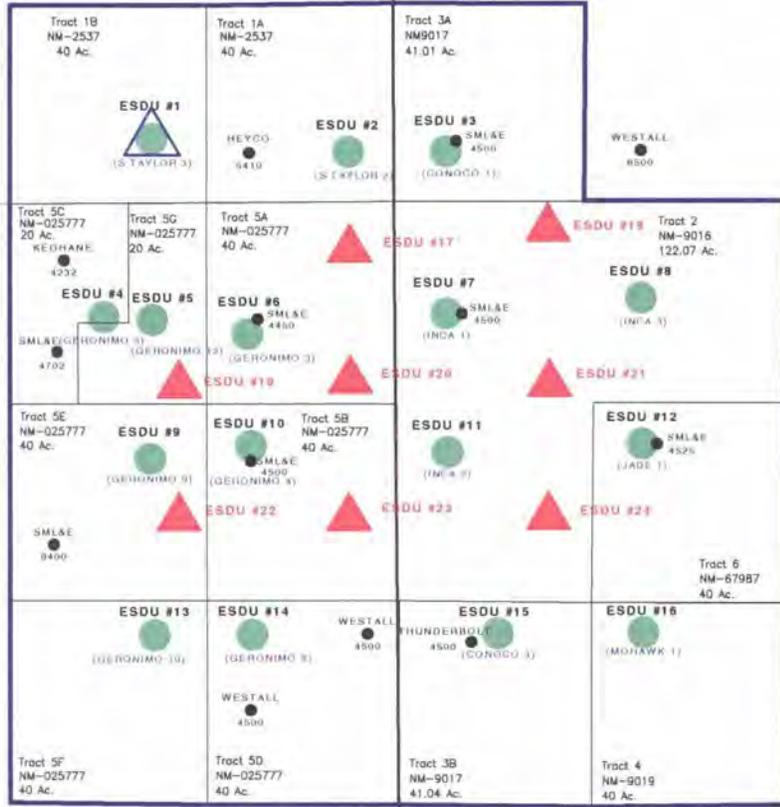


EXHIBIT 2

13

R 31 E R 32 E

18



24

T 18 S

19

LEGEND

- Well #
- (if Name)
- Proposed Conversion
- Proposed Injection Well
- Non Delaware Producer

Delaware Producer
 Proposed Conversion
 Proposed Injection Well
 Non Delaware Producer

St Mary Land & Exploration Co.

EAST SHUGART DELAWARE UNIT
 PROPOSED WATERFLOOD

7/7/1999

Scale 1:15500

EXHIBIT 3

Proposed Unit Agreement
East Shugart (Delaware) Unit Hearing

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
EAST SHUGART (DELAWARE) UNIT AREA
EDDY AND LEA COUNTIES, NEW MEXICO

NO. NMNM101361X

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
EAST SHUGART (DELAWARE) UNIT
EDDY AND LEA COUNTIES, NEW MEXICO

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
EAST SHUGART (DELAWARE) UNIT
EDDY AND LEA COUNTIES, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of February, 1999, 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. §§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 Oil Conservation Division of the State of New Mexico (hereinafter referred to as the "Division") is authorized by law (NMSA 1978 §§70-2-1 et seq. and §§70-7-1 et seq.) 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

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, increase the ultimate recovery of oil, gas and associated minerals and secure other benefits obtainable through development and operation of the area subject to this Agreement under the terms, conditions, and limitations herein set forth;

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

SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this Agreement, provided such regulations are not inconsistent with the terms of this Agreement; and state oil and gas operating regulations in effect as of the Effective Date hereof governing drilling and producing operations, not inconsistent with the terms hereof or federal laws and regulations, are hereby accepted and made a part of this Agreement.

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

(a) "Unit Area" is defined as those lands described in Exhibit "B" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 604.12 acres, more or less, in Eddy and Lea Counties, New Mexico.

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

(c) "Secretary" is defined as the Secretary of the Interior of the United States of America, or his duly authorized delegate.

(d) "Department" is defined as the Department of the Interior of the United States of America.

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

(f) "Unitized Formation" shall mean that interval underlying the Unit Area, the vertical limits of which extend from an upper limit described as the top of the Brushy Canyon Formation of the Delaware Mountain Group to the stratigraphic equivalent of 5600 feet within the Delaware Brushy Canyon Formation as determined by the Geronimo Federal No. 3 well log; the geologic markers having been previously found to occur at 5007 feet and 5600 feet, respectively, in the Geronimo Federal No. 3 well (located 890 feet FNL and 990 feet FEL of Section 24, T-18-S, R-31-E, Eddy County, New Mexico) as recorded on the Compensated Neutron Litho Density Log taken on September, 21, 1985.

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

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

(i) "Tract Participation" is defined as the percentage of participation shown on Exhibit "C" for allocating Unitized Substances to a Tract under this agreement.

(j) "Unit Participation of each Working Interest Owner" is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract by the Tract Participation of such Tract.

(k) "Working Interest" is an interest in Unitized Substances acquired by virtue of mineral fee simple title, pursuant to the terms of a lease, operating agreement or otherwise, which includes the right to search for, produce and acquire such Unitized Substances and is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized Formation and operations relative to such rights. Any Royalty Interest created by the owner of a Working Interest out of its interest subsequent to the execution of this Agreement shall be the sole burden and obligation of said Working Interest Owner. Such interest shall be subject to the same lien and security provisions as the Working Interest so creating such Royalty Interest.

(l) "Working Interest Owner" is any party hereto owning a Working Interest.

(m) "Royalty Interest" or "Royalty" is an interest (other than a Working Interest) in the Unitized Substances and includes the right to receive a portion of the Unitized Substances or the proceeds thereof. A "Royalty Interest" may be the royalty interest reserved by the lessor of an oil and gas lease; or it may be any overriding royalty interest, oil payment interest, net profit interest, a carried working interest, or any other payment burdening a Working Interest which does not carry with it the right to search for and produce Unitized Substances and does not bear any cost obligation.

(n) "Royalty Owner" is the owner of a Royalty Interest.

(o) "Unit Operating Agreement" is the agreement entered into by and between the Unit Operator and the Working Interest Owners as provided in Section 9, *infra*, and shall be styled "Unit Operating Agreement, East Shugart (Delaware) Unit, Eddy and Lea Counties, New Mexico".

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

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

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

(s) "Unit Operator" is the party designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations.

(t) "Unit Operations" is any operation conducted pursuant to this Agreement and the Unit Operating Agreement.

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

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

(w) "Effective Date" is the date determined in accordance with Section 24, or as redetermined in accordance with Section 38.

SECTION 3. EXHIBITS. The following exhibits are incorporated herein by reference:

Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said Unit Area to the extent known to the Unit Operator.

Exhibit "A-1" attached hereto is a schedule of tracts detailing well name, well status, operator prior to unitization, acreage attributable to the tracts, and location by county for each tract.

Exhibit "B" attached hereto is a schedule showing, to the extent known to the Unit Operator, the acreage comprising each Tract, percentages and types of ownership of oil and gas interests in each Tract, and participation factors for each Tract.

Exhibit "C" attached hereto recites the percentage of Unit Participation attributable to each Tract.

Exhibit "D" attached hereto is a schedule of all Unit owners showing their net revenue interests on a tract-by-tract basis and their total net revenue interest in the Unit.

Nothing herein or in said Exhibits shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said Exhibits as owned by such party. The shapes and descriptions of the respective Tracts have been established by using the best information available. Each Working Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest Owner's interest.

If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the Unit Operator, with the approval of the Working Interest Owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each other such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit. Not less than four copies shall be filed with the A.O. In any such revision, there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof.

SECTION 4. EXPANSION. The above described Unit Area may be expanded with the approval of the A.O. to include therein any

additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement; provided, however, in such expansion there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof. Pursuant to Subsection (b), the Working Interest Owners may agree upon an adjustment of investment by reason of the expansion. Such expansion shall be effected in the following manner:

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

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

1. After obtaining preliminary concurrence by the A.O., prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional Tract or Tracts, the Tract Participation to be assigned thereto and the proposed effective date thereof; and

2. Deliver copies of said notice to the A.O. at the proper BLM Office, to each Working Interest Owner, and to the last known address of each party hereto whose interests are affected, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and

3. Upon the expiration of said thirty (30) day period as set out in (2) immediately above, file the following with the A.O.: (a) evidence of mailing or delivering copies of said notice of expansion; (b) an application for approval of such expansion; (c) an instrument containing the appropriate joinders in compliance with the participation requirements of Section 14, and Section 34, *infra*; and (d) a copy of all objections

received along with the Unit Operator's response thereto.

After due consideration of all pertinent information and approval by the A.O., the expansion shall become effective as of the date prescribed in the notice thereof, preferably the first day of the month subsequent to the date of notice. The revised Tract Participation of the respective Tracts included within the Unit Area prior to such enlargement shall remain in the same ratio one to another.

SECTION 5. UNITIZED LAND. All land committed to this Agreement as to the Unitized Formation shall constitute land referred to herein as "Unitized Land" or "Land subject to this Agreement". Nothing herein shall be construed to unitize, pool, or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Unitized Formation as defined in Section 2(f) of this Agreement.

SECTION 6. UNIT OPERATOR. St. Mary Land & Exploration Company is hereby designated the Unit Operator, and by signing this instrument as Unit Operator, agrees and consents to accept the duties and obligations of Unit Operator for the operation, development, and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in Unitized Substances. The term "Working Interest Owner" when used herein shall include the Unit Operator as the owner of a Working Interest.

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

SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective for a period of three (3) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners and the A.O. unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Upon default or failure in the performance of its duties and obligations hereunder, the Unit Operator shall be subject to removal by Working Interest Owners having in the aggregate eighty-five percent (85%) or more of the Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the A.O.

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

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

The resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest as the owner of a Working Interest or other interest in Unitized Substances.

SECTION 8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the A.O. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the A.O., at his or her election, may declare this Agreement terminated.

In selecting a successor Unit Operator, the affirmative vote of three or more Working Interest Owners having a total of sixty-five percent (65%) or more of the total Unit Participation shall prevail; provided that if any one Working Interest Owner has a Unit Participation of more than thirty-five percent (35%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one or more other Working Interest Owners having a total Unit Participation of at least five percent (5%). If the Unit Operator who is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of the owners of at least seventy-five percent (75%) of the Unit Participation

remaining after excluding the Unit Participation of Unit Operator so removed.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. Costs and expenses incurred by Unit Operator prior to unitization in preparation for unitization and in conducting Unit Operations hereunder shall be apportioned among and paid by the Working Interest Owners in accordance with the Unit Operating Agreement. Such Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases or other contracts. The Unit Operating Agreement shall set out other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by such parties; however, the Unit Operating Agreement shall not be deemed either to modify any of the terms and conditions of this Agreement or to relieve the Unit Operator of any right or obligation established under this Agreement. In case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Agreement shall prevail. Copies of the Unit Operating Agreement executed pursuant to this Section shall be filed with the A.O. at the proper BLM Office as required prior to approval of this Agreement.

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

SECTION 11. PLAN OF OPERATIONS. It is recognized and agreed by the parties hereto that all of the land subject to this Agreement is reasonably proved to be productive of Unitized Substances and that the object and purpose of this Agreement is to formulate and to put into effect an improved recovery project in order to effect additional recovery of Unitized Substances, prevent waste and conserve natural resources. Unit Operator shall have the right to inject into the Unitized Formation any substances for secondary recovery or enhanced recovery purposes in

accordance with a plan of operation approved by the Working Interest Owners, the A.O., and the Division, including the right to drill and maintain injection wells on the Unitized Land and completed in the Unitized Formation, and to use abandoned well or wells producing from the Unitized Formation for said purpose. Subject to like approval, the Plan of Operation may be revised as conditions may warrant.

The initial Plan of Operation shall be filed with the A.O. and the Division concurrently with the filing of the Unit Agreement for final approval. Said initial plan of operations and all revisions thereof shall be as complete and adequate as the A.O. and the Division may determine to be necessary for timely operation consistent herewith. Upon approval of this Agreement and the initial plan by the A.O. and the Division, said plan and all subsequently approved plans shall constitute the operating obligations of the Unit Operator under this Agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for like approval a plan for an additional specified period of operations. After such operations are commenced, reasonable diligence shall be exercised by the Unit Operator in complying with the obligations of the approved Plan of Operation.

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

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

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

Unit Operator shall pay the surface owner for damages to growing crops, fences, improvements, and structures on the Unitized Land that result from Unit Operations, and such payments shall be considered as items of Unit Expense to be borne by all the Working Interest Owners.

SECTION 13. TRACT PARTICIPATION. In Exhibit "C" attached hereto there are listed and numbered the various Tracts within the Unit Area. Set forth opposite each Tract are figures which

represent the Tract Participation during Unit Operations if all Tracts in the Unit Area qualify as provided herein. The Tract Participation of each Tract as shown in Exhibit "C" was determined in accordance with the following formula:

Factor A: 5% of Total Tract Participation
Total number of acres attributable to the Tract divided by the total number of acres in the Unit Area.

Factor B: 15% of Total Tract Participation
Total cumulative oil production from the Unitized Formation in each Tract as of June 1, 1998 divided by the total cumulative oil production from the Unitized Formation within the Unit Area as of June 1, 1998.

Factor C: 25% of Total Tract Participation
Rate of oil production from the Unitized Formation in each Tract as determined by average barrels of oil produced each month from January through May, 1998 divided by the total rate of oil production from the Unitized Formation within the Unit Area for the same period of time.

Factor D: 40% of Total Tract Participation
Original oil in place in the Unitized Formation in each Tract as determined by the reservoir simulation study, East Shugart (Delaware) Field, June 8, 1998, Petroleum Consulting & Engineering, Inc., divided by the original oil in place in the Unitized Formation within the Unit Area as determined by said study.

Factor E: 15% of Total Tract Participation
Remaining primary oil reserves from the Unitized Formation in each Tract beginning July 1, 1998 as determined by the reservoir simulation study, East Shugart (Delaware) Field, June 8, 1998, Petroleum Consulting & Engineering, Inc., divided by the remaining primary oil reserves from the Unitized Formation within the Unit Area beginning July 1, 1998 as determined by said study.

Tract Participation for each Tract shall equal the total percentages represented by the sum of percentages resulting from the calculations contemplated in Factors A through E above.

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

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

(a) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement and as to which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become parties to this Agreement.

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this Agreement, and as to which (1) the Working Interest Owner who operates the Tract and Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract have joined in a request for the inclusion of such Tract, and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the combined Unit Participation in all Tracts that meet the requirements of Section 14(a) above have voted in favor of the inclusion of such Tract.

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this Agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (1) the Working Interest Owner who operates the Tract and Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract who have become parties to this Agreement have joined in a request for inclusion of such Tract, and have executed and delivered, or obligated themselves to execute and deliver an indemnity agreement indemnifying and agreeing to hold harmless the other owners of committed Working Interests, their successors and assigns, against all claims and demands that may be made by the owners of Working Interest in such Tract who are not parties to this Agreement, and which arise out of the inclusion of the Tract; and as to which (2) Working Interest Owners owning at least

seventy-five percent (75%) of the Unit Participation in all Tracts that meet the requirements of Section 14 (a) and 14 (b) have voted in favor of the inclusion of such Tract and to accept the indemnity agreement. Upon the inclusion of such a Tract, the Tract Participation which would have been attributed to the nonsubscribing owners of Working Interest in such Tract, had they become parties to this Agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreements, and joined in the indemnity agreement, in proportion to their respective Working Interests in the Tract.

On the Effective Date of this Agreement, if there is any Tract or Tracts which have not been effectively committed to or made subject to this Agreement by qualifying as above provided, then such Tract or Tracts shall not be entitled to participate hereunder. When submitting this Agreement for final approval by the A.O., Unit Operator shall file therewith a schedule of those Tracts which have been committed and made subject to this Agreement and are entitled to participate in Unitized Substances.

Said schedule shall set forth opposite each such committed Tract the lease number, the owner of record of the lease, and the percentage participation of such Tract which shall be computed according to the participation formula set forth in Section 13 (Tract Participation) above. This schedule of participation shall be revised Exhibit "B". Upon approval thereof by the A.O., it shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until a new schedule is approved by the A.O.

SECTION 15.A. ALLOCATION OF UNITIZED SUBSTANCES. With the exception of any Unitized Substances used in conformity with good operating practices on Unitized Land for drilling, operating, camp and other production or development purposes and for injection or which is unavoidably lost in accordance with a Plan of Operation approved by the A.O. all Unitized Substances produced and saved shall be apportioned among and allocated to the qualified Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B". The amount of Unitized Substances so allocated to each Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

The Unitized Substances allocated to each Tract shall be distributed among, or accounted for, to the parties entitled to share in the production from such Tract in the same manner, in the

same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tracts, or in the proceeds thereof, had this Agreement not been entered into; and with the same legal force and effect.

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

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

SECTION 15.B. TAKING UNITIZED SUBSTANCES IN KIND. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within the Unitized Area, provided the same are so constructed, maintained and operated as not to interfere with Unit Operations. Subject to Section 17 hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party taking delivery. In the event any Working Interest Owner shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unitized Formation then so long as such condition continues, Unit Operator, for the account and at the expense of the Working Interest Owner of the Tract or Tracts concerned, and in order to avoid curtailing the production of the Unit Area, may, but shall not be required to, sell or otherwise dispose of such production to itself or to others. All contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances. The price received under such contracts shall not be less than the prevailing market price in the area for like production. The account of such Working Interest Owner shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of the Tract or Tracts concerned. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's share of gas production without first giving such Working Interest Owner sixty (60) days notice of such intended sale.

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

If, after the Effective Date of this Agreement, there is any Tract or Tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any Tract or Tracts within the Unit Area not committed hereto as of the Effective Date hereof but which are subsequently committed hereto under the provisions of Section 14 (Tracts Qualified for Participation) and Section 32 (Nonjoinder and Subsequent Joinder); or if any Tract is excluded from this Agreement as provided for in Section 21 (Loss of Title), the schedule of participation as shown in Exhibits "B" and "D" shall be revised by the Unit Operator; upon approval by the A.O., the revised Exhibits "B" and "D" shall govern the allocation of production on and after the effective date thereof until a revised schedule is approved as hereinabove provided.

SECTION 16. OUTSIDE SUBSTANCES. If gas obtained from formations not subject to this Agreement is introduced into the Unitized Formation for use in repressuring, stimulating of production or increasing ultimate recovery (which shall be in conformity with a Plan of Operation first approved by the A.O.), a like amount of gas with appropriate deduction for loss or depletion from any cause may be withdrawn from unit wells completed in the Unitized Formation royalty free as to dry gas, but not royalty free as to the products extracted therefrom. Such withdrawal shall be at such time as may be provided in the approved Plan of Operation or as otherwise may be consented to or prescribed by the A.O. as conforming to good petroleum engineering practices. Such right of withdrawal shall terminate on the termination date of this Agreement.

