptions of the respective Tracts have been established
46 by using the best information available. Each Working
47 Interest Owner is responsible for supplying Unit Operator
48 with accurate information relating to each Working Interest
49 Owner's interest. If it subsequently appears that any
50 Tract, because of diverse royalty or working interest
51 ownership on the Effective Date hereof, should be divided
52 into more than one Tract, or when any revision is requested
53 by the A.O., or any correction of any error other than
54 mechanical miscalculations or clerical is needed, then the
55 Unit Operator, which the approval of the Working Interest
56 owners, may correct the mistake by revising the exhibits to
57 conform to the facts. The revision shall not include any
58 reevaluation of engineering or geological interpretations
59 used in determining Tract Participation. Each such revision
60 of an exhibit made prior to thirty (30) days after the
61 Effective Date shall be effective as of the Effective Date.
62 Each other such revision of an exhibit shall be effective at
63 7:00 a.m. on the first day of the calendar month next
64 following the filing for record of the revised exhibit or on
65 such other date as may be determined by Working Interest
66 Owners and set forth in the revised exhibit. Copies of such
67 revision shall be filed with the Land Commissioner, and not
68 less than four copies shall be filed with the A.O. In any
69 such revision, there shall be no retroactive allocation or
70 adjustment of Unit Expense or of interests in the Unitized
71 Substances produced, or proceeds thereof.

1 SECTION 4. EXPANSION. The above described Unit Area
2 may, with the approval of the A.O. and Land Commissioner,
3 when practicable be expanded to include therein any
4 additional Tract or Tracts regarded as reasonably necessary
5 or advisable for the purposes of this Agreement provided
6 however, in such expansion there shall be no retroactive
7 allocation or adjustment of Unit Expense or of interests in
8 the Unitized Substances produced, or proceeds thereof.
9 Pursuant to Subsection (b), the Working Interest Owners may
10 agree upon an adjustment of investment by reason of the
11 expansion. Such expansion shall be effected in the
12 following manner:
13

14 (a) The Working Interest Owner or Owners of a Tract or
15 Tracts desiring to bring such Tract or Tracts into this
16 unit, shall file an application therefor with Unit Operator
17 requesting such admission.
18

19 (b) Unit Operator shall circulate a notice of the
20 proposed expansion to each Working Interest Owner in the
21 Unit Area and in the Tract proposed to be included in the
22 unit, setting out the basis for admission, the Tract
23 Participation to be assigned to each Tract in the enlarged
24 Unit Area and other pertinent data. After negotiation (at
25 Working Interest Owners' meeting or otherwise) if at least
26 three Working Interest Owners having in the aggregate
27 seventy-five percent (75%) of the Unit Participation then in
28 effect have agreed to inclusion of such Tract or Tracts in
29 the Unit area, then Unit Operator shall:
30

31 (1) After obtaining preliminary concurrence by the
32 A.O. and Land Commissioner, prepare a notice of proposed
33 expansion describing the contemplated changes in the
34 boundaries of the Unit Area, the reason therefor, the basis
35 for admission of the additional Tract or Tracts, the Tract
36 Participation to be assigned thereto and the proposed
37 effective date thereof; and
38

39 (2) Deliver copies of said notice to Land
40 Commissioner, the A.O. at the Proper BLM Office, each
41 Working Interest Owner and to the last known address of each
42 lessee and lessor whose interests are affected, advising
43 such parties that thirty (30) days will be allowed for
44 submission to the Unit Operator of any objection to such
45 proposed expansion; and
46

47 (3) File, upon the expiration of said thirty (30)
48 day period as set out in (2) immediately above with the
49 Land Commissioner and A.O. the following: (a) evidence of
50 mailing or delivering copies of said notice of expansion;
51 (b) an application for approval of such expansion, (c) an
52 instrument containing the appropriate joinders in compliance
53 with the participation requirements of Section 14, and
54 Section 34, infra; and (d) a copy of all objections received
55 along with the Unit Operator's response thereto.
56

57 The expansion shall, after due consideration of all
58 pertinent information and approval by the Land Commissioner
59 and the A.O., become effective as of the date prescribed in
60 the notice thereof, preferably the first day of the month
61 subsequent to the date of notice. The revised Tract
62 Participation of the respective Tracts included within the
63 Unit Area prior to such enlargement shall remain the same
64 ratio one to another.
65

66 SECTION 5. UNITIZED LAND. All land committed to this
67 Agreement as to the Unitized Formation shall constitute land
68 referred to herein as "Unitized Land" or "Land subject to
69 this Agreement". Nothing herein shall be construed to
70 unitize, pool, or in any way affect the oil, gas and other

1 minerals contained in or that may be produced from any
2 formation other than the Unitized Formation as defined in
3 Section 2(h) of this Agreement.
4

5 SECTION 6. UNIT OPERATOR. Beach Exploration, Inc., is
6 hereby designated the Unit Operator, and by signing this
7 instrument as Unit Operator, agrees and consents to accept
8 the duties and obligations of Unit Operator for the
9 operation, development, and production of Unitized
10 Substances as herein provided. Whenever reference is made
11 herein to the Unit Operator, such reference means the Unit
12 Operator acting in that capacity and not as an owner of
13 interests in Unitized Substances, when such interests are
14 owned by it and the term "Working Interest Owner" when used
15 herein shall include or refer to the Unit Operator as the
16 owner of a Working Interest when such an interest is owned
17 by it.
18

19 Unit Operator shall have a lien upon interests of
20 Working Interest Owners in the Unit Area to the extent
21 provided in the Unit Operating Agreement.
22

23 SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR.

24 Unit Operator shall have the right to resign at any time,
25 but such resignation shall not become effective so as to
26 release Unit Operator from the duties and obligations of
27 Unit Operator and terminate Unit Operator's rights as such
28 for a period of six (6) months after written notice of
29 intention to resign has been given by Unit Operator to all
30 Working Interest Owners, the Land Commissioner and the A.O.
31 unless a new Unit Operator shall have taken over and assumed
32 the duties and obligations of Unit Operator prior to the
33 expiration of said period.
34

35 The Unit Operator shall, upon default or failure in the
36 performance of its duties and obligation hereunder, be
37 subject to removal by Working Interest Owners having in the
38 aggregate sixty-seven percent (67%) or more of the Unit
39 Participation then in effect exclusive of the Working
40 Interest Owner who is the Unit Operator. Such removal shall
41 be effective upon notice thereof to the Land Commissioner
42 and the A.O.
43

44 In all such instances of effective resignation or
45 removal, until a successor to Unit Operator is selected and
46 approved as hereinafter provided, the Working Interest
47 Owners shall be jointly responsible for the performance of
48 the duties of the Unit Operator and shall, not later than
49 thirty (30) days before such resignation or removal becomes
50 effective, appoint a Unit Manager to represent them in any
51 action to be taken hereunder.
52

53 The resignation or removal of Unit Operator under this
54 Agreement shall not terminate its right, title or interest
55 as the owner of a Working Interest or other interest in
56 Unitized Substances, but upon the resignation or removal of
57 Unit Operator becoming effective, such Unit Operator shall
58 deliver possession of all wells, equipment, books and
59 records, materials, appurtenances and any other assets used
60 in connection with the Unit Operations to the new duly
61 qualified successor Unit Operator or to the Unit Manager if
62 no such new Unit Operator is elected. Nothing herein shall
63 be construed as authorizing the removal of any material,
64 equipment or appurtenances needed for the preservation of
65 any wells. Nothing herein contained shall be construed to
66 relieve or discharge any Unit Operator or Unit Manager who
67 resigns or is removed hereunder from any liability or duties
68 accruing or performable by it prior to the effective date of
69 such resignation or removal.

1 SECTION 8. SUCCESSOR UNIT OPERATOR. Whenever the Unit
2 Operator shall tender its resignation as Unit Operator or
3 shall be removed as hereinabove provided, the Working
4 Interest Owners shall select a successor Unit Operator as
5 herein provided. Such selection shall not become effective
6 until (a) a Unit Operator so selected shall accept in
7 writing the duties and responsibilities of Unit Operator,
8 and (b) the selection shall have been approved by the Land
9 Commissioner and the A.O. If no successor Unit Operator or
10 Unit Manager is selected and qualified as herein provided,
11 the Land Commissioner and/or the A.O., at their election,
12 may declare this Agreement terminated.
13

14 In selecting a successor Unit Operator, the affirmative
15 vote of three or more Working Interest Owners having a total
16 of sixty-seven percent (67%) or more of the total Unit
17 Participation shall prevail; provided that if any one
18 Working Interest Owner has a Unit Participation of more than
19 thirty-three percent (33%), its negative vote or failure to
20 vote shall not be regarded as sufficient unless supported by
21 the vote of one or more other Working Interest Owners having
22 a total Unit Participation of at least five percent (5%).
23 If the Unit Operator who is removed votes only to succeed
24 itself or fails to vote, the successor Unit Operator may be
25 selected by the affirmative vote of the owners of at least
26 sixty-seven percent (67%) of the Unit Participation
27 remaining after excluding the unit Participation of Unit
28 Operator so removed.
29

30 SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING
31 AGREEMENT. Costs and expenses incurred by Unit Operator in
32 conducting Unit Operations hereunder shall be paid,
33 apportioned among and borne by the Working Interest Owners
34 in accordance with the Unit Operating Agreement. Such Unit
35 Operating Agreement shall also provide the manner in which
36 the Working Interest Owners shall be entitled to receive
37 their respective proportionate and allocated share of the
38 benefits accruing hereto in conformity with their underlying
39 operating agreements, leases or other contracts and such
40 other rights and obligations as between Unit Operator and
41 the Working Interest Owners as may be agreed upon by the
42 Unit Operator and the Working Interest Owners; however, no
43 such Unit Operating Agreement shall be deemed either to
44 modify any of the terms and conditions of this Agreement or
45 to relieve the Unit Operator of any right or obligation
46 established under this Agreement, and in case of any
47 inconsistency or conflict between this Agreement and the
48 Unit Operating Agreement, this Agreement shall prevail.
49 Copies of any Unit Operating Agreement executed pursuant to
50 this Section shall be filed with the Land Commissioner and
51 with the A.O. at the Proper BLM Office as required prior to
52 approval of this Agreement.
53

54 SECTION 10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR.
55 Except as otherwise specifically provided herein, the
56 exclusive right, privilege and duty of exercising any and
57 all rights of the parties hereto including surface rights
58 which are necessary or convenient for prospecting for,
59 producing, storing, allocating and distributing the Unitized
60 Substances are hereby delegated to and shall be exercised by
61 the Unit Operator as herein provided. Upon request,
62 acceptable evidence of title to said rights shall be
63 deposited with said Unit Operator, and together with this
64 Agreement, shall constitute and define the rights,
65 privileges and obligations of Unit Operator. Nothing
66 herein, however, shall be construed to transfer title to any
67 land or to any lease or operating agreement, it being
68 understood that under this Agreement the Unit Operator, in
69 its capacity as Unit Operator, shall exercise the rights of
70 possession and use vested in the parties hereto only for the

1 purposes herein specified.
2

3 SECTION 11. PLAN OF OPERATIONS. It is recognized and
4 agreed by the parties hereto that all of the land subject to
5 this agreement is reasonably provided to be productive of
6 Unitized Substances and that the objective and purpose of
7 this Agreement is to formulate and to put into effect an
8 improved recovery project in order to effect additional
9 recovery of Unitized Substances, prevent waste and conserve
10 natural resources. Unit Operator shall have the right to
11 inject into the Unitized Formation any substances for
12 secondary recovery or enhanced recovery purposes in
13 accordance with a plan of operation approved by the Working
14 Interest Owners, the A.O., the Land Commissioner and the
15 Division, including the right to drill and maintain
16 injection wells on the Unitized Land and completed in the
17 Unitized Formation, and to use abandoned well or wells
18 producing from the Unitized Formation for said purpose.
19 Subject to like approval, the Plan of Operation may be
20 revised as conditions may warrant.
21

22 The initial Plan of Operation shall be filed with the
23 A.O., the Land Commissioner and the Division concurrently
24 with the filing of this Unit Agreement for final approval.
25 Said initial plan of operations and all revisions thereof
26 shall be as complete and adequate as the A.O., the Land
27 Commissioner and the Division may determine to be necessary
28 for timely operation consistent herewith. Upon approval of
29 this Agreement and the initial plan by the A.O. and
30 Commissioner, said plan, and all subsequently approved
31 plans, shall constitute the operating obligations of the
32 Unit Operator under this Agreement for the period specified
33 therein. Thereafter, from time to time before the
34 expiration of any existing plan, the Unit Operator shall
35 submit for like approval a plan for an additional specified
36 period of operations. After such operations are commenced,
37 reasonable diligence shall be exercised by the Unit Operator
38 in complying with the obligations of the approved Plan of
39 Operation.
40

41 Notwithstanding anything to the contrary herein
42 contained, should the Unit Operator fail to commence Unit
43 Operations for the secondary recovery of Unitized Substances
44 from the Unit Area within eighteen (18) months after the
45 effective date of this Agreement or any extension thereof
46 approved by the A.O., this Agreement shall terminate
47 automatically as of the date of default.
48

49 SECTION 12. USE OF SURFACE AND USE OF WATER. The
50 parties to the extent of their rights and interests, hereby
51 grant to Unit Operator the right to use as much of the
52 surface, including the water thereunder, of the Unitized
53 Land as may reasonably be necessary for Unit Operations.
54

55 Unit Operator's free use of water or brine or both for
56 Unit Operations, shall not include any water from any well,
57 lake, pond or irrigation ditch of a surface owner, unless
58 approval for such use is granted by the surface owner.
59

60 Unit Operator shall pay the surface owner for damages to
61 growing crops, fences, improvements and structures on the
62 Unitized Land that result from Unit Operations, and such
63 payments shall be considered as items of unit expense to be
64 borne by all the Working Interest Owners of lands subject
65 hereto.
66

67 SECTION 13. TRACT PARTICIPATION. In Exhibit "C"
68 attached hereto there are listed and numbered the various
69 Tracts within the Unit Area, and set forth opposite each
70 Tract are figures which represent the Tract Participation,

1 during Unit Operations if all Tracts in the Unit Area
2 qualify as provided herein.

3
4 In the event less than all Tracts are qualified on the
5 Effective Date hereof, the Tract Participation shall be
6 calculated on the basis of all such qualified Tracts rather
7 than all Tracts in the Unit Area.

8
9 SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and
10 after the Effective Date hereof, the Tracts within the Unit
11 area which shall be entitled to participation in the
12 production of Unitized Substances shall be those Tracts more
13 particularly described in Exhibit "B" that corner or have a
14 common boundary (Tracts separated only by a public road or a
15 railroad right-of-way shall be considered to have a common
16 boundary), and that otherwise qualify as follows:

17
18 (a) Each tract as to which Working Interest Owners
19 owning one hundred percent (100%) of the Working Interest
20 have become parties to this Agreement and as to which
21 Royalty Owners owning seventy-five percent (75%) or more of
22 the Royalty Interest have become parties to this agreement.

23
24 (b) Each Tract as to which Working Interest Owners
25 owning one hundred percent (100%) of the Working Interest
26 have become parties to this Agreement, and as to which
27 Royalty Owners owning less than seventy-five percent (75%)
28 of the Royalty Interest have become parties to this
29 Agreement, and as to which (1) the Working Interest Owner
30 who operates the Tract and Working Interest Owners owning at
31 least seventy-five percent (75%) of the remaining Working
32 Interest in such Tract have joined in a request for the
33 inclusion of such Tract, and as to which (2) Working
34 Interest Owners owning at least seventy-five percent (75%)
35 of the combined Unit Participation in all Tracts that meet
36 the requirements of Section 14(a) above have voted in favor
37 of the inclusion of such tract.

38
39 (c) Each Tract as to which Working Interest Owners
40 owning less than one hundred percent (100%) of the Working
41 Interest have become parties to this Agreement, regardless
42 of the percentage of Royalty Interest therein that is
43 committed hereto; and as to which (1) the Working Interest
44 Owner who operates the Tract and Working Interest Owner
45 owning at least seventy-five percent (75%) of the remaining
46 Working Interest in such Tract who have become parties to
47 this Agreement have joined in a request for inclusion of
48 such Tract, and have executed and delivered, or obligated
49 themselves to execute and deliver an indemnity agreement
50 indemnifying and agreeing to hold harmless the other owners
51 of committed Working Interests, their successors and
52 assigns, against all claims and demands that may be made by
53 the owners of Working Interest in such Tract who are not
54 parties to this Agreement, and which arise out of the
55 inclusion of the Tract; and as to which (2) Working Interest
56 Owners owning at least seventy-five percent (75%) of the
57 Unit Participation in all Tracts that meet the requirements
58 of Section 14(a) and 14(b) have voted in favor of the
59 inclusion of such Tract and to accept the indemnity
60 agreement. Upon the inclusion of such a Tract, the Tract
61 Participations which would have been attributed to the
62 nonsubscribing owners of Working Interest in such Tract had
63 they become parties to this Agreement and the Unit Operating
64 Agreement, shall be attributed to the Working Interest
65 Owners in such Tract who have become parties to such
66 agreements, and joined in the indemnity agreement, in
67 proportion to their respective Working Interests in the
68 Tract.

1 If on the Effective Date of this Agreement there is any
2 Tract or Tracts which have not been effectively committed to
3 or made subject to this Agreement by qualifying as above
4 provided, then such Tract or Tracts shall not be entitled
5 to participate hereunder. Unit Operator shall, when
6 submitting this Agreement for final approval by the Land
7 Commissioner and the A.O., file therewith a schedule of
8 those tracts which have been committed and made subject to
9 this Agreement and are entitled to participate in Unitized
10 Substances. Said schedule shall set forth opposite each
11 such committed Tract the lease number or assignment number,
12 the owner of record of the lease, and the percentage
13 participation of such tract which shall be computed
14 according to the participation formula set forth in Section
15 13 (Tract Participation) above. This schedule of
16 participation shall be revised Exhibit "B" and upon approval
17 thereof by the Land Commissioner and the A.O., shall become
18 a part of this Agreement and shall govern the allocation of
19 production of Unitized Substances until a new schedule is
20 approved by the Land Commissioner and A.O.

21
22 SECTION 15.A. ALLOCATION OF UNITIZED SUBSTANCES. All
23 Unitized Substances produced and saved (less save and except
24 any part of such Unitized Substances used in conformity with
25 good operating practices on unitized land for drilling,
26 operating, camp and other production or development purposes
27 and for injection or unavoidable loss in accordance with a
28 Plan of Operation approved by the A.O. and Land
29 Commissioner) shall be apportioned among and allocated to
30 the qualified Tracts in accordance with the respective Tract
31 Participations effective hereunder during the respective
32 periods such Unitized Substances were produced, as set forth
33 in the schedule of participation in Exhibit "C". The amount
34 of Unitized Substances so allocated to each Tract, and only
35 that amount (regardless of whether it be more or less than
36 the amount of the actual production of Unitized Substances
37 from the well or wells, if any, on such Tract) shall, for
38 all intents, uses and purposes, be deemed to have been
39 produced from such Tract.

40
41 The Unitized Substances allocated to each Tract shall be
42 distributed among, or accounted for, to the parties entitled
43 to share in the production from such Tract in the same
44 manner, in the same proportions, and upon the same
45 conditions, as they would have participated and shared in
46 the production from such Tracts, or in the proceeds thereof,
47 had this Agreement not been entered into; and with the same
48 legal force and effect.

49
50 No Tract committed to this Agreement and qualified for
51 participation as above provided shall be subsequently
52 excluded from participation hereunder on account of
53 depletion of Unitized Substances.

54
55 If the Working Interest and/or the Royalty Interest in
56 any Tract are divided with respect to separate parcels or
57 portions of such Tract and owned now or hereafter in
58 severalty by different persons, the Tract Participation
59 shall in the absence of a recordable instrument executed by
60 all owners in such Tract and furnished to Unit Operator
61 fixing the divisions of ownership, be divided among such
62 parcels or portions in proportion to the number of surface
63 acres in each.

64
65 SECTION 15.B TAKING UNITIZED SUBSTANCES IN KIND. The
66 Unitized Substances allocated to each Tract shall be
67 delivered in kind to the respective parties entitled thereto
68 by virtue of the ownership of oil and gas rights therein.
69 Each such party shall have the right to construct, maintain
70 and operate all necessary facilities for that purpose within

1 the Unitized Area, provided the same are so constructed,
2 maintained and operated as not to interfere with Unit
3 Operations. Subject to Section 17 hereof, any extra
4 expenditure incurred by Unit Operator by reason of the
5 delivery in kind of any portion of the Unitized Substances
6 shall be borne by the party taking delivery. In the event
7 any Working Interest Owner shall fail to take or otherwise
8 adequately dispose of its proportionate share of the
9 production from the Unitized Formation, then so long as such
10 condition continues, Unit Operator, for the account and at
11 the expense of the Working Interest Owner of the Tract or
12 Tracts concerned, and in order to avoid curtailing the
13 operation of the Unit Area, may, but shall not be required
14 to sell or otherwise dispose of such production to itself or
15 to others, provided that all contracts of sale by Unit
16 Operator of any other party's share of Unitized Substances
17 shall be only for such reasonable periods of time as are
18 consistent with the minimum needs of the industry under the
19 circumstances, but in no event shall any such contract be
20 for a period in excess of one year, and at not less than the
21 prevailing market price in the area for like production, and
22 the account of such Working Interest Owner shall be charged
23 therewith as having received such production. The net
24 proceeds, if any, of the Unitized Substances so disposed of
25 by Unit Operator shall be paid to the Working Interest Owner
26 of the Tract or Tracts concerned. Notwithstanding the
27 foregoing, Unit Operator shall not make a sale into
28 interstate commerce of any Working Interest Owner's share of
29 gas production without first giving such Working Interest
30 Owner sixty (60) days notice of such intended sale.

31
32 Any Working Interest Owner receiving in kind or
33 separately disposing of all or any part of the Unitized
34 Substances allocated to any Tract, or receiving the proceeds
35 therefrom if the same is sold or purchased by Unit Operator,
36 shall be responsible for the payment of all royalty,
37 overriding royalty and production payments due thereon, and
38 each such party shall hold each other Working Interest Owner
39 harmless against all claims, demands and causes of action by
40 owners of such royalty, overriding royalty and production
41 payments.

42
43 If, after the Effective Date of this Agreement, there is
44 any Tract or Tracts that are subsequently committed hereto,
45 as provided in Section 4 (Expansion) hereof, or any Tract or
46 Tracts within the Unit Area not committed hereto as of the
47 Effective Date hereof but which are subsequently committed
48 hereto under the provisions of Section 14 (Tracts Qualified
49 for Participation) and Section 32 (Nonjoinder and Subsequent
50 Joinder); or if any Tract is excluded from this Agreement as
51 provided for in Section 21 (Loss of Title), the schedule of
52 participation as shown in Exhibit "C" shall be revised by
53 the Unit Operator; and the revised Exhibit "B", upon
54 approval by the Land Commissioner and the A.O., shall govern
55 the allocation of production on and after the effective date
56 thereof until a revised schedule is approved as hereinabove
57 provided.

58
59 SECTION 16. OUTSIDE SUBSTANCES. If gas obtained from
60 formations not subject to this Agreement is introduced into
61 the Unitized Formation for use in repressuring, stimulating
62 of production or increasing ultimate recovery which shall be
63 in conformity with a Plan of Operation first approved by the
64 Land Commissioner and the A.O., a like amount of gas with
65 appropriate deduction for loss or depletion from any cause
66 may be withdrawn from unit wells completed in the Unitized
67 Formation royalty free as to dry gas, but not royalty free
68 as to the products extracted therefrom; provided that such
69 withdrawal shall be at such time as may be provided in the
70 approved Plan of Operator or as otherwise may be consented

1 to or prescribed by the Land Commissioner and the A.O. as
2 conforming to good petroleum engineering practices and
3 provided further that such right of withdrawal shall
4 terminate on the termination date of this Agreement.
5

6 SECTION 17. ROYALTY SETTLEMENT. The State of New
7 Mexico and United States of America and all Royalty Owners
8 who, under an existing contract, are entitled to take in
9 kind a share of the substances produced from any Tract
10 unitized hereunder, shall continue to be entitled to such
11 right to take in kind their share of the Unitized Substances
12 allocated to such Tract, and Unit Operator shall make
13 deliveries of such Royalty share taken in kind in conformity
14 with the applicable contracts, laws and regulations.
15 Settlement for Royalty not taken in kind shall be made by
16 Working Interest Owners responsible therefor under existing
17 contracts, laws and regulations on or before the last day of
18 each month for Unitized Substances produced during the
19 preceding calendar month; provided, however, that nothing
20 herein contained shall operate to relieve the lessees of any
21 land from their respective lease obligations for the payment
22 of any Royalty due under the leases, except that such
23 Royalty shall be computed on Unitized Substances as
24 allocated to each Tract in accordance with the terms of this
25 Agreement. With respect to Federal leases committed hereto
26 on which the royalty rate depends upon the daily average
27 production per well, such average production shall be
28 determined in accordance with the operating regulations
29 pertaining to Federal leases as though the committed Tracts
30 were included in a single consolidated lease.
31

32 If the amount of production or the proceeds thereof
33 accruing to any Royalty Owner (except the United States of
34 America) in a Tract depends upon the average production per
35 well or the average pipeline runs per well from such Tract
36 during any period of time, then such production shall be
37 determined from and after the effective date hereof by
38 dividing the quantity of Unitized Substances allocated
39 hereunder to such tract during such period of time by the
40 number of wells located thereon capable of producing Unitized
41 Substance as of the Effective Date hereof, provided that any
42 Tract not having any well so capable of producing Unitized
43 Substances on the Effective Date hereof shall be considered
44 as having one such well for the purpose of this provision.
45
46

47 All Royalty due the State of New Mexico and the United
48 States of America and the other Royalty Owners hereunder
49 shall be computed and paid on the basis of all Unitized
50 Substances allocated to the respective Tract or Tracts
51 committed hereto, in lieu of actual production from such
52 Tract or Tracts.
53

54 With the exception of Federal and state requirements to
55 the contrary, Working Interest Owners may use or consume
56 Unitized Substances for Unit Operations and no Royalty,
57 overriding royalty, production or other payments shall be
58 payable on account of Unitized Substances used, lost, or
59 consumed in Unit Operations.
60

61 Each Royalty Owner (other than the State of New Mexico
62 and the United States of America) that executes this
63 Agreement represents and warrants that it is the owner of a
64 Royalty Interest in a Tract or Tracts within the Unit Area
65 as its interest appears in Exhibit "B" attached hereto. If
66 any Royalty Interest in a Tract or Tracts should be lost
67 by title failure or otherwise in whole or in part, during
68 the term of this Agreement, then the Royalty Interest of the
69 party representing himself to be the owner thereof shall be
70 reduced proportionately and the interest of all parties
71 shall be adjusted accordingly.

1 SECTION 18. Rental Settlement. Rentals or minimum
2 Royalties due on the leases committed hereto shall be paid
3 by Working Interest Owners responsible therefor under
4 existing contracts, laws and regulations provided that
5 nothing herein contained shall operate to relieve the
6 lessees of any land from their respective lease obligations
7 for the payment of any rental or minimum Royalty in lieu
8 thereof, due under their leases. Rentals for lands of the
9 State of New Mexico subject to this Agreement shall be paid
10 at the rate specified in the respective leases from the
11 State of New Mexico. Rental or minimum Royalty for lands of
12 the United States of America subject to this Agreement shall
13 be paid at the rate specified in the respective leases from
14 the United States of America, unless such rental or minimum
15 Royalty is waived, suspended or reduced by law or by
16 approval of the Secretary or his duly authorized
17 representative.

18
19 SECTION 19. CONSERVATION. Operations hereunder and
20 production of Unitized Substances shall be conducted to
21 provide for the most economical and efficient recovery of
22 said substances without waste, as defined by or pursuant to
23 Federal and State laws and regulations.

24
25 SECTION 20. DRAINAGE. The Unit Operator shall take all
26 reasonable and prudent measures to prevent drainage of
27 Unitized Substances from unitized land by wells on land not
28 subject to this Agreement.

29
30 The Unit Operator, upon approval by the Working Interest
31 Owners, the A.O. and the Land Commissioner, is hereby
32 empowered to enter into a borderline agreement or agreements
33 with working interest owners of adjoining lands not subject
34 to the Agreement with respect of operation in the border
35 area for the maximum economic recovery, conservation
36 purposes and proper protection of the parties and interest
37 affected.

38
39 SECTION 21. LOSS OF TITLE. In the event title to any
40 tract of unitized land shall fail and the true owner cannot
41 be induced to join in this Agreement, such tract shall be
42 automatically regarded as not committed hereto, and there
43 shall be such readjustment of future costs and benefits as
44 may be required on account of the loss of such title. In
45 the event of a dispute as to title to any royalty, Working
46 Interest, or other interests subject thereto, payment or
47 delivery on account thereof may be withheld without
48 liability for interest until the dispute is finally settled;
49 provided, that, as to State or Federal lands or leases, no
50 payments of funds due the United States or the State of New
51 Mexico shall be withheld, but such funds shall be deposited
52 as directed by the A.O. or Land Commissioner (as the case
53 may be) to be held as unearned money pending final
54 settlement of the title dispute, and then applied as earned
55 or returned in accordance with such final settlement.

56
57 If the title or right of any party claiming the right to
58 receive in kind all or any portion of the Unitized
59 Substances allocated to a Tract is in dispute, Unit Operator
60 at the direction of Working Interest Owners shall either:

61
62 (a) require that the party to whom such Unitized
63 Substances are delivered or to whom the proceeds thereof are
64 paid furnish security for the proper accounting therefor to
65 the rightful owner if the title or right of such party fails
66 in whole or in part, or

67
68 (b) withhold and market the portion of Unitized
69 Substances with respect to which title or right is in
70 dispute, and impound the proceeds thereof until such time as

1 the title or right thereto is established by a final
2 judgment of a court of competent jurisdiction or otherwise
3 to the satisfaction of Working Interest Owners, whereupon
4 the proceeds so impounded shall be paid to the party
5 rightfully entitled thereto.
6

7 Each Working Interest Owner shall indemnify, hold
8 harmless, and defend all other Working Interest Owners
9 against any and all claims by any party against the interest
10 attributed to such Working Interest Owner on Exhibit "B".
11

12 Unit Operator as such is relieved from any
13 responsibility for any defect or failure of any title
14 hereunder.
15

16 SECTION 22. LEASES AND CONTRACTS CONFORMED AND
17 EXTENDED. The terms, conditions and provisions of all
18 leases, subleases and other contracts relating to
19 exploration, drilling, development or operation for oil or
20 gas on lands committed to this Agreement are hereby
21 expressly modified and amended to the extent necessary to
22 make the same conform to the provisions hereof, but
23 otherwise to remain in full force and effect, and the
24 parties hereto hereby consent that the Secretary and the
25 Land Commissioner, respectively, shall and by their approval
26 hereof, or by the approval hereof by their duly authorized
27 representatives, do hereby establish, alter, change or
28 revoke the drilling, producing, rental, minimum Royalty and
29 Royalty requirements of Federal and State leases committed
30 hereto and the regulations in respect thereto to conform
31 said requirements to the provisions of this Agreement.
32

33 Without limiting the generality of the foregoing, all
34 leases, subleases and contracts are particularly modified in
35 accordance with the following:
36

37 (a) The development and operation of lands subject
38 to this Agreement under the terms hereof shall be deemed
39 full performance of all obligations for development and
40 operation with respect to each Tract subject to this
41 Agreement, regardless of whether there is any development of
42 any Tract of the Unit Area, notwithstanding anything to the
43 contrary in any lease, operating agreement or other contract
44 by and between the parties hereto, or their respective
45 predecessors in interest, or any of them.
46

47 (b) Drilling, producing or improved recovery operations
48 performed hereunder shall be deemed to be performed upon and
49 for the benefit of each Tract, and no lease shall be deemed
50 to expire by reason of failure to drill or produce wells
51 situated on the land therein embraced.
52

53 (c) Suspension of drilling or producing operations
54 within the Unit Area pursuant to direction or consent of the
55 Land Commissioner and the A.O., or their duly authorized
56 representatives, shall be deemed to constitute such
57 suspension pursuant to such direction or consent as to each
58 Tract within the Unitized Area.
59

60 (d) Each lease, sublease, or contract relating to the
61 exploration, drilling, development, or operation for oil and
62 gas which by its terms might expire prior to the termination
63 of this Agreement, is hereby extended beyond any such term
64 so provided therein, so that it shall be continued in full
65 force and effect for and during the term of this Agreement.
66

67 (e) Any lease embracing lands of the State of New
68 Mexico which is made subject to this Agreement shall
69 continue in force beyond the term provided therein as to the
70 lands committed hereto until the termination hereof.

1 (f) Any lease embracing lands of the State of New
2 Mexico having only a portion of its land committed hereto
3 shall be segregated as to that portion committed and that
4 not committed, and the terms of such lease shall apply
5 separately to such segregated portions commencing as of the
6 Effective Date hereof as provided, however, that
7 notwithstanding any of the provisions of this Agreement to
8 the contrary, such lease (including both segregated
9 portions) shall continue in full force and effect beyond the
10 term provided therein as to all lands embraced in such lease
11 if oil or gas is, or has heretofore been discovered in
12 paying quantities on some part of the lands embraced in such
13 lease committed to this Agreement or, so long as a portion
14 of the Unitized Substances produced from the Unit area is,
15 under the terms of this Agreement, allocated to the portion
16 of the lands covered by such lease committed to this
17 Agreement, or, at any time during the term hereof, as to any
18 lease that is then valid and subsisting and upon which the
19 lessee or the Unit Operator is then engaged in bonafide
20 drilling, reworking, or improved recovery operations on any
21 part of the lands embraced in such lease, then the same as
22 to all lands embraced therein shall remain in full force and
23 effect so long as such operations are diligently prosecuted,
24 and if they result in the production of oil or gas, said
25 lease shall continue in full force and effect as to all of
26 the lands embraced therein, so long thereafter as oil or gas
27 in paying quantities is being produced from any portion of
28 said lands.
29

30 (g) The segregation of any Federal lease committed to
31 this Agreement is governed by the following provision in the
32 fourth paragraph of Section 17(j) of the Mineral Leasing
33 Act, as amended by the Act of September 2, 1960 (74 Stat.
34 781-784): "Any (Federal) lease heretofore or hereafter
35 committed to any such (unit) plan embracing lands that are
36 in part within and in part outside of the area covered by
37 any such plan shall be segregated into separate leases as to
38 the lands committed and the lands not committed as of the
39 effective date of unitization; Provided, however, that any
40 such lease as to the nonunitized portion shall continue in
41 force and effect for the term thereof but for not less than
42 two years from the date of such segregation and so long
43 thereafter as oil or gas is produced in paying quantities."
44

45 SECTION 23. COVENANTS RUN WITH LAND. The covenants
46 herein shall be construed to be covenants running with the
47 land with respect to the interest of the parties hereto and
48 their successors in interest until this Agreement
49 terminates, and any grant, transfer or conveyance of
50 interest in land or leases subject hereto shall be and
51 hereby is conditioned upon the assumption of all privileges
52 and obligations hereunder by the grantee, transferee or
53 other successor in interest. No assignment or transfer of
54 any Working Interest subject hereto shall be binding upon
55 Unit Operator until the first day of the calendar month
56 after Unit Operator is furnished with the original, or
57 acceptable photostatic or certified copy, of the recorded
58 instrument or transfer; and no assignment or transfer of any
59 Royalty Interest subject hereto shall be binding upon the
60 Working Interest Owner responsible therefor until the first
61 day of the calendar month after said Working Interest Owner
62 is furnished with the original, or acceptable photostatic or
63 certified copy, of the recorded instrument or transfer.
64

65 SECTION 24. EFFECTIVE DATE AND TERM. This Agreement
66 shall become binding upon each party who executes or
67 ratifies it as of the date of execution or ratification by
68 such party and shall become effective on the first day of
69 the calendar month next following the approval of this
70 Agreement by the A.O., the Land Commissioner and the
71 Commission.

1 If this Agreement does not become effective on or before
2 January 31, 1991, it shall ipso facto expire on said date
3 (hereinafter called "Expiration Date") and thereafter be of
4 no further force or effect, unless prior thereto this
5 Agreement has been executed or ratified by Working Interest
6 Owners owning a combined Participation of at least
7 seventy-five percent (75%) and at least seventy-five percent
8 (75%) of such Working Interest Owners committed to this
9 Agreement have decided to extend Expiration Date for a
10 period not to exceed one (1) year (hereinafter called
11 "Extended Expiration Date"). If Expiration Date is so
12 extended and this Agreement does not become effective on or
13 before Extended Expiration date, it shall ipso facto expire
14 on Extended Expiration date and thereafter be of no further
15 force and effect.

16
17 Unit Operator shall file for record within thirty (30)
18 days after the Effective date of this Agreement, in the
19 office of the County Clerk of Eddy County, New Mexico, where
20 a counterpart of this Agreement has become effective
21 according to its terms and stating further the effective
22 date.

23
24 The terms of this Agreement shall be for and during the
25 time that Unitized Substances are produced in paying
26 quantities from the unitized land and so long thereafter as
27 drilling, reworking or other operations (including improved
29 recovery operations) are prosecuted thereon without
30 cessation or more than ninety (90) consecutive days unless
31 sooner terminated as herein provided.

32
33 This Agreement may be terminated with the approval of
34 the Land Commissioner and the A.O. by Working Interest
35 Owners owning eighty percent (80%) of the Unit Participation
36 then in effect whenever such Working Interest Owners
37 determine that Unit Operations are no longer profitable, or
38 in the interest of conservation. Upon approval, such
40 termination shall be effective as of the first day of the
41 month after said Working Interest Owners' determination.
42 Notice of any such termination shall be filed by Unit
43 Operator in the office of the County Clerk of Eddy County,
44 New Mexico, within thirty (30) days of the effective date of
45 termination.

46
47 Upon termination of this Agreement, the parties hereto
48 shall be governed by the terms and provisions of the leases
49 and contracts affecting the separate Tracts just as if this
50 Agreement had never been entered into.

51
52 Notwithstanding any other provision in the leases
53 unitized under this Agreement, Royalty Owners hereby grant
54 Working Interest Owners a period of six months after
55 termination of this Agreement in which to salvage, sell,
56 distribute or otherwise dispose of the personal property
57 and facilities used in connection with Unit Operations.

58
59 SECTION 25. RATE OF PROSPECTING, DEVELOPMENT AND
60 PRODUCTION. All production and the disposal thereof shall
61 be in conformity with allocations and quotas made or fixed
62 by any duly authorized person or regulatory body under any
63 Federal or State statute. The A.O. is hereby vested with
64 authority to alter or modify from time to time, in his
65 discretion, the rate of prospecting and development and
66 within the limits made or fixed by the Division to alter or
67 modify the quantity and rate of production under this
68 Agreement, such authority being hereby limited to alteration
69 or modification in the public interest, the purpose thereof
70 and the public interest to be served thereby to be stated in

1 the order of alteration or modification; provided, further
2 that no such alteration or modification shall be effective
3 as to any land of the State of New Mexico as to the rate of
4 prospecting and development in the absence of the specific
5 written approval thereof by the Land Commissioner and as to
6 any lands in the State of New Mexico or privately-owned
7 lands subject to this Agreement or to the quantity and rate
8 of production from such lands in the absence of specific
9 written approval thereof by the Division.

10
11 Powers in this Section vested in the A.O. shall only be
12 exercised after notice to Unit Operator and opportunity for
13 hearing to be held not less than fifteen (15) days from
14 notice, and thereafter subject to administrative appeal
15 before becoming final.

16
17 SECTION 26. NONDISCRIMINATION. Unit Operator in
18 connection with the performance of work under this Agreement
19 relating to leases of the United States, agrees to comply
20 with all of the provisions of Section 202(1) to (7)
21 inclusive of Executive Order 11246, (30 F.R. 12319), which
22 are hereby incorporated by reference in this Agreement.

23
24 SECTION 27. APPEARANCES. Unit Operator shall have the
25 right to appear for or on behalf of any interests affected
26 hereby before the Land Commissioner, the department, and the
27 Division, and to appeal from any order issued under the
28 rules and regulations of the Land Commissioner, the
29 department or the Division, or to apply for relief from any
30 of said rules and regulations or in any proceedings relative
31 to operations before the Land Commissioner, the Department
32 or the Division or any other legally constituted authority;
33 provided, however, that any other interested party shall
34 also have the right at his or its own expense to be heard in
35 any such proceeding.

36
37 SECTION 28. NOTICES. All notices, demands, objections
38 or statements required hereunder to be given or rendered to
39 the parties hereto shall be deemed fully given if made in
40 writing and personally delivered to the party or parties or
41 sent by postpaid certified or registered mail, addressed to
42 such party or parties at their last known address set forth
43 in connection with the signatures hereto or to the
44 ratification or consent hereof or to such other address as
45 any such party or parties may have furnished in writing to
46 the party sending the notice, demand or statement.

47
48 SECTION 29. NO WAIVER OF CERTAIN RIGHTS. Nothing in
49 this Agreement contained shall be construed as a waiver by
50 any party hereto of the right to assert any legal or
51 constitutional right or defense as to the validity or
52 invalidity of any law of the State wherein said Unitized
53 Lands are located, or regulations issued thereunder in any
54 way affecting such party, or as a waiver by any such party
55 of any right beyond his or its authority to waive; provided,
56 however, each party hereto covenants that it will not
57 resort to any action to partition the unitized land or the
58 Unit Equipment.

59
60 SECTION 30. EQUIPMENT AND FACILITIES NOT FIXTURES
61 ATTACHED TO REALTY. Each Working Interest Owner has
62 heretofore placed and used on its Tract or Tracts committed
63 to this Agreement various well and lease equipment and other
64 property, equipment and facilities. It is also recognized
65 that additional equipment and facilities may hereafter be
66 placed and used upon the Unitized Land as now or hereafter
67 constituted. Therefore, for all purposes of this Agreement,
68 any such equipment shall be considered to be personal
69 property and not fixtures attached to realty. Accordingly,
70 said well and lease equipment and personal property is

1 hereby severed from the mineral estates affected by this
2 Agreement, and it is agreed that any such equipment and
3 personal property shall be and remain personal property of
4 the Working Interest Owners for all purposes.
5

6 SECTION 31. UNAVOIDABLE DELAY. All obligations under
7 this Agreement requiring the Unit Operator to commence or
8 continue improved recovery operations or to operate on or
9 produce Unitized Substances from any of the lands covered by
10 this Agreement shall be suspended while, but only so long
11 as, the Unit Operator, despite the exercise of due care and
12 diligence, is prevented from complying with such
13 obligations, in whole or in part, by strikes, acts of God,
14 Federal, State or municipal law or agency, unavoidable
15 accident, uncontrollable delays in transportation, inability
16 to obtain necessary materials or equipment in open market,
17 or other matters beyond the reasonable control of the Unit
18 Operator whether similar to matters herein enumerated or
19 not.
20

21 SECTION 32. NONJOINDER AND SUBSEQUENT JOINDER. Joinder
22 by any Royalty Owner, at any time, must be accompanied by
23 appropriate joinder of the corresponding Working Interest
24 Owner in order for the interest of such Royalty Owner to be
25 regarded as effectively committed. Joinder to this
26 Agreement by a Working Interest Owner, at any time, must be
27 accompanied by appropriate joinder to the Unit Operating
28 Agreement in order for such interest to be regarded as
29 effectively committed to this Agreement.
30

31 Any oil or gas interest in the Unitized Formations not
32 committed hereto prior to submission of this Agreement to
33 the Land Commissioner and the A.O. for final approval may
34 thereafter be committed hereto upon compliance with the
35 applicable provisions of this Section and of Section 14
36 (Tracts Qualified for Participation) hereof, at any time up
37 to the Effective Date hereof on the same basis of Tract
38 Participation as provided in Section 13, by the owner or
39 owners thereof subscribing, ratifying, or consenting in
40 writing to this Agreement and, if the interest is a Working
41 Interest, by the owner of such interest subscribing also to
42 the Unit Operating Agreement.
43

44 It is understood and agreed, however, that from and
45 after the Effective Date hereof the right of subsequent
46 joinder as provided in this Section shall be subject to such
47 requirements or approvals and on such basis as may be agreed
48 upon by Working Interest Owners owning not less than
49 sixty-five percent (65%) of the Unit Participation then in
50 effect, and approved by the Land Commissioner and A.O. Such
51 subsequent joinder by a proposed Working Interest Owner must
52 be evidenced by his execution or ratification of this
53 Agreement and the Unit Operating Agreement and, where State
54 of Federal land is involved, such joinder must be approved
55 by the Land Commissioner or A.O. Such joinder by a proposed
56 Royalty Owner must be evidenced by his execution,
57 ratification or consent of this Agreement and must be
58 consented to in writing by the Working Interest Owner
59 responsible for the payment of any benefits that may accrue
60 hereunder in behalf of such proposed Royalty Owner. Except
61 as may be otherwise herein provided, subsequent joinder to
62 this Agreement shall be effective as of the first day of the
63 month following the filing with the Land Commissioner and
64 A.O. of duly executed counterparts of any and all documents
66 necessary to establish effective commitment of any Tract or
67 interest to this Agreement, unless objection to such joinder
68 by the Land Commissioner or the A.O., is duly made sixty
69 (60) days after such filing.

1 SECTION 33. COUNTERPARTS. This Agreement may be
2 executed in any number of counterparts, no one of which
3 needs to be executed by all parties and may be ratified or
4 consented to by separate instrument in writing, specifically
5 referring hereto, and shall be binding upon all those
6 parties who have executed such a counterpart, ratification
7 of consent hereto with the same force and effect as if all
8 parties had signed the same document, and regardless of
9 whether or not it is executed by all other parties owning or
10 claiming an interest in the land within the described Unit
11 Area. Furthermore this Agreement shall extend to and be
12 binding on the parties hereto, their successors, heirs and
13 assigns.

14
15 SECTION 34. JOINDER IN DUAL CAPACITY. Execution as
16 herein provided by any party as either a Working Interest
17 Owner or a Royalty Owner shall commit all interests owned or
18 controlled by such party; provided, that if the party is the
19 owner of a Working Interest, he must also execute the Unit
20 Operating Agreement.

21
22 SECTION 35. TAXES. Operator hereto shall for all
23 accounts, render and pay any taxes levied against or
24 measured by the amount or value of the Unitized Substances
25 produced from the unitized land; provided, however, that if
26 it is required or if it be determined that the Unit Operator
27 or the several Working Interest Owners must pay or advance
28 said taxes for the account of the parties hereto, it is
29 hereby expressly agreed that the parties so paying or
30 advancing said taxes shall be reimbursed therefor by the
31 parties hereto, including Royalty Owners, who may be
32 responsible for the taxes on their respective allocated
33 share of said Unitized Substances. No taxes shall be
34 charged to the United States or to the State of New Mexico,
35 nor to any lessor who has a contract with a lease which
36 requires his lessee to pay such taxes.

37
38 SECTION 36. NO PARTNERSHIP. The duties, obligation
39 and liabilities of the parties hereto are intended to be
40 several and not joint or collective. This Agreement is not
41 intended to create, and shall not be construed to create an
42 association or trust, or to impose a partnership duty,
43 obligation or liability with regard to any one or more of
44 the parties hereto, Each Party hereto shall be individually
45 responsible for its own obligation as herein provided.

46
47 SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE. Unit
48 Operator shall make a proper and timely gauge of all leases
49 and other tanks within the Unit Area in order to ascertain
50 the amount of merchantable oil above the pipeline
51 connection, in such tanks as of 7:00 a.m. on the Effective
52 Date hereof. All such oil which has then been produced in
53 accordance with established allowables shall be and remain
54 the property of the Working Interest Owner entitled thereto,
55 the same as if the unit had not been formed; and the
56 responsible Working Interest Owner shall promptly remove
57 said oil from the unitized land. Any such oil not so
58 removed shall be sold by Unit Operator for the account of
59 such Working Interest Owners, subject to the payment of all
60 Royalty to Royalty Owners under the terms hereof. The oil
61 that is in excess of the prior allowable of the wells from
62 which it was produced shall be regarded as Unitized
63 Substances produced after Effective Date hereof.

64
65 If, as of the Effective Date hereof, any tract is over
66 produced with respect to the allowable of the wells on that
67 Tract and the amount of over-production has been sold or
68 otherwise disposed of, such over-production shall be
69 regarded as a part of the Unitized Substances produced after
70 the Effective Date hereof and shall be charged to such Tract

1 as having been delivered to the parties entitled to Unitized
2 Substances allocated to such tract.

3
4 SECTION 38. NO SHARING OF MARKET. This Agreement is
5 not intended to provide and shall not be construed to
6 provide, directly or indirectly, for any cooperative
7 refining, joint sale or marketing of Unitized Substances.

8
9 SECTION 39. STATUTORY UNITIZATION. If and when Working
10 Interest Owners owning at least seventy-five percent (75%)
11 Unit Participation and royalty Owners owning at least
12 seventy-five percent (75%) Royalty Interest have become
13 parties to this Agreement or have approved this Agreement in
14 writing and such Working Interest Owners have also become
15 parties to the Unit Operating Agreement, Unit Operator may
16 make application to the Division for statutory unitization
17 of the uncommitted interests pursuant to the Statutory
18 Unitization Act (Chapter 65, Article 14, N.M.S. 1953
19 Annotated). If such application is made and statutory
20 unitization is approved by the Division, then effective as
21 of the date of the Division's order approving statutory
22 unitization, this Agreement and/or the Unit Operating
23 Agreement shall automatically be revised and/or amended in
24 accordance with the following:

25
26 (1) Section 14 of this Agreement shall be revised by
27 substituting for the entire said section the following:

28
29 "SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION.
30 On and after the Effective Date hereof, all tracts within
31 the Unit Area shall be entitled to participation in the
32 production of Unitized Substances."

33
34 (2) Section 24 of this Agreement shall be revised by
35 substituting for the first three paragraphs of said section
36 the following:

37
38 "SECTION 24. EFFECTIVE DATE AND TERM. This
39 Agreement shall become effective on the first day of the
40 calendar month next following the effective date of the
41 Division's order approving statutory unitization upon the
42 terms and conditions of this Agreement, as amended (if any
43 amendment is necessary) to conform to the Division's order;
44 approval of this Agreement, as so amended, by the Land
45 Commissioner; and the A.O. and the filing by Unit Operator
46 of this Agreement or notice thereof for record in the office
47 of the County Clerk of Eddy County, New Mexico. Unit
48 Operator shall not file this Agreement or notice thereof for
49 record, and hence this Agreement shall not become effective,
50 unless within ninety (90) days after the date all other
51 prerequisites for effectiveness of the Agreement have been
52 satisfied, such filing is approved by Working Interest
53 Owners owning a combined Unit Participation of at least
54 sixty-five percent (65%) as to all Tracts within the Unit
55 Area."

56
57 "Unit Operator shall, within thirty (30) days after the
58 Effective Date of this Agreement, file for record in the
59 office of the County Clerk of Eddy County, New Mexico, a
60 certificate to the effect that this Agreement has become
61 effective in accordance with its terms, therein identifying
62 the Division's order approving statutory unitization and
63 stating the Effective Date."

64
65 (3) This Agreement and/or the Unit Operating Agreement
66 shall be amended in any and all respects necessary to
67 conform to the Division's order approving statutory
68 unitization.

1 Any and all amendments of this Agreement and/or the Unit
2 Operating Agreement that are necessary to conform said
3 agreements to the Division's order approving statutory
4 unitization shall be deemed to be hereby approved in writing
5 by the parties hereto without any necessity for further
6 approval by said parties, except as follows:
7

8 (a) If any amendment of this Agreement has the
9 effect of reducing any Royalty Owner's participation in the
10 production of Unitized Substances, such Royalty Owner shall
11 not be deemed to have hereby approved the amended agreement
12 without the necessity of further approval in writing by said
13 Royalty Owner; and
14

15 (b) If any amendment of this Agreement and/or the
16 Unit Operating Agreement has the effect of reducing any
17 Working Interest Owner's participation in the production of
18 Unitized Substances or increasing such Working Interest
19 Owner's share of Unit Expense, such Working Interest Owner
20 shall not be deemed to have hereby approved the amended
21 agreements without the necessity of further approval in
22 writing by said Working Interest Owner.
23

24 Executed as of the day and year first above written.
25

26
27 DATE: 9-4-90

BEACH EXPLORATION, INC.

28
29 ATTEST: Jan Phillips

30 Carl C. Beach
31 By: Carl C. Beach,
32 Its Vice President
33

34
35 DATE: _____

36
37 ATTEST: _____
38
39 By: _____
40 Its _____
41

42
43 DATE: _____

44
45 ATTEST: _____
46
47 By: _____
48 Its _____
49

50
51 DATE: _____

52
53 ATTEST: _____
54
55 By: _____
56 Its _____
57

58
59 DATE: _____

60
61 ATTEST: _____
62
63 By: _____
64 Its _____
65

66
67
68
69 RRD LAKE UNIT
70 _____ COUNTY, NEW MEXICO
71 _____ AGREEMENT

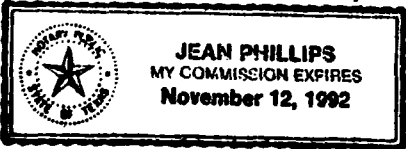
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		By: _____
		Its _____

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF _____ §
THE COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D. 1990.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
THE COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D. 1990.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
THE COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D. 1990.