SECTION 17. ROYALTY SETTLEMENT. The United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such Tract. Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for Unitized

Substances produced during the preceding calendar month. However, nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any Royalty due under the leases, except that such Royalty shall be computed on Unitized Substances as allocated to each Tract in accordance with the terms of this Agreement. With respect to Federal leases committed hereto on which the royalty rate depends upon the daily average production per well, such average production shall be determined in accordance with the operating regulations pertaining to Federal leases as though the committed Tracts were included in a single consolidated lease.

If the amount of production or the proceeds thereof accruing to any Royalty Owner (except the United States of America) in a Tract depends upon the average production per well or the average pipeline runs per well from such Tract during any period of time, then such production shall be determined from and after the Effective Date hereof by dividing the quantity of Unitized Substances allocated hereunder to such Tract during such period of time by the number of wells located thereon capable of producing Unitized Substances as of the Effective Date hereof. Any Tract not having any well so capable of producing Unitized Substances on the Effective Date hereof shall be considered as having one such well for the purpose of this provision.

All Royalty due the United States of America and the other Royalty Owners hereunder shall be computed and paid on the basis of all Unitized Substances allocated to the respective Tract or Tracts committed hereto in lieu of actual production from such Tract or Tracts.

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

Each Royalty Owner (other than the United States of America) that executes this Agreement represents and warrants that it is the owner of a Royalty Interest in a Tract or Tracts within the Unit Area as its interest appears in Exhibit "D" attached hereto. During the term of this Agreement, if any Royalty Interest in a Tract or Tracts should be lost by title failure or otherwise in whole or in part, then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

SECTION 18. RENTAL SETTLEMENT. Rentals or minimum royalties due on the leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts,

laws and regulations. Nothing herein contained shall operate to relieve the lessees of any lease from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. With respect to lands of the United States of America subject to this Agreement, rental or minimum royalty shall be paid at the rate specified in the respective leases from the United States of America, unless such rental or minimum royalty is waived, suspended or reduced by law or by approval of the Secretary or his duly authorized representative.

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

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

Upon approval by the Working Interest Owners and the A.O., the Unit Operator is hereby empowered to enter into a borderline agreement or agreements with working interest owners of adjoining lands not subject to this Agreement with respect to operation in the border area for the maximum economic recovery, conservation purposes and proper protection of the parties and interest affected.

SECTION 21. LOSS OF TITLE. In the event title to any Tract of Unitized Land shall fail and the true owner cannot be induced to join in this Agreement, such Tract shall be regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any Royalty, Working Interest, or other interests subject hereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled. However, as to Federal lands or leases, no payments of funds due the United States shall be withheld, but such funds shall be deposited as directed by the A.O. to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

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

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgement of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners. Upon such conclusion, the proceeds so impounded shall be paid to the party rightfully entitled thereto.

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

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

SECTION 22. LEASES AND CONTRACTS CONFORMED AND EXTENDED.
The terms, conditions and provisions of all leases, subleases and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof. Otherwise such instruments shall remain in full force and effect. The Secretary, by his or her approval hereof, or by the approval hereof by his or her duly authorized representatives, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty and royalty requirements of Federal leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this Agreement.

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

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

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

(c) Suspension of drilling or producing operations within the Unit Area pursuant to direction or consent of the A.O., or his or her duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each Tract within the Unitized Area.

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

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

SECTION 23. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this Agreement terminates. Any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument or transfer; and no assignment or transfer of any Royalty Interest subject hereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, or

acceptable photostatic or certified copy, of the recorded instrument or transfer.

SECTION 24. EFFECTIVE DATE AND TERM. This Agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective on the first day of the calendar month next following the approval of this Agreement by the A.O. and the Division.

If this Agreement does not become effective on or before January 1, 2000, it shall *ipso facto* expire on said date (hereinafter call "Expiration Date") and thereafter be of no further force or effect, unless prior thereto this Agreement has been executed or ratified by Working Interest Owners owning a combined Participation of at least seventy-five percent (75%); and at least seventy-five percent (75%) of such Working Interest Owners committed to this Agreement have decided to extend Expiration Date for a period not to exceed one (1) year (hereinafter called "Extended Expiration Date"). If the Expiration Date is so extended and this Agreement does not become effective on or before the Extended Expiration Date, it shall *ipso facto* expire on Extended Expiration Date and thereafter be of no further force and effect.

Unit Operator shall file for record within thirty (30) days after the Effective Date of this Agreement, in the office of the County Clerks of Eddy and Lea Counties, New Mexico, a counterpart of this Agreement stating that this Agreement has become effective according to its terms and stating further the Effective Date.

The terms of this Agreement shall be for and during the time that Unitized Substances are produced from the Unitized Land and so long thereafter as drilling, reworking or other operations (including improved recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days unless sooner terminated as herein provided.

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

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

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

SECTION 25. RATE OF PROSPECTING, DEVELOPMENT & PRODUCTION. All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statutes. The A.O. is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Division to alter or modify the quantity and rate of production under this Agreement. Such authority is hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification.

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

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

SECTION 27. APPEARANCES. Unit Operator shall have the right to appear for or on behalf of any interests affected hereby before the Department and the Division, and to appeal any order issued under the rules and regulations of the Department or the Division, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Department or the Division or any other legally constituted authority. However, any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.

SECTION 28. NOTICES. All notices, demands, objections, or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and

delivered to the party or parties or sent by postpaid certified or registered mail, courier service, or by facsimile addressed to such party or parties at their last known address set forth in connection with the signatures hereto or to the ratification or consent hereof, or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand, or statement.

SECTION 29. NO WAIVER OF CERTAIN RIGHTS. Nothing in this Agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said Unitized Lands are located, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive. However, each party hereto covenants that it will not resort to any action to partition the Unitized Land or the Unit Equipment.

SECTION 30. EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this Agreement various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be placed and used upon the Unitized Land as now or hereafter constituted. Therefore, for all purposes of this Agreement, any such equipment shall be considered to be personal property and not fixtures attached to realty. Accordingly, said well and lease equipment and personal property is hereby severed from the mineral estates affected by this Agreement, and it is agreed that any such equipment and personal property shall be and remain personal property of the Working Interest Owners for all purposes.

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

SECTION 32. NONJOINDER AND SUBSEQUENT JOINDER. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to this Agreement by a Working Interest Owner,

at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this Agreement.

Any oil or gas interest in the Unitized Formations not committed hereto prior to submission of this Agreement to the A.O. for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Participation) hereof, at any time up to the Effective Date hereof on the same basis of Tract Participation as provided in Section 13, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this Agreement. If the interest is a Working Interest, the owner of such interest must also subscribe to the Unit Operating Agreement.

It is understood and agreed, however, that from and after the Effective Date hereof the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning not less than sixty-five percent (65%) of the Unit Participation then in effect, and approved by the A.O. Such subsequent joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this Agreement and the Unit Operating Agreement. Where State or Federal land is involved, such joinder must be approved by the A.O. Such joinder by a proposed Royalty Owner must be evidenced by his execution, ratification or consent of this Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall be effective as of the first day of the month following the filing with the A.O. of duly executed counterparts of any and all documents necessary to establish effective commitment of any Tract or interest to this Agreement, unless objection to such joinder by the A.O. is duly made sixty (60) days after such filing.

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

SECTION 34. JOINDER IN DUAL CAPACITY. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such party. If the party is the owner of a Working Interest, he must also execute the Unit Operating Agreement.

SECTION 35. TAXES. Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the Unitized Land. If it is required or if it is determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the parties hereto, including Royalty Owners, who may be responsible for the taxes on their respective allocated share of said Unitized Substances. No taxes shall be charged to the United States, nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.

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

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

If, as of the Effective Date hereof, any Tract is overproduced with respect to the allowable of the wells on that Tract and the amount of over-production has been sold or otherwise disposed of, such over-production shall be regarded as a part of the Unitized Substances produced after the Effective Date hereof

and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

SECTION 38. STATUTORY UNITIZATION. If and when Working Interest Owners owning at least seventy-five percent (75%) Unit Participation and Royalty Owners owning at least seventy-five percent (75%) Royalty Interest have become parties to this Agreement or have approved this Agreement in writing and such Working Interest Owners have also become parties to the Unit Operating Agreement, Unit Operator may make application to the Division for statutory unitization of the uncommitted interests pursuant to the Statutory Unitization Act (NMSA 1978 §§70-7-1 *et seq.*). If such application is made and statutory unitization is approved by the Division, then effective as of the date of the Division's order approving statutory unitization, this Agreement and/or the Unit Operating Agreement shall automatically be revised and/or amended in accordance with the following:

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

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

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

"SECTION 24. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day of the calendar month next following the effective date of the Division's order approving statutory unitization upon the terms and conditions of this Agreement, as amended (if any amendment is necessary) to conform to the Division's order, approval of this Agreement as so amended by the A.O., and the recording by Unit Operator of this Agreement or notice thereof in the office of the County Clerk of Eddy and Lea Counties, New Mexico. Unit Operator shall not record this Agreement or notice thereof, and hence this Agreement shall not become effective, unless within ninety (90) days after the date all other prerequisites for effectiveness of this Agreement have been satisfied, such filing is approved by Working Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) as to all Tracts within the Unit Area.

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

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

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

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

(b) If any amendment of this Agreement and/or the 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.

UNIT OPERATOR:

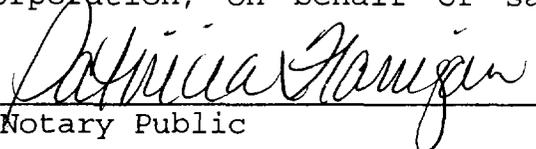
ST. MARY LAND & EXPLORATION COMPANY

By: 
Milam Randolph Pharo
Vice President - Land & Legal

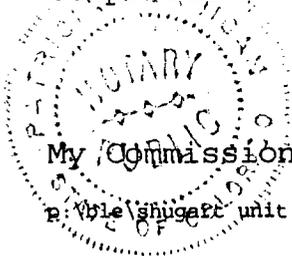
Date: 2/26/99

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26 day of February, 1999, by Milam Randolph Pharo Randolph Pharo, Vice President - Land & Legal of ST. MARY LAND & EXPLORATION COMPANY, a Delaware corporation, on behalf of said corporation.



Notary Public



My Commission Expires: May 15, 1999

able shugart unit agreement

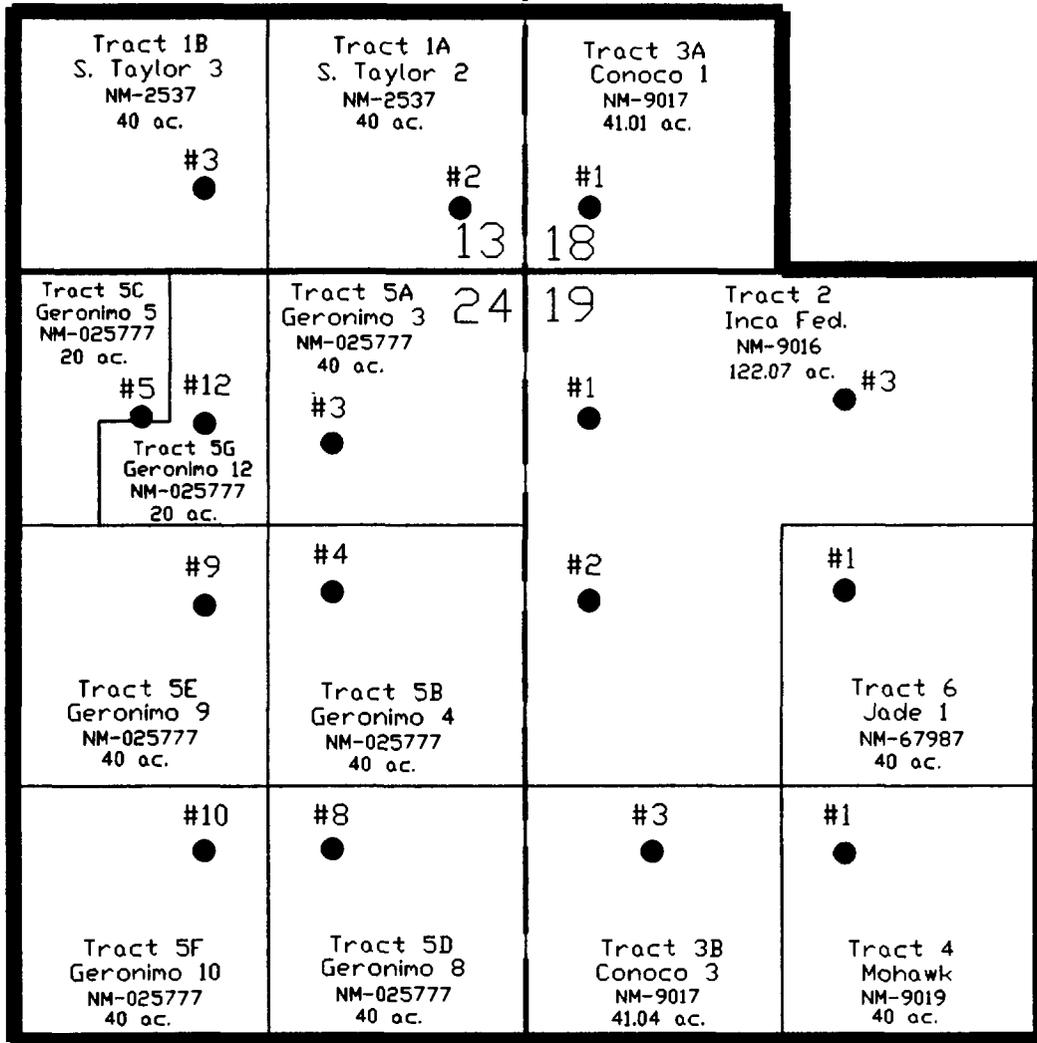
EXHIBIT A

R 31 E

R 32 E

T 18 S

T 18 S



EDDY COUNTY

LEA COUNTY

604.12 ACRES

ST. MARY LAND & EXPLORATION COMPANY
EAST SHUGART (DELAWARE) UNIT
EDDY & LEA COUNTIES, NEW MEXICO



PROPOSED UNIT BOUNDARY

SCALE: 1" = 1000'

EXHIBIT "A-1"

EAST SHUGART (DELAWARE) UNIT

TRACT DESCRIPTIONS

Tract No.	Tract Name	Status	Tract Operator	Acres	County
1A	S. Taylor 2	HBP	Harvey E. Yates Company	40.00	Eddy
1B	S. Taylor 3	HBP	Harvey E. Yates Company	40.00	Eddy
2	Inca Fed	HBP	St. Mary Land & Exploration Company	122.07	Lea
3A	Conoco 1	HBP	St. Mary Land & Exploration Company	41.01	Lea
3B	Conoco 3	HBP	St. Mary Land & Exploration Company	41.04	Lea
4	Mohawk 1	HBP	St. Mary Land & Exploration Company	40.00	Lea
5A	Geronimo 3	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5B	Geronimo 4	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5C	Geronimo 5	HBP	St. Mary Land & Exploration Company	20.00	Eddy
5D	Geronimo 8	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5E	Geronimo 9	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5F	Geronimo 10	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5G	Geronimo 12	HBP	St. Mary Land & Exploration Company	20.00	Eddy
6	Jade 1	HBP	St. Mary Land & Exploration Company	40.00	Lea
				604.12	
Total Federal Acres:		604.12			
Total State Acres		0			
Total Fee Acres		0			
Total Unit Acres		604.12			

EXHIBIT "B"

EAST SHUGART (DELAWARE) UNIT
LEA AND EDDY COUNTIES, NEW MEXICO

TRACT NO.	TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. & EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY/CARRIED WORKING INTEREST OWNER AND PERCENTAGE		WORKING INTEREST
1A	S. Taylor No. 2	T18S, R31E Section 13: SE/4 SE/4 Eddy County, New Mexico	40	NM - 2537 HBP	United States of America - 12.5%	Harvey E. Yates Co. (42.081804%); Yates Energy Corp. (19.845696%); Explorers Petroleum Corp. (5.56375%); Spiral Inc. (5.56375%); Stelaron Inc. (25%); Heyco Employees, Ltd. (1.90125%)	Global Natural Resources Corporation of Nevada et al 5.687500%		Harvey E. Yates Co. et al
1B	S. Taylor No. 3	T18S, R31E Section 13: SW/4 SE/4 Eddy County, New Mexico	40	NM - 2537 HBP	United States of America - 12.5%	Harvey E. Yates Co. (42.081804%); Yates Energy Corp. (19.845696%); Explorers Petroleum Corp. (5.56375%); Spiral Inc. (5.56375%); Stelaron Inc. (25%); Heyco Employees, Ltd. (1.90125%)	Global Natural Resources Corporation of Nevada et al 5.687500%		Harvey E. Yates Co. et al
2	Inca Federal	T18S, R32E Section 19: Lots 1 & 2 (W/2 NW/4) and NE/4 NW/4 Lea County, New Mexico	122.07	NM-9016 HBP	United States of America *Step Scale 12.5 - 32% George H. Hunker (25%)	Curry & Thornton (25%); St. Mary Land & Exploration Company et al - 12.5% Siete Oil & Gas Corp. (50%)			St. Mary Land & Exploration Company et al
3A	Conoco No. 1	T18S, R32E Section 18: Lot 4 (SW/4 SW/4) Lea County, New Mexico	41.01	NM - 9017 HBP	United States of America *Step Scale 12.5 - 32%	Conoco, Inc.	Five States 1994-E, Ltd. - 12.5%		Higgins Trust, Inc. et al - 1
3B	Conoco No. 3	T18S, R32E Section 19: Lot 3 (NW/4 SW/4) Lea County, New Mexico	41.04	NM - 9017 HBP	United State of America *Step Scale 12.5 - 32%	Conoco, Inc.			St. Mary Land & Exploration Company et al - 12.5%

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TRACT NO.	TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. & EFFECTIVE DATE		BASIC ROYALTY OWNER AND PERCENTAGE		LESSEE OF RECORD	OVERRIDING ROYALTY/CARRIED WORKING INTEREST OWNER AND PERCENTAGE		WORKING INTEREST OWNER AND PERCENTAGE		PARTICIPATION OF TRACT IN UNIT
				DATE	DATE	PERCENTAGE	PERCENTAGE		PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE	
4	Mohawk No. 1	T18S, R32E Section 19: NE/4 SW/4 Lea County, New Mexico	40	NM - 9019 HBP		United States of America - *12.5%;		Gladys Shannon (1%); Elizabeth S. Borgaard (1.21875%); David T. Edwards (1.21875%); Kate N. Edwards (2.4375%); William J. Casey (3.125%); Mildred M. Trammell (3.125%); Trammell Estate (3.125%); Nicholas R. Dupont (20.3125%); E. J. McCurdy Est. (65.0625%)	St. Mary Land & Exploration Company et al - 12.5%		St. Mary Land & Exploration Company et al - 100%		0.02784
5A	Gerónimo No. 3	T18S, R31E Section 24: NE/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 HBP		United States of America - *12.5%		18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%		St. Mary Land & Exploration Company et al - 100%		0.12367000
5B	Gerónimo No. 4	T18S, R31E Section 24: SE/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 HBP		United States of America - *12.5%		18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%		St. Mary Land & Exploration Company et al - 100%		0.08685000
5C	Gerónimo No. 5	T18S, R31E Section 24: Part of NW/4 NE/4 Eddy County, New Mexico	20	NM NM-025777 HBP		United States of America - *12.5%		18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%		St. Mary Land & Exploration Company et al - 100%		0.02293500
5D	Gerónimo No. 8	T18S, R31E Section 24: NE/4 SE/4 Eddy County, New Mexico	40	NM NM-025777 HBP		United States of America - *12.5%		18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%		St. Mary Land & Exploration Company et al - 100%		0.03188000
5E	Gerónimo No. 9	T18S, R31E Section 24: SW/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 HBP		United States of America - *12.5%		18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%		St. Mary Land & Exploration Company et al - 100%		0.06723000
5F	Gerónimo No. 10	T18S, R31E Section 24: NW/4 SE/4 Eddy County, New Mexico	40	NM NM-025777 HBP		United States of America - *12.5%		18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%		St. Mary Land & Exploration Company et al - 100%		0.02345500
5G	Gerónimo No. 12	T18S, R31E Section 24: Part of the NW/4 NE/4 Eddy County, New Mexico	20	NM NM-025777 HBP		United States of America - *12.5%		18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%		St. Mary Land & Exploration Company et al - 100%		0.02181000
6	Jade No. 1	T18S, R32E Section 19: SE/4 NW/4 Lea County, New Mexico	40	NM - 67987 HBP		United States of America - Oil: *Step-Scale 12.5% - 17%; Gas: 12.5%		Intoil, Inc. (50%); Slate Oil & Gas Corp. (50%)	St. Mary Land & Exploration Company et al - 1.875%		St. Mary Land & Exploration Company et al - 100%		0.09090500
			Total Unit Acres:			604.12							1.00000000

*Subject to Stripper Well
qualification on Oil

EXHIBIT "C"

East Shugart Delaware Unit							
Tract Participation Factors							
Tract No.	Tract Name	% of Acres	% of Cum Oil	% of Oil Rate	% of OOIP	% of Rem. Prim	Unit Participation
1A	S. Taylor 2	6.62%	8.99%	8.83%	6.24%	8.03%	7.5875%
1B	S. Taylor 3	6.62%	0.00%	0.00%	3.32%	0.00%	1.6590%
2	Inca Fed	20.21%	28.95%	28.07%	26.62%	24.54%	26.6995%
3A	Conoco 1	6.79%	10.77%	11.10%	5.09%	11.76%	8.5300%
3B	Conoco 3	6.80%	2.86%	5.18%	6.75%	7.35%	5.8665%
4	Mohawk 1	6.62%	1.40%	2.25%	3.32%	2.35%	2.7840%
5A	Geronimo 3	6.62%	15.95%	12.37%	11.15%	13.94%	12.3670%
5B	Geronimo 4	6.62%	9.92%	6.02%	10.92%	6.62%	8.6850%
5C	Geronimo 5	3.31%	2.93%	1.75%	3.06%	0.18%	2.2935%
5D	Geronimo 8	6.62%	2.09%	2.59%	4.26%	1.28%	3.1880%
5E	Geronimo 9	6.62%	5.47%	6.65%	6.69%	8.22%	6.7230%
5F	Geronimo 10	6.62%	1.42%	2.39%	2.23%	2.08%	2.3455%
5G	Geronimo 12	3.31%	1.83%	1.75%	3.06%	0.53%	2.1810%
6	Jade 1	6.62%	7.42%	11.05%	7.29%	13.12%	9.0905%
		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Participation Formula: (5% X Acres) + (15% X Cum Oil) + (25% X Oil Rate) + (40% X OOIP) + (15% X Rem. Prim)							
Acres = Number of acres within the tract.							
Cum Oil = Amount of Primary oil produced as of 6/1/98.							
Oil Rate = Average daily production rate from 1/98 through 5/98.							
OOIP = Original Oil In Place.							
Rem. Prim. = Remaining unproduced primary reserves.							

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[GAS ONLY]

OWNER	S. Taylor 13 #2		S. Taylor 13 #3		Inca Fed Tract 2	Conoco 1		Conoco 3		Mohawk		Geronimo 3		Geronimo 4		Geronimo 5		Geronimo 8		Geronimo 9		Geronimo 10		Geronimo 12		Jade 1	Total Unit Participation	
	Tract 1A	NRI	Tract 1B	NRI		Tract 3A	Tract 3B	Tract 3C	Tract 4	Tract 5A	Tract 5B	Tract 5C	Tract 5D	Tract 5E	Tract 5F	Tract 5G	Tract 5H	Tract 5I	Tract 5J	Tract 5K	Tract 5L	Tract 5M	Tract 5N	Tract 5O	Tract 5P	Tract 5Q		Tract 5R
Riverhill Energy Corporation					0.01902339																							0.04897198
St. Mary Land & Exploration Company					0.17121054																							0.44074800
Hare Production Company																												0.00138977
Ted E. Bacil																												0.00496563
Norman Barker																												0.02407943
Floyd A. Blakeney																												0.01227229
Borica Oil, Inc.																												0.00300993
Harrington Trust																												0.00447370
NM&T Resources, LLC																												0.00851744
Paula S. Campbell																												0.00141957
Brian D. Kantor, Successor to Del Lane																												0.00117068
Dr. Michael Norton, III																												0.01593299
Troy or Sandra Oney																												0.00092753
Leonard Schaeen																												0.00291423
Barbara A. Schatz, Trustee of the Schatz Management Trust UTA 9/1/92																												0.00601986
Edwin G. Wallace																												0.0087279
William Nickey																												0.00106553
Gary Keith Tannahill, Barbara Carthell Mathis and Amarillo National Bank, Co-Trustees w/w/o Chester Francis Carthel, dec'd f/w/o Olga Eudora Tannahill Mathis																												0.00046340
Gary Keith Tannahill, Barbara Carthell Mathis and Amarillo National Bank, Co-Trustees w/w/o Chester Francis Carthel, dec'd f/w/o Theodore H. Carthell																												0.00046340
Don L. Lee																												0.00046340
Richard E. O'Connell																												0.00185361
Gwendolyn Manning Williams																												0.00902978
Leslie Fisher																												0.00050423
E. & S. L.L.C.																												0.00863309
Dean Kinsolving																												0.00802060
Patrick J. Morello																												0.00104156
David J. Mossler																												0.00300993
John & Alice Sharp																												0.00143175
Steve or Lola Bell																												0.00030924
Nelson B. Alpers, Trustee of the Nelson B. Alpers Family Trust UTA 5/12/97																												0.00032669
John V. Fox																												0.00008796
Patricia K. Jennings																												0.00180133
J. David Wraether, Jr.																												0.00094146
Gene Shumate																												0.00024330
Five States 1994-E Ltd.																												0.01599375
Five States 1995-B Ltd.																												0.00799688
Five States 1995-D Ltd.																												0.00146377
J. E. Cieszinski																												0.03977094
Intoil, Inc.																												0.01999556
Nortex Corporation																												0.03124783
Harvey E. Yates Company																												0.00000000

OWNER	S. Taylor 13 #2 Tract 1A	S. Taylor 13 #3 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronimo 3 Tract 5A	Geronimo 4 Tract 5B	Geronimo 5 Tract 5C	Geronimo 8 Tract 5D	Geronimo 9 Tract 5E	Geronimo 10* Tract 5F	Geronimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation	
Spiral, Inc.	WI 0.00338775	NRI 0.00074073	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	0.00412848
Explorers Petroleum Corp.	WI 0.00115767	WI 0.00025312														0.00141079
HEYCO Employees Ltd.	WI 0.00818800	WI 0.00179030														0.00997830
Yates Energy Corporation	WI 0.00390473	WI 0.00085377														0.00475850
Jalapeño Corporation	WI 0.06207523	WI 0.01357269														0.76624518
TOTAL WI																
Riverhill Energy Corporation	ORI 0.00076604	ORI 0.00669447	ORI 0.00002224	ORI 0.00000711	ORI 0.00024100	ORI 0.00011437	ORI 0.00024734	ORI 0.00017370	ORI 0.00001290	ORI 0.00001793	ORI 0.00015127	ORI 0.00001759	ORI 0.00001227	ORI 0.00017045	ORI 0.000192486	0.00192486
St. Mary Land & Exploration Company	ORI 0.00002224	ORI 0.00000711	ORI 0.00000489	ORI 0.00000489	ORI 0.00000232	ORI 0.00004416	ORI 0.00004416	ORI 0.00003101	ORI 0.00000819	ORI 0.00001138	ORI 0.00002401	ORI 0.00000838	ORI 0.00000779	ORI 0.00000000	ORI 0.00017151	0.00017148
Mary Elizabeth Balish	ORI 0.00002224	ORI 0.00000711	ORI 0.00000489	ORI 0.00000489	ORI 0.00000232	ORI 0.00004416	ORI 0.00004416	ORI 0.00003102	ORI 0.00000819	ORI 0.00001139	ORI 0.00002401	ORI 0.00000838	ORI 0.00000779	ORI 0.00000000	ORI 0.00017151	0.00017151
Karen Elizabeth Charles	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00026554
Gerald E. and Emma Patricia Harrington Trust	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00026554
Higgins Trust, Inc.	ORI 0.00066749	ORI 0.00021325	ORI 0.00014666	ORI 0.00006960	ORI 0.00021519	ORI 0.0005112	ORI 0.00038409	ORI 0.00010143	ORI 0.00014099	ORI 0.00029732	ORI 0.00010373	ORI 0.00009645	ORI 0.00167095	ORI 0.00167095	ORI 0.00167095	0.00167095
E. Bernard Johnston	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00167095
Mary Ellen Johnston	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00167095
Ray F. Lewis, Jr.	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00026554
Margaret Masters	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00026554
Michael R. McGuire	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00026554
Margaret H. Naylor Revocable Trust	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00026554
Wendell W. Iverson, Trustee of the PIP 1990 Trust	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00045656
Rojo Inc.	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00131674
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00045656
Katherine Mary Scott	ORI 0.00002224	ORI 0.00000711	ORI 0.00000489	ORI 0.00000232	ORI 0.00014943	ORI 0.00010494	ORI 0.00003102	ORI 0.00000819	ORI 0.00001139	ORI 0.00002401	ORI 0.00002401	ORI 0.00000838	ORI 0.00000779	ORI 0.00017151	ORI 0.00017151	0.00017151
Phoebe Shelton	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00126384
Ralph A. Shugart Trust	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00334191
Clifton E. Shumate	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00001889
Betty Balsh Strohmeier Estate	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00051454
Wendell W. Iverson, Trustee of the WWI 1990 Trust	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00045655
Myrtle M. Westall Revocable Trust	ORI 0.00033374	ORI 0.00010663	ORI 0.00007333	ORI 0.00003480	ORI 0.00006926	ORI 0.00004854	ORI 0.00001284	ORI 0.00001785	ORI 0.00003765	ORI 0.00003765	ORI 0.00003765	ORI 0.00001313	ORI 0.00001221	ORI 0.00011581	ORI 0.00011581	0.00011581
George Westall	ORI 0.00039109	ORI 0.00011452	ORI 0.00007876	ORI 0.00003738	ORI 0.00013851	ORI 0.00009727	ORI 0.00002569	ORI 0.00003571	ORI 0.00007530	ORI 0.00007530	ORI 0.00007530	ORI 0.00002627	ORI 0.00002443	ORI 0.00039109	ORI 0.00039109	0.00039109
Centennial	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00058913
Selma Andrews Trust #5188-01	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00045655
Graham Austin and Margaret Austin, Co-Trustees of the Austin Family Trust U/T/A 3/22/95	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00021158
Nancy Carter	ORI 0.00142882	ORI 0.00012329	ORI 0.00008479	ORI 0.00004024	ORI 0.00014943	ORI 0.00010494	ORI 0.00002771	ORI 0.00003852	ORI 0.00008124	ORI 0.00008124	ORI 0.00008124	ORI 0.00002834	ORI 0.00002636	ORI 0.00035429	ORI 0.00035429	0.00035429
Randy Gilmore Patterson	ORI 0.00006953	ORI 0.00002221	ORI 0.00001528	ORI 0.00000725	ORI 0.00014943	ORI 0.00010494	ORI 0.00002771	ORI 0.00003852	ORI 0.00008124	ORI 0.00008124	ORI 0.00008124	ORI 0.00002834	ORI 0.00002636	ORI 0.000167715	ORI 0.000167715	0.000167715
Jack W. McCaw	ORI 0.00006953	ORI 0.00002221	ORI 0.00001528	ORI 0.00000725	ORI 0.00014943	ORI 0.00010494	ORI 0.00002771	ORI 0.00003852	ORI 0.00008124	ORI 0.00008124	ORI 0.00008124	ORI 0.00002834	ORI 0.00002636	ORI 0.00011426	ORI 0.00011426	0.00011426
William C. White	ORI 0.00006953	ORI 0.00002221	ORI 0.00001528	ORI 0.00000725	ORI 0.00014943	ORI 0.00010494	ORI 0.00002771	ORI 0.00003852	ORI 0.00008124	ORI 0.00008124	ORI 0.00008124	ORI 0.00002834	ORI 0.00002636	ORI 0.0001426	ORI 0.0001426	0.0001426
Mary Kennedy Gore and Willa Kathryn Kennedy, equally	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	ORI	0.00034283
EHW, LLC, a New Mexico Limited Liability Company	ORI 0.00020860	ORI 0.00006664	ORI 0.00004583	ORI 0.00002175	ORI 0.00014943	ORI 0.00010494	ORI 0.00002771	ORI 0.00003852	ORI 0.00008124	ORI 0.00008124	ORI 0.00008124	ORI 0.00002834	ORI 0.00002636	ORI 0.00034283	ORI 0.00034283	0.00034283
Braille Institute of America Inc.	ORI 0.00030902	ORI 0.00009873	ORI 0.00006790	ORI 0.00003222	ORI 0.00014943	ORI 0.00010494	ORI 0.00002771	ORI 0.00003852	ORI 0.00008124	ORI 0.00008124	ORI 0.00008124	ORI 0.00002834	ORI 0.00002636	ORI 0.00050787	ORI 0.00050787	0.00050787
John Wallace Wallrich	ORI 0.00004173	ORI 0.00001333	ORI 0.00000917	ORI 0.00000435	ORI 0.00014943	ORI 0.00010494	ORI 0.00002771	ORI 0.00003852	ORI 0.00008124	ORI 0.00008124	ORI 0.00008124	ORI 0.00002834	ORI 0.00002636	ORI 0.0006858	ORI 0.0006858	0.0006858

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[GAS ONLY]

	S. Taylor 13 #2	S. Taylor 13 #3	Inca Fed	Conoco 1	Conoco 3	Mohawk	Geronimo 3	Geronimo 4	Geronimo 5	Geronimo 8	Geronimo 9	Geronimo 10*	Geronimo 12	Jade 1	Total Unit Participation
	Tract 1A NRI	Tract 1B NRI	Tract 2 NRI	Tract 3A NRI	Tract 3B NRI	Tract 4 NRI	Tract 5A NRI	Tract 5B NRI	Tract 5C NRI	Tract 5D NRI	Tract 5E NRI	Tract 5F NRI	Tract 5G NRI	Tract 6 NRI	NRI
OWNER															
Beverly Le Toumeau			0.00004173	0.00001333	0.00000917	0.00000435									0.00006858
William James Walllich, successor to			0.00004170	0.00001332	0.00000916	0.00000435									0.00006854
Eugene Walllich			0.00004170	0.00012328	0.000008479	0.00004024									0.00167713
J. W. Walllich, Jr.			0.00142882	0.00010663	0.00007333	0.00003480									0.00021476
Lucy McCauley				0.00453156											0.00453156
Loffland Limited Partnership				0.00226578											0.00226578
Five States 1994-E Ltd.															0.00266995
Five States 1995-B Ltd.															0.00266995
Five States 1995-D Ltd.															0.00266995
Paul J Anderson				0.00266995											0.00266995
Thomas R. Holloway				0.00266995											0.00266995
Deborah Fedric				0.00266995											0.00266995
T. E. Brown, Jr.				0.00156443	0.00016538	0.00007848									0.00291382
Orion Properties, Inc.				0.00075925											0.00157695
King Properties, Inc.				0.00157695											0.00157695
Clifton E. Shumate, Jr., Custodial Trustee for the Shareholders of Oil Royalties Corporation				0.00033374											0.00033374
Jack Folkner				0.00078219											0.00078219
Louise Folkner Lane				0.00039109											0.00039109
Robert L. Folkner				0.00007823											0.00007823
Mark Ryan Folkner				0.00007823											0.00007823
Carl Lewis Folkner, Jr.				0.00007823											0.00007823
Stephen Francis Folkner				0.00007823											0.00007823
John Christopher Folkner				0.00007823											0.00007823
George H. Hunker, Jr.				0.00266995	0.00329991	0.00007848									0.00291382
George Shannon, Executor O/E/O Gladys Shannon, decd.						0.00001566									0.00001566
William J. Casey						0.00004894									0.00004894
NationsBank, Trustee w/w/o David B. Trammell						0.00005187									0.00005187
Carol David Trammell						0.00002594									0.00002594
NationsBank Texas, N.A., Fort Worth, Trustee of the Margaret Ruth Trammell Trust						0.00002594									0.00002594
Richard Borgard						0.00007634									0.00007634
Margaret Johnson McCurdy, Trustee U/T/A 9/30/88					0.00119250	0.00119250									0.00119250
Hammac Oil & Gas, Inc.						0.00009135									0.00009135
DNR Oil & Gas, Inc.						0.00016598									0.00016598
Patricia A. Brunson						0.00033195									0.00033195
Jimmie L. Charlesworth						0.00007258									0.00007258
Tommye G. Ewing						0.0003195									0.0003195
Bette Taylor Garner						0.00037938									0.00037938
Acme Land Company						0.00139420									0.00139420
Branex Resources, Inc.						0.00028453									0.00028453
Olin E. Groves						0.00018969									0.00018969
Cecil E. & Ella Belle Holeman Trust A						0.00004148									0.00004148

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[GAS ONLY]