_____, Notary Public
in and for _____.

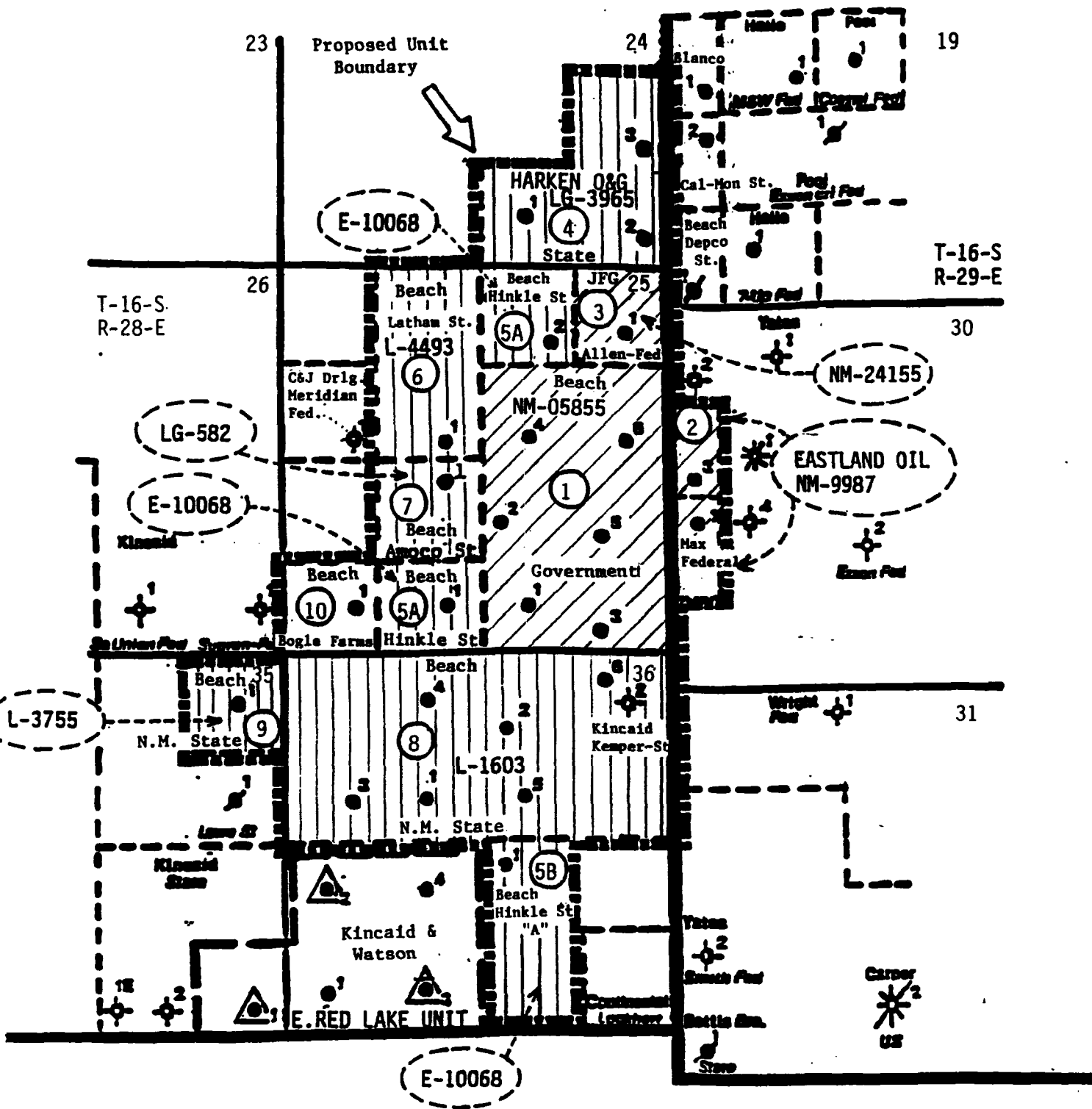
THE STATE OF _____ §
THE COUNTY OF _____ §




Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D. 1990.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT



	760.00 ACRES OF STATE OF NEW MEXICO LANDS-	67.18%
	331.24 ACRES OF FEDERAL LANDS-	29.28%
	40.00 ACRES OF FEE LANDS-	3.54%
	1131.24 ACRES TOTAL	100.00%

BEACH EXPLORATION, INC.
 RED LAKE UNIT
 EDDY COUNTY, NEW MEXICO
 EXHIBIT "A"
 PROPOSED UNIT OUTLINE
 ○ TRACT NUMBER
 SCALE: 1" = 2000' 12-13-90

NOTE: ALL LEASES WITHIN PROPOSED UNIT ARE HBP.

EXHIBIT "B"
 TO UNIT AGREEMENT
 RED LAKE UNIT
 EDDY CO., N.M.

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE		BASIC ROYALTY OWNER	LESSEE OF RECORD	ORRI	M.I. OWNERS	
			OF LEASE	DATE					
1	SE/4, S/2 NE/4 SECT. 25 T-16-S, R-28-E NMPM	240.00	NM-05855		U.S.	PAULINE V. TRIGG	100 %	YATES EXPLORATION CO.	0.02500000 0.55000000 0.45000000
2	LOTS 2 & 3 SECT. 30 T-16-S, R-29-E NMPM	51.24	NM-9987		U.S.	EXXON	100 %	EASTLAND OIL CO. EZZELL JR., T. CALDER	0.09500000 0.95000000 0.05000000
3	NE/4 NE/4 SECT. 25 T-16-S, R-28-E	40.00	NM-24155		U.S.	JFG ENTERPRISES	100 %	ALLEN, S.W. & JUANITA S.	0.02000000 1.00000000
TOTAL FEDERAL ACREAGE		331.24							
4	S/2 SE/4, NE/4 SE/4 SECT. 24 T-16-S, R-28-E NMPM	120.00	LB-3965		STATE	EXXON	100 %	EXXON CHILDERS, MICHAEL R. VOZAR, MARK S.	0.12500000 0.00250000 0.00250000 1.00000000

EXHIBIT "B"
TO UNIT AGREEMENT
RED LAKE UNIT
EDDY CO., N.M.

SERIAL NO. &
EXPIRATION DATE
OF LEASE
BASIC ROYALTY OWNER
LESSEE OF RECORD
ORRI
H.I. OWNERS

TRACT NO.	DESCRIPTION	NO. OF ACRES	NO. OF ACRES	EXPIRATION DATE	BASIC ROYALTY OWNER	LESSEE OF RECORD	ORRI	H.I. OWNERS		
6	E/2 NW/4 SECT. 25 T-16-S-R-28-E NMPM	80.00	80.00	L-4493 HBP	STATE	E.L. LATHAM	100 % CALLAWAY, V J CBF COMPANY ERIKSSON, W R & WANDA FAE LATHAM CO., E L MUMFORD ESTATE, CHARLES E MC PHERON, W G	0.00937500 0.00937500 0.00937500 0.01562500 0.00937500 0.00937500	BALDWIN, J.H. BEACH, CARL C BEACH, WILLIAM N BROWN ROYALTIES IP HOLLAND, DAVID L JOHNSON, DEIRDRE J, IP MCDONALD COMPANY MCDONALD, G K NARRELL, DON NORTON, SHERMAN H., JR ROSE, J P SITTON ENTERPRISES SITTON, P & E CORP. SITTON, RONALD WEST, CHARLES L	0.06250000 0.03125000 0.17750000 0.01000000 0.03125000 0.01000000 0.03125000 0.03125000 0.03125000 0.06250000 0.21250000 0.03750000 0.08333333 0.08375000 0.04166667 0.09375000
7	NE/4 SW/4 SECT. 25 T-16-S-R-28-E NMPM	40.00	40.00	L6-582 HBP	STATE	AMOCO	100 % AMOCO PRODUCTION	0.06250000	BALDWIN, J.H. BEACH, CARL C BEACH, WILLIAM N BROWN ROYALTIES IP HOLLAND, DAVID L JOHNSON, DEIRDRE J, IP MCDONALD COMPANY MCDONALD, G K NARRELL, DON NORTON, SHERMAN H., JR ROSE, J P SITTON ENTERPRISES SITTON, P & E CORP. SITTON, RONALD WEST, CHARLES L	0.06250000 0.03125000 0.17750000 0.01000000 0.03125000 0.01000000 0.03125000 0.03125000 0.06250000 0.21250000 0.03750000 0.08333333 0.08375000 0.04166667 0.09375000

EXHIBIT "B"
TO UNIT AGREEMENT
RED LAKE UNIT
EDDY CO., N.M.

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE OF LEASE	BASIC ROYALTY OWNER	LESSEE OF RECORD	ORRI	M.I. OWNERS	
9	NE/4 SECT. 35 T-16-S, R-28-E NMPM	40.00	L-3755 HBP	STATE	MARALO INC.	100 % LOWE, ERMA MARALO INC PRUDE, RANDALL SCHWEINFURTH, MARK	0.01562500 0.04687500 0.01000000 0.00250000 BALDWIN, J.H. BEACH, CARL C BEACH, WILLIAM N BROWN ROYALTIES IP HOLLAND, DAVID L JOHNSON, DEIRDRE J, IP MCDONALD COMPANY MCDONALD, G K MARRELL, DON NORTON, SHERMAN H., JR ROSE, J P SITTON ENTERPRISES SITTON, P & E CORP. SITTON, RONALD WEST, CHARLES L	0.06250000 0.03125000 0.17750000 0.01000000 0.03125000 0.01000000 0.03125000 0.03125000 0.06250000 0.21250000 0.03750000 0.08333333 0.08375000 0.04166667 0.09375000
8	N/2 SECT. 36 T-16-S, R-28-E NMPM	328.00	L-1683 HBP	STATE	MARALO INC.	100 % LOWE, ERMA MARALO INC PRUDE, RANDALL SCHWEINFURTH, MARK	0.01562500 0.04687500 0.01000000 0.00250000 BALDWIN, J.H. BEACH, CARL C BEACH, WILLIAM N BROWN ROYALTIES IP HOLLAND, DAVID L JOHNSON, DEIRDRE J, IP MCDONALD COMPANY MCDONALD, G K MARRELL, DON NORTON, SHERMAN H., JR ROSE, J P SITTON ENTERPRISES SITTON, P & E CORP. SITTON, RONALD WEST, CHARLES L	0.06250000 0.03125000 0.17750000 0.01000000 0.03125000 0.01000000 0.03125000 0.03125000 0.06250000 0.21250000 0.03750000 0.08333333 0.08375000 0.04166667 0.09375000
TOTAL STATE ACREAGE		760.00						

EXHIBIT "B"
 TO UNIT AGREEMENT
 RED LAKE UNIT
 EDDY CO., N.M.

SERIAL NO. &
 EXPIRATION DATE
 BASIC ROYALTY OWNER
 LESSEE OF RECORD
 ORRI
 M.I. OWNERS

TRACT NO.	DESCRIPTION	NO. OF ACRES	OF LEASE	EXPIRATION DATE	BASIC ROYALTY OWNER	LESSEE OF RECORD	ORRI	M.I. OWNERS
10	SW/4 SW/4 SECT. 25	40.00			BOGLE FARMS	M.N. BEACH	100 % NORTON, GAIL	0.06250000 0.03125000 0.17750000 0.01000000 0.03125000 0.01000000 0.03125000 0.03125000 0.03125000 0.03125000 0.21250000 0.03750000 0.08333333 0.08375000 0.04166667 0.08375000
	TOTAL FEE ACREAGE	40.00			DARTMOUTH COLLEGE ENDOWMENT MIDWEST INVESTMENT CO			
	GRAND TOTAL ACREAGE	1131.24						
RECAPITULATION								
	760.00 ACRES OF STATE OF NM LANDS				0.6718			
	331.24 ACRES OF FEDERAL LANDS				0.2928			
	40.00 ACRES OF FEE LANDS				0.0354			
	1131.24				1.0000			

EXHIBIT "C"

TRACT PARTICIPATION
RED LAKE UNIT
EDDY COUNTY, NEW MEXICO

UNITIZATION PARAMETER: ULTIMATE PRIMARY RECOVERY

<u>TRACT</u>	<u>LEASE NAME</u>	<u>OPERATOR</u>	<u>ULTIMATE RECOVERY</u>	<u>TRACT PARTICIPATION %</u>
1	Government	Beach Expl.	190,263	43.8181
2	Max Federal	Eastland Oil	16,471	3.7933
3	Allen Federal	JFG Ent.	5,208	1.1994
4	State "24"	Harken O & G	30,179	6.9503
5A	Hinkle State	Beach Expl.	74,682	17.1995
5B	Hinkle State "A"	Beach Expl.	4,241	0.9767
6	Latham State	Beach Expl.	12,573	2.8956
7	Amoco State	Beach Expl.	5,824	1.3413
8	N. M. State "36"	Beach Expl.	72,526*	16.7029
9	N. M. State "35"	Beach Expl.	13,351	3.0748
10	Bogle Farms	Beach Expl.	8,893	2.0481
	TOTAL		434,211	100.0000

* Includes 8,311 barrels of reserves for undrilled interior location on N. M. State "36" lease (Ultimate primary for N. M. State "35" & "36" = 77,566 / 7 wells = avg. of 11,081 x 75% = 8,311)

TRACT NUMBER	7	10	5A	5B	6	9	8	4	1	3	2	
RED LAKE UNIT WORKING INTEREST	TOTAL	AMOCO STATE	BOBLE FARMS	HINKLE STATE	HINKLE STATE A	LATHAM STATE	NM STATE 35	NM STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
BALDWIN, J. H.	0.0276494	0.000838330	0.00128010	0.01074970	0.00061000	0.00189980	0.00192180	0.01043930	0.00000000	0.00000000	0.00000000	0.00000000
BEACH EXPLORATION, INC.	0.3224966	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.06950300	0.24099600	0.01199400	0.00000000
BEACH, CARL C	0.0138247	0.00041920	0.00064000	0.00537480	0.00030520	0.00090490	0.00096090	0.00521970	0.00000000	0.00000000	0.00000000	0.00000000
BEACH, WILLIAM N	0.0785232	0.00238870	0.00363550	0.03052920	0.00173360	0.00513930	0.00545750	0.02964740	0.00000000	0.00000000	0.00000000	0.00000000
BROWN ROYALTIES IP	0.0044240	0.00013410	0.00020480	0.00172000	0.00000000	0.00029960	0.00000000	0.00167030	0.00000000	0.00000000	0.00000000	0.00000000
EASTLAND OIL CO.	0.0360363	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.03603630
EZZELL JR., T. CALDER	0.0018967	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.00189670
HOLLAND, DAVID L	0.0138247	0.00041920	0.00064000	0.00537480	0.00030520	0.00090490	0.00096090	0.00521970	0.00000000	0.00000000	0.00000000	0.00000000
JOHNSON, DEIRDRE J, IP	0.0044240	0.00013410	0.00020480	0.00172000	0.00000000	0.00029960	0.00000000	0.00167030	0.00000000	0.00000000	0.00000000	0.00000000
MCDONALD COMPANY	0.0138247	0.00041920	0.00064000	0.00537480	0.00030520	0.00090490	0.00096090	0.00521970	0.00000000	0.00000000	0.00000000	0.00000000
MCDONALD, B K	0.0138247	0.00041920	0.00064000	0.00537480	0.00030520	0.00090490	0.00096090	0.00521970	0.00000000	0.00000000	0.00000000	0.00000000
NARRELL, DON	0.0276494	0.000838330	0.00128010	0.01074970	0.00061000	0.00189980	0.00192180	0.01043930	0.00000000	0.00000000	0.00000000	0.00000000
MORTON, SHERMAN H, JR	0.0940078	0.00285030	0.00435220	0.03654890	0.00207550	0.00615320	0.00653400	0.03449370	0.00000000	0.00000000	0.00000000	0.00000000
ROSE, J P	0.0165897	0.00058000	0.00076800	0.00644980	0.00036630	0.00108590	0.00115310	0.00626360	0.00000000	0.00000000	0.00000000	0.00000000
SITTON ENTERPRISES	0.0368656	0.00111720	0.00170670	0.01433290	0.00081390	0.00241300	0.00256230	0.01391910	0.00000000	0.00000000	0.00000000	0.00000000
SITTON, P & E CORP.	0.0378501	0.00112330	0.00171530	0.01444660	0.00081800	0.00242510	0.00257510	0.01398870	0.00000000	0.00000000	0.00000000	0.00000000
SITTON, RONALD	0.0184530	0.00055890	0.00085340	0.00716650	0.00040700	0.00120650	0.00128120	0.00695950	0.00000000	0.00000000	0.00000000	0.00000000
TRIGG OIL & MINING CO.	0.1971814	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.000000000	0.19718140	0.00000000	0.00000000
WEST, CHARLES L	0.0414740	0.00125750	0.00192010	0.01612450	0.00091570	0.00271460	0.00288260	0.01565900	0.00000000	0.00000000	0.00000000	0.00000000
TOTAL	1.00000000	0.0134130	0.0204810	0.1719950	0.0097670	0.0289560	0.0307480	0.1670290	0.0695030	0.4381810	0.0119940	0.0379330

TRACT NUMBER	7	10	5A	5B	6	9	8	4	1	3	2
TRACT N.R.I.	AMCO STATE BOGLE FARMS HINKLE STATE HINKLE STATE A LATAM STATE NM STATE 35 NM STATE 36 STATE 24 GOVERNMENT ALLEN-FEDERAL MAX-FEDERAL										
BALDWIN, J. H.	0.05078130	0.04687500	0.04898620	0.04980530	0.05078130	0.05080000	0.05080000	0.00000000	0.00000000	0.00000000	0.00000000
BEACH EXPLORATION, INC.	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.74500000	0.00000000	0.84500000	0.00000000
BEACH, CARL C	0.02539060	0.02343750	0.02445310	0.02445310	0.02539060	0.02500000	0.02500000	0.00000000	0.00000000	0.00000000	0.00000000
BEACH, WILLIAM N	0.14421880	0.13312500	0.13889380	0.13889380	0.14421870	0.14280000	0.14280000	0.00000000	0.00000000	0.00000000	0.00000000
BROWN ROYALTIES IP	0.00012500	0.00782500	0.00782500	0.00782500	0.00812500	0.00800000	0.00800000	0.00000000	0.00000000	0.00000000	0.00000000
EASTLAND OIL CO.	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.71250000
EZZELL JR., T. CALDER	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
HOLLAND, DAVID L	0.02539060	0.02343750	0.02445310	0.02445310	0.02539060	0.02500000	0.02500000	0.00000000	0.00000000	0.00000000	0.00000000
JOHNSON, DEIRDRE J, IP	0.00812500	0.00750000	0.00782500	0.00782500	0.00812500	0.00800000	0.00800000	0.00000000	0.00000000	0.00000000	0.00000000
MCDONALD COMPANY	0.02539060	0.02343750	0.02445310	0.02445310	0.02539060	0.02500000	0.02500000	0.00000000	0.00000000	0.00000000	0.00000000
MCDONALD, G K	0.02539060	0.02343750	0.02445310	0.02445310	0.02539060	0.02500000	0.02500000	0.00000000	0.00000000	0.00000000	0.00000000
NARBELL, DON	0.05078130	0.04687500	0.04898620	0.04980530	0.05078130	0.05080000	0.05080000	0.00000000	0.00000000	0.00000000	0.00000000
MORTON, SHERMAN H., JR	0.15539060	0.14343750	0.14965310	0.14965310	0.15539060	0.15300000	0.15300000	0.00000000	0.00000000	0.00000000	0.00000000
ROSE, J P	0.03046870	0.02812500	0.02934370	0.02934370	0.03046880	0.03000000	0.03000000	0.00000000	0.00000000	0.00000000	0.00000000
SITTON ENTERPRISES	0.06778830	0.06250000	0.06528830	0.06528830	0.06778830	0.06666670	0.06666670	0.00000000	0.00000000	0.00000000	0.00000000
SITTON, P & E CORP.	0.06804690	0.06281250	0.06554440	0.06554440	0.06804690	0.06700000	0.06700000	0.00000000	0.00000000	0.00000000	0.00000000
SITTON, RONALD	0.03385420	0.03125000	0.03268420	0.03268420	0.03385420	0.03333330	0.03333330	0.00000000	0.00000000	0.00000000	0.00000000
TRIGG OIL & MINING CO.	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.38250000	0.00000000	0.00000000
WEST, CHARLES L	0.07617190	0.07303250	0.07335940	0.07335930	0.07617190	0.07500000	0.07500000	0.00000000	0.00000000	0.00000000	0.00000000
TOTAL WORKING INTEREST N.R.I.	0.79523440	0.73406250	0.76587190	0.76587190	0.79523440	0.78300000	0.78300000	0.74500000	0.95000000	0.84500000	0.75000000

TRACT NUMBER	7	10	5A	5B	6	9	8	4	1	3	2	
RED LAKE UNIT - N.R.I.	TOTAL	AMOCO STATE	BOBLE FARMS	HINKLE STATE	HINKLE STATE A	LATHAM STATE	NM STATE 35	NM STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
BALDWIN, J. H.	0.0218997	0.0008110	0.0009000	0.0001100	0.0004770	0.0014700	0.0015370	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000
BEACH EXPLORATION, INC.	0.2667639	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0517790	0.2048490	0.0101340	0.0000000
BEACH, CARL C	0.0109448	0.0003060	0.0004000	0.0040500	0.0002380	0.0007600	0.0007600	0.0041750	0.0000000	0.0000000	0.0000000	0.0000000
BEACH, WILLIAM N	0.021665	0.0019340	0.0027650	0.0238900	0.0013560	0.0041760	0.0043660	0.0237180	0.0000000	0.0000000	0.0000000	0.0000000
BROWN ROYALTIES IP	0.0035024	0.0001800	0.0001530	0.0013450	0.0000760	0.0002350	0.0002460	0.0013360	0.0000000	0.0000000	0.0000000	0.0000000
EASTLAND OIL CO.	0.0270273	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0270270
EZZELL JR., T. CALDER	0.0014225	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0014220
HOLLAND, DAVID L	0.0109448	0.0003060	0.0004000	0.0040500	0.0002380	0.0007600	0.0007600	0.0041750	0.0000000	0.0000000	0.0000000	0.0000000
JOHNSON, DETRORE J, IP	0.0035024	0.0001800	0.0001530	0.0013450	0.0000760	0.0002350	0.0002460	0.0013360	0.0000000	0.0000000	0.0000000	0.0000000
MCDONALD COMPANY	0.0109448	0.0003060	0.0004000	0.0040500	0.0002380	0.0007600	0.0007600	0.0041750	0.0000000	0.0000000	0.0000000	0.0000000
MCDONALD, G K	0.0109448	0.0003060	0.0004000	0.0040500	0.0002380	0.0007600	0.0007600	0.0041750	0.0000000	0.0000000	0.0000000	0.0000000
NARRELL, DON	0.0218997	0.0008110	0.0009000	0.0001100	0.0004770	0.0014700	0.0015370	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000
NORTON, SHERMAN H., JR	0.0669823	0.0020840	0.0029370	0.0257390	0.0014610	0.0044940	0.0047040	0.0255550	0.0000000	0.0000000	0.0000000	0.0000000
ROSE, J P	0.0131338	0.0004870	0.0005760	0.0058470	0.0002860	0.0008020	0.0009220	0.0058100	0.0000000	0.0000000	0.0000000	0.0000000
SITTON ENTERPRISES	0.0291861	0.0009080	0.0012800	0.0112150	0.0006360	0.0019600	0.0020490	0.0111330	0.0000000	0.0000000	0.0000000	0.0000000
SITTON, P & E CORP.	0.0293320	0.0009120	0.0012860	0.0112710	0.0006400	0.0019700	0.0020500	0.0111900	0.0000000	0.0000000	0.0000000	0.0000000
SITTON, RONALD	0.0145930	0.0004510	0.0006400	0.0058070	0.0003180	0.0008000	0.0008240	0.0056760	0.0000000	0.0000000	0.0000000	0.0000000
TRIGG OIL & MINING CO.	0.1676041	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.1676040	0.0000000	0.0000000
WEST, CHARLES L	0.0328345	0.0010210	0.0014400	0.0121740	0.0007160	0.0022050	0.0023060	0.0125270	0.0000000	0.0000000	0.0000000	0.0000000
	0.0056090	0.0106640	0.0150330	0.1317250	0.0074000	0.0230260	0.0240750	0.1307830	0.0517790	0.3724560	0.0101340	0.0284490

SEACH EXPLORATION, INC.
RED LAKE UNIT
NRI UNIT PARTICIPATION

TRACT NUMBER 7 10 5A 5B 6 9 8 4 1 3 2

RED LAKE UNIT - N.R.I.	TOTAL	AMOCO STATE	BOGLE FARMS	HINKLE STATE	HINKLE STATE A	LATHAM STATE	NH STATE 35	NH STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
ALLEN, G.M. & JUANITA B.	0.0003598	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0003598	0.0000000
AMOCO PRODUCTION	0.0008383	0.0008383	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0008383	0.0000000
BOGLE FARMS, INC.	0.0012800	0.0000000	0.0012800	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0012800
CALLAWAY, V J	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715
CBF COMPANY	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715
CHILDERS, MICHAEL R.	0.0001738	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0001738	0.0000000	0.0000000	0.0001738
DARTMOUTH COLLEGE ENDOWMENT	0.0012800	0.0000000	0.0012800	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0012800
ERICKSON, W R & WANDA FAE EYXON	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715
FRANKLIN, ROBERT D, JR	0.0007952	0.0000000	0.0000000	0.0000000	0.0000000	0.0007952	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0007952
HAMMACK, ELIZABETH S	0.0007952	0.0000000	0.0000000	0.0000000	0.0000000	0.0007952	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0007952
HILBURN, SAM E	0.0007952	0.0000000	0.0000000	0.0000000	0.0000000	0.0007952	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0007952
HINKLE INVESTMENT COMPANY	0.0136321	0.0000000	0.0000000	0.0000000	0.0000000	0.0136321	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0136321
LATHAM CO., E L	0.0004524	0.0000000	0.0000000	0.0000000	0.0000000	0.0004524	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0004524
LOWE, ERMA	0.0038902	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0038902
MARALO INC	0.0092708	0.0000000	0.0000000	0.0000000	0.0000000	0.0092708	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0092708
MIDWEST INVESTMENT CO	0.0025601	0.0000000	0.0000000	0.0000000	0.0000000	0.0025601	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0025601
MMS	0.092651	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.092651
MORRIS, ALEXANDRA C	0.0003976	0.0000000	0.0000000	0.0000000	0.0000000	0.0003976	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0003976
MORRIS, ROBERT B	0.0003976	0.0000000	0.0000000	0.0000000	0.0000000	0.0003976	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0003976
MUMFORD ESTATE, CHARLES E	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715
MCPIERON, W G	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0002715
NORTON, GAIL L	0.0074431	0.0002316	0.0003271	0.0028599	0.0001624	0.0004996	0.0005227	0.0028395	0.0000000	0.0000000	0.0000000	0.0074431
PRUDE, RANDALL	0.0019778	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0019778
RYAN, MARTHA M.	0.0011388	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0011388
SCHWEINFURTH, MARK	0.0004945	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0004945
STATE OF NEW MEXICO	0.0231765	0.0016767	0.0000000	0.0214988	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0231765
VOZAR, MARK S.	0.0001738	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0001738
YATES EXPLORATION CO.	0.0189545	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0000000	0.0109545	0.0000000	0.0080000
TOTAL	0.1943966	0.0027466	0.0054472	0.0402920	0.0022870	0.0059795	0.0066726	0.0362533	0.0177234	0.0657274	0.0018520	0.0094832
	1.0000000	0.0134130	0.0284810	0.1719950	0.0097610	0.0289560	0.0307480	0.1670290	0.0690300	0.4381810	0.0119940	0.0379336

UNIT OPERATING AGREEMENT
RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
September 4, 1990
(Revised January 8, 1991)

**UNIT OPERATING AGREEMENT
RED LAKE UNIT
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UNIT OPERATING AGREEMENT
RED LAKE UNIT
EDDY COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 4th day of September, 1990, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto;

W I T N E S S E T H:

WHEREAS, the parties hereto as Working Interest Owners have executed, as of the date hereof, an agreement entitled "**UNIT AGREEMENT, RED LAKE UNIT**", 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 1
CONFIRMATION OF UNIT AGREEMENT

1.1 **CONFIRMATION OF UNIT AGREEMENT**. The Unit Agreement is hereby confirmed and by reference made a part of this agreement. The definitions in the Unit Agreement are adopted for all purposes of this agreement. If there is any conflict between the Unit Agreement and this agreement, the Unit Agreement shall govern.

ARTICLE 2
EXHIBITS

2.1 **EXHIBITS**. The following exhibits are incorporated herein by reference:

2.1.1 **EXHIBITS "A", "B", AND "C"** of the Unit Agreement.

2.1.2 **EXHIBIT "D"**, attached hereto, is a schedule showing the Working Interest of each Working Interest Owner in each Tract, each Working Interest Owner's Unit Participation attributable to each such interest, and the total Unit Participation of each Working Interest Owner. The Unit Participation shall be applicable for the respective periods of time provided in Section 24 of the Unit Agreement except where a different phase Tract Participation, Unit Participation, or voting interest is herein stated. Exhibit "D", 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 "E"**, attached hereto, is the Accounting Procedure applicable to Unit Operations. If there is any conflict between this agreement and Exhibit "E", this agreement shall govern.

2.1.4 **EXHIBIT "F"**, attached hereto, contains insurance provisions applicable to Unit Operations.

2.2 **REVISION OF EXHIBITS**. Whenever Exhibits "A", "B", and "C" are revised, Exhibit "D" shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise Exhibit "D" from time to time as required to conform to changes in

ownership of which Unit Operator has been notified as provided in the Unit Agreement.

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 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 operations, including the type or types of pressure maintenance, secondary recovery, or other enhanced recovery program to be employed on the Unit Area.

3.2.2 DRILLING OF WELLS. The drilling of any well whether for production of Unitized Substances, for use as an injection well, or for other purposes.

3.2.3 WELL RECOMPLETIONS AND CHANGE OF STATUS. The recompletion, abandonment, or change of status of any well, or the use of any well for injection or other purposes.

3.2.4 EXPENDITURES. The making of any single expenditure in excess of twenty-five thousand dollars (\$25,000); however, approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefore, and for completing, testing, and equipping the 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 twenty-five thousand dollars (\$25,000), or more. All dispositions will be made in accordance with Exhibit "E".

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; however, such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf and at its own expense.

3.2.7 AUDITS. The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder provided that the audits shall:

(a) not be conducted more than once each year except upon the resignation or removal of Unit Operator; and

(b) be made upon the approval of the owner or owners of a majority of Working Interest other than that of Unit Operator, at the expense of all Working Interest Owners other than Unit Operator; or,

(c) be made at the expense of those Working Interest Owners requesting such audit, if owners of less than a majority of Working Interest, other than that of Unit Operator, request such an audit; and,

(d) be made upon not less than thirty (30) days written notice to Unit Operator; and

(e) be conducted in accordance with the Accounting Procedure, Exhibit "E", attached hereto.

3.2.8 INVENTORIES. The taking of periodic inventories under the terms of Exhibit "E".

3.2.9 TECHNICAL SERVICES. The authorizing of charges to the Joint Account for services by consultants or Unit Operator's technical personnel over five thousand dollars (\$5,000) per occasion if not covered by the overhead charges provided by Exhibit "E".

3.2.10 ASSIGNMENT TO COMMITTEE. The appointment of committees to study any problems in connection with Unit Operations.

3.2.11 REMOVAL OF UNIT OPERATOR. The removal of Unit Operator and the selection of a successor.

3.2.12 ENLARGEMENT OF UNIT AREA. The enlargement of the Unit Area.

3.2.13 ADJUSTMENT AND READJUSTMENT OF INVESTMENTS. The adjustment and readjustment of investments.

3.2.14 TERMINATION OF UNIT AGREEMENT. The termination of the Unit Agreement.

3.2.15 AUDIT EXCEPTIONS. The settlement of unresolved audit exceptions.

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 written notice to Unit Operator.

4.2 MEETING. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one or more Working Interest Owners having a total Unit Participation of not less than ten percent (10%). No meeting shall be called on less than fourteen (14) days advance written notice, with agenda for the meeting attached. Working Interest Owners who attend the meeting 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 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 Unit Participation which is in effect at the time the vote is taken.

4.3.2 VOTE REQUIRED. Unless otherwise provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters by the affirmative vote of four or more

Working Interest Owners having a combined voting interest of at least sixty-seven percent (67%).

4.3.3 VOTE AT MEETING BY NONATTENDING WORKING INTEREST OWNER. Any Working Interest Owner who is not represented at a meeting may vote on any agenda item by letter or telegram addressed to the representative of the Unit Operator if its vote is received prior to the vote at the meeting.

4.3.4 POLL VOTES. Working Interest Owners may vote on and decide, by letter or telegram, any matter after submitted in writing to Working Interest Owners. If a meeting is not requested, as provided in Section 4.2, within seven (7) days after a written proposal is sent to Working Interest Owners, the vote taken by letter or telegram shall become final. Unit Operator will give prompt notice of the results of such voting to all Working Interest Owners.

ARTICLE 5 **INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS**

5.1 RESERVATION OF RIGHTS. Working Interest Owners severally reserve to themselves all their rights, except as otherwise 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 such Working Interest Owner's own risk at all reasonable times to inspect Unit Operations, all wells, and the records and data pertaining thereto.

5.2.2 REPORTS. The right to receive from Unit Operator, upon written requests, 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 all Working Interest Owners shall be charged to the Working Interest Owner that requests information.

5.2.3 PREFERENTIAL RIGHT TO PURCHASE. Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Unit Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. Notwithstanding anything herein to the contrary, there shall be no preferential right to purchase in those cases where any party wishes to (a) mortgage or encumber its interests, (b) dispose of its interests by merger, reorganization or consolidation, (c) sell all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which any such party owns a majority of the stock, or (d) sell all or substantially all of its assets in an arms length transaction to an unrelated third party.

ARTICLE 6
UNIT OPERATOR

6.1 UNIT OPERATOR. BEACH EXPLORATION, INC., is hereby designated as the Initial Unit Operator.

6.2 RESIGNATION OR REMOVAL. Unit Operator may resign at any time. Unit Operator may be removed at any time by the affirmative vote of four or more Working Interest Owners having a combined voting interest of at least sixty-seven percent (67%), after excluding the voting interest of Unit Operator. Such resignation or removal shall not become effective until a successor Unit Operator has taken over Unit Operations. Unit Operator may not be removed until all debts owed by Working Interest Owners to Unit Operator have been paid. The requirement of sixty-seven percent (67%) of the voting interest approval for removal of Operator shall be exclusive of Operator, any related parties to Operator and any assignee of Operator or related parties on contemplation of this provision.

6.3 SELECTION OF SUCCESSOR. Upon the resignation or removal of a Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners. The successor Unit Operator shall be selected by the affirmative vote of four or more Working Interest Owners having a combined voting interest of at least sixty-seven percent (67%).

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 reasonably 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 the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for any liability or damage, unless such resulted from 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 lien and security interest of Unit Operator granted hereunder.

7.4 PROCEEDS OF PRODUCTION. Unit Operator shall have the right to receive one hundred percent (100%) of the proceeds attributable to production from the purchasers and disburse these proceeds to the Working Interest Owners and Royalty Owners; provided, however, this provision shall not apply to any unitized substances taken in kind under Article 6.3 of the Unit Agreement.

7.5 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 may be the employees of Unit Operator.

7.6 RECORDS. Unit Operator shall keep correct books, accounts, and record of Unit Operations.

7.7 REPORTS TO WORKING INTEREST OWNERS. Unit Operator shall furnish Working Interest Owners periodic reports of Unit Operations.

7.8 REPORTS TO GOVERNMENTAL AUTHORITIES. Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.

7.9 ENGINEERING AND GEOLOGICAL INFORMATION. Unit Operator shall furnish to a Working Interest Owner, upon written request, a copy of all logs and other engineering and geological data pertaining to wells drilled for Unit Operations.

7.10 EXPENDITURES. Unit Operator is authorized to make single expenditures not in excess of twenty-five thousand dollars (\$25,000) 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.

7.11 WELLS DRILLED BY UNIT OPERATOR. All 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 therefor 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 with independent contractors doing work in a similar nature.

7.12 MATHEMATICAL ERRORS. It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical errors which might exist in the exhibits to this agreement.

7.13 BORDER AGREEMENTS. Unit Operator may, after approval by the Working Interest Owners, enter into border agreements with respect to land adjacent to the Unit Area for the purpose of coordinating operations.

7.14 INDEMNITIES. As to all contracts executed by the Unit Operator with an independent contractor governing operation or services to be performed in connection with unit operations, Unit Operator shall require that any indemnification provision in favor of Unit Operator contained therein shall extend to and inure to the benefit of Working Interest Owners in the same manner as Unit Operator.

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 of all Working Interest Owners; however, 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 the reduction in taxes paid resulting therefrom.

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.

ARTICLE 9
INSURANCE

9.1 INSURANCE. Unit Operator, with respect to Unit Operations, shall:

- (a) comply with the Workmen's Compensation Law of the State; and,
- (b) carry Employer's Liability and other insurance required by the laws of the State; and,
- (c) provide other insurance as set forth in Exhibit "F".

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 wells, standing completions, abandoned wells and wells used for injection, completed in the Unitized Formation.

10.1.2 WELL AND LEASE EQUIPMENT. The casing and tubing in each such well, the wellhead connections thereon, and all other lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting Unit Operations.

10.1.3 RECORDS. A copy of all production and well records for such wells.

10.2 INVENTORY AND EVALUATION OF PERSONAL PROPERTY. Working Interest Owners shall, at Unit Expense, inventory and evaluate, as determined by Working Interest Owners, the personal property taken over. Such inventory shall include and be limited to those items of equipment considered controllable under Exhibit "E" except, upon determination of Working Interest Owners, items considered noncontrollable may be included in the inventory in order to ensure a more equitable adjustment of investment.

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 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 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 result 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, facility systems, and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.

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.

ARTICLE 11
UNIT EXPENSE

11.1 BASIS OF CHARGE TO WORKING INTEREST OWNERS. Unit Operator initially shall pay all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expense. Each Working Interest Owner's share shall be the same as its Unit Participation in effect at the time the expense was incurred. Working Interest Owners agree to reimburse Unit Operator for their proportionate part of all expenses incurred in the unitization process; i.e., engineering study, land services and legal fees, etc. (both related and third party charges at prevailing industry rates¹). All charges, credits, and accounting for Unit Expense shall be in accordance with Exhibit "E".

11.2 BUDGETS. Before or as soon as practical after the Effective Date, Unit Operator shall prepare a budget of estimated Unit Expense for the remainder of the calendar year, and, on or before the first day of each December thereafter, shall prepare a budget for the ensuing calendar year. A budget shall set forth the estimated Unit Expense by quarterly periods. Budgets shall be 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 promptly to each Working Interest Owner.

11.3 ADVANCE BILLINGS. Unit Operator shall have the right, without prejudice to other rights or remedies, to require Working Interest Owners to advance their respective shares of estimated Working Expense by submitting to Working Interest Owners, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, with a request for payment in advance. Within thirty (30) days after receipt of the estimate, each Working Interest Owner shall pay to Unit Operator its share of such estimate. Adjustments between estimated and actual Unit Expense shall be made by Unit Operator at the close of each quarter, and the accounts of Working Interest Owners shall be adjusted accordingly. Unit Operator shall not be required to commence any work on the Unit Area until the estimated Unit Expense has been paid in full.

11.4 COMMINGLING OF FUNDS. Any 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.

11.5 LIEN AND SECURITY INTEREST OF UNIT OPERATOR. Each Working Interest Owner grants to Unit Operator a lien upon its Oil and Gas Rights in each Tract, and a security interest in its share of Unitized Substances when extracted and its interest in all Unit Equipment, in order to secure payment of its share of Unit Expense, together with interest thereon at the rate of prime plus one percent (1%) per annum. 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 the obtaining of judgment by Unit Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Working Interest Owner in the payment of its share of Unit Expense, Unit Operator 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, plus interest, has

¹ See Copas for details.

been paid. Each purchaser shall be entitled to rely upon Unit Operator's written statement concerning the amount of any defaults. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

11.6 UNPAID UNIT EXPENSE. If any Working Interest Owner fails to pay its share of Unit Expense within sixty (60) days after rendition of a statement therefor by Unit Operator, each Working Interest Owner agrees, upon request by Unit Operator, to pay its proportionate part of the unpaid share of Unit Expense of the defaulting Working Interest Owner. Working Interest Owners that pay the share of Unit Expense of a defaulting Working Interest Owner shall be reimbursed by Unit Operator for the amount so paid, plus any interest collected thereon, upon receipt by Unit Operator of any past due amount collected from the defaulting Working Interest Owner. Any Working Interest Owner so paying a defaulting Working Interest Owner's share of Unit Expense shall, to obtain reimbursement thereof, be subrogated to the lien and other rights herein granted Unit Operator.

11.7 PENALTIES TO BE ASSESSED DEFAULTING PARTY. Should Operator propose to drill any well on the Unit Area to the unitized zone(s), or to rework, deepen, or plug back an existing well located thereon to the unitized zone(s) and a minimum of sixty-seven percent (67%) of the Working Interest Owners approve such proposed operation, then Operator shall render a statement to all Working Interest Owners setting out their estimated share of the proposed operations cost. Working Interest Owners shall then remit payment for their share of the proposed operations cost within thirty (30) days after receipt of the statement. Should any Working Interest Owner fail or refuse to remit payment for their proportionate share of any proposed operations cost within the time limit above, then the party failing or refusing to pay their share of such costs shall be deemed a defaulting Working Interest Owner and subject to the following penalties:

(a) five hundred percent (500%) of each such defaulting Working Interest Owner's share of the costs of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and pipe), plus five hundred percent (500%) of each such defaulting Working Interest Owner's share of the cost of operation of the well commencing with first production and continuing until each such defaulting party's relinquished interest shall revert to it under other provisions of this article, it being agreed that each defaulting party's share of such costs and equipment will be that interest which would have been chargeable to such defaulting Working Interest Owner had it paid its share of cost from the beginning of the operations; and,

(b) five hundred percent (500%) of that portion of the costs and expenses of drilling, reworking, deepening, plugging back, testing and completing, after deducting any cash contributions received, and five hundred percent (500%) of that portion of the cost on newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such defaulting Working Interest Owner if it had paid its share of costs.

A party who has defaulted, as provided herein, in the drilling or the deepening of a well, shall be deemed a defaulting party in any reworking or plugging back operation proposed in such a well, or portion thereof, to which the initial default applied that is conducted at any time prior to full recovery by the non-defaulting parties of the defaulting party's recoupment account. Any such reworking or plugging back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be added to the sums to be recouped by

the non-defaulting parties five hundred percent (500%) of that portion of the costs of the reworking or plugging back operation which would have been chargeable to such defaulting party if it had paid as provided herein. If such a reworking or plugging back operation is proposed during such recoupment period, the provisions of this article shall be applicable as between said non-defaulting parties in said well.

During the period of time non-defaulting parties are entitled to receive defaulting party's share of production, or the proceeds therefrom, non-defaulting parties shall be responsible for the payment of all production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to said defaulting party's share of production.

If and when the non-defaulting parties recover from a defaulting party's relinquished interest in amounts provided for above, the relinquished interest of such defaulting party shall automatically revert to it, and, from and after such reversion, such defaulting parties shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such defaulting party would have been entitled to had it paid as provided hereinabove for the drilling, reworking, deepening, or plugging back of said well. Thereafter, such defaulting parties shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure attached hereto.

11.8 CARVED-OUT INTEREST. If any Working Interest Owner shall, after executing this agreement, create an overriding royalty, production payment, net profits interest, carried interest, or any other interest out of its Working Interest, such carved-out interest shall be subject to the term and provisions of this agreement, specifically including, but without limitation, Section 11.5 hereof entitled "Lien and Security Interest of Unit Operator". 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, (b) withdraws from this agreement under the terms and provisions of Article 17 hereof, the carved-out interest shall be chargeable with a pro rata portion of all Unit Expense incurred hereunder, the same as though such carved-out interests were a Working Interest, and Unit Operator shall have the right to enforce against such carved-out interest in lien and all other rights granted in Section 11.5 for the purpose of collecting the Unit Expense chargeable to the carved-out interest, or (c) if such carved-out interest is conveyed to more than four parties, one of said parties shall be appointed as agent for all of said parties under this agreement and Unit Operator shall be furnished the name of the designated agent in writing.

11.9 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 Agreements, the difference shall be borne by or inure to the benefit of 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-fourth (1/4) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from the Tract. Such adjustments shall be made by charges and credits to the Joint Account.

ARTICLE 12
NONUNITIZED FORMATIONS

12.1 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 to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it. 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 will not be affected adversely.

ARTICLE 13
TITLE

13.1 WARRANTY AND INDEMNITY. Each Working Interest Owner represents and warrants that it is the owner of the respective Working Interests set forth opposite its name in Exhibit "D", 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; however, such indemnity and any liability for breach of warranty shall be limited to an amount equal to the net proceeds that have 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 allocation of Unitized Substances or the proceeds therefrom, as a result of a title failure.

13.2 FAILURE BECAUSE OF UNIT OPERATIONS. The failure of title to any Working Interest in any Tract because of Unit Operations, including nonproduction from such Tract, shall not change the Unit Participation of the Working Interest Owner whose title failed in relation to the Unit Participations of the Working Interest Owners at the time of the title failure.

13.3 TITLE EXAMINATION. Unit Operator is hereby authorized to conduct such title examination and title curative work on any Tract or Tracts (whether owned by Unit Operator or any other Working Interest Owner) as it deems necessary or advisable from time to time for purposes of preventing any title failure because of Unit Operations; and each Working Interest Owner who owns any interest in any such Tract agrees to cooperate in such title examination and agrees to furnish to Unit Operator all records affecting title, including and not limited to Title Opinions and Abstracts of Title, that may be in such Working Interest Owner's possession or control. All costs and expenses incurred in such title examination and curative work conducted for said purposes shall be treated as a direct charge to the Joint Account under Unit Expense.

ARTICLE 14
LIABILITY, CLAIM AND SUITS

14.1 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. Each party hereto shall be individually responsible for its own obligations as herein provided.

14.2 SETTLEMENTS. Unit Operator may settle any single damage claim or suit involving Unit Operations if the expenditure does not exceed twenty-five thousand dollars (\$25,000), provided the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, Working Interest Owners shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Unit Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of Unit Expense. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations over which such Working Interest Owner individually 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.

14.3 INDEMNIFICATION OF UNIT OPERATOR. The Working Interest Owners agree to indemnify and hold harmless the Unit Operator from each of the following losses:

(a) bankruptcy or misappropriation of funds by a drilling contractor to whom a prepayment of intangible drilling costs has been paid for a well to be drilled in a subsequent year. The loss of such prepayment shall constitute an individual loss to the parties making such prepayment;

(b) any adverse loss or tax consequence incurred as a result of a tax court or any other governmental agency not allowing the deduction of any intangible investment, for any reason.

ARTICLE 15 **LAWS AND REGULATIONS**

15.1 INTERNAL REVENUE PROVISION. 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 the 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 hereby elects to be excluded from the application of all of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1954, 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 Federal Regulations 1.761-1(a). 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 or states in which the Unit Area is located, or any future income tax law of the United States, contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each of the parties agree 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.

15.2 GOVERNMENTAL FINES, PENALTIES. All fines, interest, penalties, etc., levelled by the Department of Energy or other governing authority shall be paid for out of the Joint Account. Furthermore, if the DOE determines an overcharge has occurred, each party agrees to pay to Unit Operator his share of the overcharge. Unit Operator shall forward this payment to the Agency. If any Overriding Royalty Interest or Royalty Interest Owner refuses to pay his share of the overcharge; then, (1) his share of the overcharge shall be charged to the Joint Account; and, (2) if he later pays his share, either with cash or production, the Joint Account will be reimbursed.

ARTICLE 16
NOTICES

16.1 NOTICES. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail or telegram to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4.1 of this agreement.

ARTICLE 17
WITHDRAWAL OF WORKING INTEREST OWNER

17.1 WITHDRAWAL. A Working Interest Owner may withdraw from this agreement by assigning, without warranty of title, either express or implied, to the other Working Interest Owners all its Oil and Gas Leasehold Estate as to the Unitized Formation, together with its interest in all Unit Equipment and in all wells used in Unit Operations. The instrument of assignment may be delivered to Unit Operator for the transferees. Such assignment shall not relieve the withdrawing Working Interest Owner from any obligation or liability incurred prior to the date of the delivery of the assignment. The interest assigned shall be owned by the remaining Working Interest Owners in proportion to their respective Unit Participation. The assignees, in proportion to their respective interest so acquired, shall pay assignor, for its interest in Unit Equipment, the net salvage value thereof as determined by Working Interest Owners. After the date of delivery of the assignment, the withdrawing Working Interest Owner shall be relieved from all further obligations and liability hereunder and under the Unit Agreement, and the rights of such Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest assigned.

ARTICLE 18
ABANDONMENT OF WELLS

18.1 RIGHTS OF FORMER OWNERS. If Working Interest Owners decide to permanently abandon any 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 on which the 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 well. Within thirty (30) days after the Working Interest Owners of the Tract have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount determined by Working Interest Owners to be the net salvage value of the casing and equipment in and on the well. The Working Interest Owners of the Tract, by taking over the well, agree to seal off and protect the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations of the Oil Conservation Division of the State of New Mexico.

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

Conservation Division of the State of New Mexico with the expense of plugging to be charged to the joint account.

ARTICLE 19
EFFECTIVE DATE AND TERM

19.1 EFFECTIVE DATE. This agreement shall become effective when the Unit Agreement becomes effective. Upon its effective date, this Unit Operating Agreement shall supercede and supplant any and all previously existing operating agreements covering the Unitized Formation, or any portion thereof.

19.2 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 18 and Article 20; and, (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 20
ABANDONMENT OF OPERATIONS

20.1 TERMINATION. Upon termination of the Unit Agreement, the following will occur:

20.1.1 OIL AND GAS RIGHTS. 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.

20.1.2 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 net salvage value, as determined by Working Interest Owners, of the casing and equipment in and on the wells taken over and by agreeing upon abandonment to plug each well in compliance with applicable laws and regulations of the Oil Conservation Division of the State of New Mexico.

20.1.3 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.

20.1.4 PLUGGING AND ABANDONING WELLS. The responsibility and expense of plugging and abandoning all wells not taken over by individual Working Interest Owners pursuant to Paragraph 20.1.2 hereof, shall be borne by the Working Interest Owners. It is expressly understood that upon termination of this Unit Agreement, the responsibility and expense of plugging wells in compliance with all applicable laws and regulations shall rest with all of the Working Interest Owners of the Unit.

20.1.5 DISTRIBUTION OF ASSETS. Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their Unit Participation.

ARTICLE 21
RIGHTS OF WAY AND EASEMENTS

21.1 ASSIGNMENT TO UNIT OPERATOR. Each Working Interest Owner having rights of way, easements or leasehold interest in surface sites necessary for Unit Operations hereby agrees to assign, to the extent of its right and interest, to Unit Operator for the benefit of the Working Interest Owners, a non-exclusive right and interest in and to such interest. A Working Interest

Owner having such an interest shall, within one hundred eight (180) days after the Effective Date execute and deliver to Unit Operator, in recordable form, an assignment of such rights and interests, together with copies of the instruments creating such interests and any maps or plats further describing and depicting the affected premises.

21.2 RENTAL PAYMENTS. The owners of such interest agree to make any rental payments or other payments which may become due to avoid termination of any such interest for failure to make such payment prior to thirty (30) days beyond the date formal assignment of such interest to Unit Operator is accomplished as described in Section 21.1 above. Any payments made under this paragraph shall be a direct charge under Unit Expense.

21.3 RIGHTS OF UNIT OPERATOR. Such interest described in Section 21.1 above, shall continue in Unit Operator for so long as such are used for Unit Operators and Units released by recordable instrument. In the event the initial Unit Operator ceases to be such Unit Operator, it shall assign such rights and interests to the succeeding Unit Operator.

**ARTICLE 22
EXECUTION**

22.1 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, of other instrument agreeing to become a party hereto. The signing of any such instrument shall have the same effect as if all parties had signed the same instrument.

**ARTICLE 23
SUCCESSORS AND ASSIGNS**

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

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

OPERATOR:

BEACH EXPLORATION, INC.