OWNER	S. Taylor 13 #2	S. Taylor 13 #3	Inca Fed	Conoco 1	Conoco 3	Mohawk	Geronimo 3	Geronimo 4	Geronimo 5	Geronimo 8	Geronimo 9	Geronimo 10*	Geronimo 12	Jade 1	Total Unit Participation
	Tract 1A	Tract 1B	Tract 2	Tract 3A	Tract 3B	Tract 4	Tract 5A	Tract 5B	Tract 5C	Tract 5D	Tract 5E	Tract 5F	Tract 5G	Tract 6	NRI
Cecil E. & Ella Belle Holman Trust B	ORI	0.00018969	0.00004148												0.00023116
Prime Energy Asset & Income Fund AA-3	ORI	0.00029876	0.00006532												0.00036408
Prime Energy Asset & Income Fund AA-4	ORI	0.00029876	0.00006532												0.00036408
Sally Meader Roberts	ORI	0.00028453	0.00006221												0.00034674
Vivian C. Brunson	ORI	0.00016598	0.00003629												0.00020227
TOTAL ORI		0.00431539	0.00094356	0.03337438	0.01066250	0.00733313	0.00348000	0.00989360	0.00694800	0.00140477	0.00195265	0.00537840	0.00152458	0.00133586	0.0070447
18-31, Inc.	CWI							0.00022261	0.00015633	0.00005504	0.00007651	0.00012101	0.00005629	0.00005234	0.00074014
John Michael Frost	CWI						0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141	0.00003141	0.00044409
Marianne Keahane Frost	CWI						0.00066782	0.00046899	0.00016513	0.00022954	0.00036304	0.00016888	0.00015703	0.00003141	0.00222043
Mark James Frost	CWI						0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141	0.00003141	0.00044409
Theresa Ann Frost	CWI						0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141	0.00003141	0.00044409
Sue Saunders Graham	CWI						0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469	0.00010469	0.00148028
Donald S. Iverson, Deceased	CWI						0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309	0.00001309	0.00018504
Iverson, III, Inc.	CWI						0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309	0.00001309	0.00018504
PAI Incorporated	CWI														
Jewell Iverson Intervivos Trust, Richard R. Sullivan, Successor Trustee	CWI						0.00016695	0.00011725	0.00004128	0.00005738	0.00009076	0.00004222	0.00003926	0.00003926	0.00055511
S. J. Iverson, Jr.	CWI						0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490	0.00003490	0.00049343
Wendell Welch Iverson	CWI						0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490	0.00003490	0.00049343
Jeanette Y. Keahane	CWI						0.00026713	0.00018760	0.00006605	0.00009181	0.00014522	0.00006755	0.00006281	0.00006281	0.00088817
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Monroe, decd.	CWI						0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963	0.00001963	0.00027755
Patsy Ann Iverson Page	CWI						0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490	0.00003490	0.00049343
Edward T. Matheny, Jr. and Commerce Bank of Kansas City, Trustee U/W/O Elyse Saunders Patterson	CWI						0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469	0.00010469	0.00148028
Wendell W. Iverson, Trustee of the PIP 1990 Trust	CWI						0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033	0.00010033	0.00141861
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	CWI						0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033	0.00010033	0.00141861
Phoebe Shelton	CWI						0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469	0.00010469	0.00148028
The Tols Company	CWI						0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033	0.00010033	0.00141861
Wendell W. Iverson, Trustee of the WWI 1990 Trust	CWI						0.00556515	0.00390825	0.00137610	0.00191280	0.00302535	0.00140730	0.00130860	0.00130860	0.01850355
TOTAL CWI							0.007587500	0.01659000	0.26699500	0.08530000	0.05866500	0.02784000	0.12367000	0.08685000	0.02293500
Department of the Interior - MMS	RI	0.00948438	0.00207375	0.03337438	0.01066250	0.00733313	0.00348000	0.00733313	0.00348000	0.01545875	0.01085625	0.00286688	0.00398500	0.00840375	0.002293188
TOTAL		0.07587500	0.01659000	0.26699500	0.08530000	0.05866500	0.02784000	0.12367000	0.08685000	0.02293500	0.03188000	0.06723000	0.023445500	0.02181000	0.09090500

*NOTE: The working interests in Tract 5F (Geronimo Federal #10) are subject to the terms of that certain farmout agreement dated October 10, 1985, between 18-31, Inc. and Siete Oil & Gas Corp. The working interest shown herein are the Before Payout interests. In the event Tract 5F reaches payout as define in said farmout agreement the working interests in Tract 5F will be adjusted accordingly.

EXHIBIT "D"
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LIQUID HYDROCARBONS ONLY

OWNER	S. Taylor 13 #2 Tract 1A NRI	S. Taylor 13 #3 Tract 1B NRI	Inca Fed Tract 2 NRI	Conoco 1 Tract 3A NRI	Conoco 3 Tract 3B NRI	Mohawk Tract 4 NRI	Geronimo 3 Tract 5A NRI	Geronimo 4 Tract 5B NRI	Geronimo 5 Tract 5C NRI	Geronimo 8 Tract 5D NRI	Geronimo 9 Tract 5E NRI	Geronimo 10* Tract 5F NRI	Geronimo 12 Tract 5G NRI	Jade 1 Tract 6 NRI	Total Unit Participation NRI
Rivert Hill Energy Corporation St. Mary Land & Exploration Company Hare Production Company	WI	WI	0.17303679	0.00221613	0.00378455	0.00200979	0.00565416	0.00403663	0.00137248	0.00185392	0.00335734	0.00129675	0.00134582	0.00349884	0.4966573
Ted E. Bacil	WI	WI	0.00145479	0.00258630	0.03415115	0.01808825	0.05088746	0.03632976	0.01235229	0.01668543	0.03021609	0.01168873	0.01211240	0.03149858	0.44699212
Norman Barker	WI	WI	0.00303573	0.00048483	0.00025013	0.00013248	0.00749935	0.00526658	0.00104308	0.00144990	0.00407683	0.00142231	0.00099192	0.00068179	0.02433627
Floyd A. Blakeney	WI	WI	0.00032329	0.00032329	0.00032329	0.00093742	0.00263329	0.00019558	0.00013039	0.00018124	0.00050960	0.00017779	0.00012399	0.00012399	0.00304203
Berica Oil, Inc.	WI	WI	0.00101191	0.00032329	0.00008338	0.00004416	0.00093742	0.00065832	0.00013039	0.00018124	0.00050960	0.00017779	0.00012399	0.00034089	0.00452238
Harrington Trust	WI	WI	0.00009699	0.00001616	0.00008338	0.0004416	0.00417339	0.00293055	0.00003912	0.00005437	0.00122305	0.00005334	0.00003720	0.00003720	0.00860830
NIMAT Resources, LLC	WI	WI	0.00001616	0.00001616	0.00001616	0.00052308	0.00069556	0.00048848	0.00000652	0.00000906	0.00020384	0.00000889	0.00000620	0.00000620	0.00143472
Paula S. Campbell	WI	WI	0.00001616	0.00001616	0.00001616	0.00052308	0.00048848	0.00048058	0.00000652	0.00000906	0.00020384	0.00000889	0.00000620	0.00000620	0.00148316
Brian D. Kantor, Successor to Del Lane	WI	WI	0.00080822	0.00080822	0.00552184	0.00292466	0.00234355	0.00164581	0.00032596	0.00045309	0.00127401	0.00080005	0.00030997	0.00000000	0.01640716
Dr. Michael Norton, III	WI	WI	0.00080822	0.00080822	0.00552184	0.00292466	0.00234355	0.00164581	0.00032596	0.00045309	0.00127401	0.00080005	0.00030997	0.00000000	0.0093742
Troy or Sandra Oney	WI	WI	0.00080822	0.00080822	0.00552184	0.00292466	0.00234355	0.00164581	0.00032596	0.00045309	0.00127401	0.00080005	0.00030997	0.00000000	0.00294532
Leonard Schaan	WI	WI	0.00080822	0.00080822	0.00552184	0.00292466	0.00234355	0.00164581	0.00032596	0.00045309	0.00127401	0.00080005	0.00030997	0.00000000	0.0093742
Barbara A. Schatz, Trustee of the Schatz Management Trust UTA 9/1/92	WI	WI	0.00064657	0.00064657	0.00064657	0.00187484	0.00052308	0.00131665	0.00026077	0.00036248	0.00101921	0.00035558	0.00024798	0.00088210	0.00608407
Edwin G. Wallace	WI	WI	0.00064657	0.00064657	0.00064657	0.00187484	0.00052308	0.00131665	0.00026077	0.00036248	0.00101921	0.00035558	0.00024798	0.00088210	0.00608407
William Nickey	WI	WI	0.00064657	0.00064657	0.00064657	0.00187484	0.00052308	0.00131665	0.00026077	0.00036248	0.00101921	0.00035558	0.00024798	0.00088210	0.00608407
Gary Keith Tannahill, Barbara Carthell Mathis and Amarillo National Bank, Co-Trustees w/w/o Chester Francis Carthell, dec'd f/w/o Theodore H. Carthell	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Don L. Lee	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Richard E. O'Connell	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Gwendolyn Manning Williams	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Leslie Fisher	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
E & S. L.L.C.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Dean Kinsolving	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Patrick J. Morelio	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
David J. Mossler	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
John & Alice Sharp	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Steve or Lola Bell	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Nelson B. Alpers, Trustee of the Nelson B. Alpers Family Trust U/T/A 5/12/97	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
John V. Fox	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Patricia K. Jennings	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
J. David Wrathner, Jr.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Gene Shumate	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Five States 1994-E Ltd.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Five States 1995-B Ltd.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Five States 1995-D Ltd.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
J. E. Cieszinski	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Intoil, Inc.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Nortex Corporation	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834

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		S. Taylor 13 #2	S. Taylor 13 #3	Inca Fed	Conoco 1	Conoco 3	Mohawk	Geronimo 3	Geronimo 4	Geronimo 5	Geronimo 8	Geronimo 9	Geronimo 10*	Geronimo 12	Jade 1	Total Unit Participation
OWNER		Tract 1A	Tract 1B	Tract 2	Tract 3A	Tract 3B	Tract 4	Tract 5A	Tract 5B	Tract 5C	Tract 5D	Tract 5E	Tract 5F	Tract 5G	Tract 6	NRI
Harvey E. Yates Company	WI	0.02564136	0.00560646													0.03124783
Spiral, Inc.	WI	0.00338775	0.00074073													0.00412848
Explorers Petroleum Corp.	WI	0.00338775	0.00074073													0.00141079
HEYCO Employees Ltd.	WI	0.00115767	0.00025312													0.00997830
Yates Energy Corporation	WI	0.00818800	0.00179030													0.00475850
Jalapeño Corporation	WI	0.00390473	0.00085377													0.00475850
TOTAL WI		0.06207523	0.01357269	0.20238221	0.06465740	0.04446807	0.02355264	0.09374186	0.06583230	0.01747074	0.02428459	0.05096034	0.01777889	0.01661377	0.07783741	0.77522814
Riverhill Energy Corporation	ORI			0.00076604												0.00192486
St. Mary Land & Exploration Company	ORI			0.00689447												0.01752380
Mary Elizabeth Baish	ORI			0.00002224	0.00000711	0.00000489	0.00000232	0.00004416	0.00003101	0.00000819	0.00001138	0.00002401	0.00000838	0.00000779	0.00000000	0.00017148
Karen Elizabeth Charles	ORI			0.00002224	0.00000711	0.00000489	0.00000232	0.00004417	0.00003102	0.00000819	0.00001139	0.00002401	0.00000838	0.00000779	0.00000000	0.00017151
Gerald E. and Emma Patricia Harrington Trust	ORI															0.00321635
Higgins Trust, Inc.	ORI			0.00066749	0.00021325	0.00014666	0.00006960	0.00123670	0.00086850	0.00012901	0.00017933	0.00050423	0.00017591	0.00012268		0.00175442
E. Bernard Johnston	ORI							0.00021519	0.00015112	0.00003991	0.00005547	0.00011698	0.00004081	0.00003795		0.00175442
Mary Ellen Johnston	ORI							0.00054693	0.00038409	0.00010143	0.00014099	0.00029732	0.00010373	0.00009645		0.00167095
Ray F. Lewis, Jr.	ORI							0.00008626	0.00006056	0.00001600	0.00002224	0.00004689	0.00001037	0.00009645		0.00167095
Margaret Masters	ORI			0.00053399	0.00017060	0.00011733	0.00005568	0.00175018	0.00122910	0.00032458	0.00045117	0.00095144	0.000033194	0.000030866		0.00262354
Michael R. McGuire	ORI							0.00008626	0.00006056	0.00001600	0.00002224	0.00004689	0.000033194	0.000030866		0.00262354
Margaret H. Naylor Revocable Trust	ORI							0.00008626	0.00006056	0.00001600	0.00002224	0.00004689	0.000033194	0.000030866		0.00262354
Wendell W. Iverson, Trustee of the PIP 1990 Trust	ORI							0.00014944	0.00010495	0.00002771	0.00003652	0.00008124	0.00002834	0.00002635		0.00045656
Wendell W. Iverson, Trustee of the SJI 1990 Trust	ORI							0.00043099	0.00030267	0.00007993	0.00011110	0.00023430	0.00008174	0.00007601		0.00131674
Katherine Mary Scott	ORI			0.00002224	0.00000711	0.00000489	0.00000232	0.00014943	0.00010494	0.00002771	0.00003652	0.00008124	0.00002834	0.00002635		0.00045654
Phoebe Shelton	ORI							0.0004417	0.00003102	0.00000819	0.00001139	0.00002401	0.00000838	0.00000779		0.0017151
Ralph A. Shugart Trust	ORI							0.0004368	0.00029051	0.0000672	0.00010664	0.00022488	0.00007846	0.00007295		0.00126384
Clifton E. Shumate	ORI							0.00109386	0.00076819	0.00020286	0.00028198	0.00059465	0.00020746	0.00019291		0.00334191
Betty Baish Strohmeier Estate	ORI							0.00000618	0.00000434	0.00000115	0.00000159	0.00000336	0.00000117	0.00000109		0.00001889
Wendell W. Iverson, Trustee of the WWI 1990 Trust	ORI							0.00013251	0.00009306	0.00002457	0.00003416	0.00007204	0.00002513	0.00002337		0.00051454
Myrtle M. Westall Revocable Trust	ORI							0.00014943	0.00010494	0.00002771	0.00003652	0.00008124	0.00002834	0.00002636		0.00045655
George Westall	ORI							0.00006926	0.00004864	0.00001284	0.00001785	0.00003765	0.00001313	0.00001221		0.00021158
Centennial	ORI			0.00039109				0.00013851	0.00009727	0.00002569	0.00003571	0.00007530	0.00002627	0.00002443		0.00097167
Selma Andrews Trust #5188-01	ORI			0.00035847	0.00011452	0.00007876	0.00003738									0.00039109
Graham Austin and Margaret Austin, Co-Trustees of the Austin Family Trust U/T/A 3/22/95	ORI															0.00058913
Nancy Carter	ORI			0.00285767	0.00024657	0.00016958	0.00008047									0.00335429
Randy Gilmore Patterson	ORI			0.00142882	0.00012329	0.00008479	0.00004024									0.00167715
Jack W. McCaw	ORI			0.00006953	0.00002221	0.00001528	0.00000725									0.00011426
William C. White	ORI			0.00006953	0.00002221	0.00001528	0.00000725									0.00011426
Mary Kennedy Gore and Willa Kathryn Kennedy, equally	ORI			0.00020860	0.00006664	0.00004583	0.00002175									0.00034283
EHW, LLC, a New Mexico Limited Liability Company	ORI			0.00020860	0.00006664	0.00004583	0.00002175									0.00034283
Braille Institute of America Inc.	ORI			0.00030902	0.00009873	0.00006790	0.00003222									0.00050787
John Wallace Wallrich	ORI			0.00004173	0.00001333	0.00000917	0.00000435									0.00006858

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[LIQUID HYDROCARBONS ONLY]

		S. Taylor 13 #2 Tract 1A	S. Taylor 13 #3 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronimo 3 Tract 5A	Geronimo 4 Tract 5B	Geronimo 5 Tract 5C	Geronimo 8 Tract 5D	Geronimo 9 Tract 5E	Geronimo 10* Tract 5F	Geronimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
OWNER		NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI
Beverly Le Toumeau	ORI			0.00004173	0.00001333	0.00000917	0.00000435									0.00006858
William James Wallrich, successor to	ORI			0.00004170	0.00001332	0.00000916	0.00000435									0.00006854
Eugene Wallrich	ORI			0.00004170	0.00001332	0.00000916	0.00000435									0.00167713
J. W. Wallrich, Jr.	ORI			0.00142882	0.00012328	0.00008479	0.00004024									0.00021476
Lucy McCathey	ORI			0.00010663	0.00010663	0.00007333	0.00003480									0.00453156
Loffland Limited Partnership	ORI			0.00453156	0.00226578											0.00226578
Five States 1994-E Ltd.	ORI			0.00226578	0.00226578											0.00226578
Five States 1995-B Ltd.	ORI															0.00266995
Five States 1995-D Ltd.	ORI															0.00266995
Paul J. Anderson	ORI			0.00266995												0.00266995
Thomas R. Holloway	ORI			0.00266995												0.00266995
Deborah Fedric	ORI			0.00266995												0.00266995
T. E. Brown, Jr.	ORI			0.00156443		0.00016538	0.00007848									0.00156443
Orion Properties, Inc.	ORI			0.00075925												0.00075925
King Properties, Inc.	ORI			0.00157695												0.00157695
Clifton E. Shumate, Jr., Custodial Trustee for the Shareholders of Oil Royalties Corporation	ORI			0.00033374												0.00033374
Jack Folkner	ORI			0.00078219												0.00078219
Louise Folkner Lane	ORI			0.00039109												0.00039109
Robert L. Folkner	ORI			0.00007823												0.00007823
Mark Ryan Folkner	ORI			0.00007823												0.00007823
Carl Lewis Folkner, Jr.	ORI			0.00007823												0.00007823
Stephen Francis Folkner	ORI			0.00007823												0.00007823
John Christopher Folkner	ORI			0.00007823												0.00007823
Conoco, Inc.	ORI				0.00329991											0.00329991
George H. Hunker, Jr.	ORI			0.00266995												0.00266995
George Shannon, Executor O/E/O	ORI						0.00001566									0.00001566
Gladys Shannon, decd.	ORI						0.00004894									0.00004894
William J. Casey	ORI							0.00005187								0.00005187
NationsBank, Trustee u/w/o David B. Trammell	ORI						0.00002594									0.00002594
Carol David Trammell	ORI							0.00002594								0.00002594
NationsBank Texas, N.A., Fort Worth, Trustee of the Margaret Ruth Trammell Trust	ORI						0.00002594									0.00002594
Richard Borggaard	ORI						0.00007634									0.00007634
Margaret Johnson McCurdy, Trustee U/T/A 9/30/88	ORI					0.00100322										0.00100322
Harmac Oil & Gas, Inc.	ORI				0.00019250											0.00019250
DNR Oil & Gas, Inc.	ORI						0.00009135									0.00009135
Patrica A. Brunson	ORI			0.00016598												0.00016598
Jimmie L. Charlesworth	ORI			0.000033195												0.000033195
Tommye G. Ewing	ORI			0.00007258												0.00007258
Bette Taylor Garner	ORI			0.00037938												0.00037938
Acme Land Company	ORI						0.00031809									0.00031809
Branex Resources Inc.	ORI			0.00139420												0.00139420
Cilin E. Groves	ORI			0.00028453												0.00028453
Cecil E. & Ella Belle Holeman Trust A	ORI			0.00018969												0.00018969
Cecil E. & Ella Belle Holeman Trust B	ORI			0.00018969												0.00018969

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[LIQUID HYDROCARBONS ONLY]

OWNER		S. Taylor 13 #2	S. Taylor 13 #3	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronimo 3 Tract 5A	Geronimo 4 Tract 5B	Geronimo 5 Tract 5C	Geronimo 8 Tract 5D	Geronimo 9 Tract 5E	Geronimo 10* Tract 5F	Geronimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
Prime Energy Asset & Income Fund AA-	ORI	0.00029676	0.00006532													0.00036408
Prime Energy Asset & Income Fund AA-	ORI	0.00029876	0.00006532													0.00036408
Sally Meader Roberts	ORI	0.00028453	0.00006221													0.00034674
Vivian C. Brunson	ORI	0.00016598	0.00003629													0.00020227
TOTAL ORI		0.00431539	0.00094356	0.03337438	0.01066250	0.00733313	0.00348000	0.00989360	0.00694800	0.00140477	0.00195265	0.00537840	0.00152458	0.00133566	0.00170447	0.09025127
18-31, Inc.	CWI							0.00022261	0.00015633	0.00005504	0.00007651	0.00012101	0.00005629	0.00005234		0.00074014
John Michael Frost	CWI							0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141		0.00044409
Marianne Keohane Frost	CWI							0.00066782	0.00046899	0.00016513	0.00022954	0.00036304	0.00016888	0.00015703		0.00222043
Mark James Frost	CWI							0.00013356	0.00008380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141		0.00044409
Theresa Ann Frost	CWI							0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141		0.00044409
Sue Saunders Graham	CWI							0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469		0.00148028
Donald S. Iverson, Deceased	CWI							0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309		0.00018504
Iverson, Ill, Inc.	CWI							0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309		0.00018504
PAI Incorporated	CWI							0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309		0.00018504
Jewell Iverson Intervivos Trust, Richard R. Sullivan, Successor Trustee	CWI							0.00016695	0.00011725	0.00004128	0.00005738	0.00009076	0.00004222	0.00003926		0.00055511
S. J. Iverson, Jr.	CWI							0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490		0.00049343
Wendell Welch Iverson	CWI							0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490		0.00049343
Jeanette Y. Keohane	CWI							0.00026713	0.00016760	0.00006605	0.00009181	0.00014522	0.00006755	0.00006281		0.00088817
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Monroe, decd.	CWI							0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963		0.00027755
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Monroe, decd.	CWI							0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963		0.00027755
Patsy Ann Iverson Page	CWI							0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490		0.00049343
Edward T. Matheny, Jr. and Commerce Bank of Kansas City, Trustee U/W/O Elyse Saunders Patterson	CWI							0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469		0.00148028
Wendell W. Iverson, Trustee of the PIP 1990 Trust	CWI							0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	CWI							0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Phoebe Shelton	CWI							0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469		0.00148028
The Tales Company	CWI							0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Wendell W. Iverson, Trustee of the WWI 1990 Trust	CWI							0.00556515	0.00390825	0.00137610	0.00191280	0.00302535	0.00140730	0.00130860		0.01850355
TOTAL CWI																
Department of the Interior - MMS	RI	0.00948438	0.00207375	0.03123842	0.00998010	0.00886381	0.00080736	0.01446939	0.01016145	0.00268340	0.00372996	0.00786591	0.00274424	0.00255177	0.01136313	0.00141861
TOTAL		0.07587500	0.01659000	0.26699500	0.08530000	0.05866500	0.02764000	0.12367000	0.08685000	0.02293500	0.03188000	0.06723000	0.02345500	0.02181000	0.09090500	1.00000000

*NOTE: The working interests in Tract 5F (Geronimo Federal #10) are subject to the terms of that certain farmout agreement dated October 10, 1985, between 18-31, Inc. and Siete Oil & Gas Corp. The working interest shown herein are the Before Payout Interests in the event Tract 5F reaches payout as defined in said farmout agreement; the working interests in Tract 5F will be adjusted accordingly.

EXHIBIT 4

**Proposed Unit Operating Agreement
East Shugart (Delaware) Unit Hearing**

**UNIT OPERATING AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
EAST SHUGART (DELAWARE) UNIT
EDDY AND LEA COUNTIES, NEW MEXICO**

**UNIT OPERATING AGREEMENT
EAST SHUGART (DELAWARE) UNIT
EDDY AND LEA COUNTIES, NEW MEXICO**

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EXHIBIT "A"

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EXHIBIT "E"

EXHIBIT "F"

EXHIBIT "G"

EXHIBIT "H"

EXHIBIT "I"

**UNIT OPERATING AGREEMENT
EAST SHUGART (DELAWARE) UNIT
EDDY AND LEA COUNTIES, NEW MEXICO**

THIS AGREEMENT, is entered into as of the 1st day of February, 1999, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto.

WITNESSETH:

WHEREAS, the parties hereto as Working Interest Owners have executed an agreement entitled "Unit Agreement, EAST SHUGART (DELAWARE) UNIT, Eddy and Lea Counties, New Mexico", which agreement, being referred to as the "Unit Agreement", 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.

1.2 AMENDMENT OF JOINT OPERATING CONTRACTS AND OTHER AGREEMENTS. The provisions of existing joint operating contracts and other agreements pertaining to the Unitized Substances or the Unitized Formation or operations with respect to either are amended to the extent necessary to make them conform to the provisions of this Agreement, but otherwise shall remain in effect.

**ARTICLE 2
EXHIBITS**

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

2.1.1 EXHIBITS A, A-1, B, and C of the Unit Agreement.

2.1.2 EXHIBIT D attached hereto is a schedule showing the Unit Participation of each Working Interest Owner in each Tract, and the total Unit Participation of each Working Interest Owner. Unit Participations shall be determined as provided in Section 13. of the Unit Agreement. 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.

2.1.5 EXHIBIT G attached hereto contains the Gas Balancing Agreement.

2.1.6 EXHIBIT H attached hereto is an Equal Opportunity Clause.

2.1.7 EXHIBIT I attached hereto is the Recording Supplement to the Unit Operating Agreement and Financing Statement.

2.2 REVISION OF EXHIBITS. Whenever Exhibits A, A-1, and B are revised, Exhibits C and D shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise Exhibits B and 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 in its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.

3.2 SPECIFIC AUTHORITY AND DUTIES. The matters with respect to which Working Interest Owners shall decide and take action shall include, but not be limited to, the following:

3.2.1 METHOD OF OPERATION. The method of operation, including the type or types of pressure maintenance, secondary recovery, or other enhanced recovery program to be employed.

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, deepening, abandonment, or change of status of any well, or the use of any well for injection, salt water disposal, or other purposes, or the acquisition of wells for Unit Operations.

3.2.4 EXPENDITURES. The making of any single expenditure in excess of Twenty-five Thousand Dollars (\$25,000.00); 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 therefor, and for completing, testing, and equipping the well, including necessary flow lines, separators, and lease tankage. No separate approval shall be required for any expenditure authorized as part of some other expenditure. If Operator prepares an AFE for its own use for any single expenditure costing less than \$25,000.00, Operator upon request shall furnish the requesting Working Interest Owners a copy of its AFE.

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 (\$25,000.00) or more.

3.2.6 AUDITS. The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder; however, 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,

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

(e) be conducted in accordance with COPAS guidelines.

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

3.2.8 TECHNICAL SERVICES. Except as provided in Article 7, the authorizing of charges to the joint account of all Working Interest Owners for services by consultants or Unit Operator's technical personnel not covered by the overhead charges provided by Exhibit E.

3.2.9 ASSIGNMENTS TO COMMITTEES. The appointment of committees to study any problems in connection with Unit Operations.

3.2.10 The removal of Unit Operator and the selection of a successor.

3.2.11 The enlargement of the Unit Area, including readjustments of investments pursuant thereto.

3.2.12 The termination of the Unit Agreement.

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 MEETINGS. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of two 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 at the time of the vote.

4.3.2 VOTE REQUIRED. Unless otherwise provided herein or in the Unit Agreement, all matters shall be decided by an affirmative vote of two or more parties owning sixty-five percent (65.0%) or more voting interest.

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, facsimile or telegram addressed to the representative of 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, facsimile or telegram, any matter submitted in writing to Working Interest Owners. If a meeting is not requested, as

provided in Article 4.2, within fourteen (14) days after a written proposal is sent to Working Interest Owners, the vote taken by letter, facsimile 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 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 request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit Operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged to the Working Interest Owner that requests the information.

ARTICLE 6 UNIT OPERATOR

6.1 **UNIT OPERATOR.** St. Mary Land & Exploration Company is hereby designated as the Unit Operator.

6.2 **RESIGNATION OR REMOVAL.** Unit Operator may resign at any time. Upon default or failure in the performance of its duties and obligations hereunder, Unit Operator may be removed at any time by the affirmative vote of Working Interest Owners having eighty-five percent (85%) or more of the voting interest remaining after excluding the voting interest of Unit Operator. Such resignation or removal shall not become effective for a period of three (3) months after the resignation or removal, unless a successor Unit Operator has taken over Unit Operations prior to the expiration of such period.

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. If the Unit Operator that is removed fails to vote or votes only to succeed itself, the successor Unit Operator shall be selected by the affirmative vote of Working Interest Owners having seventy-five percent (75%) or more of the voting interest remaining after excluding the voting interest of the Unit Operator that was removed.

ARTICLE 7 AUTHORITY AND DUTIES OF UNIT OPERATOR

7.1 **EXCLUSIVE RIGHT TO OPERATE UNIT.** Subject to the provisions of this Agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations. Included in this right is the right of Unit Operator to employ a project manager or to contract for services incident to Unit Operations. Any such use of a project manager or contract services will be accomplished without incurring charges beyond those provided in this Unit Operating Agreement.

7.2 **WORKMANLIKE CONDUCT.** Unit Operator shall conduct Unit Operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them informed of all matters which Unit Operator, in the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for losses sustained or liabilities incurred except as such may result from its gross negligence or willful misconduct.

7.3 LIENS AND ENCUMBRANCES. Unit Operator shall endeavor to keep the lands and leases in the Unit Area and Unit Equipment free from all liens and encumbrances occasioned by Unit Operations, except the lien and security interest of Unit Operator and Working Interest Owners granted hereunder.

7.4 EMPLOYEES. The number of employees or contractors used by Unit Operator in conducting Unit Operations, their selection, hours of labor, and compensation shall be determined by Unit Operator.

7.5 APPEARANCE BEFORE A COURT OR REGULATORY AGENCY. Unit Operator shall be responsible for retaining representation to appear before any court or regulatory agency in matters pertaining to Unit Operations; however, nothing herein shall prevent any Working Interest Owner from appearing in person or retaining representation on its own behalf at its sole expense.

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

7.7 REPORTS TO WORKING INTEREST OWNERS. Unit Operator shall furnish Working Interest Owners reports of Unit Operations as often as it may deem necessary but no less frequently than annually.

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 at the expense of the joint account, one copy of all logs and other engineering and geological data pertaining to wells drilled subsequent to the Effective Date hereof for Unit Operations insofar as such information pertains to the Unitized Formation.

7.10 EXPENDITURES. Unit Operator is authorized to make single expenditures not in excess of Twenty-five Thousand Dollars (\$25,000.00) without prior approval of Working Interest Owners. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.11 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 of independent contractors doing work of 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 Working Interest Owners, enter into border agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.

7.14 INDEMNITIES. As to any contract executed by Unit Operator with an independent contractor covering operations 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 tax authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for

Unit Operations. Unit Operator may, at Unit Expense, engage the services of tax consultant(s) for purposes of evaluating, contesting and negotiating any ad valorem taxes. Unit Operator shall settle assessments arising therefrom. All such ad valorem taxes shall be paid by Unit Operator and charged to the 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 (1/8th) 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. If the Operator is required hereunder to pay ad valorem taxes 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 percentages of tax value generated by each party's working interest. Any Working Interest Owner dissatisfied with any assessment of its interest in real or personal property shall have the right, at its own expense, to protest and resist the same.

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 Laws of the State of New Mexico,
- (b) carry Employer's Liability and other insurance required by the laws of the State of New Mexico, 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 completed in the Unitized Formation.

10.1.2 WELLS 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 operations of such wells which Working Interest Owners determined 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 by the Unit Operator under Article 10.1.2. 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 and evaluation in order to insure a more equitable adjustment of investment. Casing shall be included in the inventory for record purposes, but shall be excluded from evaluation and investment adjustment.

10.3 WELL BORE ADJUSTMENT. The Working Interest Owners, in adjusting investment, may allocate a reasonable value for each well bore.

10.4 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 Article 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 Article 10.1.2 by such Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above. Each Working Interest Owner shall be charged or credited with the net cash amount necessary to effect such readjustment of the capital investment account., Such net credit or net charge is hereinafter referred to as the "Investment Adjustment".

10.5 GENERAL FACILITIES. The acquisition of warehouses, warehouse stocks, lease houses, camps, field operating systems, wells (not governed by Article 10.1.1 above) 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.

10.6 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 STATUTORY UNITIZATION PROVISIONS

11.1 STATUTORY UNITIZATION PROVISIONS. It is hereby agreed that if the Unit Agreement and the Unit Operating Agreement become effective under the terms hereof, and any parties that did not previously ratify the Unit Agreement and the Unit Operating Agreement nevertheless become Working Interest Owners pursuant to the terms of the Statutory Unitization Act (NMSA 1978 Section 70-7-1, et seq. as amended effective May 21, 1986), the interest of such Working Interest Owner (hereinafter referred to as a "Non-Consenting Party") shall be subject to the penalties (hereinafter referred to as "Non-Consent Penalties") set forth in Article 11.2 below.

Following Statutory Unitization, the Unit Operator shall offer the interest of such Non-Consenting Party proportionately to those parties who voluntarily joined the Unit (hereinafter referred to as "Consenting Parties"). Such Consenting Parties shall have the option to increase the amount of participation they are willing to assume. Consenting Parties shall have fifteen (15) days from receipt of notice of available Working Interest and the initial amount of the costs to be carried associated therewith to elect to 1) limit participation to such party's interest as shown in Exhibit D, 2) carry only such party's proportionate share of the Non-Consenting Parties' Working Interest, or 3) assume greater than such party's proportionate share of the Non-Consenting Parties' interests. If a Consenting Party fails to make an election within fifteen (15) days of receipt of such election notice, it shall be deemed to have elected to limit its participation to its Exhibit D interest. If one hundred percent (100%) interest in the Unit is not subscribed, Unit Operator may elect to assume the outstanding Working Interest. Once all parties have made the elections allowed under the provisions hereof, the Non-Consenting Parties' Working Interest shall be allocated among the Consenting Parties that have elected to assume additional Working Interest. However, no Consenting Party shall be allocated any additional participation in excess of the amount of participation that said Consenting Party has elected to assume. If the Consenting Parties collectively do not agree to assume one hundred percent (100%) participation, Unit Operator shall take steps to terminate the Unit.

With respect to the Investment Adjustment, if the Non-Consenting Party has a net charge against its interest following the Investment Adjustment, such charge shall be considered a Unit Expense allocable

solely to such Non-Consenting Party in the month in which the Investment Adjustment is applied and shall be treated as any other Unit Expense under this Article 11. If such Non-Consenting Owner has a net credit to its account following the Investment Adjustment, the amount of such credit shall be applied to the outstanding balance of such Non-Consenting Party in the same manner as revenue in the month in which the Investment Adjustment is applied. If the amount of such credit is sufficient to cover all of such Non-Consenting Party's share of the initial costs of unitization (including pre-unitization costs and its share of any costs for operations included in the initial approved Plan of Operations) (see Section 11. of the Unit Agreement) plus the Non-Consent Penalty set forth below, the Working Interest of such Non-Consenting Party shall vest with such party and such party shall become a Working Interest Owner as though it had voluntarily joined the Unit.

11.2 **NON-CONSENT PENALTY.** All Unit Expense, including the Investment Adjustment, shall be borne by the Consenting Parties in the proportions they have elected to participate pursuant to Article 11.1 above. Each Non-Consenting Party shall be deemed to have relinquished to the Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests and elections, all of such Non-Consenting Party's share of the proceeds from the sale of Unitized Substances (including its share of any Outside Substances produced and sold) until such proceeds, calculated at the well with appropriate deductions for compression, gathering, transportation and marketing, or the market value thereof if such share is not sold (after deducting production taxes, excise taxes, royalty, including overriding royalty, payable out of or measured by the production from the unit accruing with respect to such interest) shall equal all Unit Expense, including the Investment Adjustment (whether a charge or a credit), accruing for such interest plus an amount equal to two hundred percent (200%) allocated proportionately to such Non-Consenting Party's Working Interest. It is expressly agreed that the 200% penalty provided for herein shall be applied as follows. For any month in which a Non-Consenting Party's share of Unit Expense exceeds its share of the proceeds from the sale of Unitized Substances, the 200% penalty shall be applied to the difference between such expenses and the proceeds, and the resulting amount shall be added to the Non-Consenting Party's unpaid balance. For any month in which a Non-Consenting Party's share of such proceeds exceeds its share of Unit Expenses, the difference between such proceeds and Unit Expense shall be applied against such Non-Consenting Party's unpaid balance. When the Non-Consenting Party's share of Unit Expense plus the 200% penalty has paid out, the Working Interest of the Non-Consenting Party, including its corresponding share of Unit revenue and Unit Expense, and the voting rights represented thereby, shall vest with such party as though such party had voluntarily joined the Unit.

Any Non-Consenting Party shall have the right, at any time, to pay off the amount of its net unpaid balance (including its Investment Adjustment and the Non-Consent Penalty) and, in the event that any Non-Consenting Party exercises this right, the Working Interest of such Non-Consenting Party shall vest to it in the month following the month of such payment.