By: Carl C. Beach
Carl C. Beach,
Vice President

DATE: 12-4-90

ATTEST: Jan Phillips

DATE: _____

ATTEST: _____

By: _____
Its _____

DATE: _____

ATTEST: _____

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By: _____
Its _____

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT OPERATING AGREEMENT

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SEARCH EXPLORATION, INC.
RED LAKE UNIT
NET REVENUE INTEREST

TRACT NUMBER	7	18	5A	5B	6	9	8	4	1	3	2
TRACT N.R.1.	AMOCO STATE	BOGLE FARMS	HINKLE STATE	HINKLE STATE A	LATHAM STATE	NM STATE 35	NM STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
SALDWIN, J. H.	0.05078130	0.04687500	0.04690620	0.04890630	0.05078130	0.05000000	0.05000000	0.00000000	0.00000000	0.00000000	0.00000000
SEARCH EXPLORATION, INC.	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.74500000	0.46750000	0.84500000	0.00000000
SEARCH, CARL C	0.02539060	0.02343750	0.02445310	0.02445310	0.02539060	0.02500000	0.02500000	0.00000000	0.00000000	0.00000000	0.00000000
SEARCH, WILLIAM N	0.14421800	0.13312500	0.13889380	0.13889380	0.14421870	0.14200000	0.14200000	0.00000000	0.00000000	0.00000000	0.00000000
BROWN ROYALTIES JP	0.00812500	0.00750000	0.00782500	0.00782500	0.00812500	0.00800000	0.00800000	0.00000000	0.00000000	0.00000000	0.00000000
ASTLAND OIL CO.	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.71250000
IZELL JR., T. CALDER	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
OLLAND, DAVID L	0.02539060	0.02343750	0.02445310	0.02445310	0.02539060	0.02500000	0.02500000	0.00000000	0.00000000	0.00000000	0.00000000
IGHANSON, DETRORE J, JP	0.00812500	0.00750000	0.00782500	0.00782500	0.00812500	0.00800000	0.00800000	0.00000000	0.00000000	0.00000000	0.00000000
EDONALD COMPANY	0.02539060	0.02343750	0.02445310	0.02445310	0.02539060	0.02500000	0.02500000	0.00000000	0.00000000	0.00000000	0.00000000
EDONALD, G K	0.02539060	0.02343750	0.02445310	0.02445310	0.02539060	0.02500000	0.02500000	0.00000000	0.00000000	0.00000000	0.00000000
ARRELL, DON	0.05078130	0.04687500	0.04690630	0.04890630	0.05078130	0.05000000	0.05000000	0.00000000	0.00000000	0.00000000	0.00000000
ORTON, SHERMAN H., JR	0.15539060	0.14343750	0.14965310	0.14965310	0.15539060	0.15300000	0.15300000	0.00000000	0.00000000	0.00000000	0.00000000
OSE, J P	0.03046870	0.02812500	0.02934380	0.02934370	0.03046880	0.03000000	0.03000000	0.00000000	0.00000000	0.00000000	0.00000000
ITON ENTERPRISES	0.06770830	0.06250000	0.06528830	0.06528830	0.06770830	0.06666670	0.06666670	0.00000000	0.00000000	0.00000000	0.00000000
ITON, P & E CORP.	0.06804690	0.06281250	0.06553440	0.06553450	0.06804690	0.06700000	0.06700000	0.00000000	0.00000000	0.00000000	0.00000000
ITTON, RONALD	0.03385420	0.03125000	0.03268420	0.03268420	0.03385420	0.03333330	0.03333330	0.00000000	0.00000000	0.00000000	0.00000000
RIGG OIL & MINING CO.	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.38250000	0.00000000	0.00000000
EST, CHARLES L	0.07617190	0.07031250	0.07335940	0.07335930	0.07617190	0.07500000	0.07500000	0.00000000	0.00000000	0.00000000	0.00000000
OTAL WORKING INTEREST W.R.1.	0.79533440	0.73406250	0.76887190	0.76887190	0.79523440	0.79300000	0.79300000	0.74500000	0.85000000	0.84500000	0.75000000

EACH EXPLORATION, INC.
ED LAKE UNIT
PRI UNIT PARTICIPATION

TRACT NUMBER 7 10 5A 5B 6 9 8 4 1 3 2

	TOTAL	AMCO STATE	BOBLE FARMS	HINKLE STATE	HINKLE STATE A	LATHAM STATE	NH STATE 35	NH STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
ALDWIN, J. H.	0.0218897	0.00068110	0.00096000	0.00041160	0.00047770	0.00147040	0.00153740	0.00035150	0.00000000	0.00000000	0.00000000	0.00000000
EACH EXPLORATION, INC.	0.267639	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.05177960	0.20484950	0.01013480	0.00000000
EACH, CARL C	0.0109448	0.00034060	0.00048000	0.00420580	0.00033880	0.00073520	0.00076870	0.00417570	0.00000000	0.00000000	0.00000000	0.00000000
EACH, WILLIAM N	0.0621665	0.00193430	0.00272650	0.02388900	0.00135650	0.00417600	0.00433610	0.02371810	0.00000000	0.00000000	0.00000000	0.00000000
ROWN ROYALTIES IP	0.0035024	0.00010900	0.00015360	0.00134590	0.00007640	0.00023530	0.00024600	0.00133620	0.00000000	0.00000000	0.00000000	0.00000000
ASTLAND OIL CO.	0.0270273	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.02702730
ZZELL JR., T. CALDER	0.0014225	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00142250
CLAND, DAVID L	0.0109448	0.00034060	0.00048000	0.00420580	0.00033880	0.00073520	0.00076870	0.00417570	0.00000000	0.00000000	0.00000000	0.00000000
DANSON, DEIRDRE J, IP	0.0035024	0.00010900	0.00015360	0.00134590	0.00007640	0.00023530	0.00024600	0.00133620	0.00000000	0.00000000	0.00000000	0.00000000
EDMOND COMPANY	0.0109448	0.00034060	0.00048000	0.00420580	0.00033880	0.00073520	0.00076870	0.00417570	0.00000000	0.00000000	0.00000000	0.00000000
EDMOND, S K	0.0109448	0.00034060	0.00048000	0.00420580	0.00033880	0.00073520	0.00076870	0.00417570	0.00000000	0.00000000	0.00000000	0.00000000
ARRELL, DON	0.0218897	0.00068110	0.00096000	0.00041160	0.00047770	0.00147040	0.00153740	0.00035150	0.00000000	0.00000000	0.00000000	0.00000000
ORTON, SHERMAN H, JR	0.0669823	0.00208420	0.00253770	0.02373550	0.00146160	0.00449940	0.00470440	0.02555550	0.00000000	0.00000000	0.00000000	0.00000000
OSE, J P	0.0131338	0.00040070	0.00057600	0.00504700	0.00028660	0.00080220	0.00092240	0.00501090	0.00000000	0.00000000	0.00000000	0.00000000
ITTON ENTERPRISES	0.0291061	0.00090010	0.00128000	0.01121550	0.00044010	0.00190050	0.00204980	0.01113530	0.00000000	0.00000000	0.00000000	0.00000000
ITTON, P & E CORP.	0.0293320	0.00091270	0.00128640	0.01127150	0.00044010	0.00197030	0.00206010	0.01119090	0.00000000	0.00000000	0.00000000	0.00000000
ITTON, RONALD	0.0145938	0.00045410	0.00040000	0.00560770	0.00031840	0.00090030	0.00102490	0.00556760	0.00000000	0.00000000	0.00000000	0.00000000
RIGG OIL & MINING CO.	0.1670041	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.16700410	0.00000000	0.00000000
EST, CHARLES L	0.0328345	0.00102170	0.00144000	0.01261740	0.00071650	0.00220560	0.00230610	0.01252720	0.00000000	0.00000000	0.00000000	0.00000000
	0.00500940	0.01066640	0.01500300	0.13172580	0.00748000	0.02302650	0.02407540	0.13070870	0.05177960	0.37245360	0.01013480	0.02044080

EACH EXPLORATION, INC.
ED LAKE UNIT
RI UNIT PARTICIPATION

FACT NUMBER 7 10 5A 5B 6 9 8 4 1 3 2

ED LAKE UNIT - N.R.1. TOTAL ANOCO STATE BOGLE FARMS HINKLE STATE HINKLE STATE A LATMAN STATE NH STATE 35 NH STATE 36 STATE 24 GOVERNMENT ALLEN-FEDERAL MAX-FEDERAL

ED LAKE UNIT - N.R.1.	TOTAL	ANOCO STATE	BOGLE FARMS	HINKLE STATE	HINKLE STATE A	LATMAN STATE	NH STATE 35	NH STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
LEN, S. W. & JUANITA S.	0.0003598	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00035980	0.00000000
MOCO PRODUCTION	0.0003383	0.00033830	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00033830	0.00000000
OGLE FARMS, INC.	0.0012800	0.00000000	0.00128000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00128000	0.00000000
ALLAKAY, V J	0.0002715	0.00000000	0.00000000	0.00000000	0.00000000	0.00027150	0.00000000	0.00000000	0.00000000	0.00000000	0.00027150	0.00000000
ZF COMPANY	0.0002715	0.00000000	0.00000000	0.00000000	0.00000000	0.00027150	0.00000000	0.00000000	0.00000000	0.00000000	0.00027150	0.00000000
HILDERS, MICHAEL R.	0.0001738	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00017380	0.00000000	0.00000000	0.00000000
ARTMOUTH COLLEGE ENDOWMENT	0.0012800	0.00000000	0.00128000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00128000	0.00000000
RICKSON, W R & WANDA FHE	0.0002715	0.00000000	0.00000000	0.00000000	0.00000000	0.00027150	0.00000000	0.00000000	0.00000000	0.00000000	0.00027150	0.00000000
RYON	0.0122915	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.01229150
RANKLIN, ROBERT D, JR	0.0007952	0.00000000	0.00000000	0.00000000	0.00000000	0.00079520	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
AMMACK, ELIZABETH S	0.0007952	0.00000000	0.00000000	0.00000000	0.00000000	0.00079520	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
ZIBURN, SAM E	0.0007952	0.00000000	0.00000000	0.00000000	0.00000000	0.00079520	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
HINKLE INVESTMENT COMPANY	0.0135321	0.00000000	0.00000000	0.00000000	0.00000000	0.01289960	0.00073250	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
KATHAN CD., E L	0.0004524	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00045240
ONE ERMA	0.0039902	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00399020
ARALO INC	0.0092708	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00927080
INVEST INVESTMENT CO	0.0025601	0.00000000	0.00000000	0.00256010	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
MS	0.0992651	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.09926510
ORRIS, ALEXANDRA C	0.0003976	0.00000000	0.00000000	0.00000000	0.00000000	0.00039760	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
ORRIS, ROBERT B	0.0003976	0.00000000	0.00000000	0.00000000	0.00000000	0.00039760	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
UMFORD ESTATE, CHARLES E	0.0002715	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00027150
EPHERON, W G	0.0002715	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00027150
JRTON, GAIL L	0.0074451	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
DUDE, RANDALL	0.0019778	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
YAN, MARTHA M.	0.0011380	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
ZHEINURTH, MARK	0.0004945	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
DATE OF NEW MEXICO	0.0231765	0.00167670	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
ZAR, MARK S.	0.0001738	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
ATES EXPLORATION CO.	0.0109545	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000
	0.19439060	0.00274660	0.00544720	0.04026920	0.00228700	0.00592950	0.00667260	0.03629530	0.01772330	0.06572740	0.00185920	0.00948320
	1.00000000	0.01341300	0.02048100	0.17199500	0.00976300	0.02899600	0.03074800	0.16702900	0.06950900	0.43018100	0.01199400	0.03793300

EXHIBIT " E "

Attached to and made a part of Unit Operating Agreement dated September 4, 1990
By and Between BEACH EXPLORATION, INC., Operator, and J. H. Baldwin et al,
Non-Operators.

**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.

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 ~~NCNB TEXAS~~
NATIONAL BANK-MIDLAND 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.

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.
- B. 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. 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.

SEE PAGE 8

~~(4) 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 _____ percent (____%) 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:

(X) 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 \$ 3,500.00
 (Prorated for less than a full month)

Producing Well Rate \$ 350.00

- (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 BE NEGOTIATED

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 \$ _____ :

- A. _____ % of first \$100,000 or total cost if less, plus
- B. _____ % of costs in excess of \$100,000 but less than \$1,000,000, plus
- C. _____ % 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 BE NEGOTIATED

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. _____ % of total costs through \$100,000; plus
- B. _____ % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- C. _____ % 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 2½ 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 2½ 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 ¼ 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 ¼ 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 ¼ 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
- (b) 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.

3. Labor (Continued from Page 2 hereof)

A. (4) The charges for Operator's first level supervisor and technical employees temporarily assigned to the joint property will be as follows:

(a) Field Foremen (drilling or production) at \$300 per day plus expenses.

(b) Engineer, Geologists or other degreed professionals at \$350 per day plus expenses.

Should any conflict arise between the rates charged in the foregoing paragraph and any other portion of Exhibit "C" hereof, the rates prescribed in the above Paragraph 3.A.(4)(a) and (b) shall prevail.

Said rates shall be subject to the escalation clauses described in Article III., Paragraph 1.A.(3), at Page 4 of this Exhibit "C".

E X H I B I T " F "

Attached to and made a part of Unit Operating Agreement dated September 4, 1990 by and between BEACH EXPLORATION, INC., Operator, and J. H. BALDWIN ET AL, Non-Operators.

I N S U R A N C E

Operator will carry, or cause to be carried, at the joint expense, that is, on a pro rata basis, of the parties in interest in the Unit Area, the following insurance covering all operations in the Unit Area:

- (a) Workman's Compensation Insurance, including Employer's Liability, in accordance with the laws of the State where operations are being conducted;
- (b) Comprehensive General Public Liability with bodily injury limits of \$100,000 for any one person and \$300,000 for any one accident; and property damage limits of \$100,000 for any one accident and \$300,000 aggregate;
- (c) Automobile Public Liability with bodily injury limits of \$250,000 for any one person and \$500,000 for any one accident; and property damage limits of \$100,000 for each accident; said insurance to cover "owned", "not owned" and "hired" automobiles;
- (d) Excessive Liability (Umbrella) Policy with \$3,000,000 limit;

in connection with which it is understood that Operator shall have no obligation to carry any insurance, other than that afore-recited, on operations in the Unit Area unless requested in writing to do so by all of the parties in interest in the leases covering such area. It is further understood that in the event Operator cannot for any reason procure the afore-recited insurance covering operations in the Unit Area, then it will have no liability and/or responsibility for failure to carry such insurance provided it promptly notifies the parties in interest in such area of its inability to so procure such insurance coverage.

Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

Executed as of the day and year first above written.

DATE: September 4, 1990

BEACH EXPLORATION, INC.

ATTEST: [Signature]
Asst. Sec.

[Signature]
By: Carl C. Beach,
Its Vice President

DATE: December 17, 1990

[Signature]
G. W. Allen

ATTEST: [Signature]

[Signature]
By: Juanita G. Allen
Its _____

DATE: _____

ATTEST: _____

By: _____
Its _____

DATE: _____

ATTEST: _____

By: _____
Its _____

DATE: _____

ATTEST: _____

By: _____
Its _____

DATE: _____

ATTEST: _____

By: _____
Its _____

DATE: _____

ATTEST: _____

By: _____
Its _____

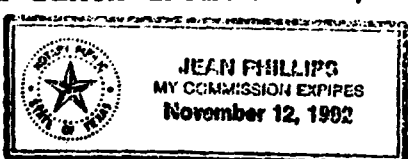
Exhibits A through K
Complete Set

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

104

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF ARKANSAS §
§
THE COUNTY OF SHARP §

The foregoing instrument was acknowledged before me this 17th day of December, 1990, by G. W. Allen and his wife, Juanita G. Allen of PO Box 581 Cherokee Village, a Arkansas 72525.

Clara J. Carter, Notary Public in and for Sharp County, Arkansas. My commission expires 6-27-94

(s)

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, _____ of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, _____ of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, _____ of _____, a _____.

_____, Notary Public in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: *Jan Phillips*
15
16 *Asst. Sec.*

Carl C. Beach
By: Carl C. Beach,
Its Vice President

17
18
19
20 DATE: DECEMBER 7, 1990

[Signature]

21
22 ATTEST: _____

By: _____
Its _____

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28 DATE: _____

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30 ATTEST: _____

By: _____
Its _____

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By: _____
Its _____

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46 ATTEST: _____

By: _____
Its _____

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By: _____
Its _____

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62 ATTEST: _____

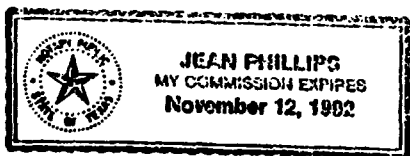
By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

J.H. K... - WI

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4TH
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF TEXAS §
§
THE COUNTY OF DAWSON §

The foregoing instrument was acknowledged before me this 7TH
day of DECEMBER, 1990, by J.H. BALDWIN,
of LAMESA, TEXAS,



Evelyn Beaty, Notary Public
in and for TEXAS.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST:

15 Jean Phillips
16 Dist. Secy.

Carl C. Beach

By: Carl C. Beach,
Its Vice President

17
18
19
20 DATE: 12-26-90

Loy G. Fletcher

21
22 ATTEST:

23 _____

Loy G. Fletcher

By: _____

Its _____

24
25
26
27
28 DATE: 12-26-90

J. T. Jackson Jr.

29
30 ATTEST:

31 _____

J. T. Jackson Jr.

By: _____

Its _____

32
33
34
35
36 DATE: 12-26-90

Carroll W. Bellah

37
38 ATTEST:

39 _____

Carroll W. Bellah

By: _____

Its _____

40
41
42
43
44 DATE: 12-26-90

James E. Guy

45
46 ATTEST:

47 _____

James E. Guy

By: _____

Its _____

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52 DATE: _____

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54 ATTEST:

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By: _____

Its _____

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62 ATTEST:

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By: _____

Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

BELLAH
FLETCHER
Guy
Jackson

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF New Mexico §
§
THE COUNTY OF Eddy §

The foregoing instrument was acknowledged before me this 26th day of December, 1990, by Loy H. Ditcher, Individual of _____, a _____.

Betty J. Klein
BETTY J. KLEIN, Notary Public in and for State of New Mexico.

My Commission Expires: Jun 23, 1993

THE STATE OF New Mexico §
§
THE COUNTY OF Eddy §

The foregoing instrument was acknowledged before me this 26th day of December, 1990, by J. J. Jackson, Jr., Individual of _____, a _____.

Betty J. Klein
BETTY J. KLEIN, Notary Public in and for State of New Mexico.

My Commission Expires: Jun 23, 1993

THE STATE OF New Mexico §
§
THE COUNTY OF Eddy §

The foregoing instrument was acknowledged before me this 26th day of December, 1990, by Carroll W. Beldak, Individual of _____, a _____.

Betty J. Klein
BETTY J. KLEIN, Notary Public in and for State of New Mexico.

My Commission Expires: Jun 23, 1993

THE STATE OF New Mexico §
§
THE COUNTY OF Eddy §

The foregoing instrument was acknowledged before me this 26th day of December, 1990, by James E. Henry, Individual of _____, a _____.

Betty J. Klein
BETTY J. KLEIN, Notary Public in and for State of New Mexico.

My Commission Expires: Jun 23, 1993

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.

8
9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jan Phillips
15 Asst. Sec.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 12-31-90

Wanda Erickson

21
22 ATTEST: Ida Holland

W. R. & Wanda Erickson
23 By: W. R. & WANDA ERICKSEN
24 Its OWNERS

25
26
27
28 DATE: _____

29
30 ATTEST: _____

31
32 By: _____
33 Its _____

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36 DATE: _____

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40 By: _____
41 Its _____

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57 Its _____

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60 DATE: _____

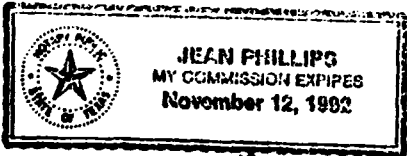
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62 ATTEST: _____

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64 By: _____
65 Its _____

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68 RED LAKE UNIT
69 EDDY COUNTY, NEW MEXICO
70 UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF New Mexico §
§
THE COUNTY OF Lea §

The foregoing instrument was acknowledged before me this 3rd day of December, 1990, by W.R. + Wanda Erickson, owners of _____, a _____.

Ada Holland, Notary Public in and for the state of New Mexico.
My commission expires 5-23-93

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13 ATTEST: Jean Phillips
14
15 Asst. Sec.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

16
17
18
19
20 DATE: _____

Robert O. Franklin, Jr.

21 ATTEST: _____

Robert O. Franklin, Jr.
By: _____
Its _____

22
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28 DATE: _____

29 ATTEST: _____

By: _____
Its _____

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By: _____
Its _____

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By: _____
Its _____

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60 DATE: _____

61 ATTEST: _____

By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

Page

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 DSSI Secy.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

16
17
18
19
20 DATE: 12-19-90

Elizabeth S. Hammack

21
22 WITNESS: Alroy Kuderna

By: _____
Its _____

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28 DATE: _____

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30 ATTEST: _____

By: _____
Its _____

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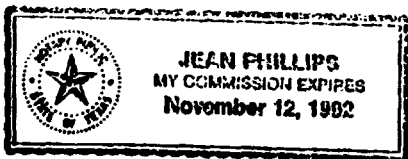
By: _____
Its _____

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68 RED LAKE UNIT
69 EDDY COUNTY, NEW MEXICO
70 UNIT AGREEMENT

ELIZABETH S. HAMMACK - RI

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

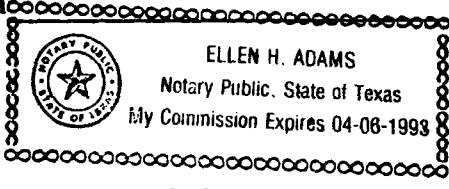
THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF TEXAS §
§
THE COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 19th day of December, 1990, by Elizabeth S. Hammack, of _____, a _____.



Ellen H. Adams
Ellen H. Adams, Notary Public in and for the State of Texas.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13 ATTEST: Jean Phillips
14
15 Assoc. Secy.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 12-7-90

Robert B. Morril

21 ATTEST: Jean Phillips
22
23 Jean Phillips

Jean Phillips
24 By: Hill Operators, Inc.
25 Its President

26
27 DATE: 12-7-90

Jean Phillips

28 ATTEST: _____

29
30 By: _____
31 Its _____

32
33 DATE: _____

34 ATTEST: _____

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36 By: _____
37 Its _____

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39 DATE: _____

40 ATTEST: _____

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42 By: _____
43 Its _____

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52 ATTEST: _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

HILLBURN
MORRIS

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 7th day of December, 1990, by Sam E Hilburn,
a _____ of _____.

Joan C. Bonney
JOAN C. BONNEY, Notary Public
in and for Midland Co., TEXAS

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 7th day of December, 1990, by Robert B. Morris,
a _____ of _____.

Joan C. Bonney
JOAN C. BONNEY, Notary Public
in and for the state of Texas.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____,
a _____ of _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____,
a _____ of _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 Asst. Secy.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 2 January 1991

HINKLE INVESTMENT COMPANY

21
22 ATTEST: _____

James L. Hinkle
23
24 By: James L. Hinkle
25 Its General Partner

26
27
28 DATE: _____

29
30 ATTEST: _____

31
32 By: _____
33 Its _____

34
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36 DATE: _____

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38 ATTEST: _____

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40 By: _____
41 Its _____

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56 By: _____
57 Its _____

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60 DATE: _____

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62 ATTEST: _____

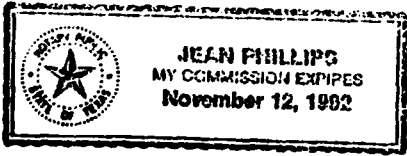
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64 By: _____
65 Its _____

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68 RED LAKE UNIT
69 EDDY COUNTY, NEW MEXICO
70 UNIT AGREEMENT

Paul

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF NEW MEXICO §
§
THE COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this 2nd
day of January, 1990, by James L. Hinkle,
General Partner of Hinkle Investment Company,
a New Mexico Limited Partnership.

My commission expires:
11-5-93

Gerry M. Rogers
Gerry M. Rogers, Notary Public
in and for Chaves County, N.M.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 Asst. Secy.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 12/30/90

21
22 ATTEST: _____

David L. Hollen
23 By: David L. Hollen
24 Its _____

25
26
27
28 DATE: _____

29
30 ATTEST: _____

31
32 By: _____
33 Its _____

34
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36 DATE: _____

37
38 ATTEST: _____

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40 By: _____
41 Its _____

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44 DATE: _____

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46 ATTEST: _____

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49 Its _____

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54 ATTEST: _____

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56 By: _____
57 Its _____

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60 DATE: _____

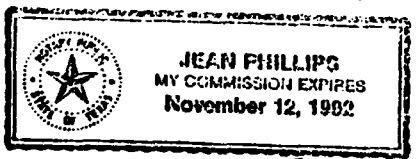
61
62 ATTEST: _____

63
64 By: _____
65 Its _____

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67
68 RED LAKE UNIT
69 EDDY COUNTY, NEW MEXICO
70 UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

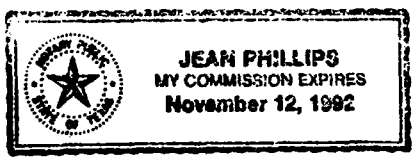
The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 30
day of DECEMBER, 1990, by DAVID L. HOLLAND,
of MIDLAND COUNTY,
an INDIVIDUAL.



Jean Phillips
, Notary Public
in and for STATE OF TEXAS.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: *Jean Phillips*
15 Asst. Sec.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

16
17
18
19
20 DATE: 12/10/90

E. L. LATHAM Co.

21
22 ATTEST: *Jim Rowland*

E. L. Latham, Jr.
By: _____
Its PARTNER

23
24
25
26
27
28 DATE: _____

29
30 ATTEST: _____

By: _____
Its _____

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36 DATE: _____

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38 ATTEST: _____

By: _____
Its _____

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46 ATTEST: _____

By: _____
Its _____

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52 DATE: _____

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54 ATTEST: _____

By: _____
Its _____

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60 DATE: _____

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62 ATTEST: _____

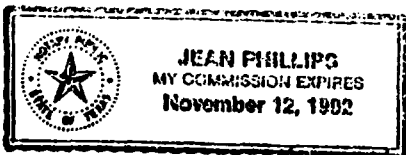
By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

EL LATHAM Co - EI

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF New Mexico §
§
THE COUNTY OF LEA §

The foregoing instrument was acknowledged before me this 10th day of DECEMBER, 1990, by E. L. LATHAM, JR., of E. L. LATHAM Co., a NEW MEXICO GENERAL PARTNERSHIP.

Jan 27, 1992
Alan Rowland, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15
16 Asst. Sec.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

17
18
19
20 DATE: DECEMBER 10, 1990

G.K. McDonald

21
22 ATTEST: _____

G.K. McDonald
By: G.K. McDonald
Its ATTORNEY-IN-FACT

23
24
25
26
27
28 DATE: _____

29
30 ATTEST: _____

By: _____
Its _____

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36 DATE: _____

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38 ATTEST: _____

By: _____
Its _____

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By: _____
Its _____

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54 ATTEST: _____

By: _____
Its _____

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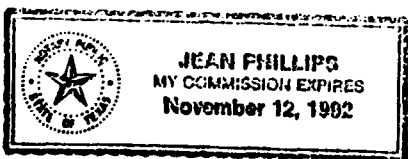
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62 ATTEST: _____

By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

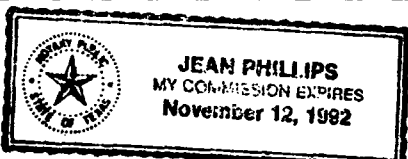
The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 10th
day of DECEMBER, 1990, by GK McDONALD,
ATTORNEY IN FACT of McDONALD COMPANY,
a PARTNERSHIP.



Jean Phillips
, Notary Public
in and for STATE OF TEXAS.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

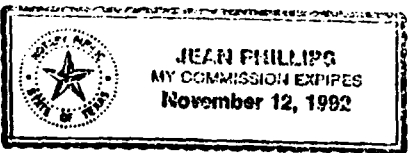
The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

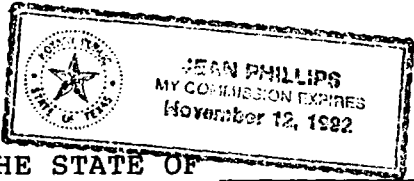
The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 10th day of DECEMBER, 1990, by G K McDONALD, of _____, a _____.



Jean Phillips
_____, Notary Public in and for STATE OF TEXAS.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

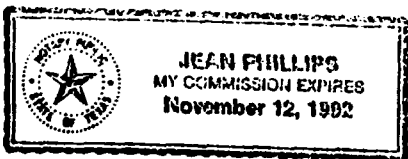
The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, of _____, a _____.

_____, Notary Public in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

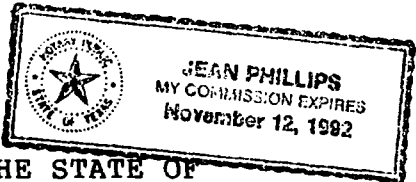
The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 10th
day of DECEMBER, 1990, by C. K. McDONALD,
of _____,
a _____.



Jean Phillips
_____, Notary Public
in and for STATE OF TEXAS.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.

8
9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 Asst. Secy.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 10 December 90

Norman G. Lewis

21
22 ATTEST: _____

By: _____
Its _____

23
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26
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28 DATE: _____

29
30 ATTEST: _____

By: _____
Its _____

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36 DATE: _____

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By: _____
Its _____

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46 ATTEST: _____

By: _____
Its _____

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54 ATTEST: _____

By: _____
Its _____

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60 DATE: _____

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62 ATTEST: _____

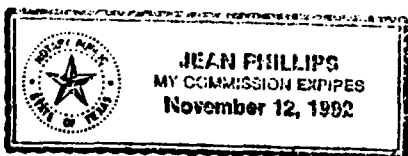
By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

McNEEL Wm. G. - R I

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th
day of NOVEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF NEW MEXICO §
§
THE COUNTY OF LEA §

The foregoing instrument was acknowledged before me this 10th
day of DECEMBER, 1990, by WILLIAM G. McPHERSON,
of _____,
a _____.

John Rowland June 27, 1992
John Rowland, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15
16 Asst. Sec.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

17
18
19
20 DATE: 4 January 1991

Alexandra Morris

21
22 ATTEST: Alexandra Morris

ALEXANDRA MORRIS
By: _____
Its _____

23
24
25
26
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28 DATE: _____

29
30 ATTEST: _____

By: _____
Its _____

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36 DATE: _____

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38 ATTEST: _____

By: _____
Its _____

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By: _____
Its _____

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54 ATTEST: _____

By: _____
Its _____

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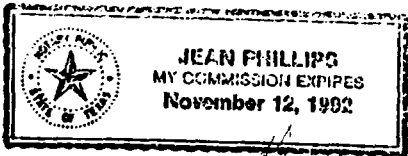
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62 ATTEST: _____

By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

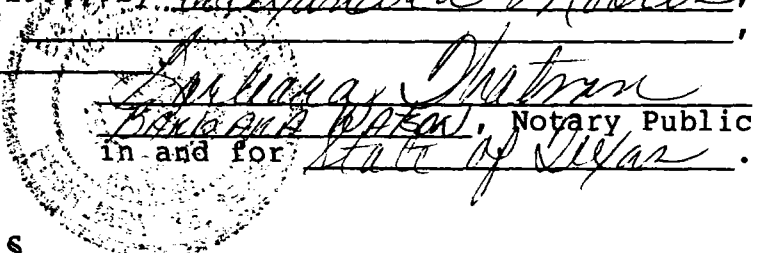
The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF Texas §
§
THE COUNTY OF Midland §

The foregoing instrument was acknowledged before me this
day of January 7, 1990, by Barbara A. Watson
of _____,
a _____.



THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 Asst. Secy.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 12-10-90

21
22 ATTEST: Margaret L. Mason

CHARLES E. MUMFORD ESTATE
23 By: Juan E. Mumford
24 Its Executrix

25
26
27 DATE: _____

28
29 ATTEST: _____

30
31
32 By: _____
33 Its _____

34
35
36 DATE: _____

37
38 ATTEST: _____

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41 By: _____
42 Its _____

43
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45 DATE: _____

46
47 ATTEST: _____

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50 By: _____
51 Its _____

52
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54 DATE: _____

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56 ATTEST: _____

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59 By: _____
60 Its _____

61
62
63 DATE: _____

64
65 ATTEST: _____

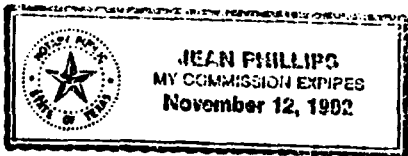
66
67
68 By: _____
69 Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

MUMFORD EST. - R.I.

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF NEW MEXICO §
§
THE COUNTY OF LEA §

The foregoing instrument was acknowledged before me this 10th
day of December, 1990, by JEAN E. MUMFORD
Executrix of CHARLES E. MUMFORD ESTATE,
a _____.

Lee S. Kenna Notary Public
in and for Lea County.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: *Jan Phillips*
15
16 Asst. Sec.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

17
18
19
20 DATE: 2-10-90

21
22 ATTEST: _____

Don Harrell
By: _____
Its _____

23
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28 DATE: _____

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30 ATTEST: _____

By: _____
Its _____

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36 DATE: _____

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38 ATTEST: _____

By: _____
Its _____

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By: _____
Its _____

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54 ATTEST: _____

By: _____
Its _____

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60 DATE: _____

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62 ATTEST: _____

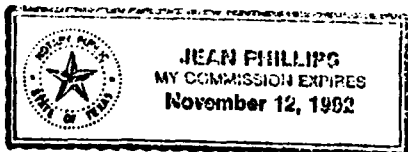
By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

Don Harrell - 1015

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4TH
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

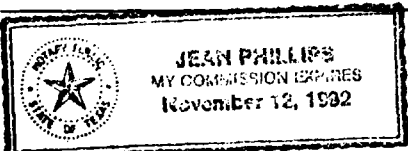
THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 10TH
day of DECEMBER, 1990, by DON NARELL,
_____ of _____,
a _____.



Jean Phillips
_____, Notary Public
in and for STATE OF TEXAS.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.

8
9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 Assistant

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 12-20-90

Gail L. Norton

21
22 ATTEST: _____

23
24 By: _____
25 Its _____

26
27
28 DATE: _____

29
30 ATTEST: _____

31
32 By: _____
33 Its _____

34
35
36 DATE: _____

37
38 ATTEST: _____

39
40 By: _____
41 Its _____

42
43
44 DATE: _____

45
46 ATTEST: _____

47
48 By: _____
49 Its _____

50
51
52 DATE: _____

53
54 ATTEST: _____

55
56 By: _____
57 Its _____

58
59
60 DATE: _____

61
62 ATTEST: _____

63
64 By: _____
65 Its _____

66
67
68 RED LAKE UNIT
69 EDDY COUNTY, NEW MEXICO
70 UNIT AGREEMENT

GAIL NORTON - AI

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

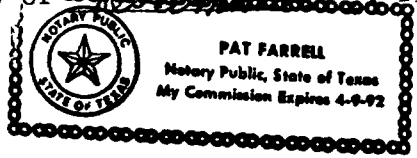
The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF Texas }
THE COUNTY OF Lubbock }

The foregoing instrument was acknowledged before me this 20th
day of October, 1990, by Pat Farrell



Pat Farrell
Notary Public in and for
Lubbock County, Texas.

THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ___
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ___
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ___
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 Asst. Secy.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 12-27-90

21
22 ATTEST: _____

Sherman H. [Signature]
23 By: _____
24 Its _____

25
26
27
28 DATE: _____

29
30 ATTEST: _____

31
32 By: _____
33 Its _____

34
35
36 DATE: _____

37
38 ATTEST: _____

39
40 By: _____
41 Its _____

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44 DATE: _____

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46 ATTEST: _____

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48 By: _____
49 Its _____

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52 DATE: _____

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54 ATTEST: _____

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56 By: _____
57 Its _____

58
59
60 DATE: _____

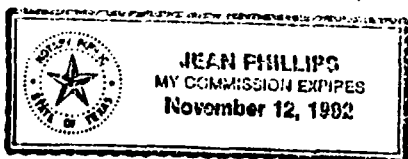
61
62 ATTEST: _____

63
64 By: _____
65 Its _____

66
67
68 RED LAKE UNIT
69 EDDY COUNTY, NEW MEXICO
70 UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF _____ §

THE STATE OF Texas §
THE COUNTY OF Lubbock §

The foregoing instrument was acknowledged before me this 27th
day of December, 1990, by Sherman N. Dexter Jr.



Pat Farrell
Notary Public in and for
Lubbock County, Texas.

_____, _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 Asst. Secy.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: 12-10-90

21
22 ATTEST: Suzanne Bernadette

Randy Paul
23
24 By: _____
25 Its _____

26
27
28 DATE: _____

29
30 ATTEST: _____

31
32 By: _____
33 Its _____

34
35
36 DATE: _____

37
38 ATTEST: _____

39
40 By: _____
41 Its _____

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44 DATE: _____

45
46 ATTEST: _____

47
48 By: _____
49 Its _____

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52 DATE: _____

53
54 ATTEST: _____

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56 By: _____
57 Its _____

58
59
60 DATE: _____

61
62 ATTEST: _____

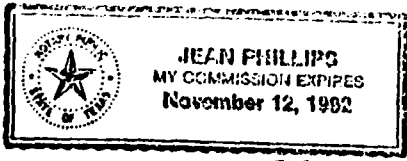
63
64 By: _____
65 Its _____

66
67
68 RED LAKE UNIT
69 EDDY COUNTY, NEW MEXICO
70 UNIT AGREEMENT

Handwritten signature/initials

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

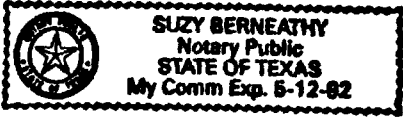
The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 10th day of December, 1990, by RANDY PRIDE,
a _____ of _____,



Suzy Berneathy
SUZY BERNEATHY, Notary Public
in and for STATE OF TEXAS.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____,
a _____ of _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____,
a _____ of _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____,
a _____ of _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: *Jean Phillips*
15 *Asst. Secy.*

Carl C. Beach
By: Carl C. Beach,
Its Vice President

16
17
18
19
20 DATE: 12-30-90

J. Roe

21 ATTEST: _____

By: _____
Its _____

22
23
24
25
26
27
28 DATE: _____

29 ATTEST: _____

By: _____
Its _____

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36 DATE: _____

37 ATTEST: _____

By: _____
Its _____

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44 DATE: _____

45 ATTEST: _____

By: _____
Its _____

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52 DATE: _____

53 ATTEST: _____

By: _____
Its _____

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60 DATE: _____

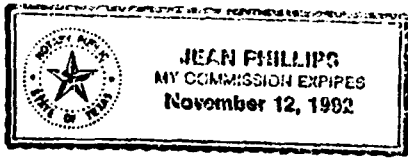
61 ATTEST: _____

By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

THE STATE OF Texas |
THE COUNTY OF Lubbock |

The foregoing instrument was acknowledged before me this 20th day of December, 1990, by J. P. Rose.



Pat Farrell
Notary Public in and for Lubbock County, Texas.

_____ of _____,
a _____,
_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____ of _____ a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____ of _____ a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: September 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15 Assoc. Secy.

Carl C. Beach
16 By: Carl C. Beach,
17 Its Vice President

18
19
20 DATE: Dec. 10, 1990

Mark F. Schweinfurth

21
22 ATTEST: Delinda McBoxxell

Mark Schweinfurth
23 By: _____
24 Its _____
25
26
27

28 DATE: _____

29 ATTEST: _____

30 By: _____
31 Its _____
32
33
34

35 DATE: _____

36 ATTEST: _____

37 By: _____
38 Its _____
39
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41

42 DATE: _____

43 ATTEST: _____

44 By: _____
45 Its _____
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49 DATE: _____

50 ATTEST: _____

51 By: _____
52 Its _____
53
54
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56 DATE: _____

57 ATTEST: _____

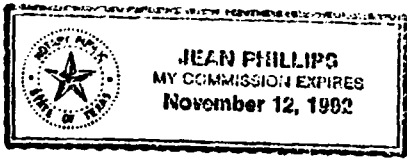
58 By: _____
59 Its _____
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68 RED LAKE UNIT
69 EDDY COUNTY, NEW MEXICO
70 UNIT AGREEMENT

Handwritten note: 1/16/90 2:00 PM 1/16/90 (1)

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th
day of DECEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF Texas §
§
THE COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 10th
day of December, 1990, by Mark F. Schweinfurth,
of _____,
a _____.

Diane DePrang Hurst
Notary Public
in and for Midland County, Texas.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: *Jean Phillips*
15
16 Asst. Sec.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

17
18
19
20 DATE: January 2, 1991

P & E SITTON CORPORATION

21
22 ATTEST: *Anna King*
23
24

Frank R. Sitton
By: *Frank R. Sitton*
Its President

25
26
27
28 DATE: _____

29
30 ATTEST: _____

By: _____
Its _____

31
32
33
34
35
36 DATE: _____

37
38 ATTEST: _____

By: _____
Its _____

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41
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44 DATE: _____

45
46 ATTEST: _____

By: _____
Its _____

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52 DATE: _____

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54 ATTEST: _____

By: _____
Its _____

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60 DATE: _____

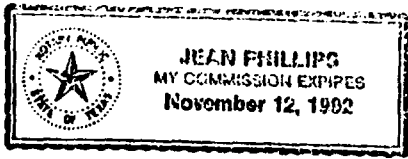
61
62 ATTEST: _____

By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

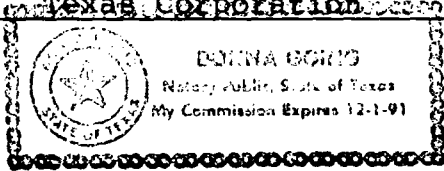
The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF Texas §
§
THE COUNTY OF Lubbock §

The foregoing instrument was acknowledged before me this 2nd
day of January, 1990, by Frank R. Sitton,
President of P & E Sitton Corporation,
a Texas Corporation.



Donna Going
Donna Going, Notary Public
in and for the State of Texas.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: Jean Phillips
15
16 Asst. Secy.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

17
18
19
20 DATE: January 2, 1991

SITTON ENTERPRISES

21
22 ATTEST: Arma Young
23

Frank R. Sitton
By: Frank R. Sitton
Its General Partner

24
25
26
27
28 DATE: _____

29
30 ATTEST: _____

By: _____
Its _____

31
32
33
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36 DATE: _____

37
38 ATTEST: _____

By: _____
Its _____

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44 DATE: _____

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46 ATTEST: _____

By: _____
Its _____

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52 DATE: _____

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54 ATTEST: _____

By: _____
Its _____

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60 DATE: _____

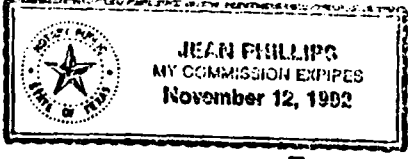
61
62 ATTEST: _____

By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

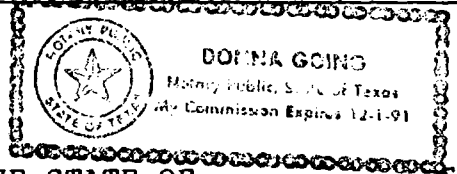
The foregoing instrument was acknowledged before me this 4th day of , 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and for the State of Texas.

THE STATE OF Texas §
§
THE COUNTY OF Lubbock §

The foregoing instrument was acknowledged before me this 2nd day of January, 1991, by Frank R. Sitton, General Partner of Sitton Enterprises, a Texas Partnership.



Donna Going
Donna Going, Notary Public in and for the State of Texas.

THE STATE OF §
§
THE COUNTY OF §

The foregoing instrument was acknowledged before me this day of , 1990, by , of , a .

 , Notary Public in and for .

THE STATE OF §
§
THE COUNTY OF §

The foregoing instrument was acknowledged before me this day of , 1990, by , of , a .

 , Notary Public in and for .

THE STATE OF §
§
THE COUNTY OF §

The foregoing instrument was acknowledged before me this day of , 1990, by , of , a .

 , Notary Public in and for .

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: *Jan Phillips*
15
16 Asst. Secy.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

17
18
19
20 DATE: January 2, 1991

Ronald Sitton

21
22 ATTEST: *Anna Garcia*
23
24

Ronald Sitton
By: Ronald Sitton
Its _____

25
26
27 DATE: _____

28
29 ATTEST: _____

By: _____
Its _____

30
31
32 DATE: _____

33
34 ATTEST: _____

By: _____
Its _____

35
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37 DATE: _____

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39 ATTEST: _____

By: _____
Its _____

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42 DATE: _____

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44 ATTEST: _____

By: _____
Its _____

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46
47 DATE: _____

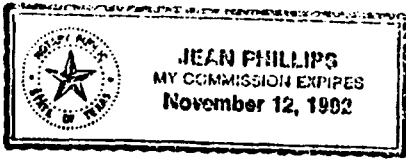
48
49 ATTEST: _____

By: _____
Its _____

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RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

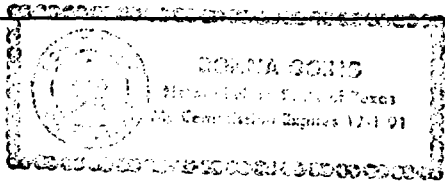
The foregoing instrument was acknowledged before me this 4th
day of DECEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF Texas §
§
THE COUNTY OF Lubbock §

The foregoing instrument was acknowledged before me this 2nd
day of January, 1991, by Ronald Sitton,
of _____,
a _____.



Donna Going
Donna Going, Notary Public
in and for the State of Texas.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: September 4, 1990

BEACH EXPLORATION, INC.

13
14 ATTEST: *Jean Phillips*
15 1551 5th St.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

16
17
18
19
20 DATE: Dec 9, 1990

Pauline S. Lopez

21
22 ATTEST: *[Signature]*

By: _____
Its _____

23
24
25
26
27
28 DATE: _____

29
30 ATTEST: _____

By: _____
Its _____

31
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36 DATE: _____

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38 ATTEST: _____

By: _____
Its _____

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46 ATTEST: _____

By: _____
Its _____

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52 DATE: _____

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54 ATTEST: _____

By: _____
Its _____

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59
60 DATE: _____

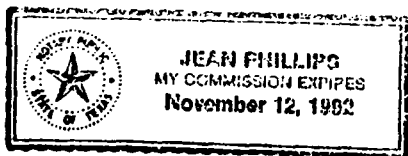
61
62 ATTEST: _____

By: _____
Its _____

63
64
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66
67
68
69
70
RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF NEW MEXICO §
§
THE COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this 21st
day of DECEMBER, 1990, by PALLINE V. TRIGG,
OWNER of TRIGG OIL & MINING CORPORATION,
a NEW MEXICO CORPORATION.

Terl Evans
TERL EVANS, Notary Public
in and for the State of NEW MEXICO

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

1 Unit Operating Agreement has the effect of reducing any
2 Working Interest Owner's participation in the production of
3 Unitized Substances or increasing such Working Interest
4 Owner's share of Unit Expense, such Working Interest Owner
5 shall not be deemed to have hereby approved the amended
6 agreements without the necessity of further approval in
7 writing by said Working Interest Owner.
8

9 Executed as of the day and year first above written.

10
11
12 DATE: SEPTEMBER 4, 1990

BEACH EXPLORATION, INC.

13 ATTEST: Jean Phillips
14
15 Assoc. Secy.

Carl C. Beach
By: Carl C. Beach,
Its Vice President

16
17
18
19
20 DATE: December 26, 1990

MARK S. VOZAR

21 ATTEST: Jean Phillips
22
23

M. S. Vozar
By: _____
Its _____

24
25
26
27
28 DATE: _____

29 ATTEST: _____

By: _____
Its _____

30
31
32
33
34
35
36 DATE: _____

37 ATTEST: _____

By: _____
Its _____

38
39
40
41
42
43
44 DATE: _____

45 ATTEST: _____

By: _____
Its _____

46
47
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49
50
51
52 DATE: _____

53 ATTEST: _____

By: _____
Its _____

54
55
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57
58
59
60 DATE: _____

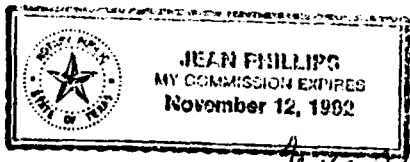
61 ATTEST: _____

By: _____
Its _____

62
63
64
65
66
67
68
69
70
RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

THE STATE OF TEXAS §
§
THE COUNTY OF MIDLAND §

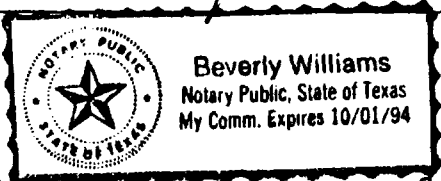
The foregoing instrument was acknowledged before me this 4th
day of SEPTEMBER, 1990, by CARL C. BEACH, VICE PRESIDENT
of BEACH EXPLORATION, INC., a TEXAS corporation.



Jean Phillips
Jean Phillips, Notary Public in and
for the State of Texas.

THE STATE OF Texas §
§
THE COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 26th
day of December, 1990, by Mark Stogor,
individually of _____,
a _____.



Beverly Williams
_____, Notary Public
in and for State of Texas.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

THE STATE OF _____ §
§
THE COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____
day of _____, 1990, by _____,
_____ of _____,
a _____.

_____, Notary Public
in and for _____.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO
UNIT AGREEMENT

HINKLE, COX, EATON, COFFIELD & HENSLEY

LEWIS C. COX*
PAUL W. EATON
CONRAD E. COFFIELD
HAROLD L. HENSLEY, JR.*
STUART D. SHANOR*
ERIC D. LANPHIER*
C. D. MARTIN
PAUL J. KELLY, JR.*
MARSHALL G. MARTIN*
OWEN M. LOPEZ*
DOUGLAS L. LUNSFORD*
JOHN J. KELLY*
T. CALDER EZZELL, JR.*
WILLIAM B. BURFORD
RICHARD E. OLSON*
RICHARD R. WILFONG
THOMAS J. McBRIDE*
STEVEN D. ARNOLD
JAMES J. WECHSLER*
NANCY S. CUSACK*
JEFFREY L. FORNACIARI*
JEFFREY D. HEWETT
JAMES BRUCE*
JERRY F. SHACKELFORD
JEFFREY W. HELLBERG
ALBERT L. FITTS*
THOMAS M. MNASKO*
JOHN C. CHAMBERS
MICHAEL A. GROSS*
THOMAS D. HAINES, JR.*

FRANKLIN M. McCALLUM
GREGORY J. NIBERT*
DAVID T. MARKETTE
MARK C. DOW*
KAREN M. RICHARDSON
FRED W. SCHWENDMANN
JAMES M. HUDSON*
STANLEY K. KOTOVSKY, JR.*
BETTY H. LITTLE
JEFFREY S. BAIRD
RUTH S. MUSGRAVE*
HOWARD R. THOMAS*
PATRICIA A. WATTS
MACDONNELL GORDON*
REBECCA NICHOLS JOHNSON*
WILLIAM R. JOHNSON
ELLEN S. CASEY*
S. BARRY PAISNER*
MARGARET CARTER LUDEWIG*
MARTIN MEYERS*
GREGORY S. WHEELER*
ANDREW J. CLOUTIER
JAMES A. GILLESPIE*
GARY W. LARSON*
STEPHANIE LANDRY*
JOHN R. KULSETH, JR.*
LISA K. SMITH

ATTORNEYS AT LAW
2800 CLAYDESTA NATIONAL BANK BUILDING
POST OFFICE BOX 3580
MIDLAND, TEXAS 79702
(915) 683-4691
FAX (915) 683-6518

OF COUNSEL
O. M. CALHOUN
MACK EASLEY*
JOE W. WOOD*
RICHARD S. MORRIS
CLARENCE E. HINKLE (904-8885)
W. E. BONDURANT, JR. (803-8973)
ROY C. SNOODGRASS, JR. (904-9887)

700 UNITED BANK PLAZA
POST OFFICE BOX 10
ROSWELL, NEW MEXICO 88202
(505) 622-6510
FAX (505) 623-9332

1700 TEAM BANK BUILDING
POST OFFICE BOX 9238
AMARILLO, TEXAS 79105
(806) 372-5569
FAX (806) 372-9761

218 MONTEZUMA
POST OFFICE BOX 2068
SANTA FE, NEW MEXICO 87504
(505) 982-4554
FAX (505) 982-8623

500 MARQUETTE N.W., SUITE 800
ALBUQUERQUE, NEW MEXICO 87102-2121
(505) 768-1500
FAX (505) 768-1529

December 5, 1990

*NOT LICENSED IN TEXAS

Oil Conservation Division
Post Office Box 2088
Santa Fe, New Mexico 87504

Attention: Florene Davidson

Re: Beach Exploration, Inc. -
December 19, 1991 Docket --
Case Nos. 10192 and 10193

Dear Florene:

After submission of the original Applications in the above
referenced cases, Beach informed us that the "Cal-Mon State
Lease" was not to be included in the unit. Beach also informed
us that there were owners within 1/2 mile of the proposed
injection wells that had not previously been listed. In this
connection we submit the following:

(a) Amended Application for Water Injection for
Secondary Recovery with the Red Lake Queen Unit, Eddy
County, New Mexico (this application contains a new exhibit
which no longer indicates inclusion of the Cal-Mon lease);
and

(b) Amended Application for Statutory Unitization with
the Red Lake Queen Unit, Eddy County, New Mexico (this
application contains new exhibits which no longer indicate
inclusion of the the Cal-Mon lease).

If anything more is needed, please call.

Page - 2 -

Thank you.

Very truly yours,

HINKLE, COX, EATON,
COFFIELD & HENSLEY


Conrad E. Coffield

CEC:cl
cec\6\6.3ltr

Copies: Beach Exploration, Inc.
800 N. Marienfeld, Suite 200
Midland, Texas 79701

Mr. Jim Bruce
500 Marquette N.W., Suite 740
Albuquerque, New Mexico 87102-2121

G. W. Allen & Juanita G. Allen
Post Office Box 402
Mesquite, Texas 75149

Amoco Production Company
Post Office Box 841521
Dallas, Texas 75284-1521

J. H. Baldwin
Box 422
Lamesa, Texas 79331

Carl C. Beach
3511 Meadowridge
Midland, Texas 79707

Beach Exploration, Inc.
800 N. Marienfeld, Suite 200
Midland, Texas 79701

William N. Beach
800 N. Marienfeld, Suite 200
Midland, Texas 79701

Carroll W. Bellah
208 S 7th Street
Lovington, New Mexico 88260

Bogle Farms, Inc.
Post Office Box 358
Dexter, New Mexico 88230-0358

Brown Royalties IP
Post Office Box 2690
San Angelo, Texas 76902

V. J. Callaway
Box 2424
Hobbs, New Mexico 88241-2424

CBF Company
Post Office Box 5614
Hobbs, New Mexico 88241-5614

Michael R. Childers
Post Office Box 1412
Bedford, Texas 76095-1412

Bernard D. Cleve
c/o Elk Cattle Co.
Hope, New Mexico 88250

Dartmouth College Endowment
c/o Deborah Lord-Nolet
Post Office Box 107
Col-Hall
Hanover, NH 03755

W. R. Erickson & Wanda Faye
Erickson
Box 1100
Hobbs, New Mexico 88241-1100

T. Calder Ezzell, Jr.
Post Office Box 10
Roswell, New Mexico 88202-0010

Robert O. Franklin, Jr.
Post Office Box 820848
Dallas, Texas 75382-0848

James E. Guy
1902 Briscoe
Artesia, New Mexico 88210

Sam E. Hilburn
401 West Texas, Suite 407
Midland, Texas 79701

David L. Holland
1801 Huntington
Midland, Texas 79705

Deirde J. Johnson IP
Post Office Box 2690
San Angelo, TX 76902-0128

Erma Lowe
Post Office Box 2923
Houston, Texas 77252

Marshall & Winston, Inc.
Post Office Box 50880
Midland, Texas 79710-0880

G. K. McDonald
Post Office Box 736
Lamesa, Texas 79331-736

Midwest Investment Co.
Post Office Box 597
Roswell, New Mexico 88202

Alexandra C. Morris
Post Office Box 4881
Midland, Texas 79704

Exxon Corporation
Post Office Box 1547
Houston, TX 77251-1547

Loy G. Fletcher
Post Office Box 852
Artesia, New Mexico 88210

W. L. (Dub) Gray
Post Office Box 258
Artesia, New Mexico 88210

Elizabeth S. Hammack
1150 One Energy Square
Dallas, Texas 75206

Hinkle Investment Company
Post Office Box 2002
Roswell, New Mexico 88201

J. T. Jackson
711 W. Texas
Artesia, New Mexico 88210

E. L. Latham Co.
Post Office Box 1392
Hobbs, New Mexico 88240

Maralo, Inc.
Post Office Box 2923
Houston, Texas 77252-2923

McDonald Company
Post Office Box 736
Lamesa, Texas 79331-736

W. G. McPheron
Post Office Box 1907
Hobbs, New Mexico 88241-1907

MMS
Post Office Box 5760 TA
Denver Fed Cntr Bldg 85 RM A212
Denver, Colorado 80217

Robert B. Morris
401 West Texas, Suite 407
Midland, Texas 79701

Charles E. Mumford Estate
Jean E. Mumford, Executrix
Post Office Box 144
Hobbs, New Mexico 88241-0144

State of New Mexico
Commissioner of Public Lands
Post Office Box 1148
Santa Fe, New Mexico 87504

Sherman H. Norton, Jr.
916 Main, Suite 606
Lubbock, Texas 79401

Pool Trust
Fred F. & Penta J. Pool
#5 Summer Wild Place
Roswell, New Mexico 88201

Arvil Reynolds
c/o Ima Dale
325 S. 13th
Artesia, New Mexico 88210

Martha Ryan
1509 Dawson Ter
Carona Del Mar, CA 92625-1733

Sitton Enterprises
916 Main, Suite 503
Lubbock, Texas 79401-3422

Spectrum 7 Energy
Revenue Funds
Post Office Box 612007
Dallas, Texas 75261

Mark S. Vozar
3705 Wheaton Drive
Bedford, Texas 76021

Paul White
Post Office Box 1025
Artesia, New Mexico 88210

Don Narrell
2311 Maxwell Drive
Midland, Texas 79705-4911

Gail L. Norton
4603 29th Street
Lubbock, Texas 79410-1717

Penta Production Co.
Post Office Box 1393
Roswell, New Mexico 88201

Randall Prude
3100 N. A Bldg B, Suite 200
Midland, Texas 79705

J. P. Rose
916 Main, Suite 606
Lubbock, Texas 79401

Mark Schweinfurth
Post Office Box 2585
Midland, Texas 79702

P&E Sitton Corporation
916 Main, Suite 503
Lubbock, Texas 79401-3422

Trigg Oil & Mining Co.
John H. & Pauline Trigg
Post Office Box 520
Roswell, New Mexico 88201

Charles L. West
3103 Auburn
Midland, Texas 79705

Yates Exploration Co.
Post Office Box 0
Albuquerque, New Mexico 87103

Copies to Parties Dropped from List:

Ernest Angelo, Jr.
410 N. Main
Midland, Texas 79701

Garon D. Cagle
2202 Ave Q
Lubbock, Texas 79400

Cal-Mon Oil Company
Robert L. Mongahan, President
Post Office Box 2066
Midland, Texas 79702

James S. DuBose
Post Office Box 2990
Fort Worth, Texas 76103

Forrest D. Dunlap III
7267 Stefoni
Dallas, Texas 75225

Joe Henderson
Post Office Box 2477
Midland, Texas 79702

Horseshoe Oil & Gas Corp.
George McCrea, President
Post Office Box 870
San Angelo, TX 76902

Jack Markham
1500 Broadway, Suite 1212
Lubbock, Texas 79401

Jack O. McCall
Post Office Box 931
Midland, Texas 79702

George A. Thomas
5 Weeping Willow Lane
Midland, Texas 79705

Tocor Investments, Inc.
A. T. Carleton
Post Office Box 293
Midland, Texas 79702

J. M. Welborn
1500 Broadway, Suite 1212
Lubbock, Texas 79401

DCM Oil & Gas Corp.
Marshall S. McCrea, President
Post Office Box 1715
Midland, Texas 79702

Dorothy D. Dunlap
7267 Stefoni
Dallas, Texas 75225

Estoril Producing Corp.
400 W. Illinois, Suite 1600
Midland, Texas 79701

John H. Hendrix
223 W. Wall, Suite 525
Midland, Texas 79701

Jan Oil Company
J. W. Levin, Vice President
Post Office Box 76499
Oklahoma City, OK 73147

Robert L. Monaghan
Post Office Box 2066
Midland, Texas 79702

Don Sparks
800 North Marienfeld, Suite 100
Midland, Texas 79701

William Tack Thomas
3204 Westminster
Dallas, Texas 75205

Tom C. Wanty
1042 Lakeside Dr SE
Grand Rapids, MI 49506

Certified Copies to Owners Previously Not Notified:

Bettis Brothers, Inc.
Post Office Box 1240
Graham, Texas 76046

DEPCO, Inc.
1000 Petroleum Building
110 - 16th Street
Denver, Colorado 80202

Kincaid & Watson Drilling Company
Post Office Box 498
Artesia, New Mexico 88211-0498

Continental-Emsco Company
Post Office Box 755
Hobbs, New Mexico 88241

Haile Petroleum Ltd.
813 South Roselawn
Artesia, New Mexico 88210

McClellan Oil Corporation
Post Office Drawer 730
Roswell, New Mexico 88202

Mewbourne Oil Company
Post Office Box 7698
Tyler, Texas 75711

Southland Royalty Company
801 Cherry Street, Suite 700
Fort Worth, Texas 76102

cec\6\6.31t

Santa Fe Energy Company
1616 Voss Road
Houston, Texas 77057

Eastland Oil Company
Box 3488
Midland, Texas 79702

Exhibit 7

STICK POSTAGE AND CERTIFIED MAIL FEE, AND

- 1. If you want this receipt postmarked, the receipt attached and present (no extra charge)
- 2. If you do not want this receipt postmarked, detach and retain the article, date, and return receipt card, Form 3811, and at the number.
- 3. If you want a return receipt postmarked, detach and retain the article, date, and return receipt card, Form 3811, and at the number.

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 when you want delivery restricted to the addressee only. For the service of delivery, check 1 or 2. For the service of delivery, check 1 or 2. For the service of delivery, check 1 or 2.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Santa Fe Energy Company
 1616 Voss Road
 Houston, Texas 77057

4. Article Number
P 451 133 009

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

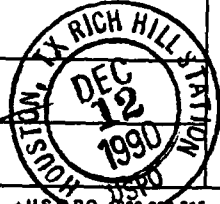
5. Signature - Addressee
 X

6. Signature - Agent
 X *[Signature]*

7. Date of Delivery
 DEC 12 1990

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT



- 4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY" on the front of the article.
- 5. Enter fees for the services requested.

If you do not want this receipt postmarked, detach and retain the article, date, and return receipt card, Form 3811, and at the number.

If you want a return receipt postmarked, detach and retain the article, date, and return receipt card, Form 3811, and at the number.

If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY" on the front of the article.

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 when you want delivery restricted to the addressee only. For the service of delivery, check 1 or 2. For the service of delivery, check 1 or 2. For the service of delivery, check 1 or 2.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Bettis Brothers, Inc.
 Post Office Box 1240
 Graham, Texas 76046

4. Article Number
P 451 133 002

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X *[Signature]*

7. Date of Delivery
 DEC 14 1990

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

1

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Eastland Oil Company Post Office Box 3488 Midland, Texas 79702	4. Article Number P 355 214 517 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid) FEE NOT PAID
6. Signature - Agent <i>[Signature]</i>	
7. Date of Delivery 12-11-90	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: McClellan Oil Corporation Post Office Drawer 730 Roswell, New Mexico 88202	4. Article Number P 451 133 007 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <i>[Signature]</i>	
7. Date of Delivery 12/11/90	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Mewbourne Oil Company Post Office Box 7698 Tyler, Texas 75711	4. Article Number P 451 133 008 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <i>[Signature]</i>	
7. Date of Delivery DEC 10 1990	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Southland Royalty Company 801 Cherry Street, Suite 700 Fort Worth, Texas 76102	4. Article Number P 451 133 010 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid)

1. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
3. If you want a return receipt, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipts are requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make inquiry.

1. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
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2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
3. If you want a return receipt, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipts are requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make inquiry.

1. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
3. If you want a return receipt, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipts are requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make inquiry.

1

U.S.G.P.O. 1989-238-815

MAIL FEES AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES
1. If you want this receipt postmarked, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
3. If you want a return receipt, stick the gummed stub to the right of the return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipts are requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make inquiry.

1. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 2. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 3. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 5. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 6. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 7. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 8. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 9. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 10. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 11. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 12. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 13. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 14. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 15. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 16. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 17. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 18. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 19. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."
 20. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse "RESTRICTED DELIVERY on the front of the article."

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
MMS
 Post Office Box 5760 TA
 Denver Fed Cntr Bldg 85 RM
 A212
 Denver, Colorado 80217

4. Article Number
P451 132 947

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

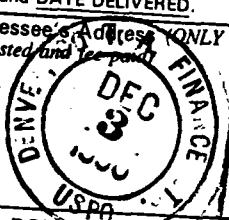
5. Signature - Addressee
X CHAMPION MESSENGER

6. Signature - Agent
X P O BOX 6954

7. Date of Delivery
AGENT FOR MINERALS MGT. SERVICE

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815



Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Kincaid & Watson Drilling Company
 Post Office Box 498
 Artesia, New Mexico 88211-0498

4. Article Number
P 451 133 006

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X [Signature]

7. Date of Delivery
12-10-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Continental-Emsco Company
 Post Office Box 755
 Hobbs, New Mexico 88241

4. Article Number
P451 133 003

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X [Signature]

6. Signature - Agent
X

7. Date of Delivery
12-10-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
G. W. Allen & Juanita G. Allen
 Post Office Box 402
 Mesquite, Texas 75149

4. Article Number
P750 492 608

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X [Signature]

6. Signature - Agent
X

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815



CLASS MAIL SERVICES
 Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and restrictions. Check box(es) for additional service(s) requested.
 Show to whom delivered, date, and addressee's address. (Extra charge) Restricted Delivery (Extra charge)

Address on a return receipt must be typed or printed in the space provided. Do not use a return receipt for a return receipt. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811.

U.S.G.P.O. 1989-238-815

3. Article Addressed to:
Haile Petroleum Ltd.
813 South Roselawn
Artesia, New Mexico 88210

4. Article Number
P 451 133 005

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *[Signature]*

6. Signature - Agent
 X

7. Date of Delivery
12-8-90

8. Addressee's Address (ONLY if requested and fee paid)
813 S. ROSELAWN AVE.
ARTESIA NM 88210

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

CLASS MAIL SERVICES
 Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and restrictions. Check box(es) for additional service(s) requested.
 Show to whom delivered, date, and addressee's address. (Extra charge) Restricted Delivery (Extra charge)

Address on a return receipt must be typed or printed in the space provided. Do not use a return receipt for a return receipt. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811.

U.S.G.P.O. 1989-238-815

3. Article Addressed to:
Robert O. Franklin, Jr.
Post Office Box 820848
Dallas, Texas 75382-0848

4. Article Number
P451 132 925

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *[Signature]*

6. Signature - Agent
 X

7. Date of Delivery
12/7/90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

CLASS MAIL SERVICES
 Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and restrictions. Check box(es) for additional service(s) requested.
 Show to whom delivered, date, and addressee's address. (Extra charge) Restricted Delivery (Extra charge)

Address on a return receipt must be typed or printed in the space provided. Do not use a return receipt for a return receipt. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811.

U.S.G.P.O. 1989-238-815

3. Article Addressed to:
Michael R. Childers
Post Office Box 1412
Bedford, Texas 76095-1412

4. Article Number
P451 132 913

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *[Signature]*

6. Signature - Agent
 X

7. Date of Delivery
12-5-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

CLASS MAIL SERVICES
 Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and restrictions. Check box(es) for additional service(s) requested.
 Show to whom delivered, date, and addressee's address. (Extra charge) Restricted Delivery (Extra charge)

Address on a return receipt must be typed or printed in the space provided. Do not use a return receipt for a return receipt. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811. If you are returning a return receipt, check the applicable blocks in item 1 of Form 3811.

U.S.G.P.O. 1989-238-815

3. Article Addressed to:
Dartmouth College Endowment
c/o Deborah Lord-Nolet
Post Office Box 107
Col-Hall
Hanover, NH 03755

4. Article Number
P451 132 916

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X *[Signature]*

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 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 additional fees for the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted. For additional fees the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted. For additional fees the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted.

1. Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

2. Restricted Delivery (Extra charge)

Article Addressed to:
Indra C. Morris
 Office Box 4881
 Midland, Texas 79704

4. Article Number
P451 132 949

5. Signature - Addressee
 X _____

6. Signature - Agent
 X _____

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

MIDLAND, TX VILLAGE STA. NOV 30 1990 USPO

DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 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 additional fees for the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted. For additional fees the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted. For additional fees the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted.

1. Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

2. Restricted Delivery (Extra charge)

Article Addressed to:
Robert B. Morris
 401 West Texas, Suite 407
 Midland, Texas 79701

4. Article Number
P451 132 950

5. Signature - Addressee
 X _____

6. Signature - Agent
 X *John Bonnell*

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

MIDLAND, TX VILLAGE STA. NOV 30 1990 USPO

DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 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 additional fees for the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted. For additional fees the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted. For additional fees the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted.

1. Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

2. Restricted Delivery (Extra charge)

Article Addressed to:
Sam E. Hilburn
 401 West Texas, Suite 407
 Midland, Texas 79701

4. Article Number
P451 132 931

5. Signature - Addressee
 X _____

6. Signature - Agent
 X *John Bonnell*

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

MIDLAND, TX VILLAGE STA. NOV 30 1990 USPO

DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 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 additional fees for the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted. For additional fees the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted. For additional fees the following services are available. Consult postmaster for fees and address on a return receipt fee if space permitted.

1. Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

2. Restricted Delivery (Extra charge)

Article Addressed to:
Amoco Production Company
 Post Office Box 841521
 Dallas, Texas 75284-1521

4. Article Number
P750 492 609

5. Signature - Addressee
 X _____

6. Signature - Agent
 X *John Bonnell*

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

MIDLAND, TX VILLAGE STA. NOV 30 1990 USPO

DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Brown Royalties IP
Post Office Box 2690
San Angelo, Texas 76902

4. Article Number
P451 132 908

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
Leslie [Signature]

7. Date of Delivery
11-30-90

8. Addressee's Address (ONLY if requested and fee paid)
SAN ANGELO, TX 76902

PS Form 3811, Apr. 1989 +U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Randall Prude
3100 N. A Bldg B, Suite 200
Midland, Texas 79705

4. Article Number
P451 132 958

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X [Signature]

7. Date of Delivery
11-30-90

8. Addressee's Address (ONLY if requested and fee paid)
3100 N. A, Bldg B, Ste 200
Midland, TX 79705

PS Form 3811, Apr. 1989 +U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Charles L. West
3103 Auburn
Midland, Texas 79705

4. Article Number
P451 132 914

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X [Signature]

7. Date of Delivery
11-30-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 +U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
David L. Holland
1801 Huntington
Midland, Texas 79705

4. Article Number
P451 132 933

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
[Signature]

6. Signature - Agent
[Signature]

7. Date of Delivery
[Blank]

8. Addressee's Address (ONLY if requested and fee paid)
1801 Huntington

PS Form 3811, Apr. 1989 +U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse adjacent to the number.
 If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse adjacent to the number.
 If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse adjacent to the number.
 If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED.

CLASS POSTAGE AND RETURN RECEIPT FEES MUST BE PAID BY ADDRESSEE.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse adjacent to the number.
 If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED.

CLASS POSTAGE AND RETURN RECEIPT FEES MUST BE PAID BY ADDRESSEE.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse adjacent to the number.
 If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED.

CLASS POSTAGE AND RETURN RECEIPT FEES MUST BE PAID BY ADDRESSEE.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse adjacent to the number.
 If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED.

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Loy G. Fletcher
Post Office Box 852
Artesia, New Mexico 88210

4. Article Number
P451 132 924

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X *Loy G. Fletcher*

6. Signature - Agent
X

7. Date of Delivery
11-30-90

8. Addressee's Address (ONLY if requested and fee paid)
BOX 852
88211

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Paul White
Post Office Box 1025
Artesia, New Mexico 88210

4. Article Number
P451 132 975

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X *Paul White*

6. Signature - Agent
X

7. Date of Delivery
11-20-90

8. Addressee's Address (ONLY if requested and fee paid)
BOX 1025
88211

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Beach Exploration, Inc.
800 N. Marienfeld, Suite 200
Midland, Texas 79701

4. Article Number
P355 214 505

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *Gregory Simmons*

7. Date of Delivery
11-30-90

8. Addressee's Address (ONLY if requested and fee paid)
Same

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
William N. Beach
800 N. Marienfeld, Suite 200
Midland, Texas 79701

4. Article Number
P355 214 506

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *Gregory Simmons*

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)
Same

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge)

2. Restricted Delivery (Extra charge)

3. Article Addressed to:
W. R. Erickson & Wanda Faye Erickson
 Box 100
 Hobbs, New Mexico 88241-1100

4. Article Number
P451 132 920

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
Wanda Erickson

6. Signature - Agent

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge)

2. Restricted Delivery (Extra charge)

3. Article Addressed to:
V. J. Callaway
 Box 2424
 Hobbs, New Mexico 88241-2424

4. Article Number
P451 132 911

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *V. Callaway*

6. Signature - Agent
 X

7. Date of Delivery
11-30-90

8. Addressee's Address (ONLY if requested and fee paid)
fee not paid

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge)

2. Restricted Delivery (Extra charge)

3. Article Addressed to:
CBF Company
 Post Office Box 5614
 Hobbs, New Mexico 88241-5614

4. Article Number
P451 132 912

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Gay A. Burkelt*

6. Signature - Agent
 X

7. Date of Delivery
11-30-90

8. Addressee's Address (ONLY if requested and fee paid)
fee not paid

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge)

2. Restricted Delivery (Extra charge)

3. Article Addressed to:
E. L. Lathan Co.
 Post Office Box 1392
 Hobbs, New Mexico 88240

4. Article Number
P451 132 938

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *E. L. Lathan*

6. Signature - Agent
 X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)
fee not paid

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815

DOMESTIC RETURN RECEIPT

of the return address of
 address on a return
 ends if space per-
 EPT REQUESTED
 address, endorse
 receipt, if return

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 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 postmaster for fees and check box(es) for additional service(s) requested.

Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
**Penta Production Co.
 Post Office Box 1393
 Roswell, New Mexico 88201**

4. Article Number
P451 132 956

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X *[Signature]*

7. Date of Delivery
12-3-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

of the return address of
 address on a return
 ends if space per-
 RETURN RECEIPT REQUESTED
 address, endorse
 receipt, if return

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 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 postmaster for fees and check box(es) for additional service(s) requested.

Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
**P. Rose
 916 Main, Suite 606
 Lubbock, Texas 79401**

4. Article Number
P451 132 960

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *[Signature]*

6. Signature - Agent
 X

7. Date of Delivery
11/3/90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

of the return address of
 address on a return
 ends if space per-
 RETURN RECEIPT REQUESTED
 address, endorse
 receipt, if return

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 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 postmaster for fees and check box(es) for additional service(s) requested.

Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
**Gail L. Norton
 4603 29th Street
 Lubbock, Texas 79410-1717**

4. Article Number
P451 132 954

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *[Signature]*

6. Signature - Agent
 X

7. Date of Delivery
11-30

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

of the return address of
 address on a return
 ends if space per-
 RETURN RECEIPT REQUESTED
 address, endorse
 receipt, if return

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 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 postmaster for fees and check box(es) for additional service(s) requested.

Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
**James E. Guy
 1902 Briscoe
 Artesia, New Mexico 88210**

4. Article Number
P451 132 927

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *[Signature]*

6. Signature - Agent
 X *[Signature]*

7. Date of Delivery
11-30

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

of the return address of
 address on a return
 ends if space per-
 RETURN RECEIPT REQUESTED
 address, endorse
 receipt, if return

Complete items 1 and 2 when additional services are desired, and complete items 3 through 7 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 delivery. For additional fees the following services are available. Consult postmaster for fees on box(es) for additional service(s) requested.

Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

1. Article Addressed to:
 Charles E. Mumford Estate
 Jean B. Mumford, Executrix
 Post Office Box 144
 Hobbs, New Mexico 88241-0144

4. Article Number
 P451 132 951

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *John Mumford*

6. Signature - Agent
 X

7. Date of Delivery
 12-3-90

8. Addressee's Address (ONLY if requested and fee paid)
 fee not paid

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 7 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 delivery. For additional fees the following services are available. Consult postmaster for fees on box(es) for additional service(s) requested.

Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

1. Article Addressed to:
 Don Marrell
 2111 Maxwell Drive
 Midland, Texas 79705-4911

4. Article Number
 P451 132 952

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Don Marrell*

6. Signature - Agent
 X

7. Date of Delivery
 DEC 3 1990

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 7 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 delivery. For additional fees the following services are available. Consult postmaster for fees on box(es) for additional service(s) requested.

Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

1. Article Addressed to:
 Trigg Oil & Mining Co.
 John H. & Pauline Trigg
 Post Office Box 520
 Roswell, New Mexico 88201

4. Article Number
 P451 132 970

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *John H. Trigg*

6. Signature - Agent
 X

7. Date of Delivery
 12-3-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 7 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 delivery. For additional fees the following services are available. Consult postmaster for fees on box(es) for additional service(s) requested.

Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

1. Article Addressed to:
 Midwest Investment Co.
 Post Office Box 597
 Roswell, New Mexico 88202

4. Article Number
 P451 132 946

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X *Margaret Barbour*

7. Date of Delivery
 12/3/90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

of this receipt. If return address on a return receipt is not printed, you must provide a return address on the front of this receipt. If return address is not provided, the article will be returned to the sender.
 If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends. If space permitted, you may also attach a return receipt to the back of the article. Endorse front of article RETURN RECEIPT REQUESTED.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse the appropriate blocks in item 1 of Form 3811. The applicable blocks in item 1 of Form 3811.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse the appropriate blocks in item 1 of Form 3811. The applicable blocks in item 1 of Form 3811.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse the appropriate blocks in item 1 of Form 3811. The applicable blocks in item 1 of Form 3811.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse the appropriate blocks in item 1 of Form 3811. The applicable blocks in item 1 of Form 3811.

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Sitton Enterprises 916 Main, Suite 503 Lubbock, Texas 79401-3422	4. Article Number P451 132 963 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X <i>Anna Gay</i>	
7. Date of Delivery 11/30/90	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: P&E Sitton Corporation 916 Main, Suite 503 Lubbock, Texas 79401-3422	4. Article Number P451 132 964 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X <i>Anna Gay</i>	
7. Date of Delivery 11/30/90	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Ronald Sitton 916 Main, Suite 503 Lubbock, Texas 79401-3496	4. Article Number P451 132 977 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X <i>Anna Gay</i>	
7. Date of Delivery 11/30/90	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Bernard D. Cleve c/o Elk Cattle Co. Hope, New Mexico 88250	4. Article Number P451 132 914 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee X <i>Bernard D. Cleve</i>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X	

U.S.G.P.O. 1989-238-815
PS Form 3811, Apr. 1989
DOMESTIC RETURN RECEIPT

U.S.G.P.O. 1989-238-815
PS Form 3811, Apr. 1989
DOMESTIC RETURN RECEIPT

U.S.G.P.O. 1989-238-815
PS Form 3811, Apr. 1989
DOMESTIC RETURN RECEIPT

U.S.G.P.O. 1989-238-815
PS Form 3811, Apr. 1989
DOMESTIC RETURN RECEIPT

U.S.G.P.O. 1989-238-815
PS Form 3811, Apr. 1989
DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Erma Lowe
Post Office Box 2923
Houston, Texas 77252

4. Article Number
P451 132 939

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *Tony E. Shields*

7. Date of Delivery
12/3/90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Maralo, Inc.
Post Office Box 2923
Houston, Texas 77252-2923

4. Article Number
P451 132 940

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *Tony E. Shields*

7. Date of Delivery
12/3/90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Hinkle Investment Company
Post Office Box 2002
Roswell, New Mexico 88201

4. Article Number
P451 132 932

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *Denny Rogers*

7. Date of Delivery
12-4-90

8. Addressee's Address (ONLY if requested and fee paid)

SERVICE NOT PAID FOR

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
W. L. (Dub) Gray
Post Office Box 258
Artesia, New Mexico 88210

4. Article Number
P451 132 926

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X *W.L. Gray*

6. Signature - Agent
X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

Enter fees for the services requested in the appropriate spaces on Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Check box(es) for additional service(s) requested. Endorse front of article RETURN RECEIPT REQUESTED.

Enter fees for the services requested in the appropriate spaces on Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Check box(es) for additional service(s) requested. Endorse front of article RETURN RECEIPT REQUESTED.

Enter fees for the services requested in the appropriate spaces on Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Check box(es) for additional service(s) requested. Endorse front of article RETURN RECEIPT REQUESTED.

Enter fees for the services requested in the appropriate spaces on Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Check box(es) for additional service(s) requested. Endorse front of article RETURN RECEIPT REQUESTED.



NOV 9 1990

Return address of sender on a return card if space permitted. If space permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted.

Return address of sender on a return card if space permitted. If space permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted.

Return address of sender on a return card if space permitted. If space permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted.

Return address of sender on a return card if space permitted. If space permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted. If space not permitted, attach to the front of the article by means of the gummed ends if space permitted.

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
 State of New Mexico
 Commissioner of Public Lands
 Post Office Box 1148
 Santa Fe, New Mexico 87504

4. Article Number
 P451 132 953

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 [Signature]

6. Signature - Agent
 [Signature]

7. Date of Delivery
 DEC 3 1990

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
 Spectrum 7 Energy
 Revenue Funds
 Post Office Box 612007
 Dallas, Texas 75261

4. Article Number
 P451 132 966

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X [Signature]

7. Date of Delivery
 DEC 4 1990

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
 Yates Exploration Co.
 Post Office Box 0
 Albuquerque, New Mexico 87103

4. Article Number
 P451 132 976

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X [Signature]

7. Date of Delivery
 DEC 4 1990

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 through 8 when the return receipt fee is paid. 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 date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
 Exxon Corporation
 Post Office Box 1547
 Houston, TX 77251-1547

4. Article Number
 P451 132 922

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X [Signature]

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

id 2 when additional services are desired, and complete items 1 and 2.

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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

Addressed to:
Carroll W. Bellah
 208 S 7th Street
 Lovington, New Mexico 88260

4. Article Number
P355 214 507

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Carroll W. Bellah*

6. Signature - Agent
 X

7. Date of Delivery
12-19-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Calder Ezzell, Jr.
 Post Office Box 10
 Roswell, New Mexico 88202-0010

4. Article Number
P451 132 923

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X *Calder Ezzell, Jr.*

7. Date of Delivery
12/04/90

8. Addressee's Address (ONLY if requested and fee paid)
M.O.

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Sherman H. Norton, Jr.
 916 Main, Suite 606
 Lubbock, Texas 79401

4. Article Number
P451 132 955

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *S. Farrell*

6. Signature - Agent
 X

7. Date of Delivery
11/30/90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Elizabeth S. Hammack
 1150 One Energy Square
 Dallas, Texas 75206

4. Article Number
P451 132 928

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Elizabeth S. Hammack*

6. Signature - Agent
 X

7. Date of Delivery
12-2-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

P 451 133 004

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

PS Form 3800, June 1985

U.S.G.P.O. 1989-234-888

DEPCO, Inc.	
1000 Petroleum Building	
110 - 16th Street	
Denver, Colorado 80202	
Postage	5
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	5
Postmark or Date	December 6, 1990

P 355 214 519

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

PS Form 3800, June 1985

U.S.G.P.O. 1989-234-888

Sent to	DEPCO
Street and No.	1635 - Broadway
P.O. State and ZIP Code	Denver, CO 80202
Postage	5
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	5
Postmark or Date	Resent 1-3-91

SENDER: Complete items 1 and 2 when additional services at 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure from being returned to you. The return receipt fee will provide you the date of delivery. For additional fees the following services are available and check boxes for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge)

3. Article Addressed to:
DEPCO, Inc.
1000 Petroleum Building
110 - 16th Street
Denver, Colorado 80202

4. Article No. 45
Type of Regis Certif Express Mail Return Receipt for Merchandise

5. Signature - Addressee X

6. Signature - Agent X

7. Date of Delivery

PS Form 3811, Apr. 1989 U.S.G.P.O. 1989-235-015

RETURN ADDRESS completed on the reverse side

CERTIFIED MAIL
P 451 133 004

70 DEPCO, Inc.
1000 Petroleum Building
110 - 16th Street
Denver, Colorado 80202

LINKLE, COX, EATON, COFFIELD & HENSLEY
ATTORNEYS
POST OFFICE BOX 2880
MIDLAND, TEXAS 79702

DEPCO 110 803022001 IN 12/11/90
RETURN TO SENDER ON FILE
NO FORWARD ORDER TO FORWARD RETURN TO SENDER

FORWARD ORDER EXPIRES TO SENDER

MIDLAND
DEC 7 1990
MIDLAND
DEC 7 1990
MIDLAND
DEC 7 1990

3580

Is your RETURN ADDRESS completed on the reverse side?

CERTIFIED MAIL
P 451 132 957

Fwd EXP
R24 12/11
Barn

FROM
HINKLE, COX, EATON, COFIELD & HENSLEY
ATTORNEYS
POST OFFICE BOX 2880
MIDLAND, TEXAS 79702

TO Pool Trust
Fred F. & Patricia J. Pool
#9 Summer Wild Place
Roswell, New Mexico 88201

FORWARDING ORDER ENDED

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Postage and fees are charged, and return to sender is required. Return to sender if no return address is given. Return to sender if no return address is given. Return to sender if no return address is given.

Article Number: 132-957
Type of Service: Registered Mail
Insurance: \$100
Special Services: None

Signature of Addressee: [Signature]
Signature of Sender: [Signature]
Date of Delivery: 12-5-98

DOMESTIC RETURN, P.C. Form 3811, April 1997

358

FROM
HINKLE, COX, EATON, COFFIELD & HENSLEY
ATTORNEYS
POST OFFICE BOX 3880
MIDLAND, TEXAS 79702

TO Penta Production Co.
Post Office Box 1393
Roswell, New Mexico 88201

Midland
Justice

MIDLAND
TEXAS
DEC 1996

5

XXXXXXXXXXXX

is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service

To Whom It May Concern:

Penta Pool came by today, Dec. 10, 1990, and dropped these 2 packages off. She has been forwarding them, but now it is getting too expensive. They need to go to:

Eastland Oil Corp.
P.O. Drawer 3488
Midland, TX 79702

Thank you,
Toni Elliott
Receptionist, Roswell

MAIL



SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. To insure the return of the item 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. Complete items 5 and 6 for additional services requested.

1. Article Addressed to:
Pool Trust
c/o Fred Pool Drilling
P.O. Box 1393
Roswell, NM

2. Article Number:
P4151733-138

3. Type of Service:
 Registered
 Certified
 Express Mail
 COD
 Return Receipt for Merchandise

4. Signature - Addressee:
X *[Signature]*

5. Signature - Agent:
X *[Signature]*

6. Date of Delivery:
DEC 10 1990

7. Addressee's Address (ONLY if returned and fee paid):

Always obtain signature of addressee agent and DATE DELIVERED.

PS Form 3811, Apr. 1989 U.S.G.P.O. 1989-255-515

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 when additional services are desired. Complete items 5 and 6 when return receipt is desired. Complete items 7 and 8 when return receipt is desired. Complete items 9 and 10 when return receipt is desired.

1. Article Number(s) P451 132 961

2. Article Description
 Martha Ryan
 1509 Dawson Ter
 Carona Del Mar, CA 92625-1733

3. Type of Service
 Registered
 Insured
 Certified
 COD
 Express Mail
 Return Receipt

4. Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 Signature - Agent
 X

6. Signature - Agent
 X

7. Date of Delivery

8. Addresser's Address ONLY
 Registered and for post

9. Addresser's Signature ONLY
 Registered and for post

10. Date of Delivery

11. Date of Delivery

12. Date of Delivery

13. Date of Delivery

14. Date of Delivery

15. Date of Delivery

16. Date of Delivery

17. Date of Delivery

18. Date of Delivery

19. Date of Delivery

20. Date of Delivery

21. Date of Delivery

22. Date of Delivery

23. Date of Delivery

24. Date of Delivery

25. Date of Delivery

26. Date of Delivery

27. Date of Delivery

28. Date of Delivery

29. Date of Delivery

30. Date of Delivery

31. Date of Delivery

32. Date of Delivery

33. Date of Delivery

34. Date of Delivery

35. Date of Delivery

36. Date of Delivery

37. Date of Delivery

38. Date of Delivery

39. Date of Delivery

40. Date of Delivery

41. Date of Delivery

42. Date of Delivery

43. Date of Delivery

44. Date of Delivery

45. Date of Delivery

46. Date of Delivery

47. Date of Delivery

48. Date of Delivery

49. Date of Delivery

50. Date of Delivery

51. Date of Delivery

52. Date of Delivery

53. Date of Delivery

54. Date of Delivery

55. Date of Delivery

56. Date of Delivery

57. Date of Delivery

58. Date of Delivery

59. Date of Delivery

60. Date of Delivery

61. Date of Delivery

62. Date of Delivery

63. Date of Delivery

64. Date of Delivery

65. Date of Delivery

66. Date of Delivery

67. Date of Delivery

68. Date of Delivery

69. Date of Delivery

70. Date of Delivery

71. Date of Delivery

72. Date of Delivery

73. Date of Delivery

74. Date of Delivery

75. Date of Delivery

76. Date of Delivery

77. Date of Delivery

78. Date of Delivery

79. Date of Delivery

80. Date of Delivery

81. Date of Delivery

82. Date of Delivery

83. Date of Delivery

84. Date of Delivery

85. Date of Delivery

86. Date of Delivery

87. Date of Delivery

88. Date of Delivery

89. Date of Delivery

90. Date of Delivery

91. Date of Delivery

92. Date of Delivery

93. Date of Delivery

94. Date of Delivery

95. Date of Delivery

96. Date of Delivery

97. Date of Delivery

98. Date of Delivery

99. Date of Delivery

100. Date of Delivery

MIDLAND
 NOV 29
 PM
 1990
 791

MIDLAND
 NOV 29
 PM
 1990
 791

MIDLAND
 NOV 29
 PM
 1990
 791

CERTIFIED MAIL
 P 451 132 961

FROM
 HINKLE, COX, EATON, COFFIELD & HENSLEY
 ATTORNEYS
 Post Office Box 3850
 MIDLAND, TEXAS 79702

TO
 Martha Ryan
 1509 Dawson Ter
 Carona Del Mar, CA 92625-1733

FIRST MAIL
 SECOND MAIL
 RETURN

PS Form 3800, June 1985

RECEIPT FOR CERTIFIED MAIL
 NO RETURNED ADDRESS NUMBER
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

1509 Dawson Ter
 Carona Del Mar, CA 92625-1733

Postmark or Date
 November 27, 1990

Re-Sent 12/7/90

Postage	\$
Certified Fee	\$
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return Receipt Showing to whom and Address of Delivery	
TOTAL Postage and Fees	\$

P 355 214 518

RECEIPT FOR CERTIFIED MAIL
MAIL FOR INTERNATIONAL MAIL
(See Reverse)

Sent to Martha Ryan

Street and No. 1509 Dawson Terrace

P.O. State and ZIP Code Corona Del Mar CA

Postage 92625-1733

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt showing to whom and Date Delivered

Return Receipt showing to whom, Date, and Address of Delivery

TOTAL Postage and Fees

Postmark or Date

12-9-70

PS Form 3800, June 1965

PS Form 3811, Apr. 1969

U.S.G.P.O. 1969-224-288

DOMESTIC RETURN RECEIPT

Article Number 0355214518

Type of Service: Registered, Certified, COD, Return Receipt

Always obtain signature of addressee or agent and DATE DELIVERED

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

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Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

Address and DATE DELIVERED 92625-1733

FROM
HINKLE, COX, EATON, COFFIELD & HENSLEY
 ATTORNEYS
 POST OFFICE BOX 2880
 MIDLAND, TEXAS 79702

TO
 Martha Ryan
 1509 Dawson Terrace
 Corona Del Mar, CA 92625-1733

CERTIFIED MAIL
 P 355 214 518

no work found

RETURNED TO SENDER
 RETURN DIRECTOR
 Addressed, unreturnable
 No such address
 No work found
 No work found in this envelope

Equal Justice For All

POSTAGE
 3.60

NOV 10 1970
 TEXAS

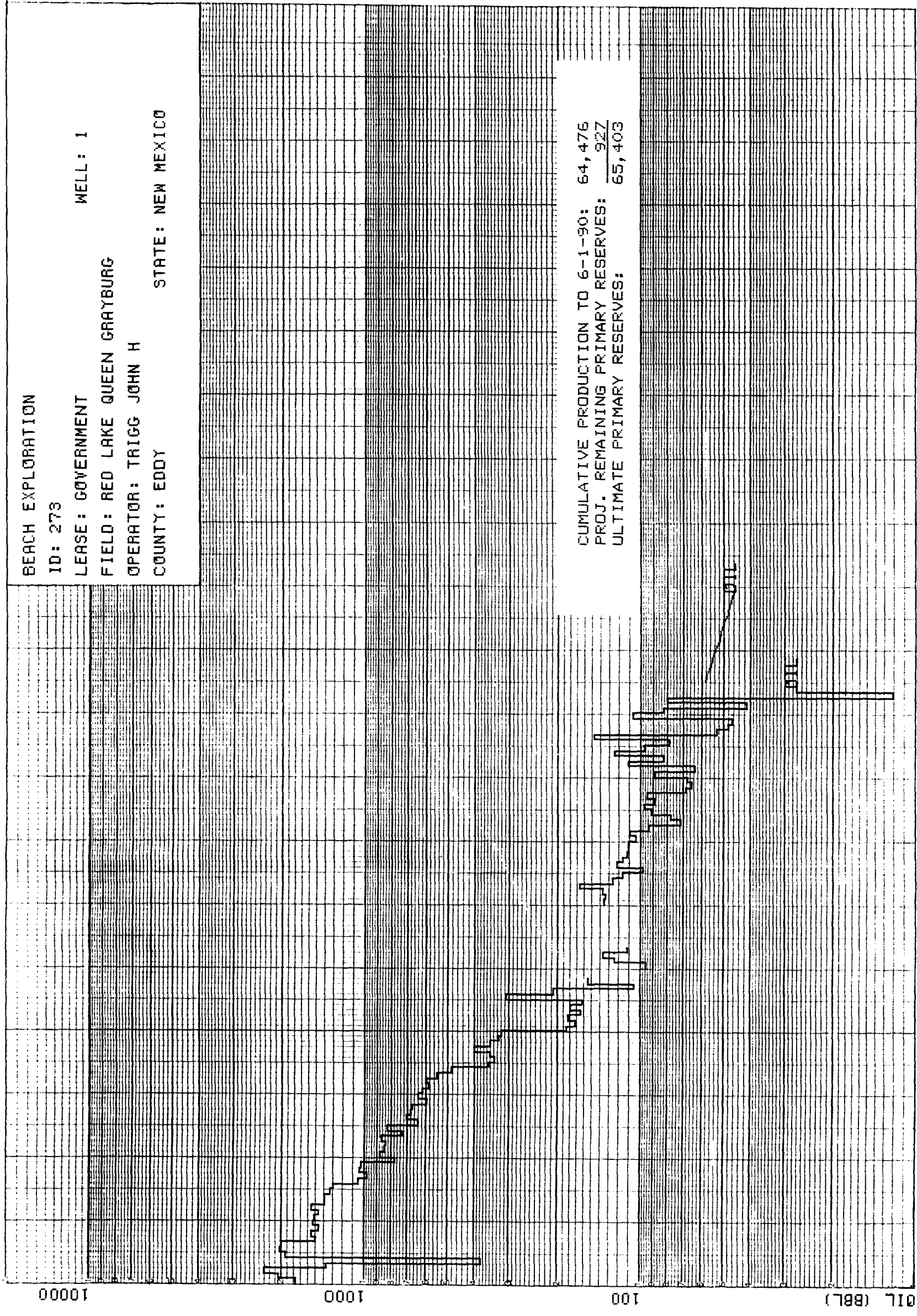
MAIL
 1st Notice
 2nd Notice
 Return

355

EXHIBIT "G"

BEACH EXPLORATION

ID: 273
LEASE: GOVERNMENT
FIELD: RED LAKE QUEEN GRAYBURG
OPERATOR: TRIGG JOHN H
COUNTY: EDDY
STATE: NEW MEXICO
WELL: 1



1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 269

LEASE: GOVERNMENT

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: TRIGG JOHN H

COUNTY: EDDY

WELL: 2

STATE: NEW MEXICO

10000

1000

100

0.1 (88L)

CUMULATIVE PRODUCTION TO 6-1-90: 20,973
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 20,973

OTL

1961 1962 1963 1964 1965 1966 1967 1968 1969 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BERCH EXPLORATION

ID: 274

LEASE: GOVERNMENT

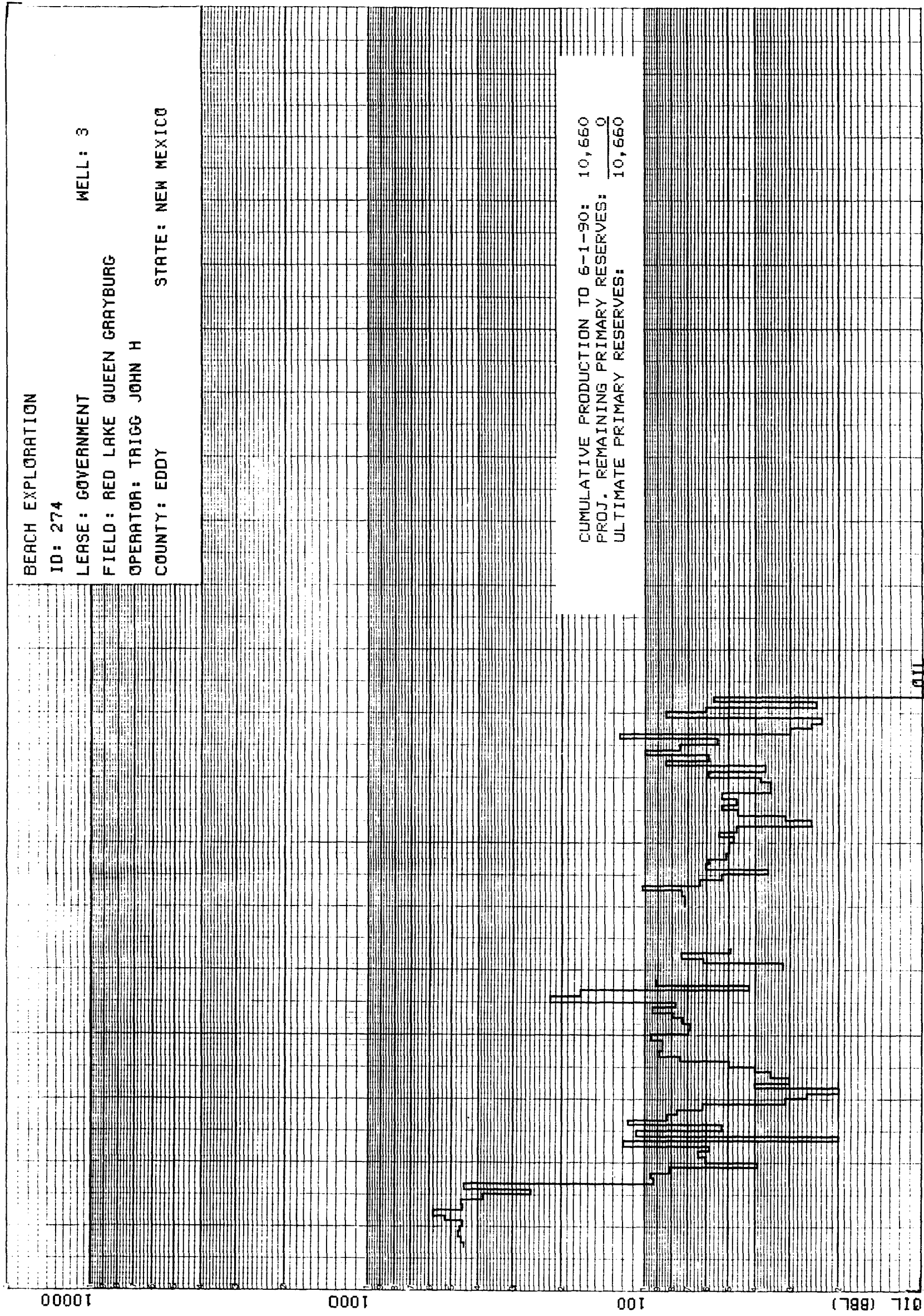
FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: TRIGG JOHN H

COUNTY: EDDY

WELL: 3

STATE: NEW MEXICO



CUMULATIVE PRODUCTION TO 6-1-90: 10,660
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 10,660

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 266

LEASE: GOVERNMENT

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: TRIGG JOHN H

COUNTY: EDDY

WELL: 4

STATE: NEW MEXICO

10000

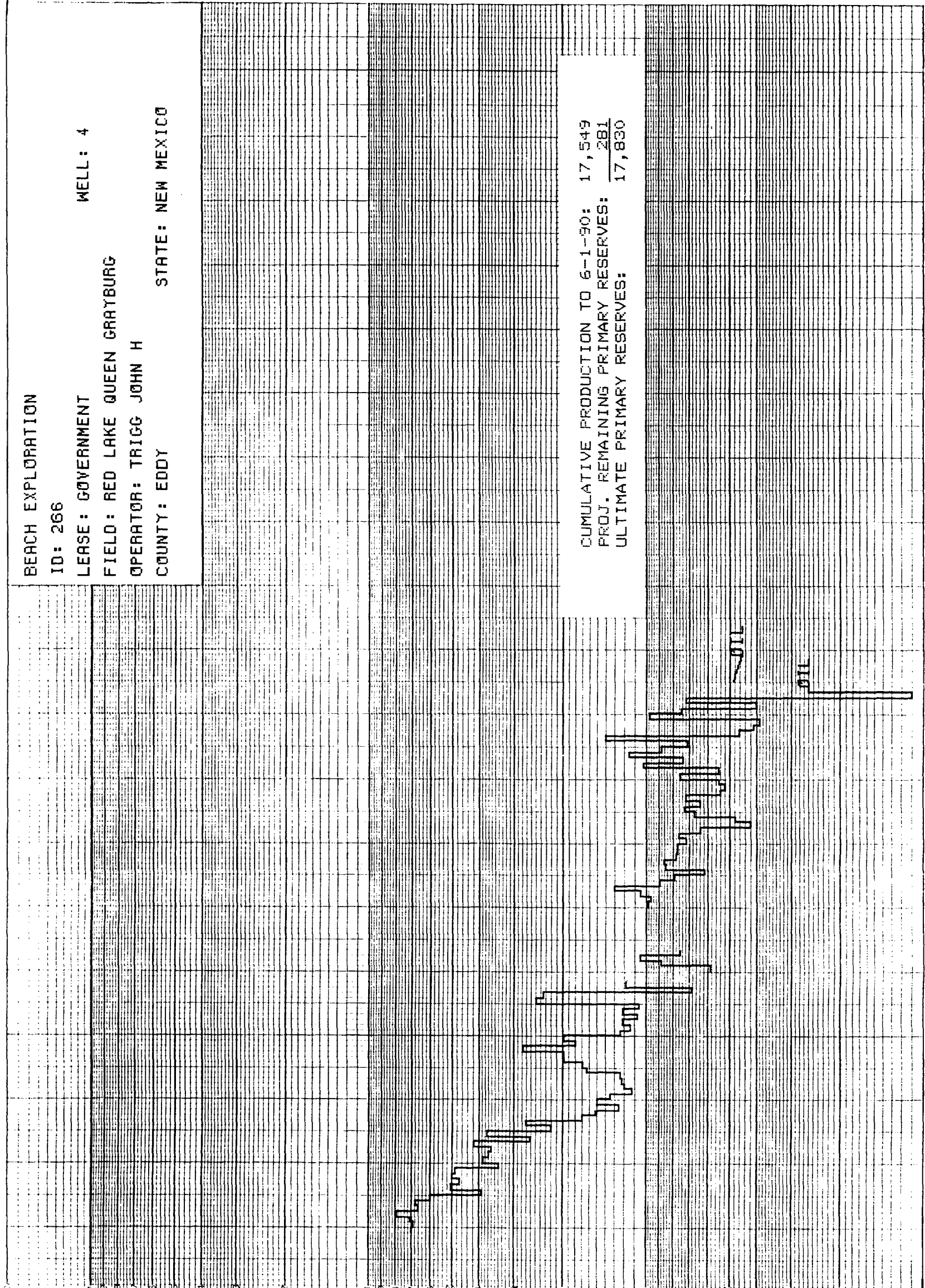
1000

100

OIL (BBL)