ARTICLE 12 UNIT EXPENSE

12.1 **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. All charges, credits, and accounting for Unit Expense shall be in accordance with Exhibit D. If any party has elected to be a Non-Consenting Party pursuant to Article 11, Exhibit D interests shall be modified accordingly.

12.2 **LIABILITY OF PARTIES.** The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of Unit Expenses. Accordingly, the liens granted among the parties in Article 12.6 are given to secure only the debts of each severally, and no party shall have any liability to third parties hereunder to satisfy the default of any other party in the payment of any expense or obligation hereunder. It is not the intention of the parties to create, nor shall this agreement be construed as creating a partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-venturers, or principals. In their relations with each other under this Agreement, the parties shall not be considered fiduciaries or to have established a

confidential relationship, however, the parties shall be obligated to act in good faith in their dealings with each other with respect to activities hereunder.

12.3 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.

12.4 ADVANCE BILLINGS. If gross expenditures for the joint account are expected to exceed \$60,000.00 in the next succeeding month's operation, 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 Unit 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 fifteen (15) days after receipt of the estimate, each Working Interest Owner shall pay to Unit Operator its share of such estimate. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit E until paid. Adjustments between estimated and actual Unit Expense shall be made by Unit Operator at the close of each calendar month, and the accounts of Working Interest Owners shall be adjusted accordingly.

Notwithstanding the above provision, if any party voluntarily commits its interest to the Unit and then fails to pay its share of the initial cost of unitization (to include actual pre-unitization costs and the Investment Adjustment, if a debit, as well as advance charges for operations set forth in the initial approved Plan of Operations (see Section 11 of the Unit Agreement) Operator may elect, at its option, to treat the interest of such Working Interest Owner, with respect to such initial costs only, as though such Working Interest Owner had not voluntarily joined the Unit but had instead been included in the Unit pursuant to the terms of the Statutory Unitization Provisions of Article 11. For the purposes of this provision only, Operator shall afford such delinquent Working Interest Owner an additional thirty (30) day period within which to pay such charges before making such election.

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

12.6 LIEN AND SECURITY INTEREST . Each Working Interest Owner grants to Unit Operator a lien upon its Oil and Gas Rights in each Tract and the Unit Area, whether now owned or hereafter acquired, and a security interest in its share of Unitized Substances when extracted and its interest in all Unit Equipment, to secure payment of its share of Unit Expense and all other obligations hereunder, together with interest to be determined monthly at the rate of three percent (3%) plus the U.S. Treasury three-month discount rate in effect on the first day of the month for each month that the payment is delinquent. Unit Operator grants a like lien and security interest to Working Interest Owners to secure payment of Unit Operator's proportionate share of Unit Expense

To perfect the lien and security interest provided herein, each party agrees to execute and acknowledge a recording supplement in the form attached hereto as Exhibit I, and Unit Operator or any Working Interest Owner is authorized to file this Agreement or the recording supplement executed herewith as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code in the state in which the Unit Area is situated. Each party represents and warrants to the other parties that the lien and security interest granted by such party to the other parties shall be a first and prior lien and security interest, and each party hereby agrees to maintain the priority of the lien and security interest against all persons acquiring an interest in Oil and Gas Rights covered by this Agreement by, through, or under such party. All parties acquiring an interest in Oil and Gas Rights covered by this Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted herein as to all obligations and duties attributable to the interests hereunder whether or not the obligations arise before or after the Oil and Gas Rights are acquired.

To the extent that Unit Operator or Working Interest Owners have a security interest under the Uniform Commercial Code of the state, Unit Operator or Working Interest Owners 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 or Working Interest Owners 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.

12.7 **STATUTORY LIENS.** Each party agrees that the other parties shall be entitled to utilize the provisions of oil and gas lien law or other lien law of the state in which the Unit Area is situated to enforce the obligations of each party hereunder. Without limiting the generality of the foregoing, to the extent not prohibited by applicable law, the parties agree that Unit Operator may invoke or utilize the Oil and Gas Lien Act (NMSA 1978, Section 70-4-1 through 15) in order to secure the payment to Unit Operator of any sum due hereunder for Unit Expenses.

12.8 **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 (including the Unit Operator) 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 and/or out of the proceeds for the sale of the defaulting party's share of Unitized Substances as provided in Article 12.9 below. Any Working Interest Owner so paying a defaulting Working Interest Owner's share of Unit Expense shall be secured by the liens and security interest described in Article 12.6, and each paying party may independently pursue any remedy available hereunder or otherwise. While in default, any such defaulting Working Interest Owner forfeits its voting rights and such rights will be shared proportionately by the non-defaulting Working Interest Owners.

12.9 **RIGHT TO COLLECT PROCEEDS.** Upon default in the payment of its share of Unit Expense by any Working Interest Owner including the Unit Operator, the Working Interest Owners that pay a share of the defaulting party's Unit Expense, 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 defaulting party, including the amount of any non-consent penalty that may be authorized pursuant to Section 12.10.D below, plus interest, has been paid. Each purchaser shall be entitled to rely upon Unit Operator's or Working Interest Owner's written statement concerning the amount of any default and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

12.10 **SUSPENSION OF RIGHTS.** In the event that any Working Interest Owner fails to pay any amounts due hereunder for a period of sixty (60) days after such amounts are due, such party shall be considered a defaulting party and the rights of a defaulting party may be suspended hereunder by the election of the nondefaulting parties. Any party may deliver to the defaulting party a notice of default which shall specify the default, specify the action to be taken to cure the default, and specify the actions to be taken by the nondefaulting parties as a result of failure to cure the default. If within thirty (30) days of delivery of such notice, the default has not been cured, any or all of the following actions may result:

(a) Nondefaulting parties or Unit Operator for the benefit of nondefaulting parties may sue (at Unit Expense) to collect the amounts in default, plus interest accruing on the amounts recovered from the date of default until the date of collection at the rate specified in Article 12.6. Nothing herein shall prevent any party from suing any defaulting party to collect consequential damages accruing to such party as a result of the default.

(b) Defaulting party shall no longer have the right to receive information as to any operation conducted hereunder, the right to vote on any matter submitted to the Working Interest Owners, or the right to receive proceeds of production from any well subject to this Agreement.

(c) In the event any party brings legal proceedings to enforce any financial obligation of a party hereunder, the non-defaulting party bringing such proceedings shall be entitled to recover all court costs, costs of collection, and reasonable attorneys' fees, which the lien and security interest provided for herein shall also secure.

(d) If a party remains in default after the 30-day period for curing default, Unit Operator shall have the optional right to declare that such defaulting Working Interest Owner has elected to become a Non-Consenting Party, as provided for in Article 11.1 hereof, and that all unpaid sums shall be subject to a 200% penalty as though said Working Interest Owner had elected to be carried under said Article 11.1. If this right is exercised, the Operator shall offer the interest of such a defaulting Working Interest Owner to the remaining Working Interest Owners under terms and provisions identical to those in the Non-Consent Provisions, Article 11 of this Agreement. Consenting Working Interest Owners shall be deemed to be Consenting Parties as to their share of such defaulting Working Interest Owner's Working Interest with the right to recover a proportionate share of the 200% Non-Consent penalty.

(e) The rights, powers, and remedies conferred in this Article 12 are cumulative, and not exclusive of (1) any and all other rights, powers, and remedies conferred in this Agreement, (2) any and all rights, powers and remedies existing at law or in equity, and (3) any and all other rights, powers and remedies provided in any other agreement between the parties.

12.11 **CARVED-OUT INTEREST.** If any Working Interest Owner shall, after executing this Agreement, create an overriding royalty, production payment, net proceeds interest, carried interest, or any other interest out of its Working Interest, such carved-out interest shall be subject to the terms and provisions of this Agreement, specifically including, but not limited to, Article 12.6 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, or (b) withdraws from this Agreement under the terms and provisions of Article 18 hereof, the carved-out interest shall be chargeable with a pro rata portion of all Unit Expense incurred hereunder, the same as though such carved-out interest were a Working Interest, and Unit Operator shall have the right to enforce against such carved-out interest the lien and all other rights granted in Articles 12.6, 12.7, 12.8, 12.9 and 12.10, for the purpose of collecting the Unit Expense chargeable to the carved-out interest.

ARTICLE 13 NONUNITIZED FORMATIONS

13.1 **RIGHT TO OPERATE.** Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas, or other minerals, from a formation underlying the Unit Area other than the Unitized Formation, shall have the right to do so notwithstanding this Agreement or the Unit Agreement. In exercising the right, however, such Working Interest Owner shall exercise care 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 adversely be affected.

13.2 **MULTIPLE COMPLETIONS.** As of the effective date hereof, any well bore in which there is a completion in both the Unitized Formation and any other formation shall be considered as a multiple completion. The Working Interest Owners that have contributed such multiple completion reserve the right to use such well bore for operations in any other formation. It shall be the sole responsibility of the owners of the other formation to furnish and install equipment necessary to segregate the production both in the well and on the surface in a manner acceptable to the Working Interest Owners. If there is a conflict of interest between the Working Interest Owners and any other formation owner with respect to a multiple completion, or the operation thereof, the interest of the Working Interest Owners shall prevail.

13.2.1 **REMEDIAL WORK.** If it becomes necessary to workover, recondition, redrill, or abandon a well in the other formation, such work shall be performed by and at the sole risk and expense of the owners of the other formation under supervision of Unit Operator. If it becomes necessary to perform like work in the Unitized Formation, such work shall be performed by Unit Operator at Unit Expense.

13.2.2 **LIABILITY.** The Working Interest Owner shall not be liable or responsible for any damage to or loss of production from the other formation, including the use of such well as an injection well, nor for any damage to such well or to the property, equipment, or facilities used in the operation of such well for production unless such damages result from gross negligence or willful misconduct. Likewise, the owners of the other formation shall not be liable or responsible for any damage to or loss of production from the Unitized Formation, including the use of such well as an injection well, nor for any damage to such well or to the property, equipment or facilities, unless such damage results from gross negligence or willful misconduct.

13.2.3 **REDRILLING.** In the event it becomes necessary and economically feasible to redrill a well in which there is a multiple completion, the costs of the same shall be mutually agreed upon by the Working Interest Owners and the owners in the other formation.

13.2.4 **DIVISION OF EXPENSES.** All charges directly attributable to the Unitized Formation in multiple completed wells will be regarded as Unit Expense, and all charges directly attributable to another formation in such well will be borne by the owners of the other formation. When charges cannot be directly attributed to either the Unitized Formation or to the other formation(s), such charges will be divided among the various completed formations equally. Those charges allocated to the Unitized Formation will be regarded as Unit Expense. Charges allocated to other formation(s) will be charged to the owners of such formation(s).

ARTICLE 14 TITLES

14.1 **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 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 value that has been received from the sale or receipt of Unitized Substances attributed to the interest as to which title failed. Each failure of title will be deemed to be effective, insofar as this Agreement is concerned, as of 7:00 a.m. on the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of Unit Expense as a result of a title failure.

14.2 **FAILURE BECAUSE OF UNIT OPERATIONS.** The failure of title to any Working Interest in any Tract because of Unit Operations, including non-production 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 other Working Interest Owners at the time of the title failure.

14.3 **TITLE EXAMINATION.** Unit Operator is hereby authorized to conduct such title examination and title curative work on any interest in any Tract or Tracts as it deems necessary or advisable from time to time for purposes of unitization and/or 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 but 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 before or after the Effective Date hereof shall be treated as a Unit Expense.

14.4 **WAIVER OF RIGHTS TO PARTITION.** Each party hereto agrees that, during the existence of this Agreement, it will not resort to any action to partition the Unitized Formation or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 15
LIABILITY, CLAIMS, AND SUITS

15.1 INDIVIDUAL LIABILITY. The duties, obligations, and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein shall ever be construed as creating a partnership of any kind, joint venture, association, or trust among Working Interest Owners. Each party hereto shall be individually responsible for its own obligations as herein provided.

15.2 SETTLEMENTS. Unit Operator may settle any single damage claim or suit involving Unit Operations if the expenditure does not exceed Twenty-five Thousand Dollars (\$25,000.00) and if 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.

ARTICLE 16
INTERNAL REVENUE PROVISION

16.1 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 operations hereunder shall not constitute a partnership, if for Federal income tax purposes this Agreement and the operations hereunder are regarded as a partnership, then each of the parties hereto elects to be excluded from the application of all of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, 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. Should there be any requirement that each party hereto furnish further evidence of this election, each party hereto agrees to execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. Each party hereto further agrees not to give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the State of New Mexico, or any future income tax laws of the United States, contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, under which an election similar to that provided by Section 761 of Subchapter K of the Code is permitted, each of the parties agrees to make such election as may be permitted or required by such laws. In making this election, each of the parties states that the income derived by such party from the operations under this Agreement can be adequately determined without the computation of partnership taxable income.

ARTICLE 17
NOTICES

17.1 NOTICES. All notices between the parties authorized or required hereunder, unless otherwise specifically provided, shall be in writing and delivered in person or sent by United States mail, courier service, telex, telecopier or other form of facsimile or telegram, postage or charges prepaid, and addressed to the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4. Notice shall be deemed delivered only when received by the Working Interest Owner to whom the notice is directed and the time for such party to deliver any notice in response thereto shall run from the date the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder shall be actual delivery of the notice to the address of the party, or to the telecopy,

delivered hereunder shall be actual delivery of the notice to the address of the party, or to the telecopy, facsimile, or telex machine of such party. Any responsive notice shall be deemed delivered upon actual receipt at the address of the party, or upon delivery of such notice to the courier or telegraph service, or upon transmittal by telex, telecopy, or facsimile, or when personally delivered to the party to be notified. All oral notices permitted by this agreement shall be confirmed immediately thereafter by written notice.

ARTICLE 18 WITHDRAWAL OF WORKING INTEREST OWNER

18.1 WITHDRAWAL. If any Working Interest Owner desires to be relieved of all obligations and liabilities thereafter accruing, it shall provide written notice of such desire to the Unit Operator and all other Working Interest Owners. If any other Working Interest Owner does not desire to take its proportionate share of such party's Working Interest, it shall notify the Unit Operator within fifteen (15) days of receipt of such notice. If no party objects to taking its proportionate share of the interest of such party desiring to withdraw from the Unit, or if there are objections, if the Unit Operator and or any other remaining Working Interest Owners elect to assume the objecting party's share of such interest, the Unit Operator shall advise the party desiring to withdraw (Withdrawing Party) within fifteen (15) days of the end of such fifteen day notice period that it may withdraw. However, if 100% of the Working Interest of the party desiring to withdraw is not subscribed, the Operator shall inform such party that it may not withdraw.

If permission to withdraw is granted, the Withdrawing Party shall execute an assignment conveying all of its interest in all oil, gas and mineral leases, insofar as such leases lie within the Unit Area and only insofar as said leases cover the Unitized Formation. Such assignment shall include all Working Interest owned by the Withdrawing Party together with the entire interest of such party in any and all wells, materials, equipment and other property within or pertaining to the Unit. Such assignment shall be made to all remaining Working Interest Owners proportionately or in whatever percentages are agreed among the remaining Working Interest Owners. The assignment shall be delivered to the Unit Operator for recordation and dissemination to the assignees named therein. Any assignment made under this provision shall be made with special warranty of title only. However, there shall be no payment to the assignor therefor. The Withdrawing Party shall not be relieved of its liability for any obligation accrued under this Agreement or the Unit Agreement prior to the date Unit Operator advises that it may withdraw.

ARTICLE 19 ABANDONMENT OF WELLS

19.1 RIGHTS OF FORMER OWNERS. If Working Interests 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. Said notice shall include the net salvage value of the casing and equipment in and on the well as determined under the terms of Exhibit E attached hereto. Working Interest Owners of the Tract shall have the option for a period of sixty (60) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Within ten (10) days after the Working Interest Owners of the Tract have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount determined to be the net salvage value of the casing and equipment. The Working Interest Owners of the Tract, by taking over the well, agree to properly seal off and protect the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations. The Working Interest Owners who take over the well under this provision shall immediately file the necessary forms with the appropriate state and federal agencies showing the change in the operation of such well.

19.2 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 retaining any salvage value received for the joint account.

19.3 RIGHT OF ACQUISITION OF WELLBORES. If Working Interest Owners of a particular Tract decide to permanently abandon any well within the Unit Area which is NOT included in the Unit prior

to termination of the Unit Agreement, the Working Interest Owners of such well shall give written notice thereof to the Unit Operator, together with the net salvage value of the casing and equipment in and on the well, and Unit Operator, subject to Article 3.2.4 hereof, shall have the option for a period of sixty (60) days after the sending of such notice to notify the Working Interest Owners of such well in writing of any election to take over and own the well for the benefit of the Working Interest Owners. If the value of the casing and equipment in such well exceed \$25,000, within ten (10) days of receipt of a notice of the availability of such well, Unit Operator shall notify the Unit Working Interest Owners in writing of the option to acquire the well for Unit Operations. The decision as to whether to take over such well will then be governed by the provisions of Article 4.3.4 hereof. Within ten (10) days after the Unit Operator has notified the Working Interest Owners of the well of any election to take over the well, Unit Operator shall pay the Working Interest Owners of such well, as an expense of the joint account, the net salvage value of the casing and equipment in and on the well. By taking over the well, the Unit Working Interest Owners agree upon abandonment to plug the well in compliance with applicable laws and regulations at the expense of the joint account. The Unit Operator upon taking over the well under this provision shall immediately file the necessary forms with the appropriate state and federal agencies showing the change in the operation of such well.

ARTICLE 20 EFFECTIVE DATE AND TERM

20.1 **EFFECTIVE DATE.** This Agreement shall become effective when the Unit Agreement becomes effective.

20.2 **TERM.** This Agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all Unit wells have been plugged and abandoned or turned over to Working Interest Owners in accordance with Article 19; (b) all Unit Equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and (c) there has been a final accounting.

ARTICLE 21 ABANDONMENT OF OPERATIONS

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

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

21.1.2 **RIGHT TO OPERATE.** Working Interest Owners of any Tract that desire to take over and continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage value, as determined under the terms of Exhibit E attached hereto, 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 and to restore the surface of the lands as required under the terms of any applicable laws, rules, regulations, orders, or contractual obligations.

21.1.3 **SALVAGING WELLS.** Within six (6) months of agreement to terminate the Unit, Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned in compliance with applicable laws and regulations and the surface of the lands to be restored as required under the terms of any applicable laws, rules, regulations, orders, or contractual obligations.

21.1.4 **COST OF ABANDONMENT.** The cost of abandonment of Unit Operations including surface restoration shall be a Unit Expense.

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

ARTICLE 22 RIGHTS OF WAYS AND EASEMENTS

22.1 ASSIGNMENT TO UNIT OPERATOR. Each Working Interest Owner having rights of ways, 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 ninety (90) 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.