CUMULATIVE PRODUCTION TO 6-1-90: 17,549
PROJ. REMAINING PRIMARY RESERVES: 281
ULTIMATE PRIMARY RESERVES: 17,830

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000



SEARCH EXPLORATION

ID: 268

LEASE: GOVERNMENT

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: TRIGG JOHN H

COUNTY: EDDY

WELL: 5

STATE: NEW MEXICO

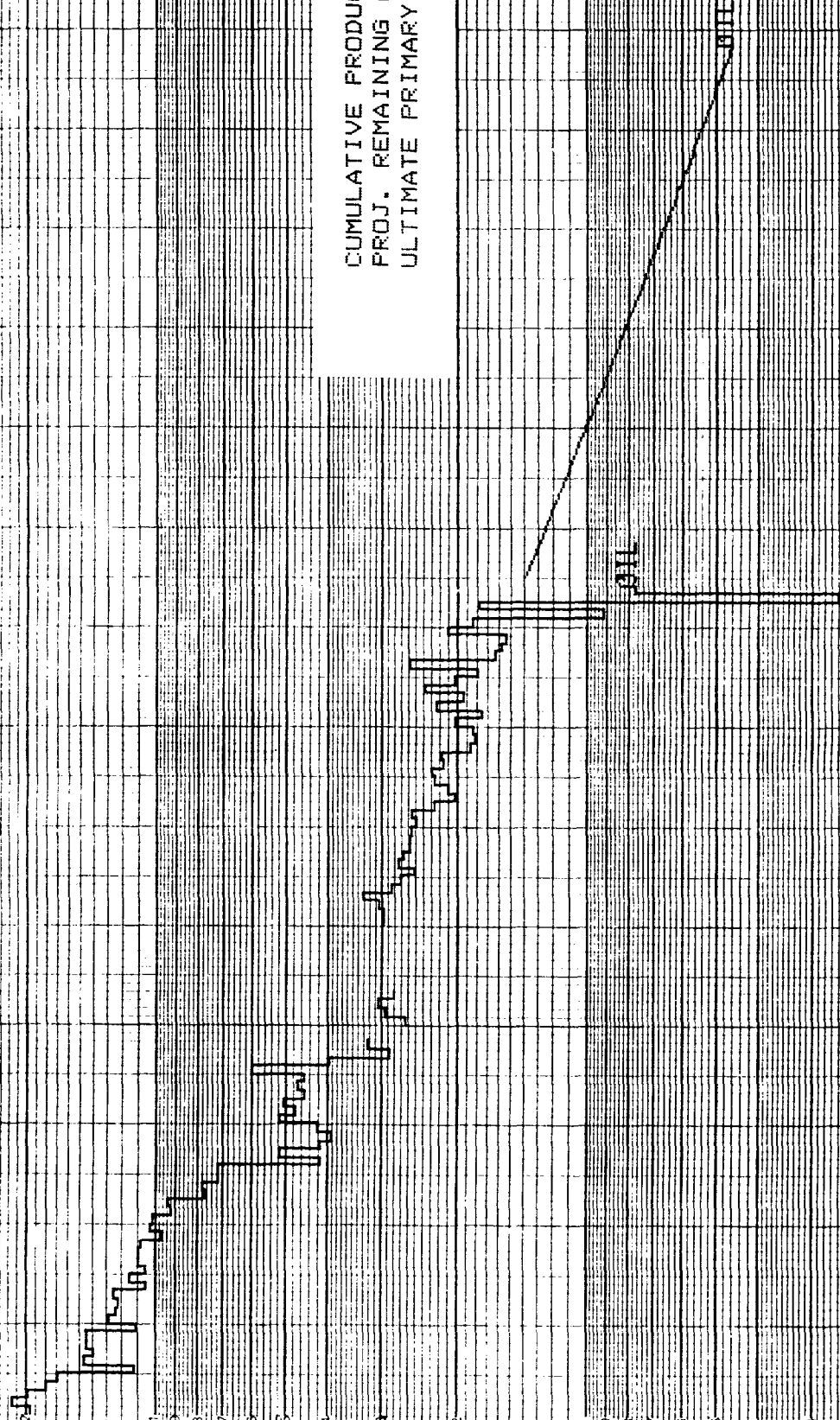
10000

1000

100

OIL (BBL)

CUMULATIVE PRODUCTION TO 6-1-90: 53,950
PROJ. REMAINING PRIMARY RESERVES: 5,431
ULTIMATE PRIMARY RESERVES: 59,381



1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001

BEACH EXPLORATION

ID: 267

LEASE: GOVERNMENT

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: TRIGG JOHN H

COUNTY: EDDY

WELL: 6

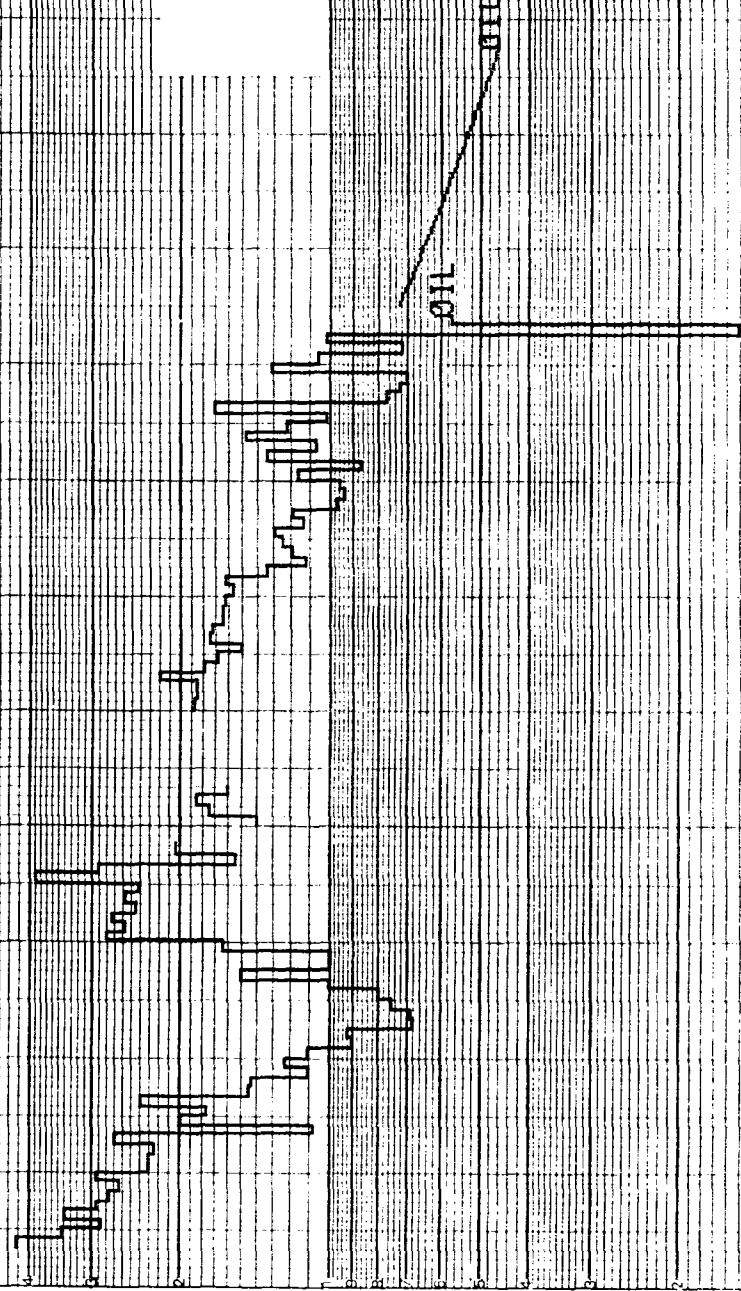
STATE: NEW MEXICO

10000

1000

100

01L (BBL)



CUMULATIVE PRODUCTION TO 6-1-90: 14,405
PROJ. REMAINING PRIMARY RESERVES: 1,611
ULTIMATE PRIMARY RESERVES: 16,016

1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001

BEACH EXPLORATION

ID: 285

LEASE: MAX FEDERAL

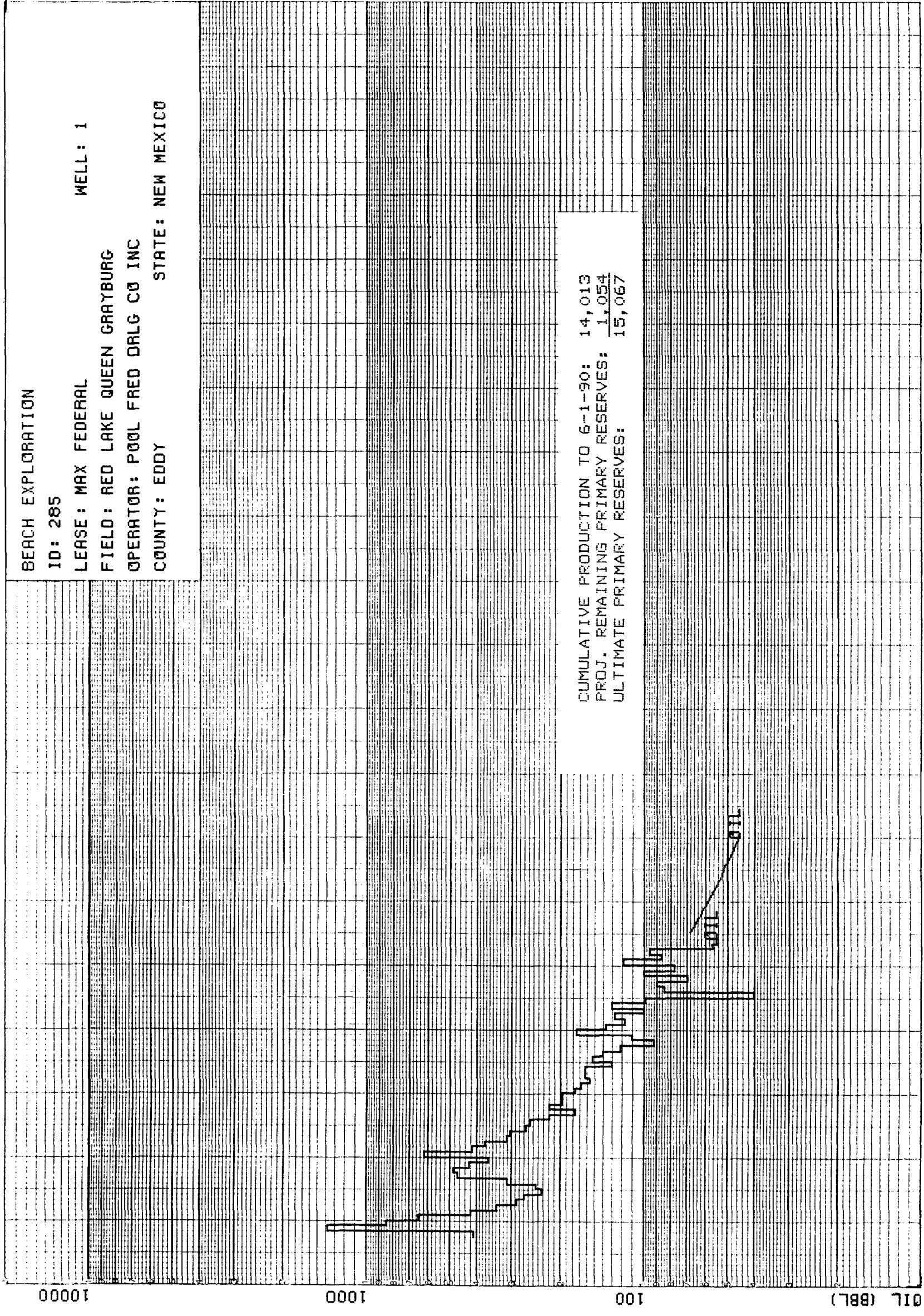
FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: POOL FRED ORLG CO INC

COUNTY: EDDY

WELL: 1

STATE: NEW MEXICO



CUMULATIVE PRODUCTION TO 6-1-90: 14,013
PROJ. REMAINING PRIMARY RESERVES: 1,054
ULTIMATE PRIMARY RESERVES: 15,067

1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

BEACH EXPLORATION

ID: 286

LEASE: MAX FEDERAL

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: POOL FRED DRLG CO INC

COUNTY: EDDY

WELL: 3

STATE: NEW MEXICO

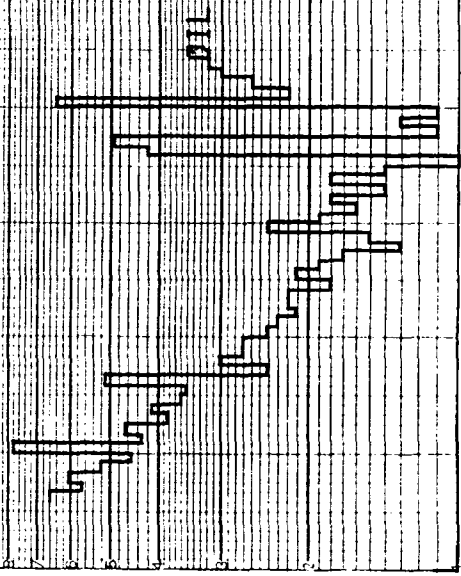
10000

1000

100

OIL (BBL)

CUMULATIVE PRODUCTION TO 6-1-90: 1,404
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 1,404



1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

BERCH EXPLORATION

ID: 263

LEASE: ALLEN FEDERAL

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: J F G ENTERPRISES

COUNTY: EDDY

WELL: 1

STATE: NEW MEXICO

10000

1000

100

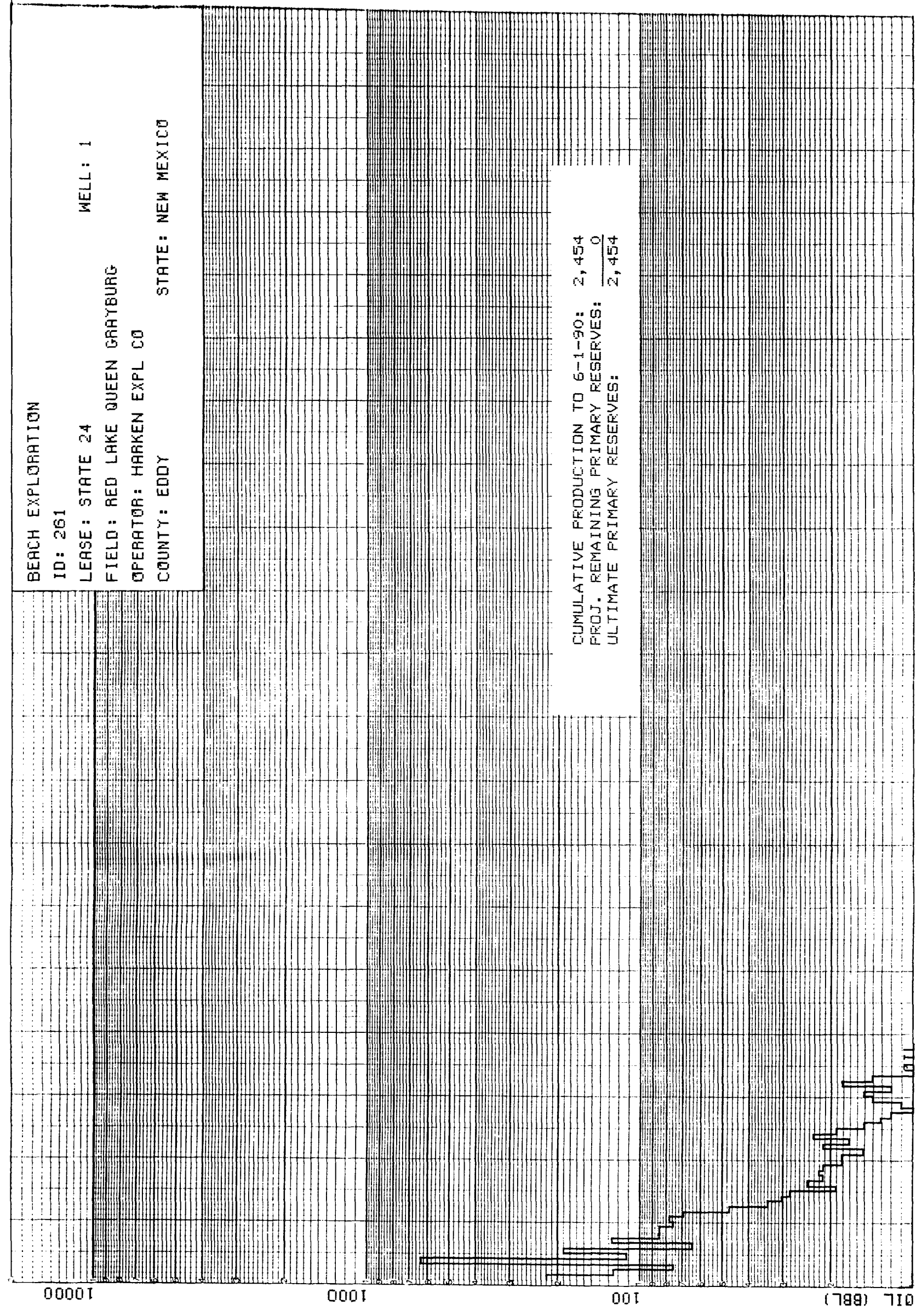
01L (88L)

CUMULATIVE PRODUCTION TO 6-1-90: 5,208
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 5,208

1962 1963 1964 1965 1966 1967 1968 1969 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001

BEACH EXPLORATION

ID: 261
LEASE: STATE 24
FIELD: RED LAKE QUEEN GRAYBURG
OPERATOR: HARKEN EXPL CO
COUNTY: EDDY
STATE: NEW MEXICO
WELL: 1



CUMULATIVE PRODUCTION TO 6-1-90: 2,454
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 2,454

1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006

BEACH EXPLORATION

ID: 262

LEASE: STATE 24

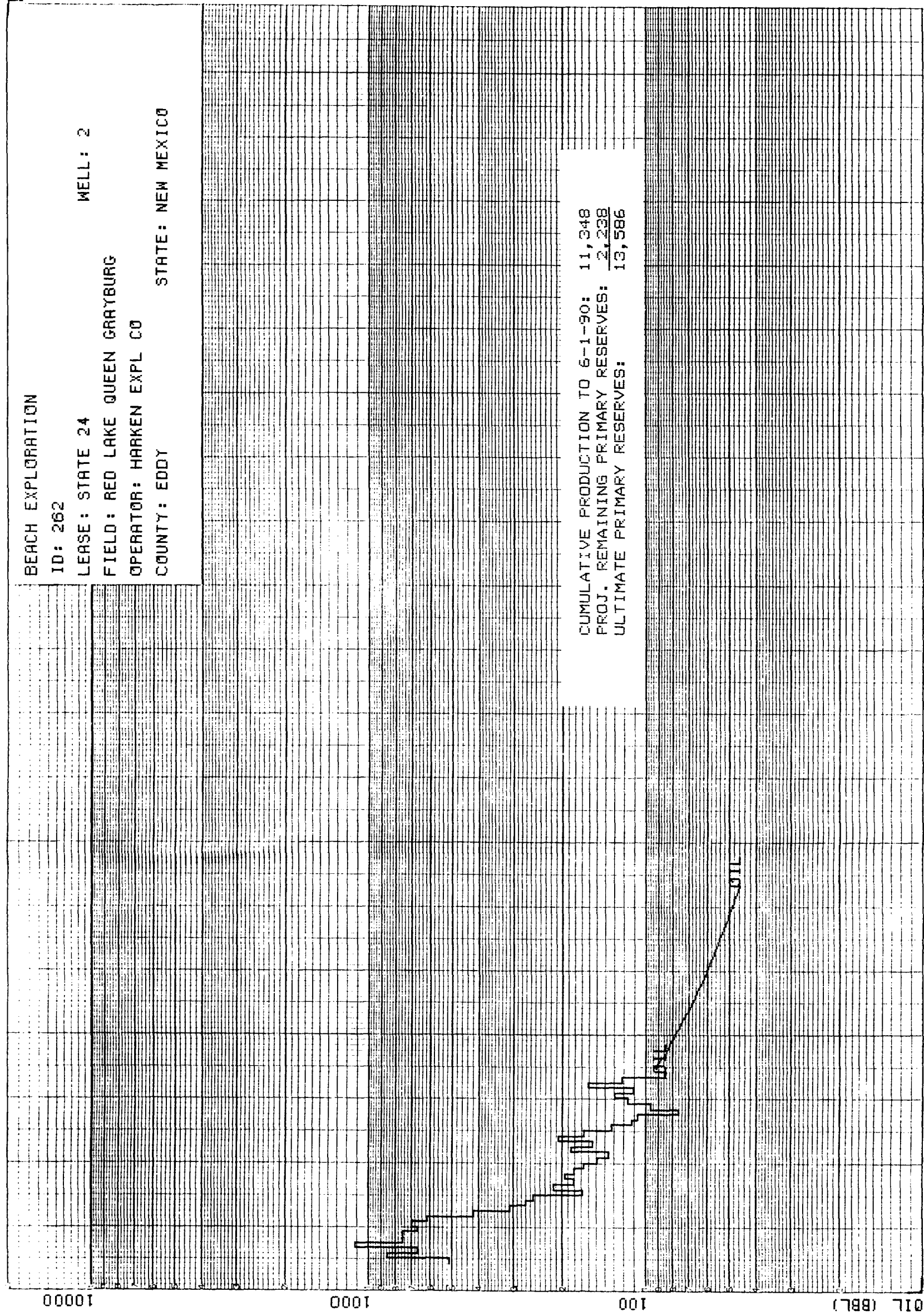
FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: HARKEN EXPL CO

COUNTY: EDDY

WELL: 2

STATE: NEW MEXICO



1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006

BEACH EXPLORATION

ID: 260

LEASE: STATE 24

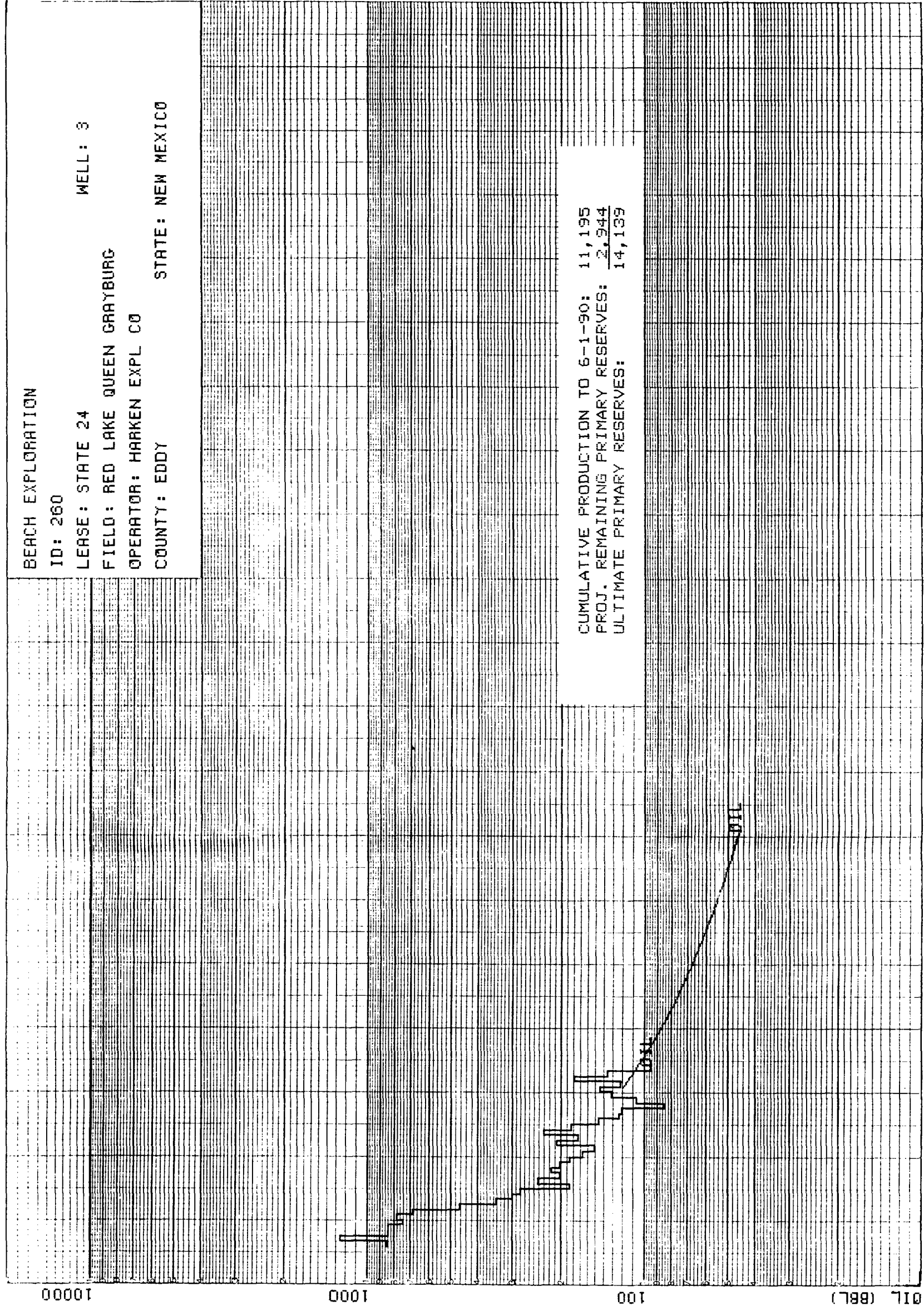
FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: HARKEN EXPL CO

COUNTY: EDDY

WELL: 3

STATE: NEW MEXICO



1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006

BEACH EXPLORATION

ID: 272

LEASE: HINKLE STATE

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 1

STATE: NEW MEXICO

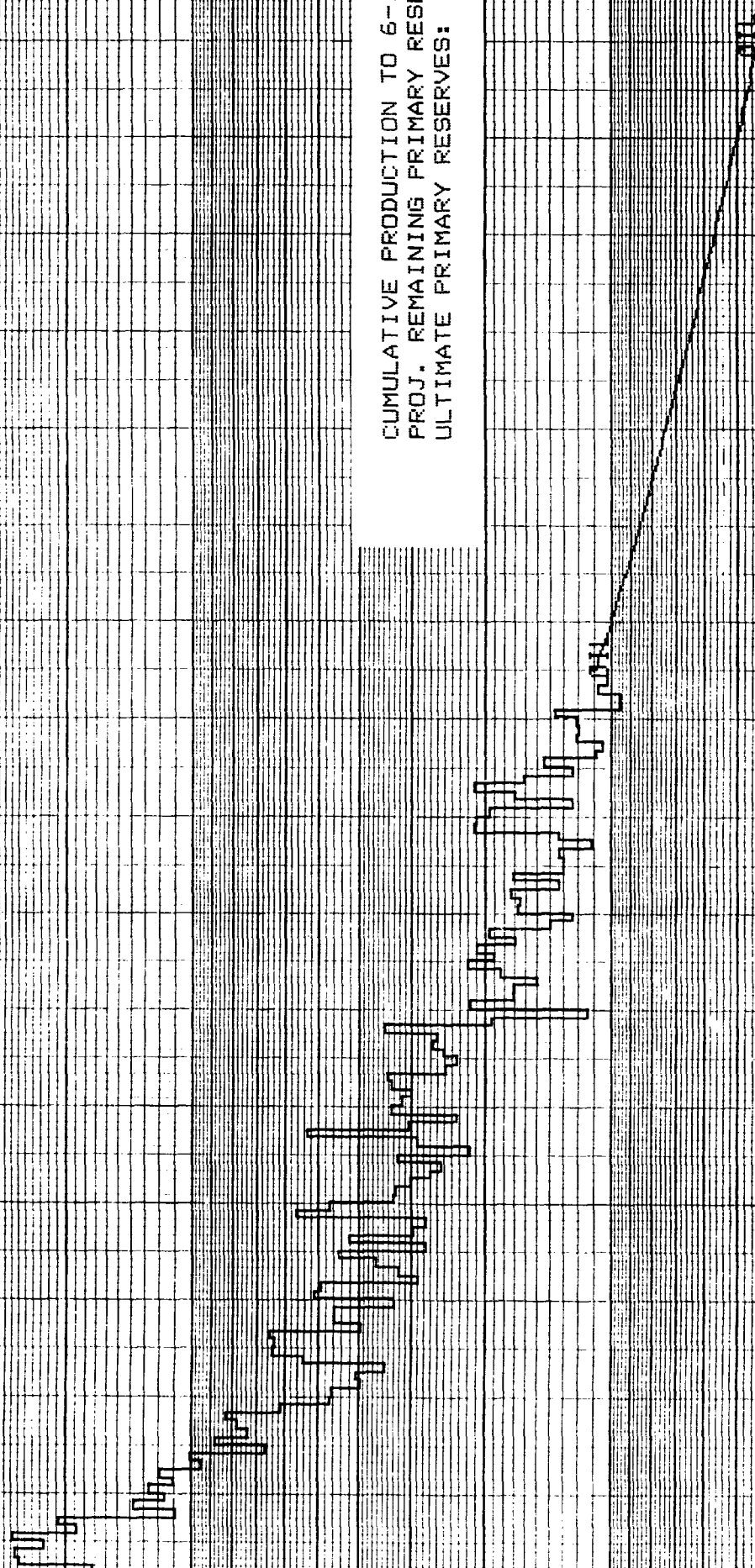
10000

1000

100

OIL (BBL)

CUMULATIVE PRODUCTION TO 6-1-90: 55,117
PROJ. REMAINING PRIMARY RESERVES: 5,431
ULTIMATE PRIMARY RESERVES: 60,548



1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 264

LEASE: HINKLE STATE

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 2

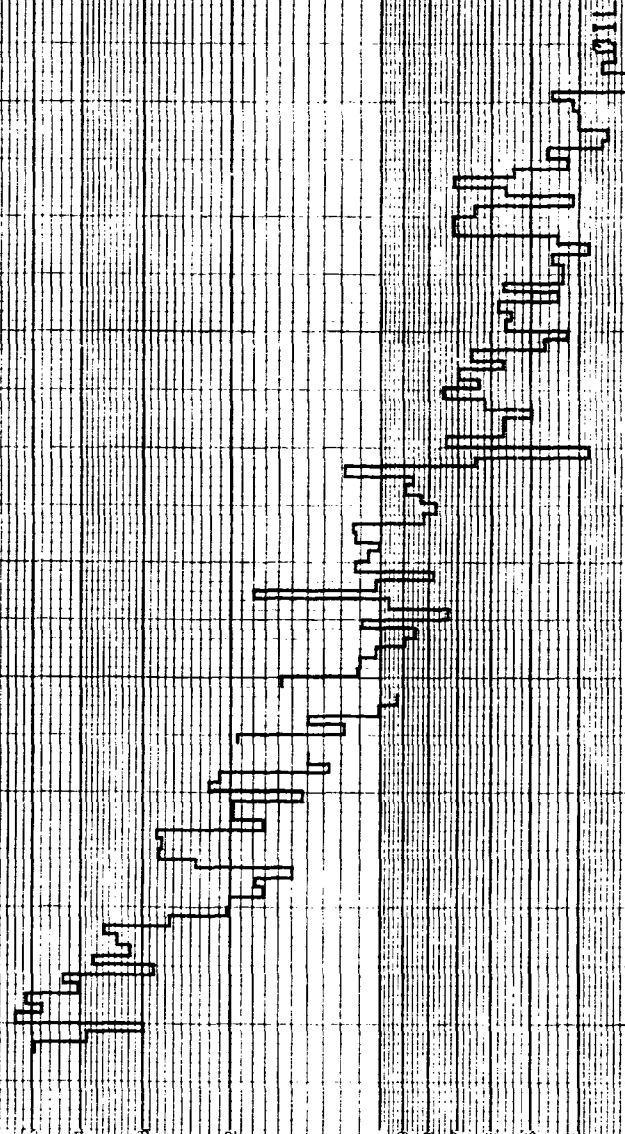
STATE: NEW MEXICO

10000

1000

100

01L (BBL)



CUMULATIVE PRODUCTION TO 6-1-90: 14,134
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 14,134

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 282

LEASE: HINKLE STATE "A" WELL: 1

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

STATE: NEW MEXICO

10000

1000

100

0.1 (88L)

CUMULATIVE PRODUCTION TO 6-1-90: 4,241
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 4,241

1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001

BEACH EXPLORATION

ID: 265

LEASE: LATHAM STATE

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 1

STATE: NEW MEXICO

10000

1000

100

OIL (BBL)

CUMULATIVE PRODUCTION TO 6-1-90: 12,573
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 12,573

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 270

LEASE: AMOCO STATE

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 1

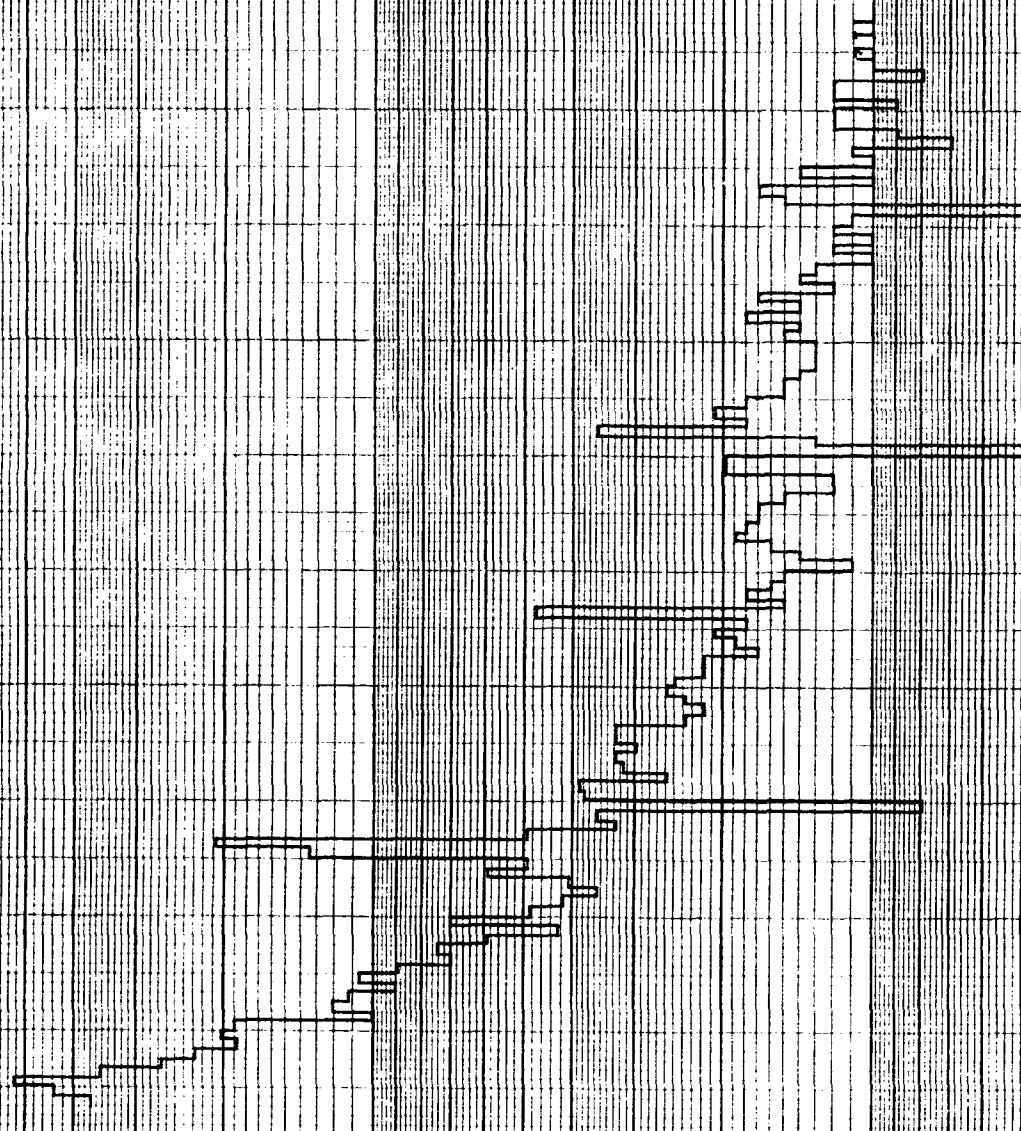
STATE: NEW MEXICO

1000

100

10

OIL (BBL)



CUMULATIVE PRODUCTION TO 6-1-90: 5,824
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 5,824

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

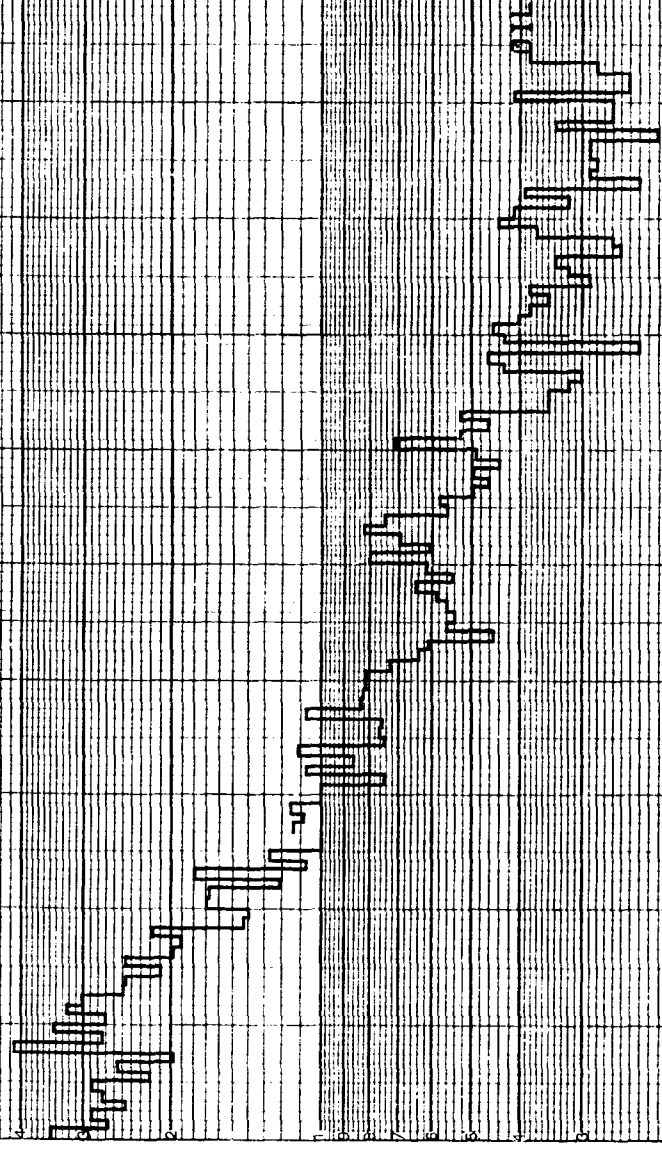
ID: 280
LEASE: NEW MEXICO 36
FIELD: RED LAKE QUEEN GRAYBURG
OPERATOR: BEACH EXPL INC
COUNTY: EDDY
WELL: 1
STATE: NEW MEXICO

10000

1000

100

OIL (BBL)



CUMULATIVE PRODUCTION TO 6-1-90: 16,383
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 16,383

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 277

LEASE: NEW MEXICO 36

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 2

STATE: NEW MEXICO

10000

1000

100

Q1L (BBL)

CUMULATIVE PRODUCTION TO 6-1-90: 23,026
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 23,026

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 279

LEASE: NEW MEXICO 36

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 3

STATE: NEW MEXICO

1000

100

10

OIL (BBL)

CUMULATIVE PRODUCTION TO 6-1-90: 3,411
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 3,411

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 278

LEASE: NEW MEXICO 36

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 4

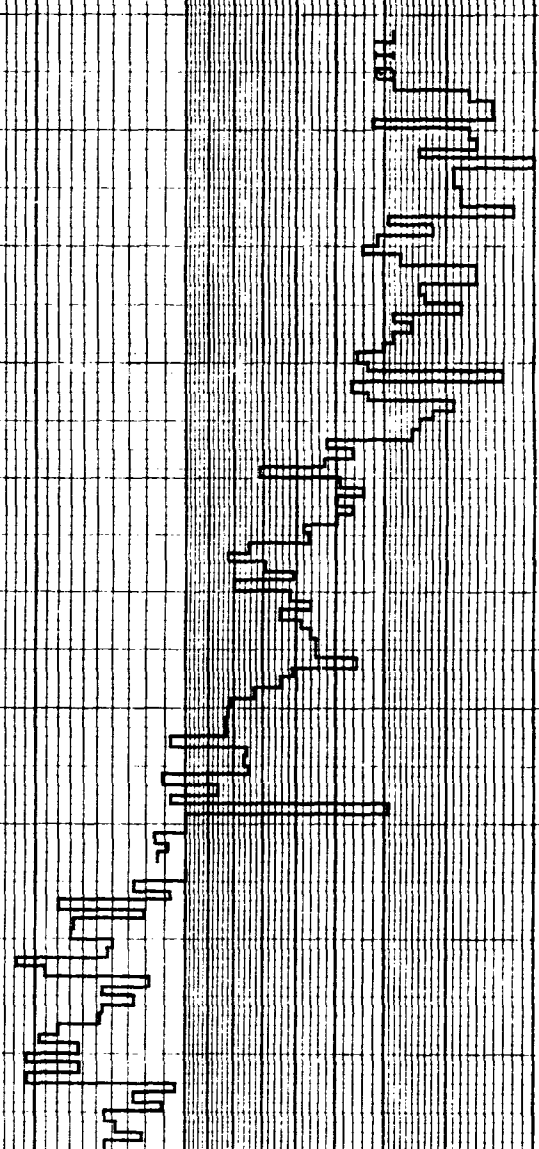
STATE: NEW MEXICO

10000

1000

100

OIL (BBL)



CUMULATIVE PRODUCTION TO 6-1-90: 9,857
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 9,857

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 281

LEASE: NEW MEXICO 36

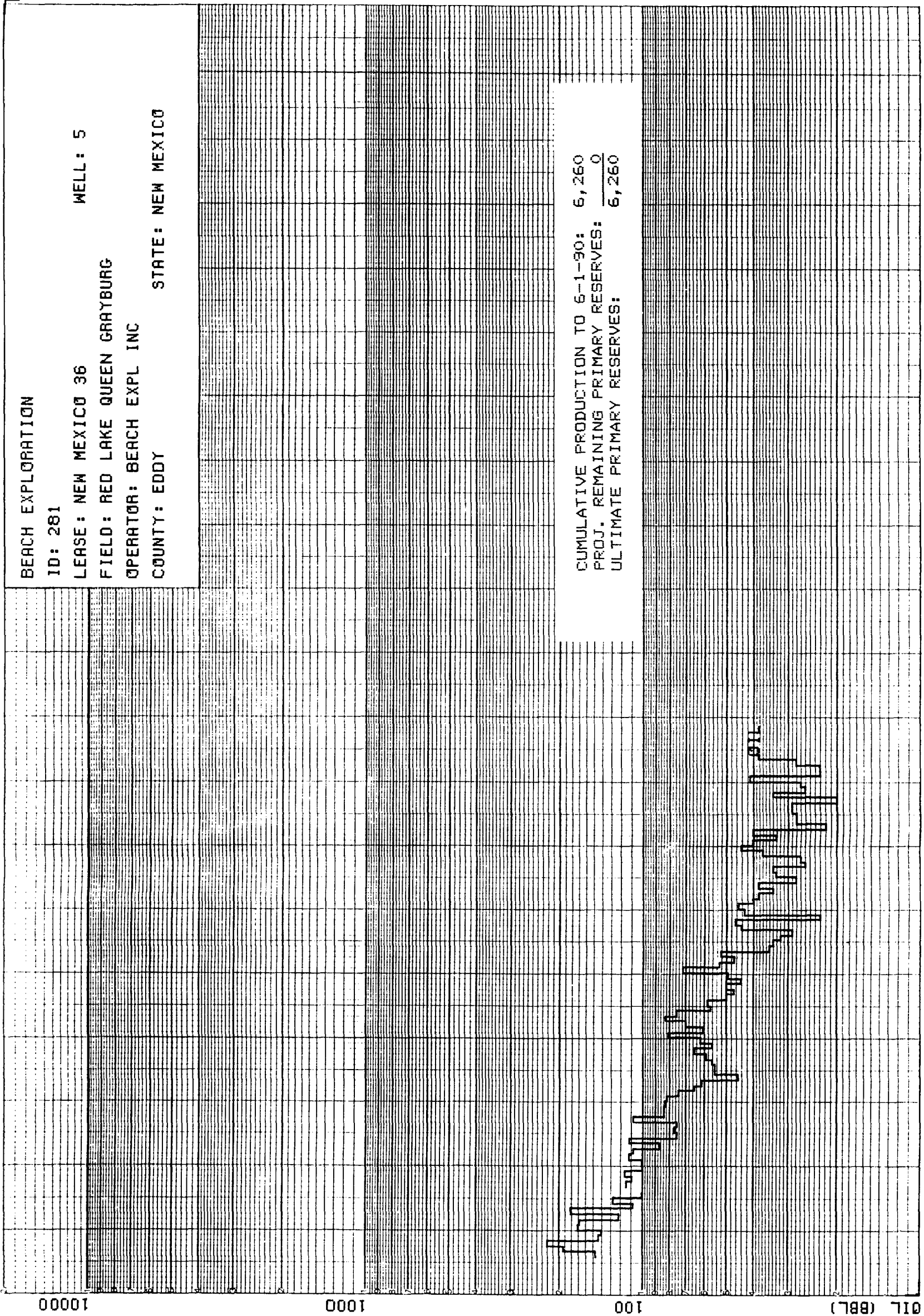
FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 5

STATE: NEW MEXICO



CUMULATIVE PRODUCTION TO 6-1-90: 6,260
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 6,260

1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001

BEACH EXPLORATION

ID: 276

LEASE: NEW MEXICO 36

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 6

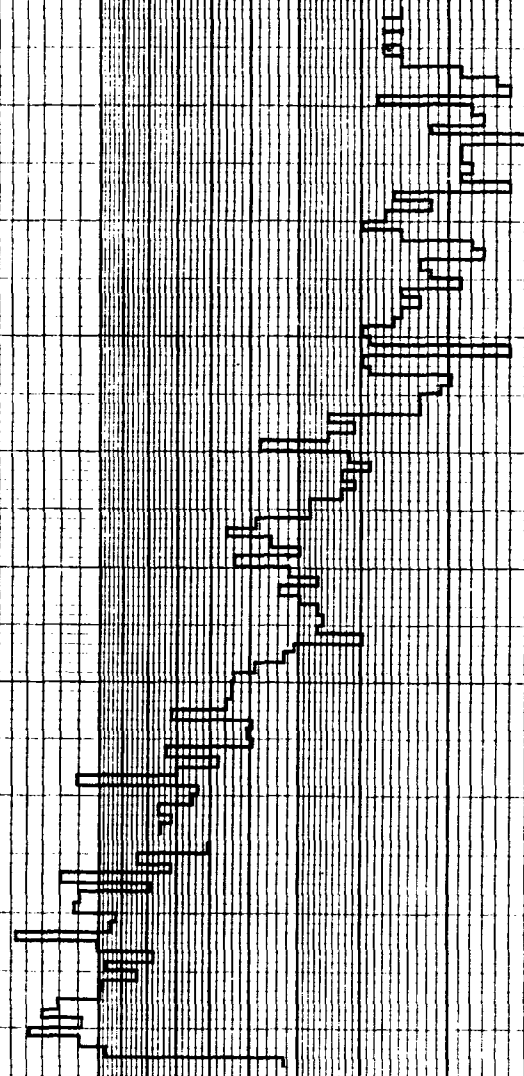
STATE: NEW MEXICO

1000

100

10

01L (BBL)



CUMULATIVE PRODUCTION TO 6-1-90: 5,278
PROJ. REMAINING PRIMARY RESERVES: 0
ULTIMATE PRIMARY RESERVES: 5,278

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 275

LEASE: NEW MEXICO 35 STATE

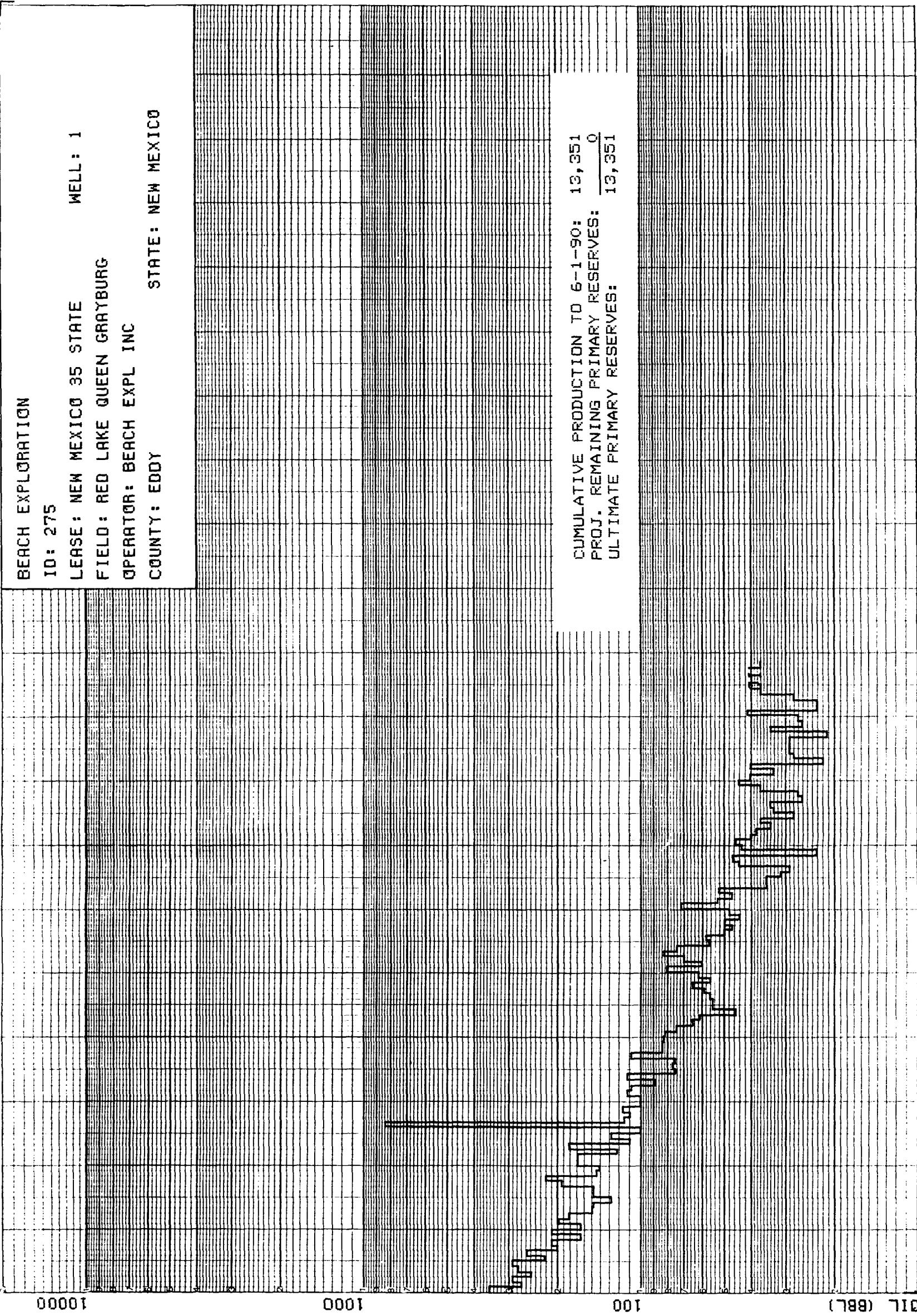
WELL: 1

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

STATE: NEW MEXICO



CUMULATIVE PRODUCTION TO 6-1-90: 13,351
PROJ. REMAINING PRIMARY RESERVES: $\frac{0}{0}$
ULTIMATE PRIMARY RESERVES: 13,351

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

BEACH EXPLORATION

ID: 271

LEASE: BOGLE FARMS

FIELD: RED LAKE QUEEN GRAYBURG

OPERATOR: BEACH EXPL INC

COUNTY: EDDY

WELL: 1

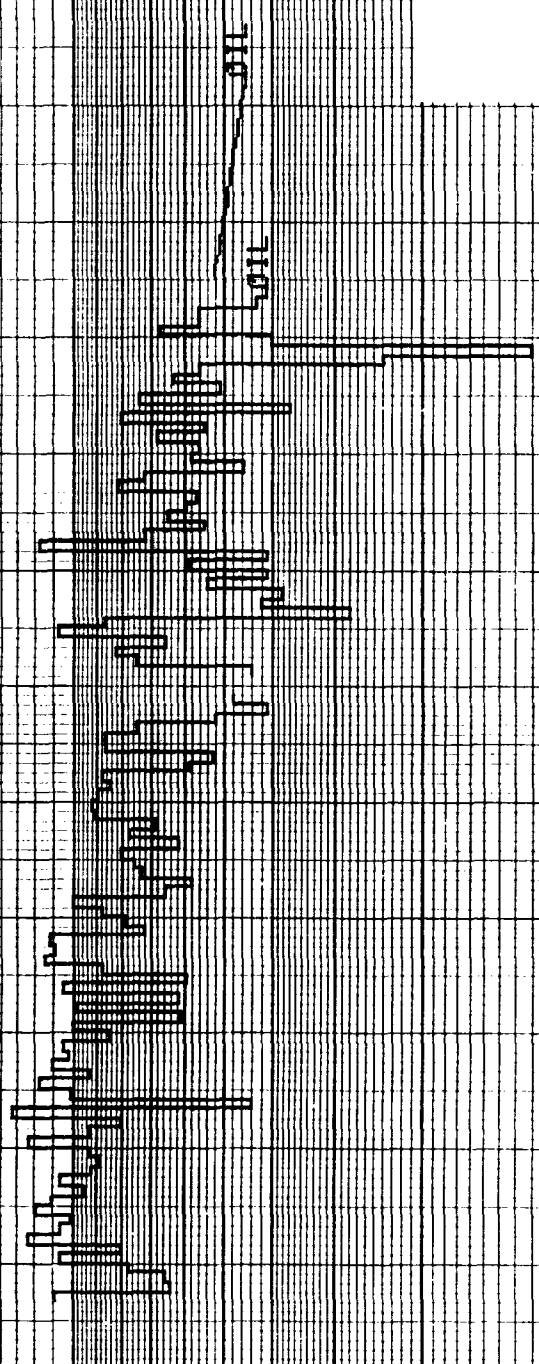
STATE: NEW MEXICO

1000

100

10

OIL (BBL)



CUMULATIVE PRODUCTION TO 6-1-90: 7,823
PROJ. REMAINING PRIMARY RESERVES: 1,070
ULTIMATE PRIMARY RESERVES: 8,893

1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

EXHIBIT "A"

Dwight's Energydata, Inc. BLOOK 4.20 Record # 1 Run date: 12/19/90
 Production data from file: REDSUM.DMP Retrieval code: 000,000,SUMMARY
 Lease: RED LAKE UNIT SUMMARY- ALL WELLS Well #:

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
January	0	0	0	0	0	1
February	0	0	0	0	0	1
March	0	0	0	0	0	1
April	0	0	0	0	0	1
May	0	0	0	0	0	1
June	0	0	0	0	0	1
July	0	0	0	0	0	1
August	0	0	0	0	0	1
September	0	0	0	0	0	1
October	22	22	1387	1387	22	2
November	369	391	5029	6416	182	2
December	612	1003	2851	9267	191	2
Total 1979	1003	1003	9267	9267	395	2
January	659	1662	1830	11097	0	3
February	587	2249	2248	13345	0	4
March	623	2872	1800	15145	0	4
April	1914	4786	2506	17651	0	5
May	2187	6973	3131	20782	0	5
June	361	7334	1055	21837	0	4
July	1564	8898	2130	23967	0	5
August	2101	10999	3334	27301	0	6
September	1390	12389	2244	29545	0	5
October	2377	14766	3159	32704	0	5
November	3453	18219	2406	35110	0	6
December	3819	22038	1845	36955	0	7
Total 1980	21035	22038	27688	36955	0	7
January	3505	25543	2872	39827	0	5
February	4319	29862	2348	42175	14	7
March	6399	36261	2252	44427	0	7
April	6118	42379	1848	46275	0	7
May	6032	48411	2774	49049	0	9
June	8134	56545	3327	52376	0	10
July	8340	64885	3448	55824	0	10
August	6988	71873	4273	60097	0	10
September	6933	78806	3562	63659	0	13
October	6606	85412	3960	67619	0	14
November	6030	91442	3246	70865	0	14
December	6653	98095	6900	77765	0	15
Total 1981	76057	98095	40810	77765	14	15
January	6666	104761	5870	83635	0	15
February	8516	113277	7242	90877	0	16
March	9519	122796	7926	98803	0	17
April	7757	130553	6495	105298	0	17
May	8152	138705	7634	112932	0	18
June	7179	145884	7815	120747	20	19
July	6481	152365	8271	129018	0	19

Dwight's Energydata, Inc. DLOOK 4.20 Record # 1 Run date: 12/19/90
 Production data from file: REDSUN.DMP Retrieval code: 000,000,SUMMARY
 Lease: RED LAKE UNIT SUMMARY- ALL WELLS Well #:

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No.of Wells
August	6487	158852	8646	137664	19	20
September	6541	165393	9166	146830	25	20
October	6999	172392	8068	154898	23	20
November	5978	178370	7526	162424	18	20
December	4871	183241	6250	168674	11	20
Total 1982	85146	183241	90909	168674	116	20
January	5359	188600	7445	176119	9	20
February	5050	193650	5193	181312	7	20
March	4774	198424	6686	187998	8	20
April	5313	203737	6466	194464	7	20
May	4193	207930	6103	200567	6	20
June	5131	213061	6311	206878	6	20
July	4394	217455	6900	213778	17	20
August	4998	222453	7474	221252	52	20
September	4107	226560	4662	225914	78	20
October	4086	230646	5875	231789	69	20
November	3765	234411	4684	236473	51	20
December	3574	237985	4249	240722	57	20
Total 1983	54744	237985	72048	240722	367	20
January	3780	241765	3821	244543	44	20
February	3587	245352	3567	248110	38	20
March	3342	248694	3487	251597	39	20
April	2920	251614	3672	255269	41	20
May	2947	254561	4335	259604	21	19
June	2873	257434	4169	263773	61	20
July	2635	260069	4197	267970	27	20
August	2688	262757	4044	272014	32	20
September	2951	265708	4056	276070	21	20
October	2679	268387	4113	280183	42	20
November	2637	271024	3814	283997	0	20
December	2856	273880	3856	287853	37	20
Total 1984	35895	273880	47131	287853	403	20
January	2532	276412	3788	291641	31	20
February	2395	278807	3343	294984	32	20
March	2320	281127	3700	298684	31	20
April	2151	283278	3569	302253	26	20
May	2114	285392	3690	305943	32	20
June	2181	287573	3446	309389	24	20
July	2925	290498	3925	313314	25	20
August	2524	293022	3796	317110	24	20
September	2023	295045	3726	320836	20	20
October	2505	297550	3611	324447	30	21
November	2287	299837	1827	326274	17	21
December	1946	301783	2399	328673	30	21
Total 1985	27903	301783	40820	328673	322	21

Dwight's Energydata, Inc. DLOOK 4.20 Record # 1 Run date: 12/19/90
 Production data from file: REDSUM.DMP Retrieval code: 000,000,SUMMARY
 Lease: RED LAKE UNIT SUMMARY- ALL WELLS Well #:

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
January	2486	304269	4232	332905	1	21
February	2360	306629	3423	336328	0	21
March	2425	309054	3836	340164	0	21
April	2277	311331	4233	344397	0	21
May	1382	312713	3121	347518	0	21
June	1151	313864	3050	350568	0	21
July	1201	315065	2758	353326	0	21
August	1267	316332	3065	356391	0	22
September	1295	317627	2200	358591	0	22
October	1544	319171	3487	362078	0	22
November	1248	320419	1658	363736	0	22
December	1028	321447	1578	365314	0	22
Total 1986	19664	321447	36641	365314	1	22
January	2525	323972	2605	367919	0	22
February	2268	326240	3935	371854	0	22
March	2256	328496	5650	377504	63	23
April	2253	330749	4561	382065	5	23
May	2483	333232	3803	385868	2	23
June	2481	335713	3678	389546	2	24
July	2665	338378	2517	392063	152	24
August	3285	341663	3418	395481	153	25
September	4129	345792	3218	398699	150	24
October	3420	349212	4522	403221	0	25
November	3153	352365	2900	406121	150	25
December	3032	355397	2652	408773	150	25
Total 1987	33950	355397	43459	408773	827	25
January	3156	358553	2310	411083	150	25
February	2927	361480	2721	413804	150	25
March	2440	363920	3339	417143	0	25
April	1963	365883	2659	419802	0	25
May	2004	367887	2878	422680	248	25
June	1881	369768	2920	425600	101	25
July	1787	371555	2476	428076	999	25
August	1816	373371	1986	430062	221	25
September	1659	375030	2071	432133	64	25
October	1559	376589	1713	433846	258	25
November	1679	378268	2128	435974	251	25
December	1781	380049	2690	438664	202	25
Total 1988	24652	380049	29891	438664	2644	25
January	1781	381830	2911	441575	202	25
February	1430	383260	2701	444276	156	25
March	1969	385229	2518	446794	176	25
April	1677	386906	2096	448890	205	25
May	1966	388872	2065	450955	202	25
June	1674	390546	1983	452938	180	25
July	1397	391943	2155	455093	16	25

Dwight's Energydata, Inc. DLOOK 4.20 Record # 1 Run date: 12/19/90
 Production data from file: REDSUM.DMP Retrieval code: 000,000,SUMMARY
 Lease: RED LAKE UNIT SUMMARY- ALL WELLS Well #:

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No.of Wells
August	1865	393808	1555	456648	61	25
September	1192	395000	2181	458829	7	25
October	1119	396119	2008	460837	7	25
November	1110	397229	1871	462708	53	25
December	1543	398772	2023	464731	59	25
Total 1989	18723	398772	26067	464731	1324	25
January	1675	400447	1994	466725	73	25
February	1083	401530	1727	468452	79	25
March	1463	402993	1539	469991	88	25
April	896	403889	1861	471852	93	25
May	1024	404913	1593	473445	75	25
June	1188	406101	1293	474738	72	25
July	949	407050	1431	476169	76	25
August	1036	408086	1561	477730	77	25
Total 1990	9314	408086	12999	477730	633	25

Knight's Energydata, Inc. DLDOK 4.20
 Production data from file: REDLK.DMP
 Lease: GOVERNMENT

Record # 14 Run date: 12/19/90
 Retrieval code: 150,015,16928E25D000G
 Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbbls	No. of Wells
Total 1980	9507	9507	7959	7959	0	1
Total 1981	19818	29405	5767	13726	0	1
Total 1982	14769	44174	12061	25787	0	1
Total 1983	8939	53113	10709	36496	0	1
Total 1984	5279	58392	4072	40568	0	1
Total 1985	1821	60213	3055	43623	0	1
Total 1986	469	60682	434	44057	0	1
January	135	60817	117	44174	0	1
February	133	60950	108	44282	0	1
March	137	61087	74	44356	0	1
April	166	61253	129	44485	0	1
May	126	61379	129	44614	0	1
June	116	61495	126	44740	0	1
July	98	61593	53	44793	0	1
August	122	61715	102	44895	0	1
September	116	61831	123	45018	0	1
October	111	61942	112	45130	0	1
November	110	62052	100	45230	0	1
December	110	62162	91	45321	0	1
Total 1987	1480	62162	1264	45321	0	1
January	104	62266	57	45378	0	1
February	106	62375	93	45471	0	1
March	93	62468	60	45531	0	1
April	71	62539	83	45614	0	1
May	78	62617	109	45723	0	1
June	91	62708	116	45839	0	1
July	97	62805	115	45954	0	1
August	89	62894	98	46052	0	1
September	94	62988	97	46149	0	1
October	68	63056	94	46243	0	1
November	65	63121	79	46322	0	1
December	67	63188	80	46402	0	1
Total 1988	1026	63188	1081	46402	0	1
January	89	63277	72	46474	0	1
February	63	63340	81	46555	0	1
March	110	63450	48	46603	0	1
April	83	63533	36	46639	10	1
May	124	63657	31	46670	0	1
June	97	63754	45	46715	0	1
July	79	63833	61	46776	0	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lease: GOVERNMENT

Record # 14 Run date: 12/19/90
Retrieval code: 150,015,16528E2500006
Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No.of Wells
August	147	63980	57	46833	0	1
September	53	64033	56	46889	0	1
October	48	64081	47	46936	0	1
November	46	64127	42	46978	0	1
December	106	64233	70	47048	0	1
Total 1989	1045	64233	646	47048	10	1
January	83	64316	97	47145	0	1
February	41	64357	59	47204	0	1
March	80	64437	39	47243	0	1
April	12	64449	81	47324	0	1
May	27	64476	47	47371	0	1
Total 1990	243	64476	323	47371	0	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lessor: GOVERNMENT

Record # 10

Run date: 12/19/90

Retrieval code: 150,015,16S28E25J0006

Well #: 000002

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
Total 1981	8033	8033	3474	3474	0	1
Total 1982	5146	13179	8573	12047	0	1
Total 1983	2650	15829	5122	17169	0	1
Total 1984	1388	17217	928	18097	0	1
Total 1985	1089	18306	962	19059	0	1
Total 1986	265	18571	280	19339	0	1
January	84	18655	89	19428	0	1
February	82	18737	80	19508	0	1
March	86	18823	34	19542	0	1
April	115	18938	100	19642	0	1
May	75	19013	103	19745	0	1
June	65	19078	100	19845	0	1
July	47	19125	27	19872	0	1
August	71	19196	93	19965	0	1
September	72	19268	103	20068	0	1
October	65	19333	96	20164	0	1
November	64	19397	84	20248	0	1
December	64	19461	84	20332	0	1
Total 1987	890	19461	993	20332	0	1
January	61	19522	49	20381	0	1
February	67	19589	85	20466	0	1
March	50	19639	49	20515	0	1
April	28	19667	72	20587	0	1
May	35	19702	98	20685	0	1
June	50	19752	103	20788	0	1
July	56	19808	101	20889	0	1
August	51	19859	84	20973	0	1
September	58	19917	85	21058	0	1
October	39	19956	84	21142	0	1
November	38	19994	69	21211	0	1
December	40	20034	69	21280	0	1
Total 1988	573	20034	948	21280	0	1
January	61	20095	61	21341	0	1
February	39	20134	69	21410	0	1
March	87	20221	33	21443	0	1
April	61	20282	21	21464	0	1
May	102	20384	14	21478	0	1
June	76	20460	31	21509	0	1
July	57	20517	47	21556	0	1
August	125	20642	44	21600	0	1
September	31	20673	44	21644	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 10 Run date: 12/19/90
 Production data from file: RECLK.DMP Retrieval code: 150,015,16528E25J0086
 Lease: GOVERNMENT Well #: 000002

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
October	26	20699	35	21679	0	1
November	24	20723	30	21709	0	1
December	86	20809	58	21767	0	1
Total 1989	775	20809	487	21767	0	1
January	61	20870	85	21852	0	1
February	25	20895	62	21914	0	1
March	58	20953	27	21941	0	1
April	9	20962	54	21995	0	1
May	11	20973	50	22045	0	1
Total 1990	164	20973	278	22045	0	1

Dwight's Energydata, Inc. DL90K 4.20 Record # 15 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16928E25P0006
 Lease: GOVERNMENT Well #: 000003

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
Total 1981	1854	1854	1142	1142	0	1
Total 1982	3900	5754	6269	7411	0	1
Total 1983	653	5607	1083	8494	0	1
Total 1984	674	7281	633	9127	0	1
Total 1985	994	8275	328	9455	0	1
Total 1986	217	8492	332	9787	0	1
January	72	9564	76	9863	0	1
February	72	8536	73	9936	0	1
March	74	8710	53	9989	0	1
April	103	9813	87	10076	0	1
May	63	9876	90	10166	0	1
June	53	9929	87	10253	0	1
July	36	9965	20	10273	0	1
August	60	9025	77	10350	0	1
September	59	9084	85	10435	0	1
October	51	9135	82	10517	0	1
November	50	9185	70	10587	0	1
December	50	9235	67	10654	0	1
Total 1987	743	9235	867	10654	0	1
January	48	9283	41	10695	0	1
February	54	9337	68	10763	0	1
March	47	9384	32	10795	0	1
April	25	9409	56	10851	0	1
May	31	9440	92	10943	0	1
June	46	9486	101	11044	0	1
July	53	9539	100	11144	0	1
August	47	9586	83	11227	0	1
September	53	9639	84	11311	0	1
October	35	9674	81	11392	0	1
November	35	9709	66	11458	0	1
December	38	9747	67	11525	0	1
Total 1988	512	9747	871	11525	0	1
January	59	9806	59	11584	0	1
February	37	9843	67	11651	0	1
March	85	9928	30	11681	0	1
April	59	9987	20	11701	0	1
May	100	10087	13	11714	0	1
June	75	10162	29	11743	1	1
July	55	10217	45	11788	2	1
August	124	10341	41	11829	3	1
September	30	10371	41	11870	2	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lease: GOVERNMENT

Record # 15 Run date: 12/19/90
Retrieval code: 150,015,16S28E25P000G
Well #: 000003

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
October	25	10396	33	11903	3	1
November	23	10419	28	11931	2	1
December	85	10504	56	11987	4	1
Total 1989	757	10504	462	11987	17	1
January	60	10564	83	12070	0	1
February	24	10588	60	12130	0	1
March	57	10645	25	12155	0	1
April	5	10650	73	12228	0	1
May	10	10660	48	12276	0	1
Total 1990	156	10660	289	12276	0	1

Dwight's Energydata, Inc. DLQOK 4.20 Record # 7 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E25G000G
 Lessee: GOVERNMENT Well #: 000004

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1981	705	705	2115	2115	0	1
Total 1982	6867	7572	8407	10522	0	1
Total 1983	3284	10856	4913	15435	0	1
Total 1984	2010	12866	2141	17576	0	1
Total 1985	1372	14238	1288	18864	0	1
Total 1986	329	14567	329	19193	0	1
January	99	14666	145	19338	0	1
February	97	14763	136	19474	0	1
March	105	14868	55	19529	0	1
April	130	14998	157	19686	0	1
May	90	15088	157	19843	0	1
June	80	15168	154	19997	0	1
July	62	15230	97	20094	0	1
August	86	15316	139	20233	0	1
September	87	15403	136	20369	0	1
October	79	15482	117	20486	0	1
November	78	15560	105	20591	0	1
December	78	15638	96	20687	0	1
Total 1987	1071	15638	1494	20687	0	1
January	72	15710	61	20748	0	1
February	77	15787	98	20846	0	1
March	64	15851	65	20911	0	1
April	42	15893	88	20999	0	1
May	48	15941	107	21106	0	1
June	67	16008	115	21221	0	1
July	73	16081	113	21334	0	1
August	64	16145	96	21430	0	1
September	72	16217	98	21528	0	1
October	54	16271	96	21624	0	1
November	52	16323	81	21705	0	1
December	55	16378	81	21786	0	1
Total 1988	740	16378	1099	21786	0	1
January	76	16454	74	21860	0	1
February	55	16509	82	21942	0	1
March	102	16611	50	21992	0	1
April	74	16685	38	22030	0	1
May	116	16801	29	22059	0	1
June	89	16890	43	22102	0	1
July	71	16961	59	22161	0	1
August	140	17101	55	22216	0	1
September	46	17147	54	22270	0	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lease: GOVERNMENT

Record # 7

Run date: 12/19/90

Retrieval code: 150,015,16528E25600R6

Well #: 000004

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
October	41	17188	45	22315	0	1
November	39	17227	40	22355	0	1
December	98	17325	71	22426	0	1
Total 1989	947	17325	640	22426	0	1
January	75	17400	98	22524	0	1
February	40	17440	75	22599	0	1
March	72	17512	37	22636	0	1
April	11	17523	70	22706	0	1
May	26	17549	62	22768	0	1
Total 1990	224	17549	342	22768	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 9 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E2510086
 Lessee: GOVERNMENT Well #: 000005

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1982	17643	17643	13094	13094	0	1
Total 1983	13624	31267	13806	26900	0	1
Total 1984	8096	39363	8688	35588	0	1
Total 1985	4530	43893	6645	42233	0	1
Total 1986	1149	45042	550	42783	0	1
January	301	45343	355	43138	0	1
February	299	45642	329	43467	0	1
March	307	45949	82	43549	0	1
April	333	46282	349	43898	0	1
May	287	46569	349	44247	0	1
June	274	46843	346	44593	0	1
July	252	47095	272	44865	0	1
August	276	47371	350	45215	0	1
September	269	47640	342	45557	0	1
October	260	47900	322	45879	0	1
November	259	48159	309	46188	0	1
December	257	48416	294	46482	0	1
Total 1987	3374	48416	3699	46482	0	1
January	251	48667	241	46723	0	1
February	256	48923	294	47017	0	1
March	228	49151	229	47246	0	1
April	205	49356	252	47498	0	1
May	211	49567	278	47776	0	1
June	227	49794	284	48060	0	1
July	231	50025	283	48343	0	1
August	216	50241	266	48609	0	1
September	220	50461	263	48872	0	1
October	188	50649	252	49124	0	1
November	183	50832	238	49362	0	1
December	185	51017	224	49586	0	1
Total 1988	2601	51017	3104	49586	0	1
January	204	51221	215	49801	0	1
February	177	51398	222	50023	0	1
March	224	51622	185	50208	0	1
April	194	51816	170	50378	0	1
May	238	52054	159	50537	0	1
June	203	52257	172	50709	10	1
July	181	52438	188	50897	9	1
August	261	52699	182	51079	8	1
September	165	52864	180	51259	5	1
October	159	53023	167	51426	4	1
November	155	53178	162	51588	5	1

Dwight's Energydata, Inc. DLOOK 4.20

Record # 9

Run date: 12/19/90

Production data from file: REDLK.DMP

Retrieval code: 150,015,16S28E25I0006

Lease: GOVERNMENT

Well #: 000005

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
December	212	53390	212	51300	6	1
Total 1989	2373	53390	2214	51800	47	1
January	185	53575	236	52036	0	1
February	92	53667	186	52222	0	1
March	179	53846	159	52381	0	1
April	26	53872	329	52710	0	1
May	78	53950	171	52881	0	1
Total 1990	560	53950	1081	52881	0	1

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1982	2512	2512	3134	3134	0	1
Total 1983	2198	4710	3582	6716	0	1
Total 1984	1199	5909	2604	9320	0	1
Total 1985	2590	8499	2225	11545	0	1
Total 1986	662	9161	230	11775	0	1
January	187	9348	15	11790	0	1
February	185	9533	16	11806	0	1
March	186	9719	32	11838	0	1
April	218	9937	20	11858	0	1
May	178	10115	23	11881	0	1
June	168	10283	20	11901	0	1
July	150	10433	20	11921	0	1
August	174	10607	94	12015	0	1
September	172	10779	107	12122	0	1
October	165	10944	102	12224	0	1
November	164	11108	92	12316	0	1
December	163	11271	87	12403	0	1
Total 1987	2110	11271	628	12403	0	1
January	156	11427	45	12448	0	1
February	162	11589	91	12539	0	1
March	134	11723	61	12600	0	1
April	112	11835	84	12684	0	1
May	119	11954	107	12791	0	1
June	124	12078	114	12905	0	1
July	129	12207	113	13018	0	1
August	113	12320	96	13114	0	1
September	119	12439	96	13210	0	1
October	96	12535	93	13303	0	1
November	93	12628	79	13382	0	1
December	95	12723	79	13461	0	1
Total 1988	1452	12723	1058	13461	0	1
January	116	12839	71	13532	0	1
February	87	12926	81	13613	0	1
March	134	13060	47	13660	0	1
April	106	13166	35	13695	0	1
May	148	13314	28	13723	0	1
June	121	13435	42	13765	0	1
July	101	13536	58	13823	0	1
August	171	13707	54	13877	0	1
September	77	13784	53	13930	0	1
October	72	13856	44	13974	0	1
November	70	13926	39	14013	0	1

Dwight's Energydata, Inc. DLOOK 4.20

Record # 8

Run date: 12/19/90

Production data from file: REDLK.DMP

Retrieval code: 150,015,16S28E25H0006

Lease: GOVERNMENT

Well #: 000006

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
December	130	14056	68	14081	0	1
Total 1989	1333	14056	620	14081	0	1
January	105	14161	97	14178	0	1
February	71	14232	74	14252	0	1
March	101	14333	36	14288	0	1
April	15	14348	64	14352	0	1
May	57	14405	62	14414	0	1
Total 1990	349	14405	333	14414	0	1

Dwight's Energydata, Inc. DLGOK 4.20
 Production data from file: POOL.DMP
 Lease: MAX FEDERAL

Record # 2

Run date: 12/19/90

Retrieval code: 150,015,16S29E30L00GG

Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1985	2631	2631	0	0	0	1
Total 1986	4489	7120	0	0	0	1
January	622	7742	303	303	0	1
February	418	8160	288	591	0	1
March	371	8531	288	879	0	1
April	311	8842	255	1134	0	1
May	304	9146	250	1384	0	1
June	266	9412	218	1602	0	1
July	258	9670	0	1602	132	1
August	219	9889	0	1602	132	1
September	177	10066	0	1602	150	1
October	219	10285	0	1602	0	1
November	197	10482	0	1602	150	1
December	196	10678	0	1602	150	1
Total 1987	3558	10678	1602	1602	714	1
January	176	10854	0	1602	150	1
February	169	11023	0	1602	150	1
March	156	11179	0	1602	0	1
April	162	11341	0	1602	0	1
May	162	11503	0	1602	150	1
June	130	11633	0	1602	0	1
July	153	11786	0	1602	150	1
August	141	11927	0	1602	150	1
September	122	12049	0	1602	0	1
October	92	12141	0	1602	155	1
November	110	12251	0	1602	150	1
December	175	12426	0	1602	155	1
Total 1988	1748	12426	0	1602	1210	1
January	137	12563	0	1602	155	1
February	117	12680	0	1602	120	1
March	128	12808	0	1602	135	1
April	100	12908	0	1602	150	1
May	131	13039	0	1602	155	1
June	99	13138	0	1602	130	1
July	40	13178	0	1602	0	1
August	85	13263	0	1602	50	1
September	90	13353	0	1602	0	1
October	70	13423	0	1602	0	1
November	100	13523	0	1602	0	1
December	78	13601	0	1602	0	1
Total 1989	1175	13601	0	1602	895	1
January	118	13719	0	1602	0	1
February	67	13806	0	1602	0	1
March	95	13901	0	1602	0	1

Dwight's Energydata, Inc. DLOOK 4.20

Record # 2

Run date: 12/19/90

Production data from file: POOL.DMP

Retrieval code: 150,015,16529E30L0006

Lease: MAX FEDERAL

Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
April	57	13958	0	1602	93	1
May	55	14013	0	1602	0	1
Total 1990	412	14013	0	1602	93	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 1 Run date: 12/19/90
 Production data from file: POOL.DMP Retrieval code: 150,015,16S29E30E00Q6
 Lease: MAX FEDERAL Well #: 000003

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1986	280	280	0	0	0	1
January	78	358	38	38	0	1
February	43	401	30	68	0	1
March	46	447	30	98	0	1
April	38	485	35	133	0	1
May	41	526	32	165	0	1
June	36	562	30	195	0	1
July	35	597	0	195	18	1
August	51	648	0	195	18	1
September	24	672	0	195	0	1
October	30	702	0	195	0	1
November	27	729	0	195	0	1
December	27	756	0	195	0	1
Total 1987	476	756	195	195	36	1
January	24	780	0	195	0	1
February	23	803	0	195	0	1
March	21	824	0	195	0	1
April	22	846	0	195	0	1
May	22	868	0	195	0	1
June	18	886	0	195	0	1
July	21	907	0	195	0	1
August	19	926	0	195	0	1
September	17	943	0	195	0	1
October	13	956	0	195	40	1
November	15	971	0	195	45	1
December	24	995	0	195	47	1
Total 1988	239	995	0	195	132	1
January	19	1014	0	195	47	1
February	16	1030	0	195	36	1
March	18	1048	0	195	41	1
April	14	1062	0	195	45	1
May	18	1080	0	195	47	1
June	14	1094	0	195	39	1
July	10	1104	0	195	0	1
August	42	1146	0	195	0	1
September	49	1195	0	195	0	1
October	11	1206	0	195	0	1
November	13	1219	0	195	46	1
December	11	1230	0	195	49	1
Total 1989	235	1230	0	195	350	1
January	64	1294	0	195	73	1
February	22	1316	0	195	79	1
March	26	1342	0	195	88	1
April	30	1372	0	195	0	1
May	32	1404	0	195	75	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 1 Run date: 12/19/90
Production data from file: POOL.DMP Retrieval code: 150,015,16S29E30E008G
Lease: MAX FEDERAL Well #: 000003

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1990	174	1404	0	195	315	1

Swight's Energydata, Inc. DLOOK 4.20
 Production data from file: REDLK.DMP
 Lease: ALLEN FEDERAL

Record # 4

Run date: 12/19/90

Retrieval code: 150,015,16S28E25A000G

Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
Total 1982	608	608	2149	2149	116	1
Total 1983	1018	1626	3710	5859	367	1
Total 1984	956	2582	3708	9567	403	1
Total 1985	680	3262	3698	13265	322	1
Total 1986	547	3809	12465	25730	1	1
January	101	3910	3	25733	0	1
February	0	3910	0	25733	0	1
March	60	3970	1749	27482	0	1
April	35	4005	1020	28502	0	1
May	32	4037	933	29435	0	1
June	35	4072	1020	30455	0	1
July	27	4099	787	31242	0	1
August	40	4139	1166	32408	0	1
September	27	4166	787	33195	0	1
October	43	4209	1253	34448	0	1
November	27	4236	787	35235	0	1
December	16	4252	466	35701	0	1
Total 1987	443	4252	9971	35701	0	1
January	18	4270	524	36225	0	1
February	23	4293	670	36895	0	1
March	30	4323	874	37769	0	1
April	21	4344	612	38381	0	1
May	67	4411	512	38893	98	1
June	55	4466	474	39367	75	1
July	78	4544	0	39367	73	1
August	45	4589	0	39367	71	1
September	31	4620	0	39367	64	1
October	40	4660	0	39367	63	1
November	32	4692	0	39367	56	1
December	20	4712	0	39367	0	1
Total 1988	460	4712	3666	39367	500	1
January	26	4738	0	39367	0	1
February	22	4760	0	39367	0	1
March	37	4797	0	39367	0	1
April	35	4832	0	39367	0	1
May	27	4859	0	39367	0	1
June	34	4893	0	39367	0	1
July	36	4929	0	39367	5	1
August	32	4961	0	39367	0	1
September	24	4985	0	39367	0	1
October	33	5018	0	39367	0	1
November	18	5036	0	39367	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 4 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E25A0006
 Lease: ALLEN FEDERAL Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
December	27	5063	0	39367	0	1
Total 1989	351	5063	0	39367	5	1
January	33	5096	0	39367	0	1
February	28	5124	0	39367	0	1
March	25	5149	0	39367	0	1
April	30	5179	0	39367	0	1
May	29	5208	0	39367	0	1
Total 1990	145	5208	0	39367	0	1

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
January	0	0	0	0	0	1
February	219	219	1400	1400	0	1
March	125	344	1705	3105	63	1
April	75	419	750	3855	5	1
May	632	1051	105	3960	2	1
June	112	1163	25	3985	1	1
July	190	1353	0	3985	1	1
August	64	1417	1	3986	1	1
September	126	1543	1	3987	0	1
October	85	1628	0	3987	0	1
November	85	1713	0	3987	0	1
December	75	1788	0	3987	0	1
Total 1987	1788	1788	3987	3987	73	1
January	78	1866	0	3987	0	1
February	69	1935	0	3987	0	1
March	47	1982	0	3987	0	1
April	34	2016	0	3987	0	1
May	30	2046	0	3987	0	1
June	28	2074	0	3987	26	1
July	19	2093	0	3987	39	1
August	24	2117	0	3987	0	1
September	21	2138	0	3987	0	1
October	22	2160	0	3987	0	1
November	21	2181	0	3987	0	1
December	18	2199	0	3987	0	1
Total 1988	411	2199	0	3987	65	1
January	18	2217	1	3988	0	1
February	15	2232	1	3989	0	1
March	21	2253	1	3990	0	1
April	17	2270	1	3991	0	1
May	23	2293	1	3992	0	1
June	19	2312	1	3993	0	1
July	15	2327	1	3994	0	1
August	13	2340	1	3995	0	1
September	12	2352	1	3996	0	1
October	8	2360	1	3997	0	1
November	11	2371	1	3998	0	1
December	14	2385	0	3998	0	1
Total 1989	186	2385	11	3998	0	1
January	15	2400	1	3999	0	1
February	12	2412	1	4000	0	1
March	18	2430	1	4001	0	1
April	14	2444	1	4002	0	1
May	10	2454	0	4002	0	1
Total 1990	69	2454	4	4002	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 3 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E24P0006
 Lease: STATE 24 Well #: 000002

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
January	0	0	0	0	0	1
February	0	0	0	0	0	1
March	0	0	0	0	0	1
April	0	0	0	0	0	1
May	0	0	0	0	0	1
June	515	515	0	0	1	1
July	862	1377	0	0	1	1
August	670	2047	1	1	1	1
September	1133	3180	1	2	0	1
October	762	3942	0	2	0	1
November	758	4700	0	2	0	1
December	674	5374	0	2	0	1
Total 1987	5374	5374	2	2	3	1
January	706	6080	0	2	0	1
February	622	6702	0	2	0	1
March	421	7123	0	2	0	1
April	311	7434	0	2	0	1
May	272	7706	0	2	0	1
June	255	7961	0	2	0	1
July	170	8131	0	2	349	1
August	217	8348	0	2	0	1
September	184	8532	0	2	0	1
October	197	8729	0	2	0	1
November	183	8912	0	2	0	1
December	169	9081	0	2	0	1
Total 1988	3707	9081	0	2	349	1
January	151	9232	1	3	0	1
February	137	9369	1	4	0	1
March	187	9556	1	5	0	1
April	157	9713	1	6	0	1
May	209	9922	1	7	0	1
June	168	10090	1	8	0	1
July	134	10224	1	9	0	1
August	113	10337	1	10	0	1
September	108	10445	1	11	0	1
October	77	10522	1	12	0	1
November	96	10618	1	13	0	1
December	117	10735	1	14	0	1
Total 1989	1654	10735	12	14	0	1
January	131	10866	1	15	0	1
February	111	10977	1	16	0	1
March	162	11139	1	17	0	1
April	123	11262	1	18	0	1
May	86	11348	1	19	0	1
Total 1990	613	11348	5	19	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 1 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E24I00Q6
 Lease: STATE 24 Well #: 000003

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
January	0	0	0	0	0	1
February	0	0	0	0	0	1
March	0	0	0	0	0	1
April	0	0	0	0	0	1
May	0	0	0	0	0	1
June	0	0	0	0	0	1
July	0	0	0	0	0	1
August	856	856	1	1	1	1
September	1259	2115	1	2	0	1
October	846	2961	0	2	0	1
November	843	3804	0	2	0	1
December	749	4553	0	2	0	1
Total 1987	4553	4553	2	2	1	1
January	785	5338	0	2	0	1
February	691	6029	0	2	0	1
March	469	6498	0	2	0	1
April	346	6844	0	2	0	1
May	302	7146	0	2	0	1
June	283	7429	0	2	0	1
July	188	7617	0	2	388	1
August	243	7860	0	2	0	1
September	204	8064	0	2	0	1
October	219	8283	0	2	0	1
November	203	8486	0	2	0	1
December	187	8673	0	2	0	1
Total 1988	4120	8673	0	2	388	1
January	168	8841	1	3	0	1
February	153	8994	1	4	0	1
March	208	9202	1	5	0	1
April	174	9376	1	6	0	1
May	233	9609	1	7	0	1
June	186	9795	1	8	0	1
July	148	9943	1	9	0	1
August	124	10067	1	10	0	1
September	121	10188	1	11	0	1
October	86	10274	1	12	0	1
November	107	10381	1	13	0	1
December	132	10513	1	14	0	1
Total 1989	1840	10513	12	14	0	1
January	146	10659	1	15	0	1
February	123	10782	1	16	0	1
March	181	10963	1	17	0	1
April	137	11100	1	18	0	1
May	95	11195	1	19	0	1
Total 1990	682	11195	5	19	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 13 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E25N00Q6
 Lease: HINKLE STATE Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1980	339	339	0	0	0	1
Total 1981	20352	20691	0	0	11	1
Total 1982	10573	31264	2265	2265	0	1
Total 1983	5791	37055	4534	6799	0	1
Total 1984	4781	41836	3703	10502	0	1
Total 1985	3754	45590	3005	13507	0	1
Total 1986	3239	48829	3119	16626	0	1
January	220	49049	197	16823	0	1
February	172	49221	239	17062	0	1
March	173	49394	145	17207	0	1
April	150	49544	238	17445	0	1
May	186	49730	248	17693	0	1
June	223	49953	248	17941	0	1
July	191	50144	157	18098	0	1
August	211	50355	256	18354	0	1
September	170	50525	238	18592	0	1
October	197	50722	140	18732	0	1
November	140	50862	120	18852	0	1
December	125	50987	160	19012	0	1
Total 1987	2158	50987	2386	19012	0	1
January	169	51156	208	19220	0	1
February	166	51322	243	19463	0	1
March	174	51496	224	19687	0	1
April	133	51629	199	19886	0	1
May	173	51802	186	20072	0	1
June	130	51932	166	20238	0	1
July	130	52062	185	20423	0	1
August	134	52196	123	20546	0	1
September	112	52308	185	20731	0	1
October	133	52441	184	20915	0	1
November	213	52654	286	21201	0	1
December	212	52866	141	21342	0	1
Total 1988	1879	52866	2330	21342	0	1
January	196	53062	160	21502	0	1
February	125	53187	124	21626	0	1
March	170	53357	266	21892	0	1
April	213	53570	162	22054	0	1
May	163	53733	148	22202	0	1
June	125	53858	77	22279	0	1
July	145	54003	200	22479	0	1

Dwight's Energydata, Inc. BLOOK 4.20 Record # 13 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E25N00Q6
 Lease: WINKLE STATE Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
August	109	54112	155	22634	0	1
September	105	54217	153	22787	0	1
October	121	54338	155	22942	0	1
November	120	54458	161	23103	0	1
December	122	54580	119	23222	0	1
Total 1989	1714	54580	1880	23222	0	1
January	137	54717	148	23370	0	1
February	95	54812	160	23530	0	1
March	95	54907	160	23690	0	1
April	107	55014	164	23854	0	1
May	103	55117	171	24025	0	1
Total 1990	537	55117	803	24025	0	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lease: HINKLE STATE

Record # 5 Run date: 12/19/90
Retrieval code: 150,015,16528E25B0006
Well #: 000002

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1981	1191	1191	0	0	0	1
Total 1982	4531	5722	1311	1311	0	1
Total 1983	2483	8205	1942	3253	0	1
Total 1984	1508	9713	1124	4377	0	1
Total 1985	1252	10965	1002	5379	0	1
Total 1986	1078	12043	1038	6417	0	1
January	74	12117	66	6483	0	1
February	57	12174	80	6563	0	1
March	57	12231	48	6611	0	1
April	50	12281	79	6690	0	1
May	62	12343	83	6773	0	1
June	75	12418	83	6856	0	1
July	63	12481	53	6909	0	1
August	70	12551	85	6994	0	1
September	57	12608	79	7073	0	1
October	66	12674	46	7119	0	1
November	47	12721	40	7159	0	1
December	42	12763	53	7212	0	1
Total 1987	720	12763	795	7212	0	1
January	56	12819	69	7281	0	1
February	55	12874	81	7362	0	1
March	58	12932	74	7436	0	1
April	44	12976	66	7502	0	1
May	57	13033	62	7564	0	1
June	43	13076	82	7646	0	1
July	43	13119	61	7707	0	1
August	45	13164	41	7748	0	1
September	38	13202	62	7810	0	1
October	44	13246	61	7871	0	1
November	71	13317	95	7966	0	1
December	71	13388	47	8013	0	1
Total 1988	625	13388	801	8013	0	1
January	65	13453	53	8066	0	1
February	41	13494	41	8107	0	1
March	56	13550	89	8196	0	1
April	71	13621	54	8250	0	1
May	54	13675	49	8299	0	1
June	42	13717	26	8325	0	1
July	46	13763	66	8391	0	1
August	36	13799	51	8442	0	1
September	35	13834	51	8493	0	1

Dwight's Energydata, Inc. DLOOK 4.20

Record # 5

Run date: 12/19/90

Production data from file: REDLK.DMP

Retrieval code: 150,015,16S28E2580006

Lease: HINKLE STATE

Well #: 000002

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
October	40	13874	52	8545	0	1
November	40	13914	54	8599	0	1
December	41	13955	39	8638	0	1
Total 1989	567	13955	625	8638	0	1
January	45	14000	50	8688	0	1
February	32	14032	53	8741	0	1
March	32	14064	53	8794	0	1
April	36	14100	55	8849	0	1
May	34	14134	57	8906	0	1
Total 1990	179	14134	268	8906	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 23 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E36J000G
 Lease: HINKLE A STATE Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No.of Wells
Total 1982	1377	1377	4888	4888	0	1
Total 1983	652	2029	5121	10009	0	1
Total 1984	458	2487	2670	12679	0	1
Total 1985	435	2922	3737	16416	0	1
Total 1986	391	3313	3581	19997	0	1
January	29	3342	250	20247	0	1
February	24	3366	226	20473	0	1
March	30	3396	227	20700	0	1
April	32	3428	221	20921	0	1
May	33	3461	161	21082	0	1
June	30	3491	161	21243	0	1
July	21	3512	461	21704	0	1
August	33	3545	217	21921	0	1
September	36	3581	201	22122	0	1
October	29	3610	129	22251	0	1
November	31	3641	100	22351	0	1
December	26	3667	156	22507	0	1
Total 1987	354	3667	2510	22507	0	1
January	20	3687	143	22650	0	1
February	27	3714	121	22771	0	1
March	29	3743	596	23367	0	1
April	31	3774	278	23645	0	1
May	31	3805	405	24050	0	1
June	25	3830	405	24455	0	1
July	25	3855	510	24965	0	1
August	26	3881	289	25254	0	1
September	18	3899	156	25410	0	1
October	22	3921	45	25455	0	1
November	26	3947	172	25627	0	1
December	20	3967	810	26437	0	1
Total 1988	300	3967	3930	26437	0	1
January	25	3992	1173	27610	0	1
February	22	4014	1127	28737	0	1
March	28	4042	891	29628	0	1
April	21	4063	829	30457	0	1
May	10	4073	722	31179	0	1
June	11	4084	712	31891	0	1
July	19	4103	735	32626	0	1
August	16	4119	460	33086	0	1
September	13	4132	881	33967	0	1
October	8	4140	656	34623	0	1
November	16	4156	700	35323	0	1

Budget's Energydata, Inc. DLOOK 4.20 Record # 23 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E36J0086
 Lease: HINKLE A STATE Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
December	17	4173	400	35723	0	1
Total 1989	206	4173	9286	35723	0	1
January	17	4190	52	35775	0	1
February	14	4204	1	35776	0	1
March	14	4218	1	35777	0	1
April	12	4230	1	35778	0	1
May	11	4241	1	35779	0	1
Total 1990	68	4241	56	35779	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 6 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E25F00Q6
 Lease: LATHAM STATE Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
Total 1980	470	470	0	0	0	1
Total 1981	5242	5712	0	0	3	1
Total 1982	1816	7528	2169	2169	0	1
Total 1983	1069	8597	3107	5276	0	1
Total 1984	776	9373	2313	7589	0	1
Total 1985	664	10037	2120	9709	0	1
Total 1986	773	10810	1889	11598	0	1
January	42	10852	63	11661	0	1
February	58	10910	113	11774	0	1
March	79	10989	129	11903	0	1
April	47	11036	184	12087	0	1
May	53	11089	197	12284	0	1
June	78	11167	197	12481	0	1
July	59	11226	39	12520	0	1
August	43	11269	59	12579	0	1
September	0	11269	0	12579	0	1
October	56	11325	86	12665	0	1
November	54	11379	282	12947	0	1
December	40	11419	226	13173	0	1
Total 1987	609	11419	1575	13173	0	1
January	58	11477	220	13393	0	1
February	37	11514	197	13590	0	1
March	30	11544	210	13800	0	1
April	59	11603	114	13914	0	1
May	42	11645	174	14088	0	1
June	43	11688	174	14262	0	1
July	28	11716	112	14374	0	1
August	47	11763	103	14477	0	1
September	33	11796	241	14718	0	1
October	35	11831	206	14924	0	1
November	36	11867	165	15089	0	1
December	40	11907	175	15264	0	1
Total 1988	488	11907	2091	15264	0	1
January	33	11940	177	15441	0	1
February	34	11974	145	15586	0	1
March	41	12015	163	15749	0	1
April	52	12067	160	15909	0	1
May	34	12101	170	16079	0	1
June	40	12141	113	16192	0	1
July	7	12148	91	16283	0	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lease: LATHAM STATE

Record # 6

Run date: 12/19/90

Retrieval code: 150,015,16328E25F0006

Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
August	60	12208	165	16448	0	1
September	33	12241	126	16574	0	1
October	36	12277	1	16575	0	1
November	35	12312	1	16576	0	1
December	36	12348	181	16757	0	1
Total 1989	441	12348	1493	16757	0	1
January	48	12396	173	16930	0	1
February	42	12438	175	17105	0	1
March	42	12480	175	17280	0	1
April	36	12516	160	17440	0	1
May	57	12573	171	17611	0	1
Total 1990	225	12573	854	17611	0	1

Dwight's Energydata, Inc. DLDDK 4.20 Record # 11 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E25K0006
 Lease: AMOCO STATE Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1981	2591	2591	0	0	0	1
Total 1982	1137	3728	1283	1283	0	1
Total 1983	750	4478	1706	2989	0	1
Total 1984	360	4838	1306	4295	0	1
Total 1985	256	5094	662	4957	0	1
Total 1986	191	5285	20	4977	0	1
January	5	5290	0	4977	0	1
February	13	5303	0	4977	0	1
March	36	5339	0	4977	0	1
April	18	5357	0	4977	0	1
May	21	5378	0	4977	0	1
June	18	5396	0	4977	0	1
July	15	5411	0	4977	0	1
August	15	5426	0	4977	0	1
September	14	5440	0	4977	0	1
October	13	5453	0	4977	0	1
November	13	5466	0	4977	0	1
December	13	5479	0	4977	0	1
Total 1987	194	5479	0	4977	0	1
January	15	5494	0	4977	0	1
February	14	5508	0	4977	0	1
March	18	5526	0	4977	0	1
April	14	5540	1	4978	0	1
May	17	5557	1	4979	0	1
June	12	5569	1	4980	0	1
July	14	5583	1	4981	0	1
August	13	5596	1	4982	0	1
September	10	5606	1	4983	0	1
October	12	5618	1	4984	0	1
November	10	5628	1	4985	0	1
December	12	5640	1	4986	0	1
Total 1988	161	5640	9	4986	0	1
January	11	5651	1	4987	0	1
February	5	5656	1	4988	0	1
March	15	5671	1	4989	0	1
April	17	5688	1	4990	0	1
May	10	5698	1	4991	0	1
June	14	5712	1	4992	0	1
July	10	5722	1	4993	0	1
August	11	5733	1	4994	0	1
September	7	5740	1	4995	0	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lease: AMOCO STATE

Record # 11 Run date: 12/19/90
Retrieval code: 150,015,16S2BE25K0006
Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
October	9	5749	1	4996	0	1
November	12	5761	1	4997	0	1
December	12	5773	1	4998	0	1
Total 1989	133	5773	12	4998	0	1
January	9	5782	1	4999	0	1
February	12	5794	1	5000	0	1
March	12	5806	1	5001	0	1
April	8	5814	1	5002	0	1
May	10	5824	1	5003	0	1
Total 1990	51	5824	5	5003	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 21 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E36F0086
 Lease: NEW MEXICO 36 Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1979	251	251	2317	2317	242	1
Total 1980	4561	4812	7921	10238	0	1
Total 1981	3443	8255	6114	16352	0	1
Total 1982	2748	11003	5092	21444	0	1
Total 1983	1415	12418	1558	23002	0	1
Total 1984	1065	13483	1755	24757	0	1
Total 1985	732	14215	1620	26377	0	1
Total 1986	723	14938	1704	28081	0	1
January	71	15009	133	28214	0	1
February	53	15062	114	28328	0	1
March	46	15108	132	28460	0	1
April	53	15161	118	28578	0	1
May	35	15196	116	28694	0	1
June	35	15231	105	28799	0	1
July	32	15263	69	28868	0	1
August	30	15293	116	28984	0	1
September	43	15336	135	29119	0	1
October	46	15382	302	29421	0	1
November	23	15405	118	29539	0	1
December	43	15448	114	29653	0	1
Total 1987	510	15448	1572	29653	0	1
January	45	15493	90	29743	0	1
February	40	15533	97	29840	0	1
March	38	15571	130	29970	0	1
April	35	15606	97	30067	0	1
May	38	15644	105	30172	0	1
June	29	15673	110	30282	0	1
July	32	15705	105	30387	0	1
August	34	15739	96	30483	0	1
September	25	15764	96	30579	0	1
October	26	15790	74	30653	0	1
November	37	15827	103	30756	0	1
December	44	15871	122	30878	0	1
Total 1988	423	15871	1225	30878	0	1
January	41	15912	99	30977	0	1
February	32	15944	83	31060	0	1
March	39	15983	94	31154	0	1
April	23	16006	69	31223	0	1
May	29	16035	92	31315	0	1

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
June	28	16063	90	31405	0	1
July	29	16092	77	31482	0	1
August	29	16121	27	31509	0	1
September	21	16142	69	31578	0	1
October	34	16176	116	31694	0	1
November	26	16202	78	31772	0	1
December	26	16228	98	31870	0	1
Total 1989	357	16228	992	31870	0	1
January	41	16269	113	31983	0	1
February	24	16293	109	32092	0	1
March	24	16317	107	32199	0	1
April	28	16345	112	32311	0	1
May	38	16383	91	32402	0	1
Total 1990	155	16383	532	32402	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 18 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E3680006
 Lease: NEW MEXICO 36 Well #: 000002

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas acf	Water bbls	No. of Wells
Total 1979	752	752	6950	6950	153	1
Total 1980	2922	3674	5960	12910	0	1
Total 1981	6692	10366	11803	24713	0	1
Total 1982	3628	13994	6803	31516	0	1
Total 1983	2353	16347	2593	34109	0	1
Total 1984	1837	18184	3002	37111	0	1
Total 1985	1229	19413	2696	39807	0	1
Total 1986	1208	20621	2840	42647	0	1
January	120	20741	222	42869	0	1
February	88	20829	190	43059	0	1
March	77	20906	221	43280	0	1
April	87	20993	196	43476	0	1
May	59	21052	195	43671	0	1
June	57	21109	175	43846	0	1
July	53	21162	114	43960	0	1
August	49	21211	194	44154	0	1
September	72	21283	224	44378	0	1
October	76	21359	503	44881	0	1
November	38	21397	196	45077	0	1
December	71	21468	190	45267	0	1
Total 1987	847	21468	2620	45257	0	1
January	75	21543	150	45417	0	1
February	66	21609	161	45578	0	1
March	64	21673	216	45794	0	1
April	58	21731	161	45955	0	1
May	63	21794	175	46130	0	1
June	47	21841	184	46314	0	1
July	55	21896	174	46488	0	1
August	56	21952	160	46648	0	1
September	43	21995	159	46807	0	1
October	45	22040	123	46930	0	1
November	62	22102	171	47101	0	1
December	74	22176	202	47303	0	1
Total 1988	708	22176	2036	47303	0	1
January	68	22244	166	47469	0	1
February	54	22298	138	47607	0	1
March	66	22364	156	47763	0	1
April	37	22401	116	47879	0	1
May	47	22448	154	48033	0	1

Dwight's Energydata, Inc. DLOOK 4.20

Record # 18

Run date: 12/19/90

Production data from file: REDLK.DMP

Retrieval code: 150,015,16S28E36B0006

Lease: NEW MEXICO 36

Well #: 000002

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
June	47	22495	150	48183	0	1
July	48	22543	128	48311	0	1
August	48	22591	43	48354	0	1
September	34	22625	114	48468	0	1
October	56	22681	192	48660	0	1
November	43	22724	143	48803	0	1
December	45	22769	162	48965	0	1
Total 1989	593	22769	1662	48965	0	1
January	69	22838	189	49154	0	1
February	39	22877	181	49335	0	1
March	40	22917	178	49513	0	1
April	46	22963	186	49699	0	1
May	63	23026	152	49851	0	1
Total 1990	257	23026	886	49851	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 20 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E36E00R6
 Lease: NEW MEXICO 36 Well #: 000003

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1980	198	198	525	525	0	1
Total 1981	657	855	1302	1827	0	1
Total 1982	681	1536	1299	3126	0	1
Total 1983	466	2002	515	3641	0	1
Total 1984	443	2445	697	4338	0	1
Total 1985	246	2691	539	4877	0	1
Total 1986	240	2931	568	5445	0	1
January	24	2955	44	5489	0	1
February	17	2972	38	5527	0	1
March	15	2987	44	5571	0	1
April	18	3005	39	5610	0	1
May	12	3017	39	5649	0	1
June	11	3028	35	5684	0	1
July	11	3039	23	5707	0	1
August	10	3049	39	5746	0	1
September	14	3063	45	5791	0	1
October	15	3078	101	5892	0	1
November	7	3085	39	5931	0	1
December	14	3099	38	5969	0	1
Total 1987	168	3099	524	5969	0	1
January	15	3114	30	5999	0	1
February	13	3127	32	6031	0	1
March	13	3140	43	6074	0	1
April	12	3152	32	6106	0	1
May	13	3165	35	6141	0	1
June	10	3175	37	6178	0	1
July	11	3186	35	6213	0	1
August	10	3196	32	6245	0	1
September	8	3204	32	6277	0	1
October	9	3213	25	6302	0	1
November	12	3225	34	6336	0	1
December	15	3240	40	6376	0	1
Total 1988	141	3240	407	6376	0	1
January	14	3254	33	6409	0	1
February	11	3265	28	6437	0	1
March	13	3278	31	6468	0	1
April	7	3285	23	6491	0	1
May	10	3295	31	6522	0	1
June	9	3304	30	6552	0	1
July	9	3313	26	6578	0	1

Dwight's Energydata, Inc. DLOOK 4.20

Record # 20

Run date: 12/19/90

Production data from file: REDLK.DMP

Retrieval code: 150,015,16528E36E30Q6

Lease: NEW MEXICO 36

Well #: 000003

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
August	10	3323	9	6587	0	1
September	7	3330	23	6610	0	1
October	11	3341	38	6648	0	1
November	9	3350	26	6674	0	1
December	9	3359	32	6706	0	1
Total 1989	119	3359	330	6706	0	1
January	14	3373	38	6744	0	1
February	8	3381	36	6780	0	1
March	8	3389	36	6816	0	1
April	9	3398	37	6853	0	1
May	13	3411	30	6883	0	1
Total 1990	52	3411	177	6883	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 19 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S2BE36C0006
 Lease: NEW MEXICO 36 Well #: 000004