22.2 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 30 days beyond the date formal assignment of such interest to Unit Operator is accomplished as described in this Article 22.1 above. Any payments made under this paragraph shall be a direct charge under Unit Expense.

22.3 RIGHTS OF UNIT OPERATOR. Such interest described in this Article 22.1 above, shall continue in Unit Operator for so long as such are used for Unit Operations, or until released by recordable instrument. In the event a Unit Operator ceases to be such, it shall assign such rights and interests to the successor Unit Operator.

ARTICLE 23 GOVERNMENTAL REGULATIONS

23.1 GOVERNMENTAL REGULATIONS. Working Interest Owners agree to release Unit Operator from any and all losses, damages, claims and causes of action arising out of, incident to or resulting directly or indirectly from Unit Operator's interpretation or application of rules, rulings, regulations or orders of any governmental agency or successor agencies to the extent Unit Operator's interpretation or application of such rules, rulings, regulations or orders were made in good faith. Working Interest Owners further agree to reimburse Unit Operator for their proportionate share of any amounts Unit Operator may be required to refund, rebate or pay as a result of an incorrect interpretation or application of the above noted rules, rulings, regulations or orders, together with their proportionate part of interest and penalties owing by Unit Operator as a result of such incorrect interpretation or application of such rules, rulings, regulations or orders.

ARTICLE 24 FORCE MAJEURE

24.1 FORCE MAJEURE. The obligations of Unit Operator hereunder shall be suspended to the extent that, and only so long as, performance thereof is prevented by an act of God, fire, lightning, storm, flood or other acts of nature, strikes, lockouts or other industrial disturbance, acts of civil or military authorities, acts of war, blockade, public riot, explosion, restrictions or restraints imposed by law or by regulation or order of governmental authority, whether federal, state or local, inability to obtain necessary rights of access, unavailability of equipment, or any other cause reasonably beyond the control of Unit Operator, whether or not similar to any cause above enumerated. Whenever performance of its obligations is prevented by any such cause, Unit Operator shall give notice thereof to the parties as promptly as is reasonably practicable.

ARTICLE 25
APPROVAL

25.1 COUNTERPART EXECUTION, RATIFICATION OR APPROVAL. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by other separate instruments in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, other separate instrument, ratification or consent hereto with the same force and effect as if all parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the land within the above-described Unit Area.

25.2 CONFLICT WITH PRIOR AGREEMENTS. It is recognized there may be certain existing agreements by and between several of the Lessees or Working Interest Owners hereto, covering a portion of the Oil and Gas Rights subject to this Operating Agreement. In case of any inconsistency or conflict between this Unit Operating Agreement and those certain agreements, this Unit Operating Agreement shall govern.

ARTICLE 26
SUCCESSORS AND ASSIGNS

26.1 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 day and dates evidenced by their certificates of acknowledgments hereof below their respective signatures.

UNIT OPERATOR:

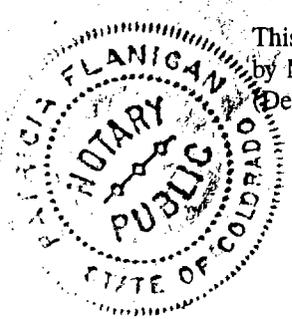
ST. MARY LAND & EXPLORATION COMPANY

By: *Milam Randolph Pharo*
Milam Randolph Pharo
Vice President - Land & Legal
1776 Lincoln Street, Suite 1100
Denver, Colorado 80203-1080

Date: February 26, 1999

THE STATE OF COLORADO §
 §
COUNTY OF DENVER §

This instrument was acknowledged before me on this the 26th day of February, 1999, by Milam Randolph Pharo, as Vice President - Land & Legal of St. Mary Land & Exploration Company, a (Delaware) corporation, on behalf of said corporation.

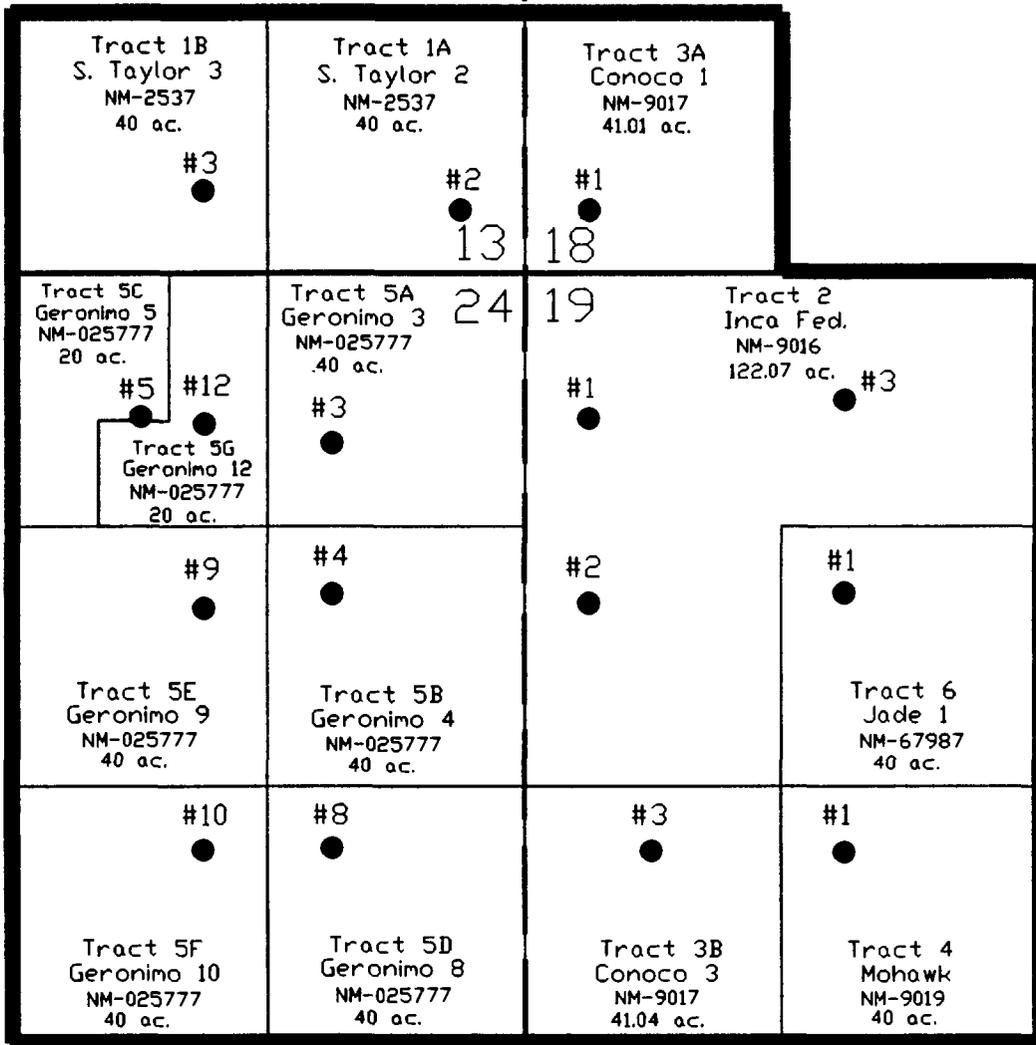


Patricia Flanigan
Notary Public, State of COLORADO
Printed Name: Patricia Flanigan
My commission expires: May 15, 2003

EXHIBIT A

R 31 E

R 32 E



T 18 S

T 18 S

EDDY COUNTY

LEA COUNTY

604.12 ACRES

ST. MARY LAND & EXPLORATION COMPANY
 EAST SHUGART (DELAWARE) UNIT
 EDDY & LEA COUNTIES, NEW MEXICO



PROPOSED UNIT BOUNDARY

SCALE: 1" = 1000'

EXHIBIT "A-1"

EAST SHUGART (DELAWARE) UNIT

TRACT DESCRIPTIONS

Tract No.	Tract Name	Status	Tract Operator	Acres	County
1A	S. Taylor 2	HBP	Harvey E. Yates Company	40.00	Eddy
1B	S. Taylor 3	HBP	Harvey E. Yates Company	40.00	Eddy
2	Inca Fed	HBP	St. Mary Land & Exploration Company	122.07	Lea
3A	Conoco 1	HBP	St. Mary Land & Exploration Company	41.01	Lea
3B	Conoco 3	HBP	St. Mary Land & Exploration Company	41.04	Lea
4	Mohawk 1	HBP	St. Mary Land & Exploration Company	40.00	Lea
5A	Geronimo 3	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5B	Geronimo 4	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5C	Geronimo 5	HBP	St. Mary Land & Exploration Company	20.00	Eddy
5D	Geronimo 8	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5E	Geronimo 9	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5F	Geronimo 10	HBP	St. Mary Land & Exploration Company	40.00	Eddy
5G	Geronimo 12	HBP	St. Mary Land & Exploration Company	20.00	Eddy
6	Jade 1	HBP	St. Mary Land & Exploration Company	40.00	Lea
				604.12	
Total Federal Acres:		604.12			
Total State Acres		0			
Total Fee Acres		0			
Total Unit Acres		604.12			

EXHIBIT "B"

**EAST SHUGART (DELAWARE) UNIT
LEA AND EDDY COUNTIES, NEW MEXICO**

TRACT NO.	TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. & EFFECTIVE DATE		BASIC ROYALTY OWNER AND PERCENTAGE		LESSEE OF RECORD		OVERRIDING ROYALTY/CARRIED WORKING INTEREST OWNER AND PERCENTAGE		WORKING INTEREST OWNER AND PERCENTAGE		PARTICIPATION OF TRACT IN UNIT
1A	S. Taylor No. 2	T18S, R31E Section 13: SE/4 SE/4 Eddy County, New Mexico	40	NM - 2537 HBP		United States of America - 12.5%		Harvey E. Yates Co. (42.081804%); Yates Energy Corp. (19.845696%); Explorers Petroleum Corp. (5.56375%); Spiral Inc. (5.56375%); Stelaron Inc. (25%); Heyco Employees, Ltd. (1.90125%)	Global Natural Resources Corporation of Nevada et al	Harvey E. Yates Co. et al - 100%				0.07587500
1B	S. Taylor No. 3	T18S, R31E Section 13: SW/4 SE/4 Eddy County, New Mexico	40	NM - 2537 HBP		United States of America - 12.5%		Harvey E. Yates Co. (42.081804%); Yates Energy Corp. (19.845696%); Explorers Petroleum Corp. (5.56375%); Spiral Inc. (5.56375%); Stelaron Inc. (25%); Heyco Employees, Ltd. (1.90125%)	Global Natural Resources Corporation of Nevada et al	Harvey E. Yates Co. et al - 100%				0.01659000
2	Inca Federal	T18S, R32E Section 19: Lots 1 & 2 (W/2 NW/4) and NE/4 NW/4 Lea County, New Mexico	122.07	NM-9016 HBP		United States of America *Step Scale 12.5 - 32%		Curry & Thornton (25%); St. Mary Land & Exploration Company et al - 12.5% Slate Oil & Gas Corp. (50%) George H. Hunker (25%)	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%				0.26699500
3A	Conoco No. 1	T18S, R32E Section 18: Lot 4 (SW/4 SW/4) Lea County, New Mexico	41.01	NM - 9017 HBP		United States of America *Step Scale 12.5 - 32%		Conoco, Inc.	Five States 1994-E, Ltd. - 12.5%	Higgins Trust, Inc. et al - 100%				0.08530000
3B	Conoco No. 3	T18S, R32E Section 19: Lot 3 (NW/4 SW/4) Lea County, New Mexico	41.04	NM - 9017 HBP		United State of America *Step Scale 12.5 - 32%		Conoco, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%				0.05866500

TRACT NO.	TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. & EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY/CARRIED WORKING INTEREST OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT	
4	Mohawk No. 1	T18S, R32E Section 19: NE/4 SW/4 Lea County, New Mexico	40	NM - 9019 HBP	United States of America - **12.5%:	Gladys Shannon (1%); Elizabeth S. Borggaard (1.21875%); David T. Edwards (1.21875%); Kate N. Edwards (2.4375%); William J. Casey (3.125%); Mildred M. Trammell (3.125%); Trammell Estate (3.125%); Nicholas R. Dupont (20.3125%); E. J. McCurdy Est. (65.0625%)	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.02784	
5A	Geronimo No. 3	T18S, R31E Section 24: NE/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 HBP	United States of America - **12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.12367000	
5B	Geronimo No. 4	T18S, R31E Section 24: SE/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 HBP	United States of America - **12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.08685000	
5C	Geronimo No. 5	T18S, R31E Section 24: Part of NW/4 NE/4 Eddy County, New Mexico	20	NM NM-025777 HBP	United States of America - **12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%	St. Mary Land & Exploration Company et al - 100%	0.02293500	
5D	Geronimo No. 8	T18S, R31E Section 24: NE/4 SE/4 Eddy County, New Mexico	40	NM NM-025777 HBP	United States of America - **12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%	St. Mary Land & Exploration Company et al - 100%	0.03186000	
5E	Geronimo No. 9	T18S, R31E Section 24: SW/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 HBP	United States of America - **12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.06723000	
5F	Geronimo No. 10	T18S, R31E Section 24: NW/4 SE/4 Eddy County, New Mexico	40	NM NM-025777 HBP	United States of America - **12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.02345500	
5G	Geronimo No. 12	T18S, R31E Section 24: Part of the NW/4 NE/4 Eddy County, New Mexico	20	NM NM-025777 HBP	United States of America - **12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%	St. Mary Land & Exploration Company et al - 100%	0.02181000	
6	Jade No. 1	T18S, R32E Section 19: SE/4 NW/4 Lea County, New Mexico	40	NM - 67987 HBP	United States of America - Oil: *Step- Scale 12.5% - 17%: Gas: 12.5%	Intoil, Inc. (50%); Siete Oil & Gas Corp. (50%)	St. Mary Land & Exploration Company et al - 1.875%	St. Mary Land & Exploration Company et al - 100%	0.09090500	
Total Unit Acres:			604.12	*Subject to Stripper Well qualification on Oil						1.00000000

EXHIBIT "C"

East Shugart Delaware Unit							
Tract Participation Factors							
Tract No.	Tract Name	% of Acres	% of Cum Oil	% of Oil Rate	% of OOIP	% of Rem. Prim	Unit Participation
1A	S. Taylor 2	6.62%	8.99%	8.83%	6.24%	8.03%	7.5875%
1B	S. Taylor 3	6.62%	0.00%	0.00%	3.32%	0.00%	1.6590%
2	Inca Fed	20.21%	28.95%	28.07%	26.62%	24.54%	26.6995%
3A	Conoco 1	6.79%	10.77%	11.10%	5.09%	11.76%	8.5300%
3B	Conoco 3	6.80%	2.86%	5.18%	6.75%	7.35%	5.8665%
4	Mohawk 1	6.62%	1.40%	2.25%	3.32%	2.35%	2.7840%
5A	Geronimo 3	6.62%	15.95%	12.37%	11.15%	13.94%	12.3670%
5B	Geronimo 4	6.62%	9.92%	6.02%	10.92%	6.62%	8.6850%
5C	Geronimo 5	3.31%	2.93%	1.75%	3.06%	0.18%	2.2935%
5D	Geronimo 8	6.62%	2.09%	2.59%	4.26%	1.28%	3.1880%
5E	Geronimo 9	6.62%	5.47%	6.65%	6.69%	8.22%	6.7230%
5F	Geronimo 10	6.62%	1.42%	2.39%	2.23%	2.08%	2.3455%
5G	Geronimo 12	3.31%	1.83%	1.75%	3.06%	0.53%	2.1810%
6	Jade 1	6.62%	7.42%	11.05%	7.29%	13.12%	9.0905%
		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Participation Formula: (5% X Acres) + (15% X Cum Oil) + (25% X Oil Rate) + (40% X OOIP) + (15% X Rem. Prim)							
Acres = Number of acres within the tract.							
Cum Oil = Amount of Primary oil produced as of 6/1/98.							
Oil Rate = Average daily production rate from 1/98 through 5/98.							
OOIP = Original Oil In Place.							
Rem. Prim. = Remaining unproduced primary reserves.							