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1980	799	799	1299	1299	0	1
Total 1981	1787	2586	3166	4465	0	1
Total 1982	1927	4513	3622	8087	0	1
Total 1983	1415	5928	1558	9645	0	1
Total 1984	1030	6958	1706	11351	0	1
Total 1985	734	7692	1619	12970	0	1
Total 1986	724	8416	1704	14674	0	1
January	71	8487	133	14807	0	1
February	53	8540	114	14921	0	1
March	46	8586	132	15053	0	1
April	52	8638	118	15171	0	1
May	35	8673	116	15287	0	1
June	34	8707	104	15391	0	1
July	32	8739	68	15459	0	1
August	29	8768	116	15575	0	1
September	43	8811	134	15709	0	1
October	46	8857	302	16011	0	1
November	23	8880	118	16129	0	1
December	43	8923	114	16243	0	1
Total 1987	507	8923	1569	16243	0	1
January	45	8968	90	16333	0	1
February	40	9008	97	16430	0	1
March	38	9046	130	16560	0	1
April	35	9081	97	16657	0	1
May	38	9119	105	16762	0	1
June	28	9147	110	16872	0	1
July	33	9180	105	16977	0	1
August	34	9214	96	17073	0	1
September	26	9240	95	17168	0	1
October	26	9266	74	17242	0	1
November	37	9303	103	17345	0	1
December	44	9347	121	17466	0	1
Total 1988	424	9347	1223	17466	0	1
January	41	9388	99	17565	0	1
February	32	9420	83	17648	0	1
March	39	9459	93	17741	0	1
April	22	9481	69	17810	0	1
May	28	9509	92	17902	0	1
June	28	9537	90	17992	0	1
July	29	9566	77	18069	0	1

Dwight's Energydata, Inc. DLOOK 4.20

Record # 19

Run date: 12/19/90

Production data from file: REDLK.DMP

Retrieval code: 150,015,16528E36C0086

Lease: NEW MEXICO 36

Well #: 000004

Month	Dil bbls	Cum Dil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
August	29	9595	27	18096	0	1
September	20	9615	69	18165	0	1
October	34	9649	115	18280	0	1
November	26	9675	78	18358	0	1
December	27	9702	97	18455	0	1
Total 1989	355	9702	989	18455	0	1
January	42	9744	113	18568	0	1
February	24	9768	109	18677	0	1
March	24	9792	107	18784	0	1
April	27	9819	111	18895	0	1
May	38	9857	91	18986	0	1
Total 1990	155	9857	531	18986	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 22 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E36G000G
 Lease: NEW MEXICO 36 Well #: 000005

Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas acf	Water bbls	No. of Wells
Total 1982	842	842	1750	1750	0	1
Total 1983	1415	2257	1557	3307	0	1
Total 1984	1102	3359	1802	5109	0	1
Total 1985	735	4094	1619	6728	0	1
Total 1986	724	4818	1702	8430	0	1
January	71	4889	133	8563	0	1
February	53	4942	114	8677	0	1
March	47	4989	132	8809	0	1
April	52	5041	117	8926	0	1
May	35	5076	117	9043	0	1
June	34	5110	104	9147	0	1
July	32	5142	68	9215	0	1
August	29	5171	117	9332	0	1
September	44	5215	134	9466	0	1
October	46	5261	302	9768	0	1
November	23	5284	118	9886	0	1
December	43	5327	114	10000	0	1
Total 1987	509	5327	1570	10000	0	1
January	45	5372	90	10090	0	1
February	40	5412	97	10187	0	1
March	38	5450	130	10317	0	1
April	34	5484	96	10413	0	1
May	38	5522	104	10517	0	1
June	28	5550	111	10628	0	1
July	33	5583	104	10732	0	1
August	34	5617	96	10828	0	1
September	26	5643	95	10923	0	1
October	27	5670	74	10997	0	1
November	37	5707	103	11100	0	1
December	44	5751	121	11221	0	1
Total 1988	424	5751	1221	11221	0	1
January	40	5791	100	11321	0	1
February	33	5824	82	11403	0	1
March	40	5864	93	11496	0	1
April	22	5886	69	11565	0	1
May	28	5914	92	11657	0	1
June	28	5942	90	11747	0	1
July	29	5971	77	11824	0	1
August	29	6000	27	11851	0	1
September	20	6020	68	11919	0	1
October	34	6054	115	12034	0	1
November	26	6080	78	12112	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 22 Run date: 12/19/90
 Production data from file: RECLK.DMP Retrieval code: 150,015,16S28E36600Q6
 Lease: NEW MEXICO 36 Well #: 000005

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
December	27	6107	97	12209	0	1
Total 1989	356	6107	988	12209	0	1
January	41	6148	113	12322	0	1
February	23	6171	109	12431	0	1
March	23	6194	106	12537	0	1
April	28	6222	111	12648	0	1
May	38	6260	91	12739	0	1
Total 1990	153	6260	530	12739	0	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lease: NEW MEXICO 36

Record # 17 Run date: 12/19/90
Retrieval code: 150,015,16S2BE36A0006
Well #: 000006

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No.of Wells
Total 1981	390	390	622	622	0	1
Total 1982	1258	1648	2347	2969	0	1
Total 1983	932	2580	1039	4008	0	1
Total 1984	768	3348	1247	5255	0	1
Total 1985	490	3838	1078	6333	0	1
Total 1986	479	4317	1137	7470	0	1
January	48	4365	89	7559	0	1
February	35	4400	76	7635	0	1
March	31	4431	88	7723	0	1
April	35	4466	78	7801	0	1
May	23	4489	78	7879	0	1
June	23	4512	70	7949	0	1
July	21	4533	46	7995	0	1
August	20	4553	78	8073	0	1
September	29	4582	89	8162	0	1
October	30	4612	201	8363	0	1
November	15	4627	78	8441	0	1
December	29	4656	76	8517	0	1
Total 1987	339	4656	1047	8517	0	1
January	30	4686	60	8577	0	1
February	26	4712	64	8641	0	1
March	25	4737	86	8727	0	1
April	23	4760	64	8791	0	1
May	25	4785	70	8861	0	1
June	19	4804	74	8935	0	1
July	22	4826	70	9005	0	1
August	23	4849	64	9069	0	1
September	17	4866	64	9133	0	1
October	18	4884	49	9182	0	1
November	25	4909	68	9250	0	1
December	30	4939	81	9331	0	1
Total 1988	283	4939	814	9331	0	1
January	27	4966	66	9397	0	1
February	22	4988	55	9452	0	1
March	26	5014	62	9514	0	1
April	15	5029	46	9560	0	1
May	19	5048	62	9622	0	1
June	18	5066	60	9682	0	1
July	19	5085	51	9733	0	1
August	19	5104	17	9750	0	1
September	14	5118	46	9796	0	1

Energydata, Inc. DLOOK 4.20 Record # 17 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E36A000G
 Lease: NEW MEXICO 36 Well #: 000006

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
October	22	5140	76	9872	0	1
November	17	5157	52	9924	0	1
December	18	5175	65	9989	0	1
Total 1989	236	5175	658	9989	0	1
January	28	5203	75	10064	0	1
February	15	5218	72	10136	0	1
March	16	5234	71	10207	0	1
April	19	5253	74	10281	0	1
May	25	5278	61	10342	0	1
Total 1990	103	5278	353	10342	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 16 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E35A0086
 Lease: NEW MEXICO 35 STATE Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1980	2159	2159	4024	4024	0	1
Total 1981	2985	5144	5305	9329	0	1
Total 1982	1956	7100	3692	13021	0	1
Total 1983	2248	9348	2396	15417	0	1
Total 1984	1104	10452	1800	17217	0	1
Total 1985	735	11187	1617	18834	0	1
Total 1986	722	11909	1700	20534	0	1
January	71	11980	134	20668	0	1
February	53	12033	114	20782	0	1
March	47	12080	133	20915	0	1
April	52	12132	117	21032	0	1
May	35	12167	117	21149	0	1
June	35	12202	105	21254	0	1
July	31	12233	68	21322	0	1
August	29	12262	117	21439	0	1
September	44	12306	134	21573	0	1
October	46	12352	302	21875	0	1
November	23	12375	118	21993	0	1
December	43	12418	114	22107	0	1
Total 1987	509	12418	1573	22107	0	1
January	45	12463	90	22197	0	1
February	40	12503	96	22293	0	1
March	38	12541	130	22423	0	1
April	34	12575	96	22519	0	1
May	37	12612	104	22623	0	1
June	28	12640	111	22734	0	1
July	33	12673	104	22838	0	1
August	34	12707	95	22933	0	1
September	26	12733	95	23028	0	1
October	27	12760	73	23101	0	1
November	37	12797	103	23204	0	1
December	44	12841	121	23325	0	1
Total 1988	423	12841	1218	23325	0	1
January	40	12881	100	23425	0	1
February	33	12914	82	23507	0	1
March	40	12954	93	23600	0	1
April	22	12976	70	23670	0	1
May	28	13004	92	23762	0	1
June	29	13033	89	23851	0	1
July	29	13062	77	23928	0	1

Dwight's Energydata, Inc. DLOOK 4.20
Production data from file: REDLK.DMP
Lease: NEW MEXICO 35 STATE

Record # 16

Run date: 12/19/90

Retrieval code: 150,015,16S28E35A0006

Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
August	29	13091	27	23955	0	1
September	21	13112	69	24024	0	1
October	34	13146	115	24139	0	1
November	26	13172	79	24218	0	1
December	27	13199	97	24315	0	1
Total 1989	358	13199	990	24315	0	1
January	41	13240	113	24428	0	1
February	23	13263	108	24536	0	1
March	23	13286	124	24660	0	1
April	28	13314	111	24771	0	1
May	37	13351	90	24861	0	1
Total 1990	152	13351	546	24861	0	1

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
Total 1981	317	317	0	0	0	1
Total 1982	1227	1544	701	701	0	1
Total 1983	1189	2733	1497	2198	0	1
Total 1984	1061	3794	1232	3430	0	1
Total 1985	934	4728	1305	4735	0	1
Total 1986	765	5493	1019	5754	0	1
January	0	5493	0	5754	0	1
February	44	5537	57	5811	0	1
March	75	5612	117	5928	0	1
April	83	5695	154	6082	0	1
May	66	5761	165	6247	0	1
June	108	5869	165	6412	0	1
July	87	5956	75	6487	0	1
August	28	5984	0	6487	0	1
September	42	6026	119	6606	0	1
October	38	6064	24	6630	0	1
November	54	6118	26	6656	0	1
December	41	6159	112	6768	0	1
Total 1987	666	6159	1014	6768	0	1
January	59	6218	52	6820	0	1
February	41	6259	36	6856	0	1
March	117	6376	0	6856	0	1
April	72	6448	111	6967	0	1
May	55	6503	49	7016	0	1
June	65	6568	48	7064	0	1
July	60	6628	85	7149	0	1
August	57	6685	67	7216	0	1
September	82	6767	67	7283	0	1
October	72	6839	24	7307	0	1
November	46	6885	112	7419	0	1
December	58	6943	108	7527	0	1
Total 1988	784	6943	759	7527	0	1
January	56	6999	129	7656	0	1
February	68	7067	107	7763	0	1
March	55	7122	90	7853	0	1
April	81	7203	105	7958	0	1
May	37	7240	83	8041	0	1
June	74	7314	90	8131	0	1
July	51	7365	88	8219	0	1
August	63	7428	110	8329	0	1
September	56	7484	80	8409	0	1

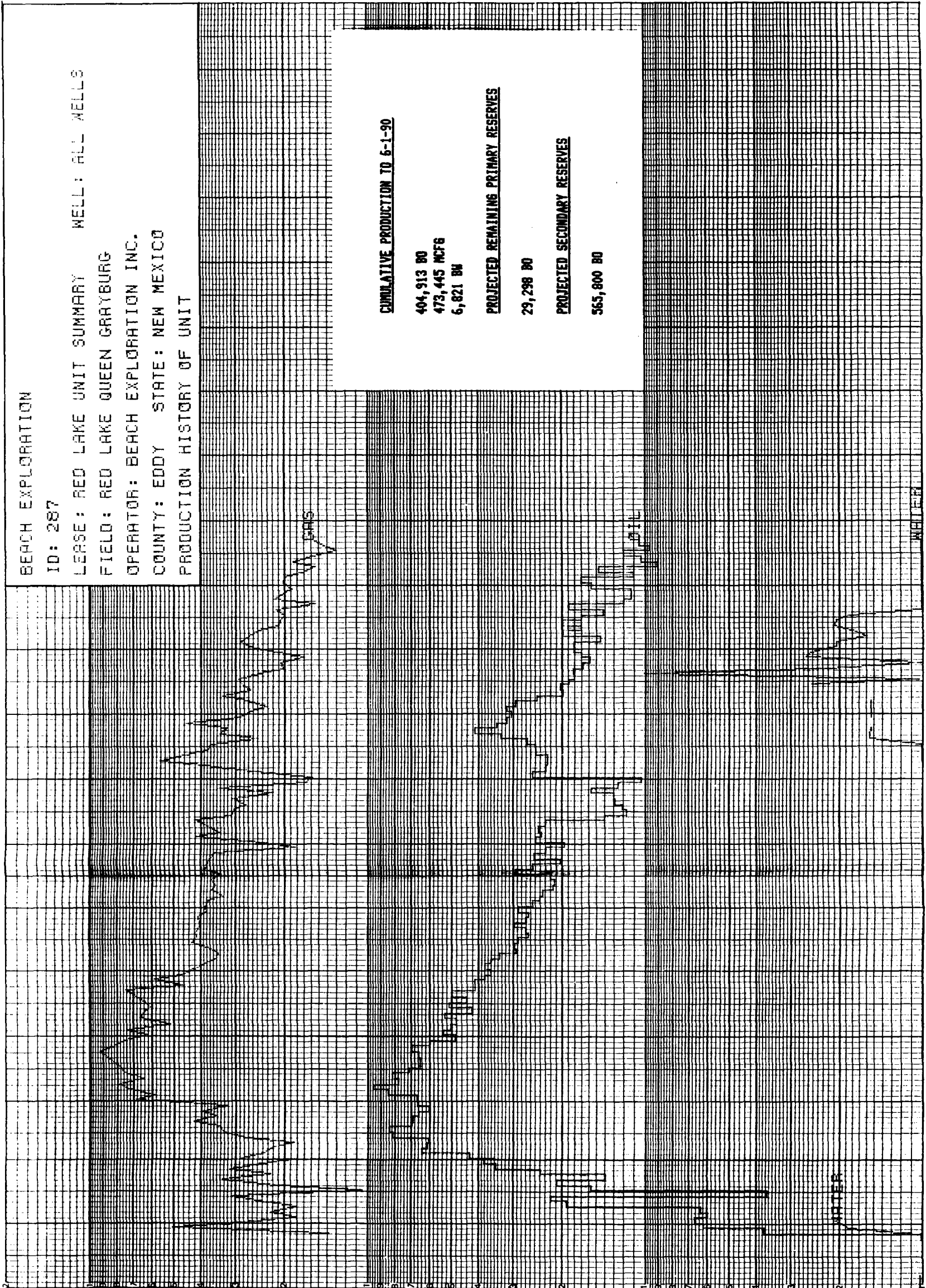
Dwight's Energydata, Inc. DLOOK 4.20 Record # 12 Run date: 12/19/90
 Production data from file: REDLK.DMP Retrieval code: 150,015,16S28E25M0086
 Lease: BOGLE FARMS Well #: 000001

Month	Oil bbls	Cum Oil bbls	Gas mcf	Cum Gas mcf	Water bbls	No. of Wells
October	24	7508	2	8411	0	1
November	12	7520	76	8487	0	1
December	40	7560	98	8585	0	1
Total 1989	617	7560	1058	8585	0	1
January	67	7627	117	8702	0	1
February	56	7683	94	8796	0	1
March	56	7739	94	8890	0	1
April	43	7782	64	8954	0	1
May	41	7823	144	9098	0	1
Total 1990	263	7823	513	9098	0	1

EXHIBIT "I"

BEACH EXPLORATION

ID: 287
 LEASE: RED LAKE UNIT SUMMARY WELL: ALL WELLS
 FIELD: RED LAKE QUEEN GRAYBURG
 OPERATOR: BEACH EXPLORATION INC.
 COUNTY: EDDY STATE: NEW MEXICO
 PRODUCTION HISTORY OF UNIT



CUMULATIVE PRODUCTION TO 6-1-90
 404,913 BO
 473,445 MCF6
 6,821 BW
PROJECTED REMAINING PRIMARY RESERVES
 29,298 BO
PROJECTED SECONDARY RESERVES
 565,800 BO

1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999

100000 10000 10000 100000
 10000 1000 1000 10000
 1000 100 100 1000
 10000 1000 1000 10000
 OIL (BBL) GAS (MCF) WATER (BBL)

BEACH EXPLORATION, INC.
OIL AND GAS OPERATORS
P. O. BOX 3669
MIDLAND, TEXAS 79702

December 19, 1990

Oil Conservation Division
P.O. Box 2088
Santa Fe, New Mexico 87501

RE: Proof of Notice
Application for Authority
to Inject, Red Lake Unit
Eddy County, New Mexico

Dear Sir:

The attached form C-108, together with the required attachments, was mailed by certified mail to each of the owners and to each leasehold operator within one-half mile of the proposed injection wells as shown on the attached list. This will serve as our proof of notice required by Form C-108.

Please disregard my statement concerning proof of notice in my letter of December 12. This notice was for the unitization application, and I mistakenly thought it covered the C-108 application as well.

Very truly yours,

BEACH EXPLORATION, INC.


Hal Gill
Petroleum Engineer

BEACH EXPLORATION, INC.

NOTIFICATION LIST

Form C-108, "Application for Authorization to Inject"
Red Lake Unit
Eddy County, New Mexico

Copies:

Mr. Jim Bruce
500 Marquette N.W., Suite 740
Albuquerque, New Mexico 87102-2121

Mr. Conrad E. Coffield
P.O. Box 3580
Midland, Texas 79702

Copies by Certified Mail to Surface Owners:

State of New Mexico
Commissioner of Public Lands
P.O. Box 1148
Santa Fe, New Mexico 87504
Attention: Floyd Prando

Bureau of Land Management
P.O. Box 1397
Roswell, New Mexico 88201
Attention: Armando Lopez

Bogle Farms, Inc.
P.O. Box 358
Dexter, New Mexico 88230-0358

Copies by Certified Mail to Leasehold Operators Within Unit:

Harken Exploration Company
P.O. Box 612007
Dallas, Texas 75261

Eastland Oil Company
P.O. Box 3488
Midland, Texas 79702

JFG Enterprises
P.O. Box 100
Artesia, New Mexico 88210

Trigg Family Trust
P.O. Box 520
Roswell, New Mexico 88202

Copies by Certified Mail to Offset Leasehold Operators:
(within one-half mile of proposed injection wells)

Bettis Brothers, Inc.
P.O. Box 1240
Graham, Texas 76046

DEPCO, Inc.
1000 Petroleum Building
110 - 16th Street
Denver, Colorado 80202

Kincaid & Watson Drilling Company
P.O. Box 498
Artesia, New Mexico 88211-0498

Mewbourne Oil Company
P.O. Box 7698
Tyler, Texas 75711

Southland Royalty Company
801 Cherry Street, Suite 700
Fort Worth, Texas 76102

Hinkle Investment Company
P.O. Box 2002
Roswell, New Mexico 88201

Conoco
#10 Desta Drive West
Midland, Texas 79705

Haile Petroleum Ltd.
813 South Roselawn
Artesia, New Mexico 88210

McClellan Oil Corporation
P.O. Drawer 730
Roswell, New Mexico 88202

Santa Fe Energy Company
1616 Voss Road
Houston, Texas 77057

C & J Drilling
P.O. Box 256
Artesia, New Mexico 88210

Blanco Engineering
116 North First Street
Artesia, New Mexico 88210

Cal-Mon Oil Company
P.O. Box 2066
Midland, Texas 79702

Amoco Production Company
P.O. Box 841521
Dallas, Texas 75284-1521

Exxon Corporation
P.O. Box 1547
Houston, Texas 77251-1547

Yates Exploration Company
P.O. Box 0
Albuquerque, New Mexico 87103

BEACH EXPLORATION, INC.

OIL AND GAS OPERATORS
P. O. BOX 3669
MIDLAND, TEXAS 79702

December 12, 1990

Oil Conservation Division
P.O. Box 2088
Santa Fe, New Mexico 87501

RE: Application for Authority
to Inject, Red Lake Unit
Eddy County, New Mexico

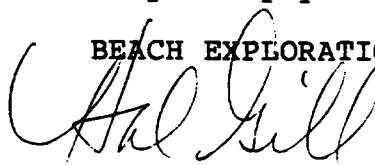
Dear Sir:

Attached for your consideration is Form C-108, "Application for Authorization to Inject," along with the required attachments, relating to the proposed waterflood to be initiated in the Red Lake Unit. Our application and proof of notice have previously been submitted to you on December 5 by Conrad Coffield, the lawyer representing us in this matter.

Should any further information be required, please advise.

Very truly yours,

BEACH EXPLORATION, INC.



Hal Gill
Petroleum Engineer

HG/bw

cc: OCD, District 2, Artesia, New Mexico

BEACH EXPLORATION, INC.

OIL AND GAS OPERATORS
P. O. BOX 3669
MIDLAND, TEXAS 79702

December 19, 1990

TO: Surface Owners
Leasehold Operators
Offset Leasehold Operators

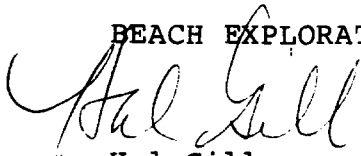
RE: Application for Authority
to Inject, Red Lake Unit
Eddy County, New Mexico

Attached for your information is a copy of Form C-108,
"Application for Authorization to Inject", along with the
required attachments, which we filed with the Oil
Conservation Division on December 12, 1990.

Should you have any questions concerning this
application, please give me a call.

Very truly yours,

BEACH EXPLORATION, INC.



Hal Gill
Petroleum Engineer

Att.

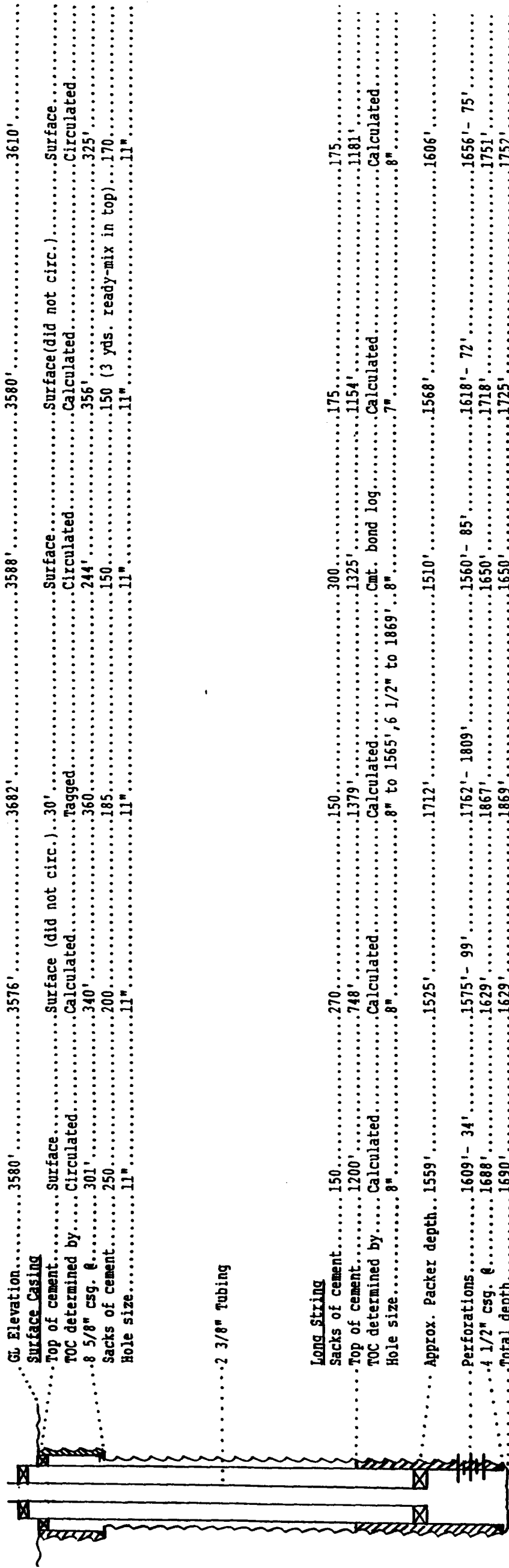
APPLICATION FOR AUTHORIZATION TO INJECT

- I. Purpose: Secondary Recovery Pressure Maintenance Disposal Storage
Application qualifies for administrative approval? yes no
- II. Operator: Beach Exploration, Inc.
Address: 800 N. Marienfeld Ste. 200 Midland, Texas 79701
Contact party: Hal Gill Phone: 915/683-6226
- III. Well data: Complete the data required on the reverse side of this form for each well proposed for injection. Additional sheets may be attached if necessary.
- IV. Is this an expansion of an existing project? yes no
If yes, give the Division order number authorizing the project _____.
- V. Attach a map that identifies all wells and leases within two miles of any proposed injection well with a one-half mile radius circle drawn around each proposed injection well. This circle identifies the well's area of review.
- * VI. Attach a tabulation of data on all wells of public record within the area of review which penetrate the proposed injection zone. Such data shall include a description of each well's type, construction, date drilled, location, depth, record of completion, and a schematic of any plugged well illustrating all plugging detail.
- VII. Attach data on the proposed operation, including:
1. Proposed average and maximum daily rate and volume of fluids to be injected;
 2. Whether the system is open or closed;
 3. Proposed average and maximum injection pressure;
 4. Sources and an appropriate analysis of injection fluid and compatibility with the receiving formation if other than reinjected produced water; and
 5. If injection is for disposal purposes into a zone not productive of oil or gas at or within one mile of the proposed well, attach a chemical analysis of the disposal zone formation water (may be measured or inferred from existing literature, studies, nearby wells, etc.).
- *VIII. Attach appropriate geological data on the injection zone including appropriate lithologic detail, geological name, thickness, and depth. Give the geologic name, and depth to bottom of all underground sources of drinking water (aquifers containing waters with total dissolved solids concentrations of 10,000 mg/l or less) overlying the proposed injection zone as well as any such source known to be immediately underlying the injection interval.
- IX. Describe the proposed stimulation program, if any.
- * X. Attach appropriate logging and test data on the well. (If well logs have been filed with the Division they need not be resubmitted.)
- * XI. Attach a chemical analysis of fresh water from two or more fresh water wells (if available and producing) within one mile of any injection or disposal well showing location of wells and dates samples were taken.
- XII. Applicants for disposal wells must make an affirmative statement that they have examined available geologic and engineering data and find no evidence of open faults or any other hydrologic connection between the disposal zone and any underground source of drinking water.
- XIII. Applicants must complete the "Proof of Notice" section on the reverse side of this form.
- XIV. Certification
- I hereby certify that the information submitted with this application is true and correct to the best of my knowledge and belief.
- Name: Hal Gill Title: Petroleum Engineer
Signature: *Hal Gill* Date: 12-13-90
- * If the information required under Sections VI, VIII, X, and XI above has been previously submitted, it need not be duplicated and resubmitted. Please show the date and circumstance of the earlier submittal. Test data and copies of logs for the proposed injection wells have been previously submitted upon initial completion of same.

INJECTION WELL DATA SHEET

Operator.....	Beach Expl.....	Beach Expl.....	Beach Expl.....	Beach Expl.....
Lease & Well #.....	Amoco St. # 1.....	Bogle Farms # 1.....	Hinkle St. "A" # 1.....	N. M. State "35" # 1.....
Location.....	2310' fsl & 2287' fwl.....	660' fsl & 990' fwl.....	2310' fsl & 2310' fsl.....	660' fsl & 990' fsl.....
Sec., Twp., Rge.....	25, 16S, 28E.....	25, 16S, 28E.....	36, 16S, 28E.....	36, 16S, 28E.....

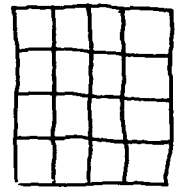
TYPICAL SCHEMATIC



GL Elevation.....	3580'	3588'	3580'	3610'
Surface Casing				
Top of cement.....	Surface (did not circ.)	Surface	Surface (did not circ.)	Surface
TOC determined by.....	Circulated.....	Tagged.....	Circulated.....	Circulated.....
8 5/8" csg. @.....	301'	360'	244'	356'
Sacks of cement.....	250	200	185	150 (3 yds. ready-mix in top)
Hole size.....	11"	11"	11"	11"

Long String				
Sacks of cement.....	150	150	300	175
Top of cement.....	1200'	748'	1379'	1154'
TOC determined by.....	Calculated.....	Calculated.....	Cmt. bond log.....	Calculated.....
Hole size.....	8"	8"	8" to 1565', 6 1/2" to 1869'	7"
Approx. Packer depth.....	1559'	1525'	1712'	1568'
Perforations.....	1609'- 34'	1575'- 99'	1762'- 1809'	1560'- 85'
4 1/2" csg. @.....	1688'	1629'	1867'	1650'
Total depth.....	1690'	1629'	1869'	1650'

1656'- 75'	1751'	1752'
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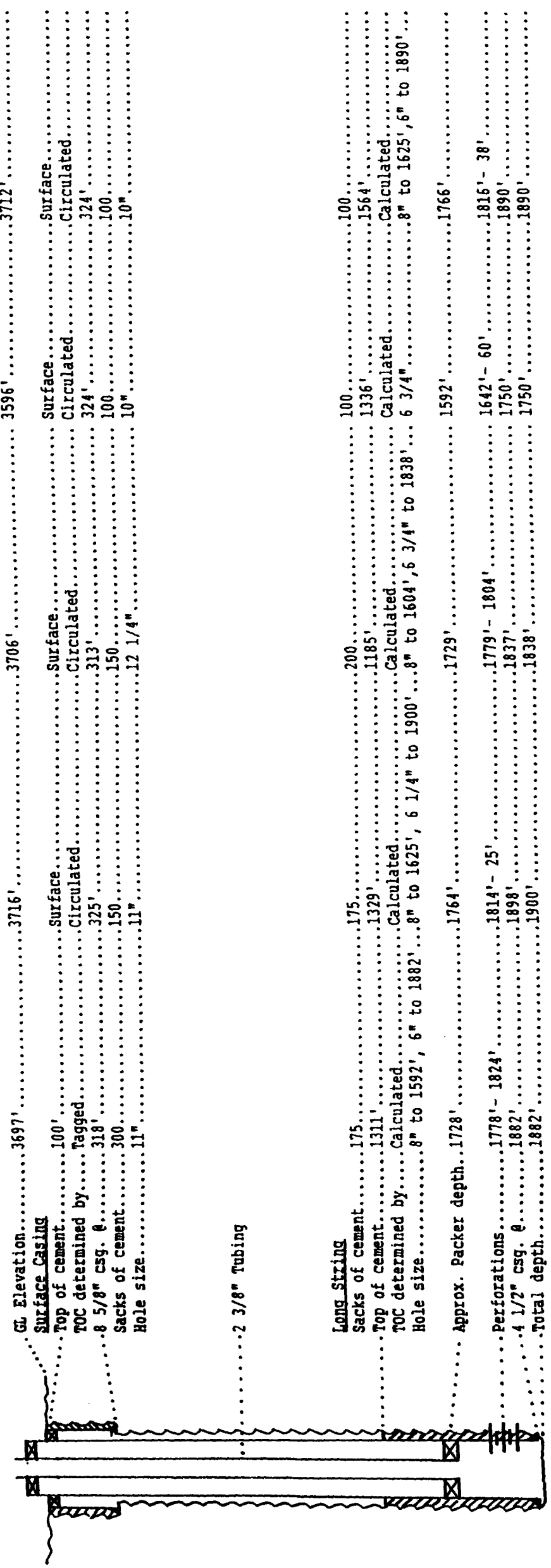


11 Wells:
 2 3/8" tubing lined with "Freecom" coating (Teflon material).
 Baker Model "D" packer set approximately 50' above perfs.
 Injection Formation: Penrose Sand member of Queen Formation
 Field: Red Lake Queen Grayburg, East
 All Wells are existing producers which will be converted to injection.
 No other zones have been perforated.
 There are no known overlying and/or underlying oil or gas zones.

INJECTION WELL DATA SHEET

Operator.....	Beach Expl.....	Beach Expl.....	Beach Expl.....
Lease & Well #.....	N. M. State "36" # 5.....	N. M. State "36" # 6.....	Government # 4.....
Location.....	1986' fnl & 1983' fel.....	330' fnl & 981' fel.....	660' fsl & 1980' fel.....
Sec., Twn., Rge.....	36, 16S, 28E.....	36, 16S, 28E.....	25, 16S, 28E.....

TYPICAL SCHEMATIC



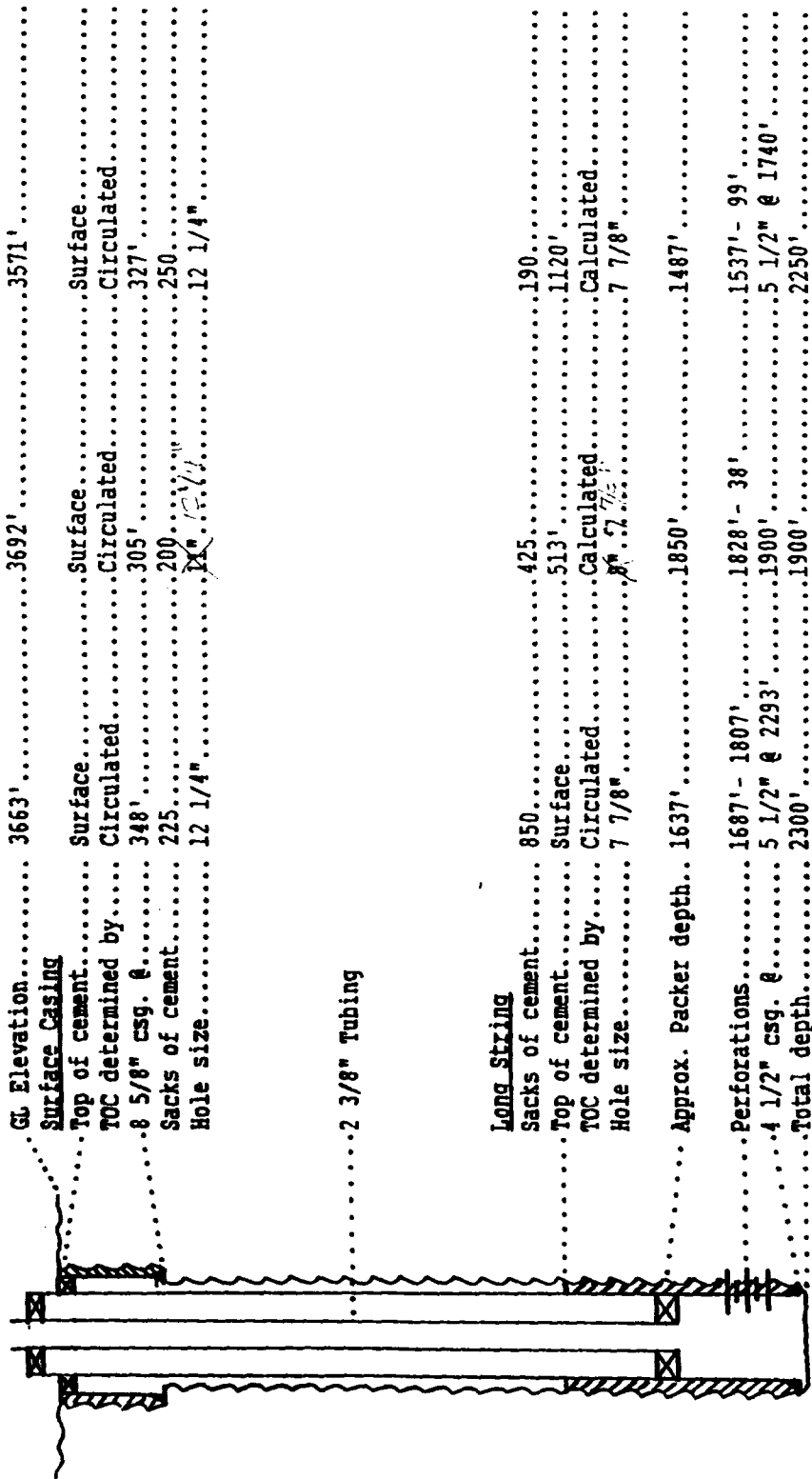
All Wells:

2 3/8" tubing lined with "Freecom" coating (Teflon material).
 Baker Model "D" packer set approximately 50' above perfs.
 Injection Formation: Penrose Sand member of Queen Formation
 Field: Red Lake Queen Grayburg, East
 All Wells are existing producers which will be converted to injection.
 No other zones have been perforated.
 There are no known overlying and/or underlying oil or gas zones.

INJECTION WELL DATA SHEET

Operator..... Beach Expl..... Eastland Oil..... Harken O & G.....
 Lease & Well #..... Allen Federal # 1..... Max Federal # 3..... State #24 # 1.....
 Location..... 860' fnl & 660' fel..... 2310' fnl & 330' fwl..... 660' fsl & 1980' fel.....
 Sec., Twn., Rge..... 25, 16S, 28E..... 30, 16S, 29E..... 24, 16S, 28E.....

TYPICAL SCHEMATIC



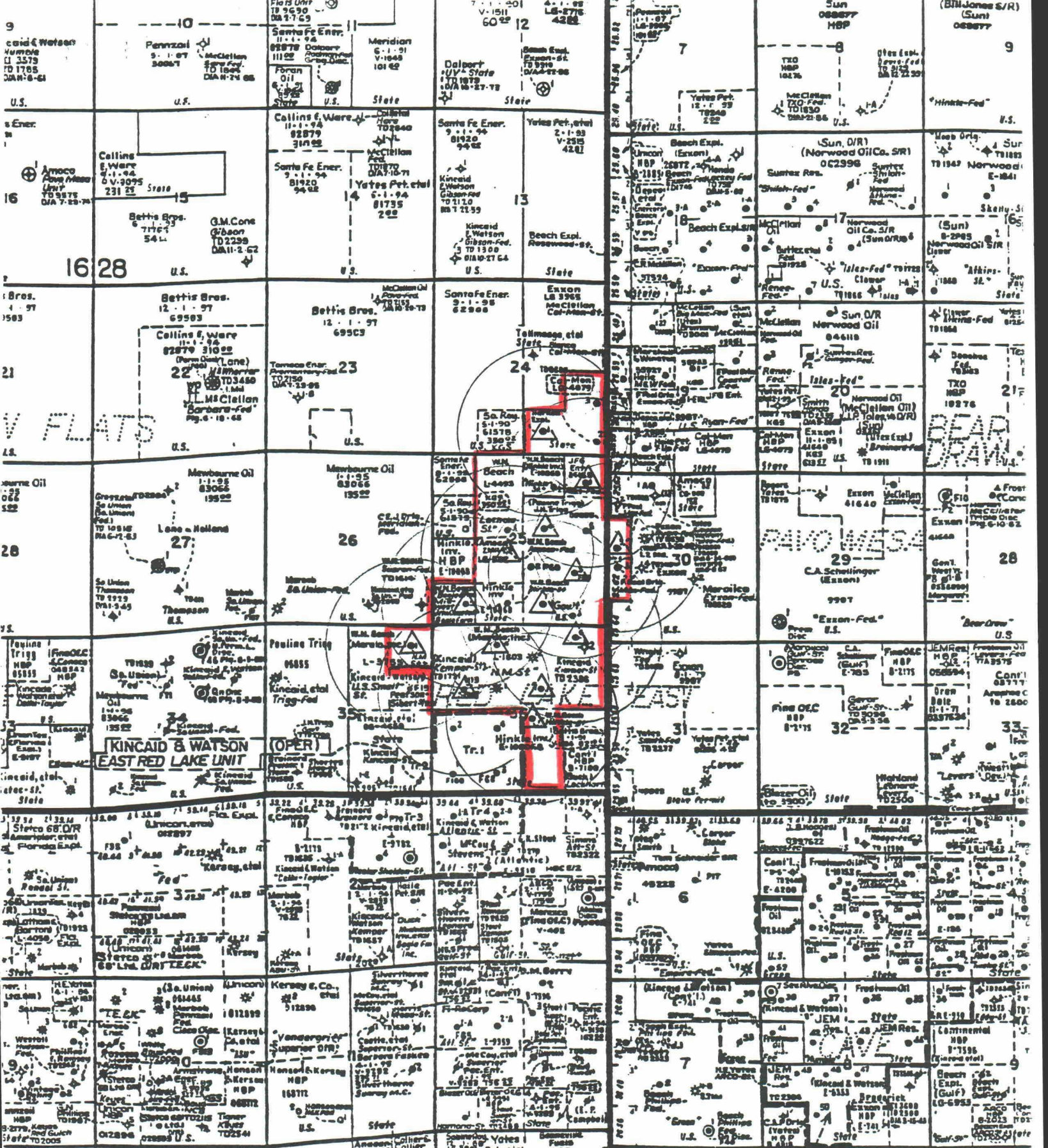
GL Elevation..... 3663' 3692' 3571'
Surface Casing
 Top of cement..... Surface..... Surface.....
 TOC determined by..... Circulated..... Circulated.....
 8 5/8" csg. #..... 348' 305' 327'
 Sacks of cement..... 225 200 250
 Hole size..... 12 1/4" 12 1/4" 12 1/4"

..... 2 3/8" Tubing

Long String
 Sacks of cement..... 850 425 190
 Top of cement..... Surface..... 513' 1120'
 TOC determined by..... Circulated..... Calculated.....
 Hole size..... 7 7/8" 7 7/8" 7 7/8"
 Approx. Packer depth.. 1637' 1850' 1487'
 Perforations..... 1687'- 1807' 1828'- 38' 1537'- 99'
 4 1/2" csg. #..... 5 1/2" @ 2293' 1900' 5 1/2" @ 1740'
 Total depth..... 2300' 1900' 2250'

All Wells:

2 3/8" tubing lined with "Freecom" coating (Teflon material).
 Baker Model "D" packer set approximately 50' above perfs.
 Injection Formation: Penrose Sand member of Queen Formation
 Field: Red Lake Queen Grayburg, East
 All Wells are existing producers which will be converted to injection.
 No other zones have been perforated.
 There are no known overlying and/or underlying oil or gas zones.



LEGEND

— PROPOSED RED LAKE UNIT OUTLINE

▲ PROPOSED INJECTION WELL

BEACH EXPLORATION, INC.
 PROPOSED RED LAKE UNIT
 RED LAKE QUEEN-GRAYBURG, EAST
 EDDY COUNTY, NEW MEXICO

AREA OF REVIEW

Scale: 1" = 4000'

RED LAKE UNIT
ERRY COUNTY, NEW MEXICO
WELLS WITHIN "AREA OF REVIEW"

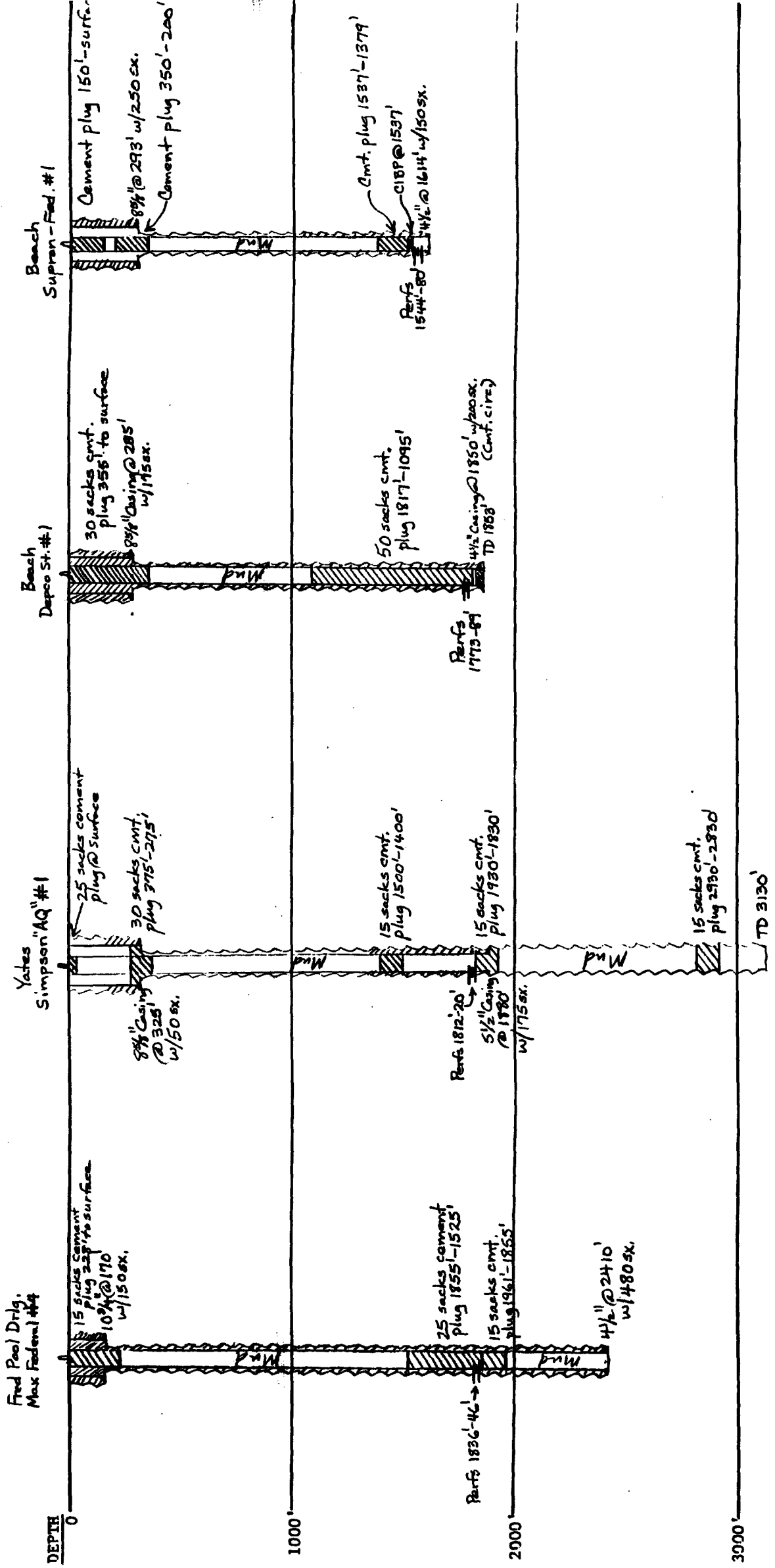
OPERATOR	LEASE & WELL NUMBER	DATE DRILLED	LOCATION	SEC. THICK. REE.	CASING RECORDS	PERFS	TD	INITIAL TREATMENT	INITIAL POTENTIAL OIL WATER GOR Bbl./day Bbl./day SCT/Bbl.
BEACH EXPLORATION	AROCO STATE #1	7/80	2310'FSL & 2287'FML	25 165 28E	8 5/8" @ 301' w/250 SIS. 4 1/2" @ 1688' w/150 SIS.	1609'-34'	1630'	A/500 F/20,000 GALS+19,150#	2 0 555
BEACH EXPLORATION	BOBLE FARMS #1	4/80	660'FSL & 990' FML	25 165 28E	8 5/8" @ 340' w/200 SIS. 4 1/2" @ 1629' w/270 SIS.	1575'-99'	1629'	A/500 F/18,280 GALS+30,500#	9 1 98,000
BEACH EXPLORATION	HINKLE STATE #1	6/80	660'FSL & 2287'FML	25 165 28E	8 5/8" @ 225' w/150 SIS. 4 1/2" @ 1731' w/125 SIS.	1651'-96'	1735'	A/500 F/20,000 GALS+20,000#	14 0 402
BEACH EXPLORATION	HINKLE STATE #2	11/80	990'FML & 1650'FEL	25 165 28E	8 5/8" @ 277' w/200 SIS. 4 1/2" @ 1694' w/250 SIS.	1642'-54'	1700'	A/500 F/20,000 GALS+24,500#	42 1 833
BEACH EXPLORATION	HINKLE STATE "A" #1	9/81	2310'FSL & 2310'FEL	36 165 28E	8 5/8" @ 260' w/185 SIS. 4 1/2" @ 1867' w/150 SIS.	1762'-1009'	1869'	A/300 F/20,000 GALS+8,800#	35 6 413
BEACH EXPLORATION	LATHAM STATE #1	5/80	2310'FML & 2287'FML	25 165 28E	8 5/8" @ 325' w/200 SIS. 4 1/2" @ 1867' w/150 SIS.	1578'-92'	1660'	A/300 F/20,000 GALS+20,000#	31 15 313
BEACH EXPLORATION	M.H. STATE "35" #1	9/79	660'FML & 660'FEL	35 165 28E	8 5/8" @ 244' w/150 SIS. 4 1/2" @ 1630' w/300 SIS.	1560'-65'	1650'	A/300 F/20,000 GALS+20,000#	CAOIF 700 HCFFD
BEACH EXPLORATION	M.H. STATE "36" #1	11/78	1980'FML & 1980'FML	36 165 28E	8 5/8" @ 345' w/125 SIS. 4 1/2" @ 2322' w/264 SIS.	1664'-74'	2322'	A/500 F/15,000 GALS+15,500#	CAOIF 734 HCFFD
BEACH EXPLORATION	M.H. STATE "36" #2	5/79	990'FML & 2232'FEL	36 165 28E	8 5/8" @ 328' w/100 SIS. 4 1/2" @ 1865' w/150 SIS.	1802'-56'	1885'	A/500 F/15,000 GALS+15,000#	2 3 0
BEACH EXPLORATION	M.H. STATE "36" #3	1/80	1980'FML & 990'FML	36 165 28E	8 5/8" @ 335' w/150 SIS. 4 1/2" @ 1718' w/175 SIS.	1618'-72'	1725'	A/500 F/20,000 GALS+16,500#	12 1 1760
BEACH EXPLORATION	M.H. STATE "36" #4	2/80	660'FML & 1980'FML	36 165 28E	8 5/8" @ 323' w/170 SIS. 4 1/2" @ 1751' w/175 SIS.	1656'-75'	1752'	A/300 F/15,000 GALS+15,000#	6 1 1110
BEACH EXPLORATION	M.H. STATE "36" #5	3/82	1986'FML & 1983'FEL	36 165 28E	8 5/8" @ 318' w/300 SIS. 4 1/2" @ 1882' w/175 SIS.	1778'-1824'	1882'	A/1,000 F/17,000 GALS+20,500#	8 1 1482
BEACH EXPLORATION	M.H. STATE "36" #6	2/81	330'FML & 981'FEL	36 165 28E	4 1/2" @ 1898' w/175 SIS. 8 5/8" @ 325' w/150 SIS.	1814'-25'	1900'	A/500 F/20,000 GALS+20,000#	7 0 TSTM
BLANCO ENGINEERING	CAL-MON STATE #1	10/87	2310'FML & 512'FML	19 165 29E	4 1/2" @ 1898' w/175 SIS. 10 3/4" @ 200' w/100 SIS.	1658'-78'	1678'	NR	40 0 TSTM
BLANCO ENGINEERING	CAL-MON STATE #2	4/88	2260'FSL & 512'FML	19 165 29E	4 1/2" @ 1538' w/100 SIS. 7 1/2" @ 1803' w/200 SIS.	OPEN HOLE 1719'-33'	1804'	NR	17 29 3372
JFG ENTERPRISES	ALLEN FEDERAL #1	6/82	860'FML & 660'FEL	25 165 28E	8 5/8" @ 248' w/225 SIS. 5 1/2" @ 2239' w/1650 SIS.	1687'-1707'	2239'	A/5,000 F/7,900 GALS+77,000#	51 0 824
EASTLAND OIL	MAX-FEDERAL #1	9/85	2310'FSL & 330'FML	30 165 29E	8 5/8" @ 279' w/300 SIS. 4 1/2" @ 2494' w/350 SIS.	1842'-85'	2600'	A/1,000	12 0 822
EASTLAND OIL	MAX-FEDERAL #3	6/86	2310'FML & 330'FML	30 165 29E	8 5/8" @ 265' w/200 SIS. 4 1/2" @ 1908' w/425 SIS.	1828'-38'	1900'	A/250 F/30,000 GALS+45,000#	10 2 6500
SPECTRUM 7	STATE "24" #1	12/86	660'FSL & 1980'FEL	24 165 28E	8 5/8" @ 227' w/250 SIS. 5 1/2" @ 1748' w/190 SIS.	1537'-99'	2250'	A/1,000 F/25,000 GALS+38,000#	38 5 1368
SPECTRUM 7	STATE "24" #2	4/87	430'FSL & 330'FEL	24 165 28E	8 5/8" @ 333' w/220 SIS. 4 1/2" @ 1788' w/490 SIS.	1673'-89'	1780'	A/750 F/30,000 GALS+51,000#	63 8 857
SPECTRUM 7	STATE "24" #3	7/87	1653'FSL & 330'FEL	24 165 28E	8 5/8" @ 310' w/220 SIS. 4 1/2" @ 1768' w/490 SIS.	1656'-46'	1770'	A/750 F/30,000 GALS+51,000#	57 NR NR
TRIGG, JOHN H.	GOVERNMENT #1	3/80	660'FSL & 1980'FEL	25 165 28E	8 5/8" @ 313' w/150 SIS. 4 1/2" @ 1837' w/200 SIS.	1779'-1804'	1838'	NR	60 NR NR
TRIGG, JOHN H.	GOVERNMENT #2	3/81	1740'FSL & 2310'FEL	25 165 28E	8 5/8" @ 330' w/100 SIS. 4 1/2" @ 1721' w/300 SIS.	1672'-84'	1723'	A/750 F/20,000 GALS+22,500#	

Complete
 TRIGGS, JOHN H. GOVERNMENT #3
 TRIGGS, JOHN H. GOVERNMENT #4
 TRIGGS, JOHN H. GOVERNMENT #5
 TRIGGS, JOHN H. GOVERNMENT #6
 McCLELLAN OIL BIG-MAC FEDERAL #1
 McCLELLAN OIL CAL-HON STATE #1
 WAILE PETROLEUM M & W FEDERAL #1
 WAILE PETROLEUM 7-UP FEDERAL #1
 POOL, FRED DRUGS EXYON-FEDERAL #1-ERL
 BEACH EXPLORATION DEPCO STATE #1
 POOL, FRED DRUGS MAX-FEDERAL #2
 YATES PETROLEUM SIMPSON -AG# #1
 EYMAN RYAN FEDERAL #1
 POOL, FRED DRUGS MAX-FEDERAL #4
 KINCAID & WATSON EAST RED LAKE UNIT-TR.#1
 KINCAID & WATSON EAST RED LAKE UNIT-TR.#2
 KINCAID & WATSON EAST RED LAKE UNIT-TR.#3
 KINCAID & WATSON EAST RED LAKE UNIT-TR.#4
 KINCAID & WATSON LONE STATE #1
 KINCAID et al SO. UNION FEDERAL #1
 BEACH, W.H. SUPRON FEDERAL #1
 C & J DRUGS MERIDIAN FEDERAL #1
 TALLMARRE STATE 24 #1
 KINCAID & WATSON KEMPER-STATE #2
 HORTILCO EXYON FEDERAL #2
Complete on page
hwp
Re-Arg

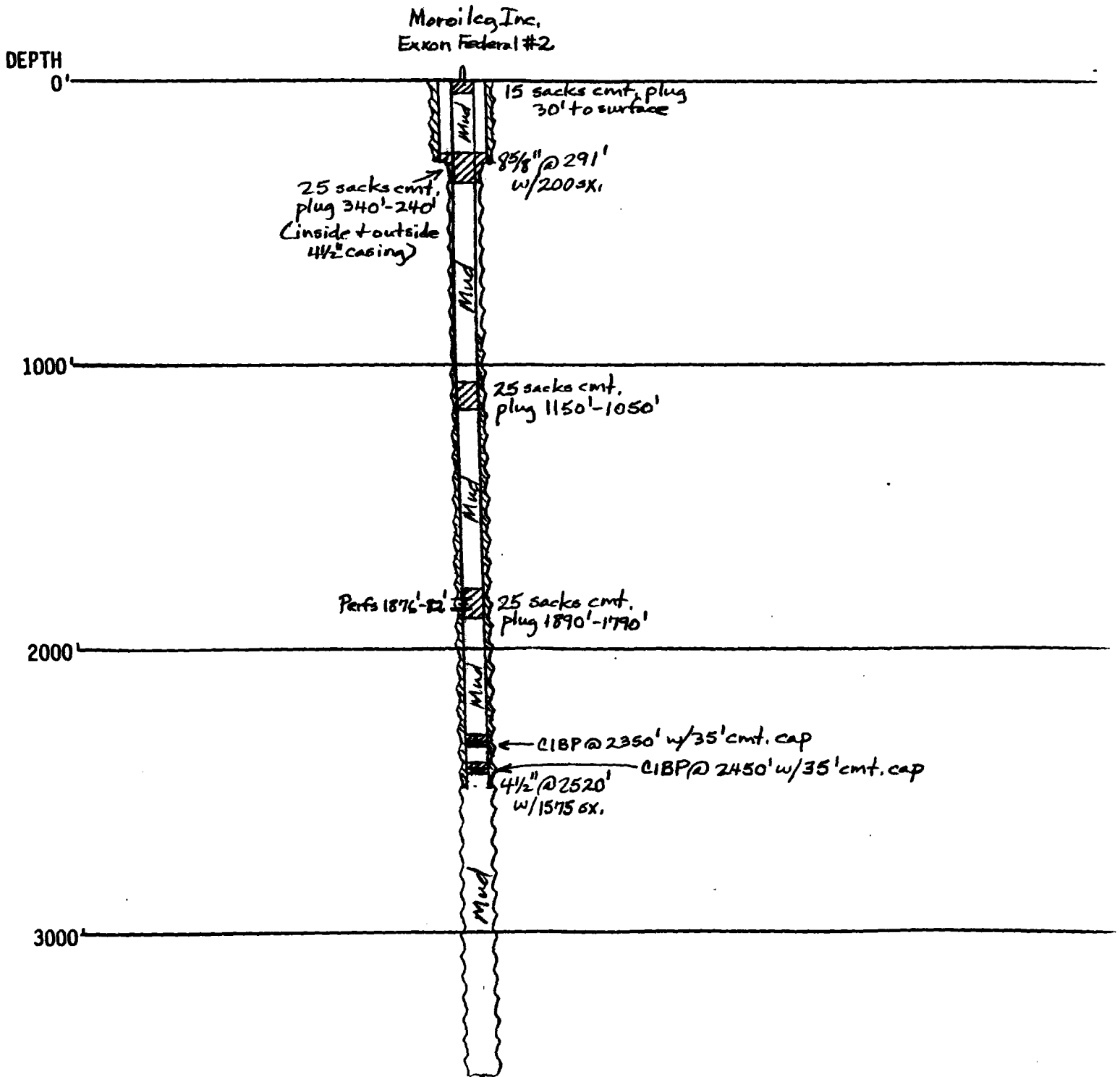
OIL	7/81	330' FSL & 990' FEL	25	165	20E	8 5/8" @ 332' w/1000 SIS.	1814'-30'	1923'	A/1,000	51	0	NR
OIL	9/81	2310' FNL & 1980' FEL	25	165	20E	4 1/2" @ 1920' w/100 SIS.	1642'-60'	1750'	A/1,000	53	0	NR
OIL	12/81	1650' FSL & 990' FEL	25	165	28E	4 1/2" @ 1750' w/100 SIS.	1816'-38'	1890'	F/20,000 GALS+18,000#	80	0	NR
OIL	1/82	2310' FNL & 660' FEL	25	165	20E	4 1/2" @ 1890' w/100 SIS.	1800'-40'	1898'	NR	42	0	NR
OIL	8/85	660' FNL & 3300' FEL	19	165	29E	8 5/8" @ 328' w/100 SIS.	1683'-99'	2100'	F/20,000 GALS+18,000#	14	0	NR
OIL	12/85	990' FNL & 421' FNL	19	165	29E	4 1/2" @ 1871' w/190 SIS.	1629'-43'	1775'	F/20,000 GALS+31,500#	7	1	400
OIL	11/85	2210' FNL & 1833' FNL	19	165	29E	8 5/8" @ 245' w/250 SIS.	1734'-46'	1974'	A/1,000	80	NR	NR
OIL	10/85	790' FSL & 1174' FNL	19	165	29E	5 1/2" @ 1773' w/350 SIS.	1785'-95'	1900'	F/17,000 GALS+38,500#	40	10	NR
OIL	7/85	2310' FSL & 2310' FEL	19	165	29E	5 1/2" @ 1972' w/1,000 SIS.	1704'-1814'	1916'	F/11,000 GALS+16,000#	6	0	2100
OIL	12/85	230' FSL & 330' FNL	19	165	29E	8 5/8" @ 288' w/175 SIS.	1773'-89'	1853'	A/500	3	5	3333
DRY#	11/86	990' FNL & 330' FNL	30	165	29E	5 1/2" @ 1916' w/270 SIS.	1808'-14'	1928'	F/34,000 GALS+47,500#	B & A		
DRY#	5/89	660' FNL & 1983' FNL	30	165	29E	4 1/2" @ 859' w/250 SIS.	1812'-20'	3130'	A/1,250	B & A		
GAS	2/81	1980' FNL & 1175' FNL	30	165	29E	8 5/8" @ 325' w/59 SIS.	1828'-44'	10,538'	A/500	CAOP - 1,211 HFCPO		
DRY#	8/87	2310' FSL & 1176' FNL	30	165	29E	5 1/2" @ 1880' w/175 SIS.	1836'-46'	2410'	A/1,000	D & A		
OIL	9/89	660' FSL & 660' FNL	36	165	28E	8 5/8" @ 2510' w/1650 SIS.	1625'-36'	1670'	F/20,000 GALS+42,000#	100	NR	NR
OIL	11/59	1980' FSL & 660' FNL	36	165	28E	4 1/2" @ 1679' w/150 SIS.	1631'-43'	1680'	A/1,000	110	NR	NR
OIL	12/59	660' FSL & 1980' FNL	36	165	20E	5 1/2" @ 1668' w/100 SIS.	1650'-58'	1700'	F/35,700 GALS+150,000#	60	NR	NR
OIL	1/60	1980' FSL & 1980' FNL	36	165	20E	8 5/8" @ 349' w/100 SIS.	1653'-66'	1701'	F/25,500 GALS.	70	NR	NR
OIL	8/89	1980' FNL & 660' FEL	35	165	28E	4 1/2" @ 1700' w/100 SIS.	1631'-37'	1674'	F/30,000 GALS+140,000#	15	NR	NR
OIL	1/87	660' FSL & 1980' FEL	26	165	28E	5 1/2" @ 1663' w/100 SIS.	NR	2659'	F/36,000 GALS+81,000#	NR		
DRY#	5/82	660' FSL & 330' FEL	26	165	28E	8 5/8" @ 293' w/250 SIS.	1544'-80'	1614'	A/1,000	5	10	0
T/A	12/88	2310' FNL & 990' FNL	25	165	28E	4 1/2" @ 1614' w/150 SIS.	NR	2780'	F/42,500#	NR		
DRY#	11/40	2310' FNL & FEL	24	165	28E	8 5/8" @ 326' w/145 SIS.	NR	2605'	NONE	0	3	0
DRY#	3/61	660' FNL & 660' FEL	36	165	28E	7" @ 1452' w/18 SIS.	NONE	2386'	NR	D & A		
DRY#	5/80	1980' FSL & 1980' FEL	30	165	29E	10 3/4" @ 358' w/75 SIS.	1876'-82'	3520'	A/1,000	D & A		

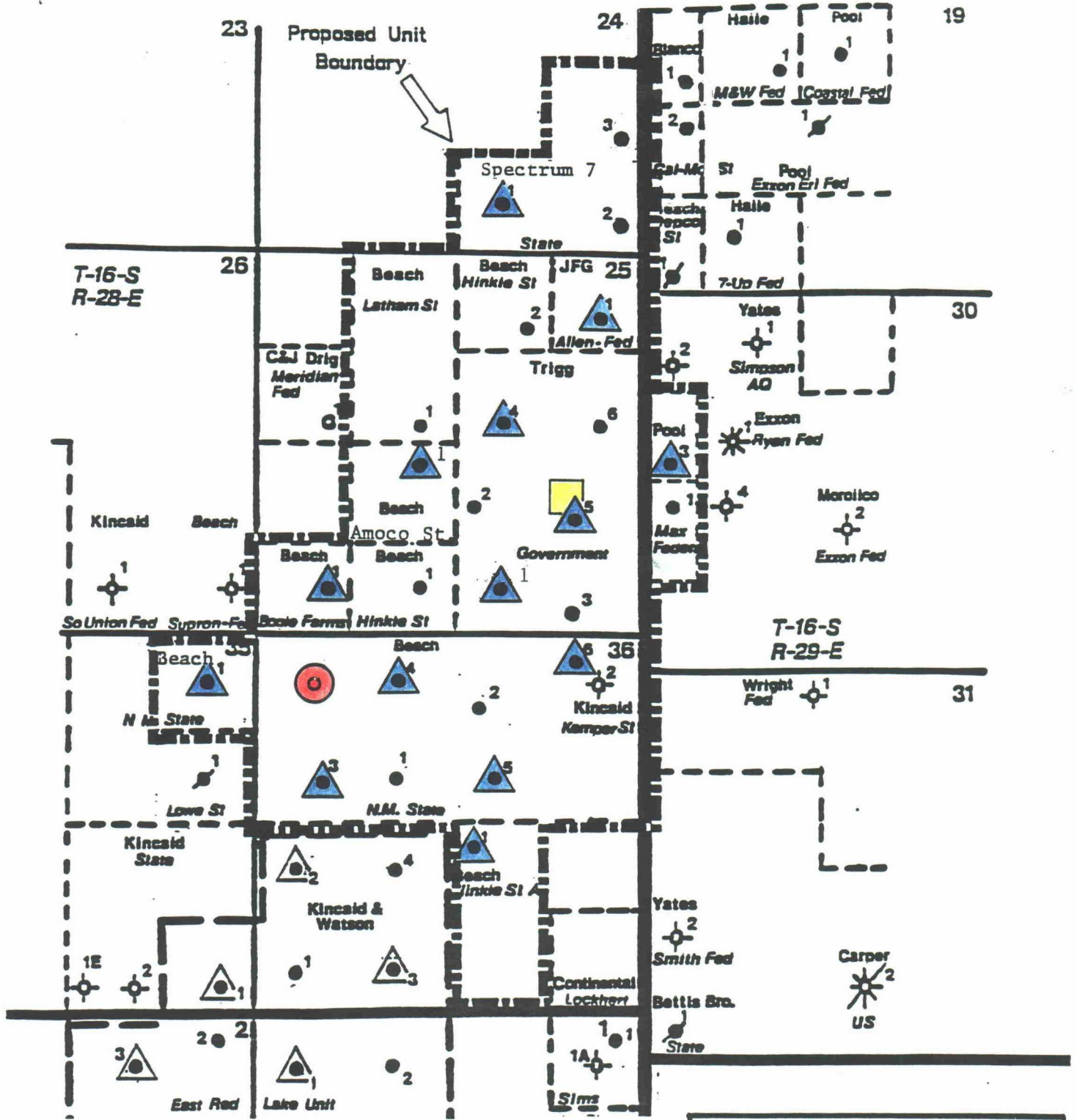
* PLUGGED AND ABANDONED
 NR - NONE REPORTED

FORM C-108, ITEM VI.
 AREA OF REVIEW
PLUGGED WELL SCHEMATICS
 RED LAKE UNIT



FORM C-108, ITEM VI.
AREA OF REVIEW
PLUGGED WELL SCHEMATICS
RED LAKE UNIT





LEGEND

- PRODUCER
- ▲ PROPOSED INJECTION WELL (CONVERSION)
- (with red center) PROPOSED LOCATION (PRODUCER)
- PROPOSED CENTRAL BATTERY AND WATERFLOOD STATION

BEACH EXPLORATION, INC.

RED LAKE UNIT
EDDY COUNTY, NEW MEXICO

PROPOSED WATERFLOOD
DEVELOPMENT

SCALE

0 2000 4000

Form C-108, Section VII
Data on Proposed Operation
Red Lake Unit
Eddy County, New Mexico

Type of operation:

The project will be a waterflood operation with 14 injection wells and 12 production wells as shown on the attached plat "Proposed Waterflood Development".

Proposed Rates of Injection

Average daily rate expected - 150 BW per well X 14 Wells=2100 BWPD
Maximum daily rate in any well - 250 BWPD

System - Open or Closed

The injection system will be closed.

Proposed Injection Pressure

Expected average injection pressure - 1,000 psig
Proposed maximum injection pressure - 1,500 psig*

*Other Penrose Sand waterfloods near the proposed unit, including the Kincaid & Watson - E. Red Lake Unit, the Armstrong Energy - High Lonesome Penrose Unit, and the Armstrong Energy - E. High Lonesome Penrose Sand Unit, have operated at pressures up to 1,225 psig and have been successful projects.

Many other Penrose Sand waterflood projects are in operation in this district, and all are injecting at maximum pressures of 1400 psi to 1850 psi. Examples of this are the Anadarko-Langlie Mattix Penrose Sand Unit (Pressures to 1850 psi), the Skelly - Penrose "A" Unit (Pressures to 1650 psi), and the Skelly - Penrose "B" Unit (Pressures to 1700 psi). The Penrose sand in the proposed Red Lake Unit is in some cases a fairly tight sand and may require this magnitude of pressure to inject adequate quantities of water to be a viable project. Although it is advisable to limit injection pressures to reasonable ranges, a gradient of 0.2 psi per foot of depth is in no way a reasonable pressure limit for this formation and could threaten its success. In some cases, in tight wells (edge wells or wells with poor pay development), pressures in excess of the fracture gradient are required to inject adequate volumes of water to effectively flood the nearby pay. This results in conservation by increased recovery (not waste).

An injection pressure limit of 1500 psi should allow enough latitude for an effective flood in this unit, and Beach Exploration hereby requests same. Effective flooding will recover the maximum amount of reserves and prevent waste, and this is in our best interest as well as the interests of the other owners and the State of New Mexico.

Sources of Injection Fluid

All produced water will be re-injected, and the necessary make-up water will be purchased from the City of Carlsbad Double Eagle system. No other known sources are available for make-up water in this area. Attached is a copy of the water analysis of the Double Eagle system water. This source has been proven to be compatible with the Penrose formation by its successful use in many projects in this area, including the Kincaid & Watson - East Red Lake Unit, which offsets the proposed Red Lake Unit to the South and shares the same Penrose reservoir.

RED LAKE UNIT
PLAN OF DEVELOPMENT

<u>Project</u>	<u>Estimated Completion Date</u>
Application for Waterflood Injection	12/13/90
Hearing for Unitization - Oil Conservation Division	1/10/91
Approval of Unit and Waterflood by O.C.D.	2/1/90
Begin Installation of Waterflood	3/1/90
Convert 15 Wells to injection	4/1/90
Consolidate to a central battery	5/1/90
Install Injection Plant and Flowlines	5/15/90
Drill and complete Producer	6/1/90
Begin Injection	6/1/90

HALLIBURTON DIVISION LABORATORY

HALLIBURTON SERVICES

ARTESIA DISTRICT

LABORATORY REPORT

No. W685, W686, & W687.

TO Beach Exploration
P. O. Box 3669
Midland, TX 79701

Date December 4, 1990

This report is the property of Halliburton Services and neither it nor any part thereof, nor a copy thereof, is to be published or disclosed without first securing the express written approval of laboratory management. It may however, be used in the course of regular business operations by any person or concern and employees thereof receiving such report from Halliburton Services.

Submitted by Date Rec. December 4, 1990

Well No. Depth Formation

Field County Source

Table with 4 columns: Field, County, Source, and various chemical/physical measurements (Resistivity, Specific Gravity, pH, Calcium, Magnesium, Chlorides, Sulfates, Bicarbonates, Soluble Iron). Rows include data for (CITY OF CARLSBAD) DOUBLE EAGLE WATER, (WATER WELL # 1) BOGLE MILL #1, and (WATER WELL # 2) MILL #2.

Remarks:

Signature of Eric Jacobson
Respectfully submitted

Analyst: Eric Jacobson - Field Engineer

HALLIBURTON SERVICES

NOTICE:

This report is for information only and the content is limited to the sample described. Halliburton makes no warranties express or implied, as to the accuracy of the contents or results.

Geological Data
Red Lake Unit
Eddy County, New Mexico

Red Lake East (Queen) sand production is a result of entrapment within an offshore sand bar which trends northeast - southwest.

The production member is call Penrose and vertically located as a lower member of the Queen section. The pay sand is generally fine grained to medium grained, well sorted, and rounded to sub rounded quartz sand.

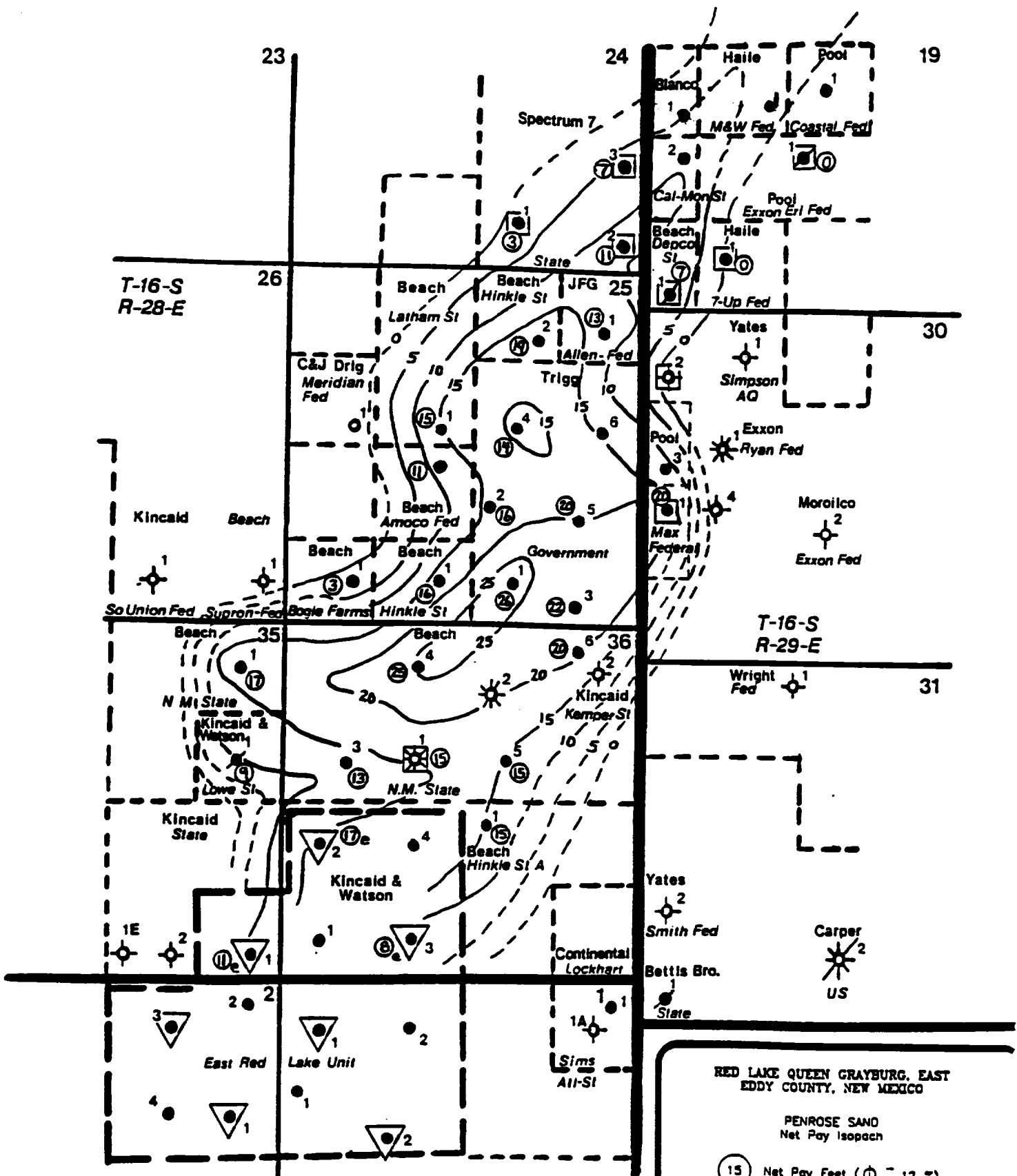
Porosity averages from 12 to 18% with some zones calculating as high as 22%. The sand thickness ranges from 12 feet on the flanks of the field to approximately 26 feet near the apex or center of the reservoir. Please refer to the attached "Penrose Sand - Net Pay Isopach", which show the net pay in the unit area.

The reservoir is the result of stratigraphic entrapment within a clean lens of sand which facies into a red, shaley sand down dip and becomes tighter up dip as the section becomes more anhydritic and salt filled.

The top of the Penrose pay occurs from 1874' to 2016' above sea level within the proposed unit area. Surface elevations vary considerably within the unit area due to topography, and vertical depths to the Penrose occur from 1537' to 1828' as a result. The attached structure map shows that the Penrose dips in a westerly direction.

Continuity of the Penrose pay within the proposed unit area is shown by the attached cross sections A-A' and B-B'.

The base of the only known source of fresh water, which is the Triassic Sand, occurs at an approximate depth of 75' (in the wells with the lower elevations). There are no known sources of fresh water below the Penrose.



**RED LAKE QUEEN GRAYBURG, EAST
EDDY COUNTY, NEW MEXICO**

PENROSE SAND
Net Pay Isopach

15 Net Pay Feet ($\phi > 12\%$)

□ CNL-FDC Logs

● GRN Log

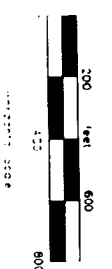
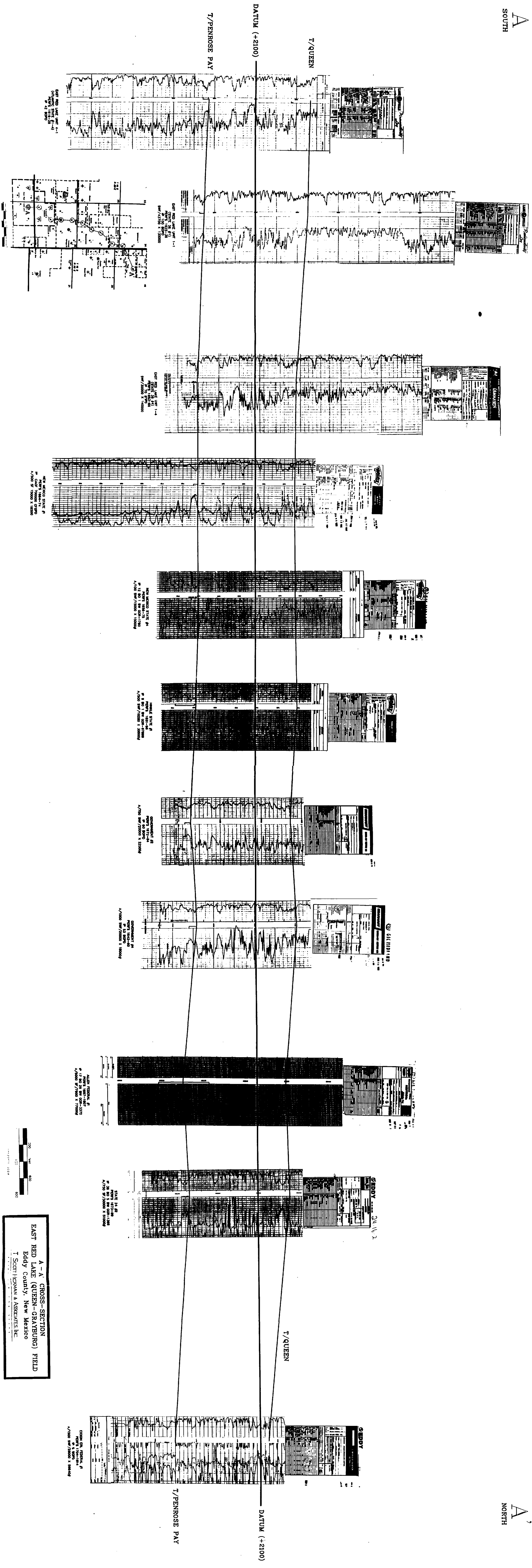
Contour Interval: 5 ft.

T. SCOTT HICKMAN & ASSOCIATES, INC.

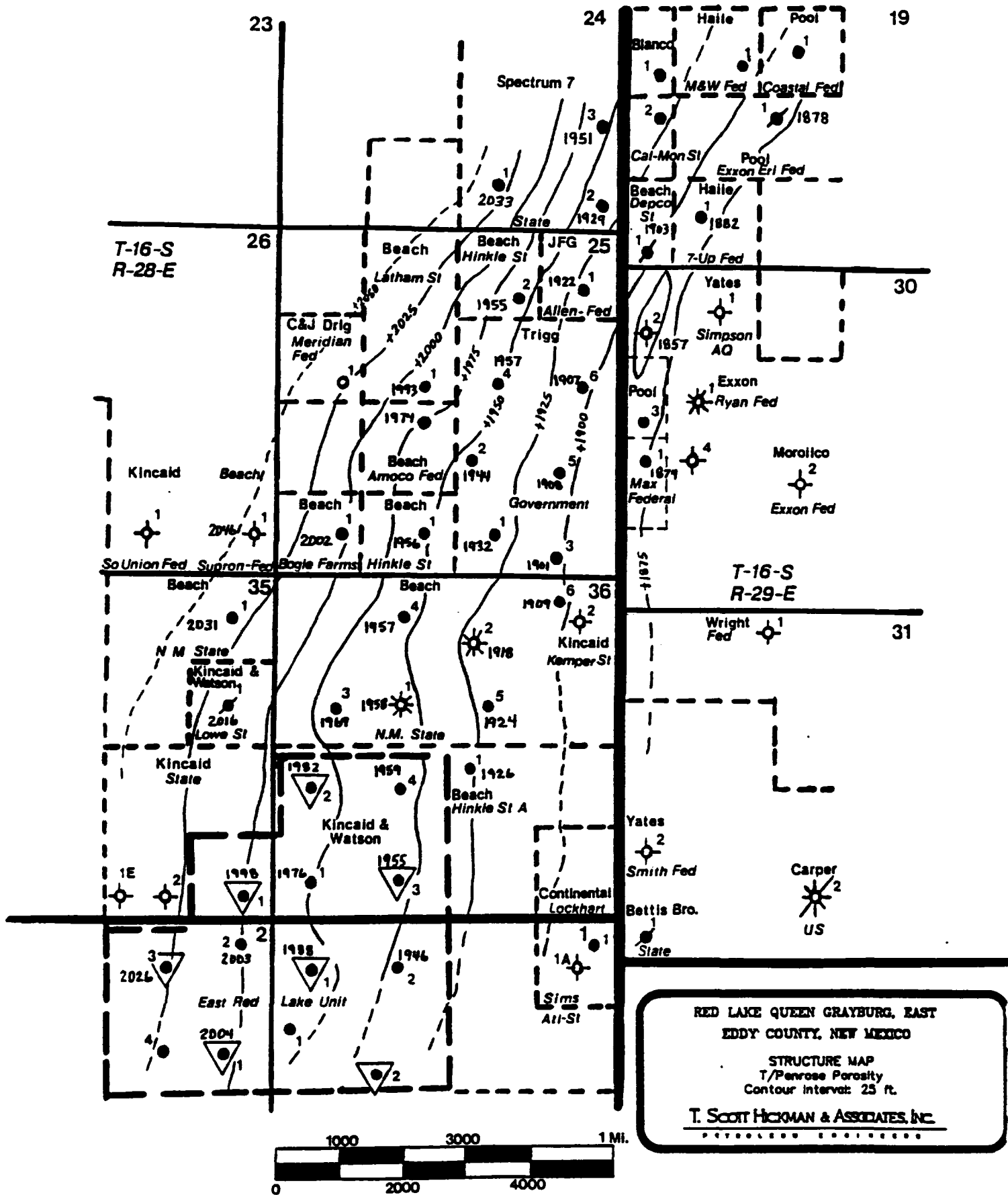
.....

A
SOUTH

A
NORTH



**A - A' CROSS-SECTION
EAST RED LAKE (QUEEN-GRAYBURG) FIELD
Eddy County, New Mexico
T. SCOTT HERMAN & ASSOCIATES, INC.**



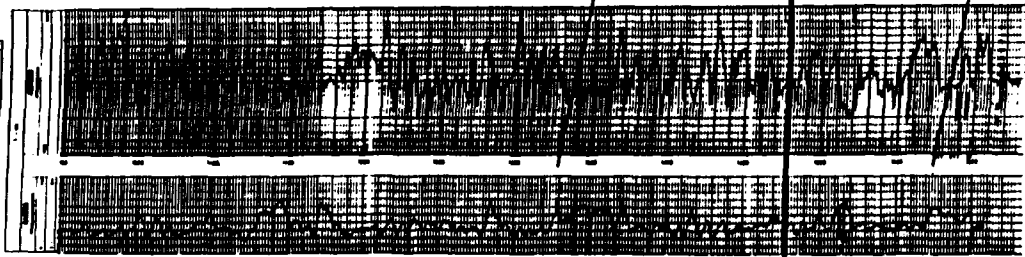
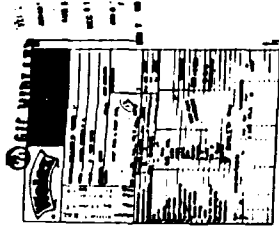
**RED LAKE QUEEN GRAYBURG, EAST
EDDY COUNTY, NEW MEXICO**

STRUCTURE MAP
T/Porosity
Contour Interval: 25 ft.

T. SCOTT HICKMAN & ASSOCIATES, INC.
PETROLEUM ENGINEERS

B
WEST

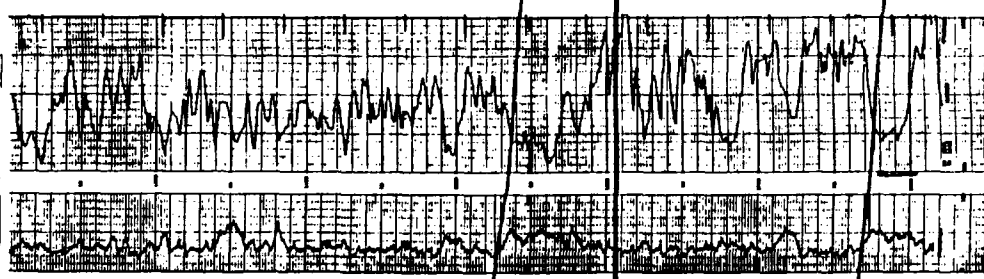
B'
EAST



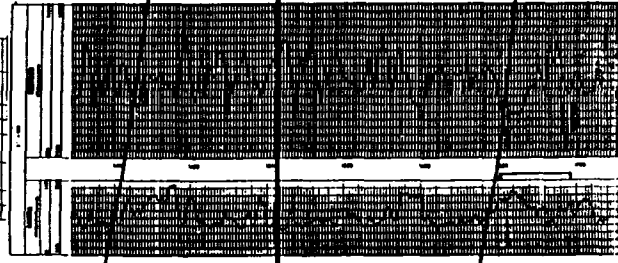
T/QUEEN

DATUM (+2100)

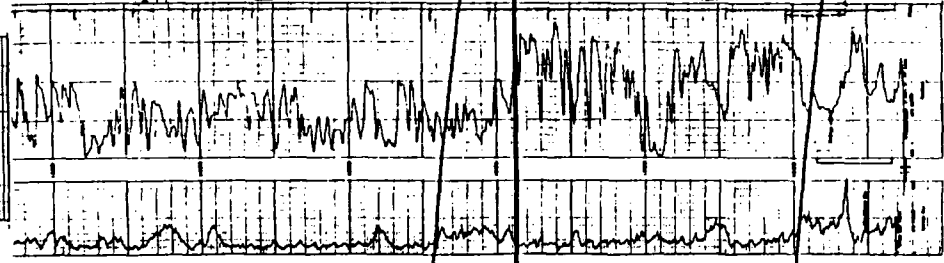
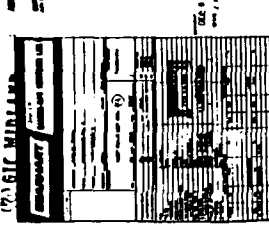
T/PENROSE PAY



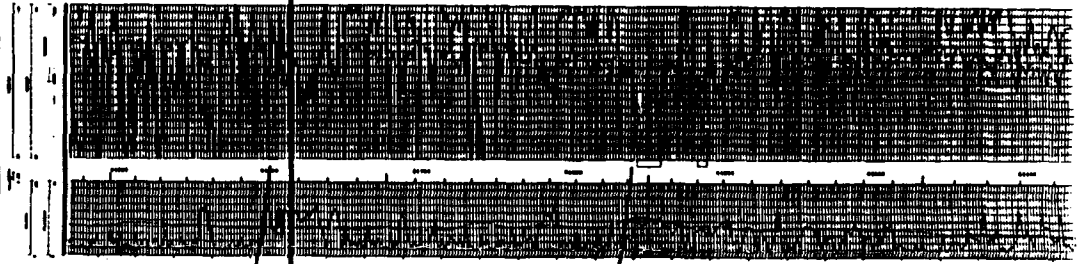
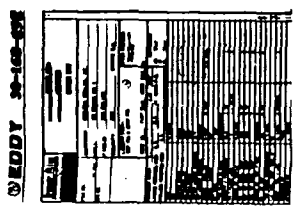
GOVERNMENT #1
PERF'S 1778-1804
37 BOPO



ARKLE STATE #1
PERF'S 1851-84
80 1 BK COR-5788
A/500 SW/20000 X 20004

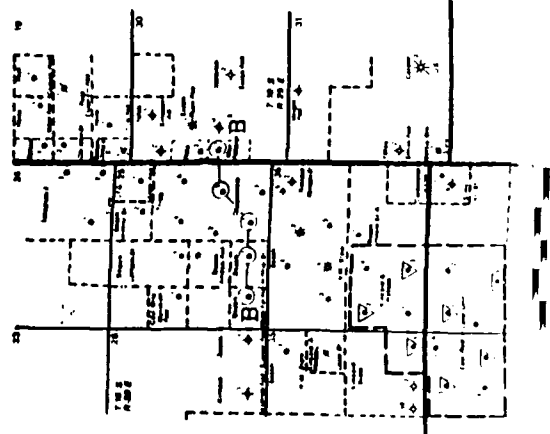


GOVERNMENT #5
PERF'S 1842-38 1862-85
51 BOPO

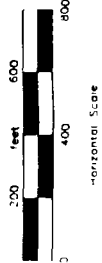


DATUM (+2100)

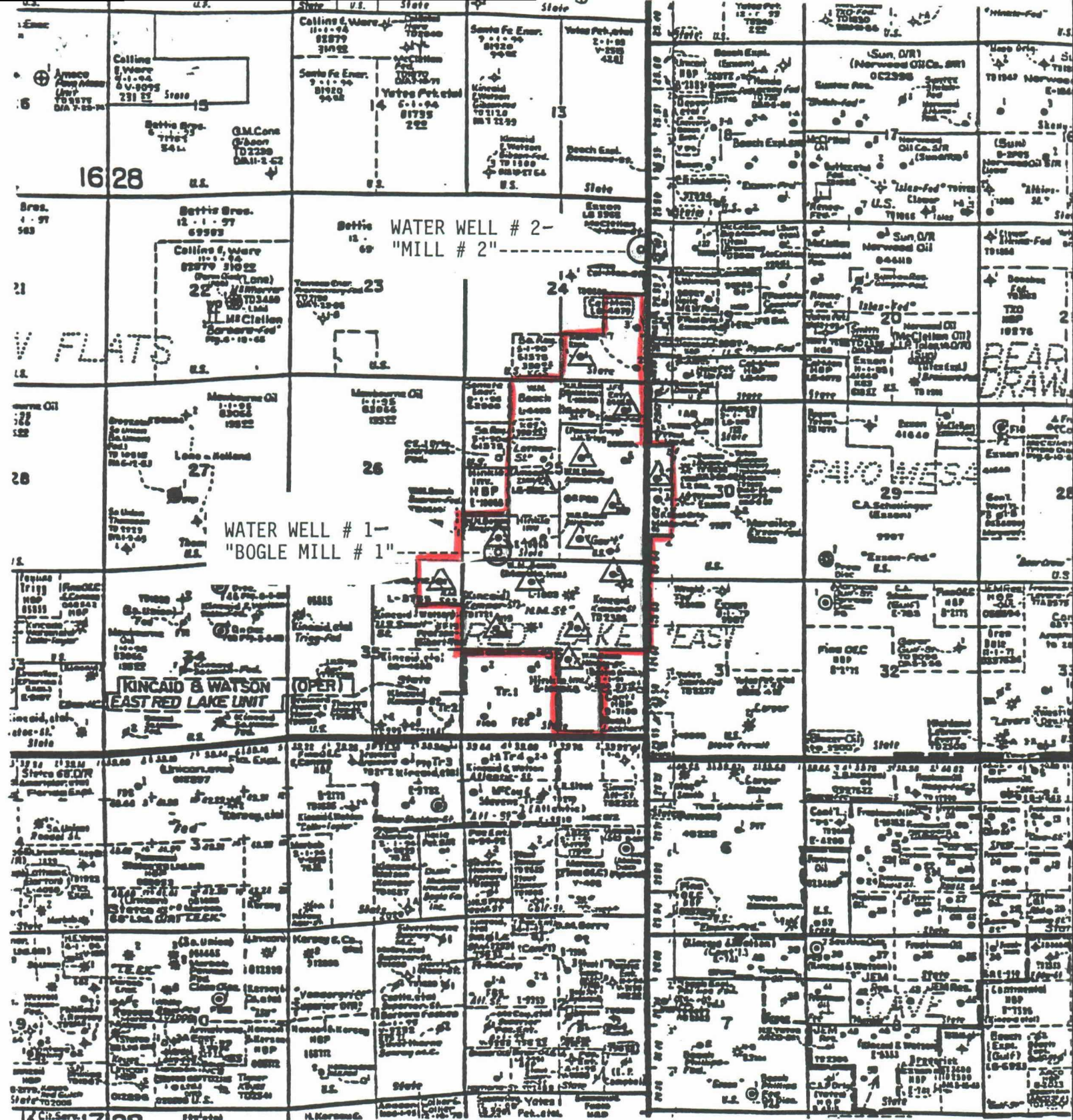
T/PENROSE PAY



B - B' CROSS-SECTION
EAST RED LAKE (QUEEN-GRAYBURG) FIELD
Eddy County, New Mexico
T. SCOTT HICKMAN & ASSOCIATES, INC.



MAX FEDERAL #1
PERF'S 1842-38 1862-85
51 BOPO COR-624
A/1000



LEGEND

— PROPOSED RED LAKE UNIT OUTLINE

▲ PROPOSED INJECTION WELL

⊙ FRESH WATER WELLS WITHIN ONE MILE OF PROPOSED INJECTION WELLS

BEACH EXPLORATION, INC.
 PROPOSED RED LAKE UNIT
 RED LAKE QUEEN-GRAYBURG, EAST
 EDDY COUNTY, NEW MEXICO

FRESH WATER WELLS WITHIN
 ONE MILE

Scale: 1" = 4000' 12-10-90

HALLIBURTON DIVISION LABORATORY

HALLIBURTON SERVICES

ARTESIA DISTRICT

LABORATORY REPORT

No. W685, W686, & W687.

TO Beach Exploration
P. O. Box 3669
Midland, TX 79701

Date December 4, 1990

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Submitted by Date Rec. December 4, 1990

Well No. Depth Formation

Field County Source

(CITY OF CARLSBAD) (WATER WELL # 1) (WATER WELL # 2)
DOUBLE EAGLE WATER BOGLE MILL #1 MILL #2

Table with 4 columns: Property, (CITY OF CARLSBAD) DOUBLE EAGLE WATER, (WATER WELL # 1) BOGLE MILL #1, (WATER WELL # 2) MILL #2. Rows include Resistivity, Specific Gravity, pH, Calcium, Magnesium, Chlorides, Sulfates, Bicarbonates, Soluble Iron.

Remarks:

Eric Jacobson
Respectfully submitted

Analyst: Eric Jacobson - Field Engineer

HALLIBURTON SERVICES

NOTICE:

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WATER ANALYSIS REPORT

Company : BEACH EXPLORATION
 Address : MIDLAND TX 79701
 Lease : STATE 36
 Well : 36
 Sample Pt. : WELL HEAD

Date : 1-2-91
 Date Sampled : N/A
 Analysis No. : 1

ANALYSIS		mg/L		* meq/L
-----		----		-----
1.	pH	6.4		
2.	H2S	N/A		
3.	Specific Gravity	1.180		
4.	Total Dissolved Solids	217620.3		
5.	Suspended Solids	NR		
6.	Dissolved Oxygen	NR		
7.	Dissolved CO2	NR		
8.	Oil In Water	NR		
9.	Phenolphthalein Alkalinity (CaCO3)			
10.	Methyl Orange Alkalinity (CaCO3)			
11.	Bicarbonate	HCO3	366.0	HCO3 6.0
12.	Chloride	Cl	134403.0	Cl 3791.3
13.	Sulfate	SO4	2000.0	SO4 41.6
14.	Calcium	Ca	3240.0	Ca 161.7
15.	Magnesium	Mg	7774.4	Mg 639.6
16.	Sodium (calculated)	Na	69836.9	Na 3037.7
17.	Iron	Fe	0.0	
18.	Barium	Ba	0.0	
19.	Strontium	Sr	0.0	
20.	Total Hardness (CaCO3)		40100.0	

PROBABLE MINERAL COMPOSITION

*milli equivalents per Liter		Compound	Equiv wt	X meq/L	= mg/L
+-----+		-----			
: 162:	*Ca <----- *HCO3	: 6:	Ca(HCO3)2	81.0	6.0 486
:-----:	/----->	:-----:	CaSO4	68.1	41.6 2835
: 640:	*Mg -----> *SO4	: 42:	CaCl2	55.5	114.0 6327
:-----:	<-----/	:-----:	Mg(HCO3)2	73.2	
: 3038:	*Na -----> *Cl	: 3791:	MgSO4	60.2	
+-----+		+-----+	MgCl2	47.6	639.6 30448
Saturation Values Dist. Water 20 C			NaHCO3	84.0	
CaCO3	13 mg/L		Na2SO4	71.0	
CaSO4 * 2H2O	2090 mg/L		NaCl	58.4	3037.7 177524
BaSO4	2.4 mg/L				

REMARKS:

Petrolite Oilfield Chemicals Group

Respectfully submitted,
 LEE MALLET

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Amoco Production
P.O. Box 841521
Dallas, Texas 75284

4. Article Number
P202 844 789

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X

6. Signature - Agent
X *P. Peterson*

7. Date of Delivery
DEC 21 1990

8. Addressee's Address (ONLY if requested and fee paid)
JAN - 2 1991

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Santa Fe Energy Co.
1616 Van
Houston, Texas 77057

4. Article Number
P202 844 793

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X

6. Signature - Agent
X *A. Royal*

7. Date of Delivery
DEC 21 1990

8. Addressee's Address (ONLY if requested and fee paid)
JAN - 2 1990

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Exxon Corp.
P.O. Box 1547
Houston, Texas 77251-1547

4. Article Number
P202 844 788

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X

6. Signature - Agent
X CURTIS NICKERSON

7. Date of Delivery
DEC 24 1990

8. Addressee's Address (ONLY if requested and fee paid)
JAN - 2 1990

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Yata Petroleum
P.O. Box 0
Albuquerque, NM 87108

4. Article Number
P202 844 786

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X

6. Signature - Agent
X *Mattha Henaly*

7. Date of Delivery
JUN 20 1990

8. Addressee's Address (ONLY if requested and fee paid)

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Harken Exploration Co. P.O. Box 612007 Dallas, Texas 75261</i>	4. Article Number Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature - Address X	8. Addressee's Address (ONLY if requested and fee paid) <i>11</i>
6. Signature - Agent X <i>[Signature]</i>	
7. Date of Delivery DEC 26 1989	

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Murphy Oil Co. P.O. Box 7698 Tyler, Texas 75711</i>	4. Article Number <i>P202 844787</i> Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature - Address X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X <i>[Signature]</i>	
7. Date of Delivery DEC 27 1990	

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>J-F Enterprises P.O. Box 100 Artesia, N.M. 88210</i>	4. Article Number <i>P202 844803</i> Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature - Address X <i>[Signature]</i>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X	
7. Date of Delivery <i>12-20-90</i>	

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Cal-Mex Oil Co. P.O. Box 2066 Midland, Texas 79702</i>	4. Article Number <i>P202 844790</i> Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature - Address X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X <i>[Signature]</i>	
7. Date of Delivery DEC 20 1990	

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Blanco Engineering 116 North First St. Artesia, N.M. 88210</i>	4. Article Number: <i>P202844791</i>
	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Address <i>X W.K. Gray</i>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <i>X</i>	
7. Date of Delivery <i>12-20-90</i>	

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>C & J Drilling P.O. Box 256 Artesia, N.M. 88210</i>	4. Article Number: <i>P202844792</i>
	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Address <i>X</i>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <i>X Dorothy Hammond</i>	
7. Date of Delivery <i>12-21-90</i>	

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>McLellan Oil Corp. P.O. Drawer 730 Roswell, N.M. 88202</i>	4. Article Number: <i>P202844794</i>
	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Address <i>X</i>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <i>X [Signature]</i>	
7. Date of Delivery <i>[Signature]</i>	

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Haile Petroleum 813 South Roswell Artesia, N.M. 88210</i>	4. Article Number: <i>P202844795</i>
	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Address <i>X [Signature]</i>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <i>X</i>	

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Coraco #10 Delta Drive West Midland, Texas 79705</i>	4. Article Number: <i>P202844796</i>
5. Signature - Address X	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent: X <i>Anita Gonzales</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery: <i>12/21/90</i>	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Hinkle Investment P.O. Box 2002 Roswell, N.M. 88201</i>	4. Article Number: <i>P202844797</i>
5. Signature - Address X	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent: X <i>Darry Rogers</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery: <i>12-20-90</i>	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Kincaid & Watson Bldg. P.O. Box 498 Artesia, NM 88211-0498</i>	4. Article Number: <i>P202844799</i>
5. Signature - Address X	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent: X <i>Nancy King</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery: <i>12-28-90</i>	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: <i>Eastland Oil Co. P.O. Box 3488 Midland, Texas 79702</i>	4. Article Number: <i>P202844804</i>
5. Signature - Address X	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent: X <i>[Signature]</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery	8. Addressee's Address (ONLY if requested and fee paid)

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
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1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Bittis Mathews Inc.
P.O. Box 1240
Graham, N.C. 27046

4. Article Number
P202 844 801

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X *[Signature]*

6. Signature - Agent
X *[Signature]*

7. Date of Delivery
DEC 21 1990

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Grigg Family Trust
P.O. Box 520
Roswell, Ga 30088

4. Article Number
P202 844 802

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X *[Signature]*

6. Signature - Agent
X *[Signature]*

7. Date of Delivery
12-20-90

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Armando Lopez
BLM
P.O. Box 1397
Roswell, N.M. 87068

4. Article Number
P202 844 807

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X *[Signature]*

6. Signature - Agent
X *[Signature]*

7. Date of Delivery
DEC 20 1990

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

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1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Bagle Farms, Inc
P.O. Box ~~300~~ 460
Dexter N.M. 88230-0358

4. Article Number

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X *[Signature]*

6. Signature - Agent
X *[Signature]*

7. Date of Delivery
12/20/90

8. Addressee's Address (ONLY if requested and fee paid)

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
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1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Commissioner of Public Safety
P.O. Box 1168
Santa Fe, N.M. 87504

4. Article Number
P202 844 808

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X *[Signature]*

6. Signature - Agent
X *[Signature]*

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
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1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Britland Loyalty
8001 Cherry St. Ste 700
St. Albans, N.Y. 12012

4. Article Number
P202 844 798

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Address
X *[Signature]*

6. Signature - Agent
X *[Signature]*

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

P 202 844 809

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

SENT TO <i>Alco Inc.</i>		STREET AND NO. <i>1025 Broadway</i>		P.O., STATE AND ZIP CODE <i>Denver, Co. 80202</i>		POSTAGE <i>\$ 1.05</i>	
CONSULT POSTMASTER FOR FEES		OPTIONAL SERVICES		RETURN RECEIPT SERVICE		RESTRICTED DELIVERY	
CERTIFIED FEE		SPECIAL DELIVERY		SHOW TO WHOM AND DATE DELIVERED		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	
				<i>90</i>		<i>85</i>	
TOTAL POSTAGE AND FEES		POSTMARK OR DATE				<i>\$ 2.80</i>	

PS Form 3800, Apr. 1976

P 202 844 800

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

SENT TO <i>Alco Inc.</i>		STREET AND NO. <i>1000 Platteau Blvd.</i>		P.O., STATE AND ZIP CODE <i>Denver, Colorado 80202</i>		POSTAGE <i>\$ 1.05</i>	
CONSULT POSTMASTER FOR FEES		OPTIONAL SERVICES		RETURN RECEIPT SERVICE		RESTRICTED DELIVERY	
CERTIFIED FEE		SPECIAL DELIVERY		SHOW TO WHOM AND DATE DELIVERED		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	
				<i>90</i>		<i>85</i>	
TOTAL POSTAGE AND FEES		POSTMARK OR DATE					

PS Form 3800, Apr. 1976