EXHIBIT "D"

Attached to East Shugart (Delaware) Unit Operating Agreement

OWNER	WI	S. Taylor 2 Tract 1A GWI	S. Taylor 3 Tract 1B GWI	Inca Fed Tract 2 GWI	Conoco 1 Tract 3A GWI	Conoco 3 Tract 3B GWI	Mohawk Tract 4 GWI	Geronimo 3 Tract 5A GWI	Geronimo 4 Tract 5B GWI	Geronimo 5 Tract 5C GWI	Geronimo 8 Tract 5D GWI	Geronimo 9 Tract 5E GWI	Geronimo 10* Tract 5F GWI	Geronimo 12 Tract 5G GWI	Jade 1 Tract 6 GWI	Total Unit Participation GWI
Riverhill Energy Corporation	WI			0.02536453	0.00292366	0.00500600	0.00237564	0.00745931	0.00552538	0.00179931	0.00243004	0.00442921	0.00171339	0.00176470	0.00413618	0.06472734
St. Mary Land & Exploration Company	WI			0.22828073	0.02631292	0.04505429	0.02138092	0.06713385	0.04792844	0.01619377	0.02187049	0.03986292	0.01542049	0.01588231	0.03722560	0.58254672
Hare Production Company	WI							0.00087596	0.00097706	0.00025114	0.00047820					0.00185303
Ted E. Bacil	WI				0.00191925			0.00207024	0.00190202	0.00025114	0.00047820					0.00662084
Norman Barker	WI				0.00341200			0.00989360	0.00694800	0.00137610	0.00191280					0.03210590
Floyd A. Blakeney	WI			0.00400493	0.00063975	0.00032999	0.00015660	0.00432845	0.00347400	0.00025802	0.000201690					0.01636305
Borica Oil, Inc.	WI				0.00042650			0.00123670	0.00086850	0.00017201	0.00023910					0.00401324
Harrington Trust	WI			0.00133498	0.00042650	0.00011000	0.00005220	0.00123670	0.00086850	0.00017201	0.00023910					0.00566493
NM&T Resources, LLC	WI				0.00012795			0.00550579	0.00386656	0.00005160	0.00007173					0.01135659
Paula S. Campbell	WI				0.00002133			0.00091763	0.00064443	0.00000860	0.00001196					0.00189277
Brian D. Kantor, Successor to Del Lane	WI							0.00069008	0.00063401							0.00156090
Dr. Michael Norton, III	WI				0.00106625	0.00728475	0.00345704	0.00309175	0.00217125	0.00043003	0.00059775					0.02124399
Troy or Sandra Oney	WI							0.00123670								0.00123670
Leonard Schuen	WI							0.00207024	0.00063401							0.00388564
Barbara A. Schatz, Trustee of the Schatz Management Trust UTA 9/1/92	WI				0.00085300			0.00247340	0.00173700	0.00034403	0.00047820					0.00802648
Edwin G. Wallace	WI							0.00069008	0.00063401							0.00116371
William Nicky	WI								0.00063401	0.00031306						0.00142070
Gary Keith Tannahill, Barbara Carthel Mathis and Amarillo National Bank, Co-Trustees u/w/o Chester Francis Carthel, dec'd f/b/o Olga Eudora Tannahill Mathis	WI				0.00021325					0.00008601	0.00011955					0.00061787
Gary Keith Tannahill, Barbara Carthel Mathis and Amarillo National Bank, Co-Trustees u/w/o Chester Francis Carthel, dec'd f/b/o Theodore H. Carthel	WI				0.00021325					0.00008601	0.00011955					0.00061787
Don L. Lee	WI				0.00021325					0.00008601	0.00011955					0.00061787
Richard E. O'Connell	WI				0.000085300					0.00034403	0.00047820					0.01203971
Gwendolyn Manning Williams	WI				0.00127950			0.00371010	0.00260550	0.00051604	0.00071730					0.00067230
Leslie Fisher	WI									0.00034403	0.00047820					0.00067230
E & S. L.L.C.	WI			0.00266995	0.00068240	0.00021999	0.00010440	0.00307196	0.00215735	0.00010321	0.00014346					0.00014073
Dean Kinsolving	WI			0.00266995	0.00042650	0.00021999	0.00010440	0.00247340	0.00173700	0.00017201	0.00023910					0.01069413
Patrick J. Morallo	WI							0.00061835	0.00043425	0.00017201	0.00023910					0.00138875
David J. Mossler	WI				0.00042650			0.00123670	0.00086850	0.00017201	0.00023910					0.00401324
John & Alice Sharp	WI							0.00123670								0.00190900
Steve or Lola Bell	WI							0.00041232								0.00041232
Nelson B. Alpers, Trustee of the Nelson B. Alpers Family Trust UTA 5/1/297	WI									0.00043425						0.00043425
John V. Fox	WI															0.00011728
Patricia K. Jennings	WI			0.00133498	0.00021325	0.00011000	0.00005220			0.00011955						0.00240177
J. David Wraher, Jr.	WI									0.00125528						0.00125528
Gene Shumate	WI															0.00032439
Five States 1994-E Ltd.	WI															0.02132500
Five States 1995-B Ltd.	WI				0.01066250											0.01066250

EXHIBIT "D"

Attached to East Shugart (Delaware) Unit Operating Agreement

OWNER	S. Taylor 2 Tract 1A GWI	S. Taylor 3 Tract 1B GWI	Inca Fed Tract 2 GWI	Coroco 1 Tract 3A GWI	Coroco 3 Tract 3B GWI	Mohawk Tract 4 GWI	Geronimo 3 Tract 5A GWI	Geronimo 4 Tract 5B GWI	Geronimo 5 Tract 5C GWI	Geronimo 8 Tract 5D GWI	Geronimo 9 Tract 5E GWI	Geronimo 10* Tract 5F GWI	Geronimo 12 Tract 5G GWI	Jade 1 Tract 6 GWI	Total Unit Participation GWI
Five States 1995-D Ltd.				0.00133498										0.00045453	0.01066250
J. E. Cieszinski				0.01066250	0.00011000	0.00005220								0.04545250	0.00195170
Intoil, Inc.															0.04545250
Nortex Corporation	WI 0.01896875	0.00414750													0.02311625
Harvey E. Yates Company	WI 0.03195186	0.00698624													0.03893810
Spiral, Inc.	WI 0.00422150	0.00092303													0.00514452
Explorers Petroleum Corp.	WI 0.00422150	0.00092303													0.00514452
HEYCO Employees Ltd.	WI 0.00144257	0.00031542													0.00175799
Yates Energy Corporation	WI 0.01020312	0.00223090													0.01243402
Jalapeno Corporation	WI 0.00486571	0.00106388													0.00592959
TOTAL WI	0.07587500	0.01659000	0.26699500	0.08530000	0.05866500	0.02784000	0.12367000	0.08685000	0.02293500	0.03188000	0.06723000	0.02345500	0.02181000	0.09090500	1.00000000

*NOTE: The working interests in Tract 5F (Geronimo Federal #10) are subject to the terms of that certain farmout agreement dated October 10, 1985, between 18-31, Inc. and Siete Oil & Gas Corp. The working interest shown herein are the Before Payout interests. In the event Tract 5F reaches payout as define in said farmout agreement the working interests in Tract 5F will be adjusted accordingly.

EXHIBIT " E "

Attached to and made a part of that certain Unit Operating Agreement dated _____, 199
relative to the East Shugart Delaware Unit among St. Mary Land & Exploration Company,
as Operator, and Norman Barker, et al., as 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 activities required to handle specific operating conditions and problems for the exploration, development, production, protection, maintenance, abandonment, and restoration 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 that 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.

"Material" shall mean personal property, equipment, supplies, or consumables acquired or held for use on the Joint Property.

"Controllable Material" shall mean Material that at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies (COPAS).

"Parties" shall mean legal entities signatory to the agreement, or their successors or assigns, to which this Accounting Procedure is attached.

"Affiliate" shall mean, with respect to the Operator, any party directly or indirectly controlling, controlled by, or under common control with the Operator.

2. STATEMENTS AND BILLINGS

The Operator shall bill Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the preceding month. Such bills shall be accompanied by statements that identify the authority for expenditure, lease or facility, and all charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be summarized by major Material classifications. Intangible drilling costs and audit exceptions shall be separately and clearly identified.

3. ADVANCES AND PAYMENTS BY NON-OPERATORS

A. If gross expenditures for the Joint Account are expected to exceed \$60,000.00 the next succeeding month's operations, the Operator may require the Non-Operators to advance their share of the estimated cash outlay for the month's operations. Unless otherwise provided in the agreement, any billing for such advance shall be payable within 15 days after receipt of the advance request or by the first day of the month for which the advance is required, whichever is later. The Operator shall adjust each monthly billing to reflect advances received from the Non-Operators for such month.

B. Each Non-Operator shall pay its proportion of all bills within ³⁰~~15~~ days of receipt date. *If payment is not made within such time, the unpaid balance shall bear interest compounded monthly using the U.S. Treasury three-month discount rate plus 3% in effect on the first day of the month for each month that the payment is delinquent 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. Interest shall begin accruing on the first day of the month in which the payment was due. *with the exception of advance billings, which are due within 15 days of receipt pursuant to the previous paragraph.

4. ADJUSTMENTS

A. Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; however, all bills and statements (including payout status statements) related to expenditures rendered to Non-Operators by the Operator during any calendar year shall conclusively be presumed to be true and correct after 24 months following the end of any such calendar year, unless within the said period a Non-Operator takes specific detailed written exception thereto and makes claim on the Operator for adjustment.

- B. All adjustments initiated by the Operator except those described in (1) through (4) below are limited to the 24-month period following the end of the calendar year in which the original charge appeared or should have appeared on the Joint Account statement or payout status statement. Adjustments made beyond the 24-month period are limited to the following:
- (1) a physical inventory of Controllable Material as provided for in Section VII
 - (2) an offsetting entry (whether in whole or in part), which is the direct result of a specific joint interest audit exception granted by the Operator relating to another property
 - (3) a government/regulatory audit
 - (4) working interest ownership adjustments

5. EXPENDITURE AUDITS

- A. A Non-Operator, upon notice in writing to the Operator and other Non-Operators, shall have the right to audit the Operator's accounts and records relating to the Joint Account for any calendar year within the 24-month period following the end of such calendar year; however, conducting an audit shall not extend the time for the taking of written exception to and the adjustment 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 that will result in a minimum of inconvenience to the Operator. The 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 the Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit. The lead audit company's audit report shall be issued within 180 days after completion of the audit field work; however, the 180-day time period shall not extend the 24-month requirement for taking specific detailed written exception as required in Paragraph 4.A. above. All claims shall be supported with sufficient documentation. Failure to issue the report within the prescribed time will preclude the Non-Operator from taking exception to any charge billed within the time period audited.

A timely filed audit report or any timely submitted response thereto shall suspend the running of any applicable statute of limitations regarding claims made in the audit report. While any audit claim is being resolved, the applicable statute of limitations will be suspended; however, the failure to comply with the deadlines provided herein shall cause the statute to commence running again.

- B. The Operator shall allow or deny all exceptions in writing to an audit report within 180 days after receipt of such report. Denied exceptions should be accompanied by a substantive response. Failure to respond to an exception with substantive information on denials within the time provided will result in the Operator paying interest on that exception, if ultimately granted, from the date of the audit report. The interest charged shall be calculated in the same manner as used in Section I, Paragraph 3.B.
- C. The lead audit company shall reply to the Operator's response to an audit report within 90 days of receipt, and the Operator shall reply to the lead audit company's follow-up response within 90 days of receipt. If the lead audit company does not provide a substantive response to an exception within 90 days, that unresolved audit exception will be disallowed. If the Operator does not provide a substantive response to the lead auditor's follow-up response within 90 days, that unresolved audit exception will be allowed and credit given the Joint Account.
- D. The lead audit company or Operator may call an audit resolution conference for the purpose of resolving audit issues/exceptions that are outstanding at least 18 months after the date of the audit report. The meeting will require one month's written notice to the Operator and all audit participants, be held at the Operator's office or other mutually agreed upon location, and require the attendance of representatives of the Operator and each audit participant responsible for the area(s) in which the exceptions are based and who have authority to resolve issues on behalf of their company. Any Party who fails to attend the resolution conference shall be bound by any resolution reached at the conference. The lead audit company will coordinate the response/position of the Non-Operators and continue to maintain its traditional role throughout the audit resolution process.

Attendees will make good faith efforts to resolve outstanding issues, and each Party will be required to present substantive information supporting its position. An audit resolution conference may be held as often as agreed to by the Parties. Issues unresolved at one conference can be discussed at subsequent conferences until each such issue is resolved.

6. AFFILIATES

Charges to the Joint Account for any services or Materials provided by an Affiliate shall not exceed average commercial rates for such services or Materials.

Unless otherwise indicated below, Affiliates performing services or providing Materials for Joint Operations shall provide the Operator with written agreement to make their records relating to the work performed for the Joint Account available for audit upon request by a Non-Operator under this Accounting Procedure. These records shall include, but not be limited to, invoices, field work tickets, equipment use records, employee time reports, and payroll summaries relating to the work performed for the Joint Account. All audits will be conducted pursuant to Section I, Paragraph 5.

~~The Parties agree that records relating to the work performed by Affiliates will not be made available for audit.~~

7. APPROVAL BY PARTIES

sixty-five

An affirmative vote of 2 or more Parties having a combined working interest of _____ percent (65%) shall be required for all items in this Accounting Procedure requiring approval by the Parties. This vote shall be taken in writing, in a meeting, or by telephone and results shall be binding on all Parties. ~~All votes must be confirmed in writing by each Party to the Operator within two business days. The Operator shall give notice to all Parties of the results.~~

8. AMENDMENT OF RATES

All rates provided in Fixed Rate (Section II, Paragraph 1), Facilities (Section IV, Paragraph 1), and/or Overhead (Section V, Paragraph 1.A.) shall be adjusted each year as of the first day of the production month of April 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 recommended by COPAS each year. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

The Operator may, at intervals of at least two years, elect to review the costs associated with any fixed rate and calculate a new rate. At intervals of at least four years, Non-Operators with 50% or more of the Non-Operators' working interest may challenge any rate subject to this provision provided such challenge is supported by factual data. If a rate is so challenged, the Operator shall calculate a new rate. The calculation of any new rate shall be in accordance with COPAS recommendations or other procedures approved by the Parties. The new rate shall then be proposed for approval by the Parties.

II. METHOD OF CHARGES TO JOINT ACCOUNT

The Operator shall charge the Joint Account for the costs of Joint Operations in accordance with only one of the following options. The method of charges to the Joint Account may be changed if approved by the Parties in accordance with Section I, Paragraph 7.

~~1. FIXED RATE~~

~~A fixed rate of \$ _____ per month per active well~~

~~Active wells are those wells that qualify for a producing overhead charge as specified in Section V, Paragraph 1.A.(3) of this procedure.~~

~~The fixed rate will compensate the Operator for all costs applicable to Joint Operations except for royalties, ad valorem taxes, and production/severance taxes paid by the Operator for the Joint Operations and except downhole well work, Controllable Material, and all projects that qualify for drilling, construction, and/or catastrophe overhead as specified in Section V of this procedure. These exception costs shall be charged as specified in Sections III, IV, and V of this procedure.~~

2. COSTS

Costs as specified in Sections III, IV, and V of this procedure

III. COSTS INCURRED ON THE JOINT PROPERTY

The Operator shall charge the Joint Account for the following items less discounts taken, which are incurred on the Joint Property for Joint Operations. Employees and contract personnel who spend substantially all their time in offices that are not Joint Property are not chargeable under this Section while working in those offices.

1. RENTALS AND ROYALTIES

Lease rentals and royalties paid by the Operator

2. LABOR

Salaries and wages of the Operator's employees directly employed on the Joint Property in the conduct of Joint Operations or while in transit to/from the Joint Property, provided such costs are excluded from the calculation of overhead rates in Section V

Other expenses associated with these employees to the extent the employees' salaries and wages are chargeable are also chargeable as follows:

- A. The Operator's cost of holiday, vacation, sickness, and disability benefits and other customary allowances available to all employees, but specifically excluding severance compensation programs and all employee relocation expenses

Such costs 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. If percentage assessment is used, the rate shall be based on the Operator's recent cost experience.

- B. Expenditures or contributions made pursuant to assessments imposed by governmental authority incurred by the Operator associated with salaries, wages, and benefits charged to the Joint Account

C. Reimbursable travel, meals, and lodging of these employees

D. Government-mandated training

This training charge shall include the wages, salaries, training course cost, and reimbursable travel, meals, and lodging incurred during the training session. The cost of the training course will be limited to prevailing commercial rates.

E. The Operator's cost of established plans for employees' benefits as described in COPAS Interpretation No. 11 determined by applying the employee benefits percent most recently published by COPAS to the chargeable salaries and wages

3. MATERIAL

Materials purchased or furnished by the Operator for use on the Joint Property as provided under Section VI

Only such Materials shall be purchased for or transferred to the Joint Property as may be required for immediate use and are reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

4. TRANSPORTATION

Transportation of company labor, contract personnel, 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 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 the 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 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, unless agreed to by the Parties.

C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking costs is available when the actual charge is less than the amount most recently recommended by COPAS, excluding accessorial charges. Examples of accessorial charges are listed in Bulletin 21.

D. No charge shall be made for transportation costs associated with relocating employees, including the costs of moving their household goods and personal effects, unless agreed to by the Parties.

5. SERVICES

The cost of contract services, equipment, and utilities provided by sources other than the Operator

6. EQUIPMENT FURNISHED BY THE OPERATOR

A. Equipment located on the Joint Property owned by the Operator shall be charged to the Joint Account at the average prevailing commercial rate for such equipment. If an average commercial rate is used to bill the Joint Account, the Operator shall adequately document and support such rate and shall periodically review and update the rate.

B. In lieu of charges in Paragraph 6.A. above, or if a prevailing commercial rate is not available, equipment owned by the Operator will be charged to the Joint Account at the Operator's actual cost. Such costs may include all expenses that would be chargeable pursuant to this Section III if such equipment were jointly owned, depreciation using straight line depreciation method, interest on investment (less gross accumulated depreciation) not to exceed 9% per annum, and an element of the estimated cost to dismantle and abandon the equipment. Charges for depreciation will no longer be allowable once the equipment has been fully depreciated. Actual cost shall not exceed the average prevailing commercial rate.

C. When applicable for Operator-owned or -leased motor vehicles, the Operator shall use rates published by the Petroleum Motor Transport Association or such other organization recognized by COPAS as the official source of such rates. When such rates are not available, the Operator shall comply with the provisions of Paragraph A or B above.

7. DAMAGES AND LOSSES TO JOINT PROPERTY

All costs or expenses necessary for the repair or replacement of Joint Property resulting from damages or losses incurred, except those resulting from the Operator's gross negligence or willful misconduct

8. TAXES AND PERMITS

All taxes and permits of every kind and nature, including penalties and interest, assessed or levied upon or in connection with the Joint Property, or the production therefrom, and which have been paid by the Operator for the benefit of the Parties

If ad valorem taxes paid by the Operator are based in whole or in part upon separate valuations of each Party's working interest, then notwithstanding any contrary provisions, the charges to Parties will be made in accordance with the tax value generated by each Party's working interest.

9. INSURANCE

Net premiums paid for insurance required to be carried for the protection of the Parties

If Joint Operations are conducted at locations where the Operator acts as self-insurer, the Operator shall charge the Joint Account manual rates as regulated by the state in which the Joint Property is located, or in the case of offshore operations, the adjacent state as adjusted for offshore operations by the U.S. Longshoreman and Harbor Workers (USL&H) or Jones Act surcharge, as appropriate.

10. COMMUNICATIONS

Cost of acquiring, leasing, installing, operating, repairing, and maintaining communication systems

11. ECOLOGICAL AND ENVIRONMENTAL

Costs of surveys as well as pollution containment, actual control, and resulting responsibilities as required by applicable laws or resulting from statutory regulations

12. ABANDONMENT AND RECLAMATION

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

IV. COSTS INCURRED OFF THE JOINT PROPERTY

The Operator shall charge the Joint Account for the following items, which are incurred off the Joint Property for Joint Operations.

1. FACILITIES

A. PRODUCTION-HANDLING FACILITIES

(1) ALLOCATED

The Operator shall allocate charges to the Joint Account on an equitable and consistent basis for facilities that handle substances extracted from or injected into the real property subject to the agreement to which this Accounting Procedure is attached if such facilities are not listed in Paragraph (2) below or covered by a separate facility agreement. Allocable charges for such facilities that are leased or rented shall be at the Operator's cost. All allocable charges for such facilities owned by the Operator shall be operating costs as defined in Section III incurred on the facility site plus depreciation, interest on investment (less gross accumulated depreciation) not to exceed 9 % per annum, and estimated dismantling and abandonment costs. Charges for depreciation will no longer be allowable once the equipment has been fully depreciated. Such rates shall not exceed average commercial rates prevailing in the area of the Joint Property.

In lieu of charges in Paragraph 1.A.(1) above for Operator-owned facilities, the Operator may elect to charge average commercial rates prevailing in the immediate area of the Joint Property. If average commercial rates are used, the Operator shall adequately document and support the rates.

~~**(2) FIXED RATE**~~

~~The Operator shall charge the Joint Account monthly for the following facilities based on the rates and units provided:~~

FACILITY TYPE (function performed)	FIXED RATE	UNITS (Well, MCF, BOE, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

~~1. OTHER FACILITIES~~

~~The Operator shall charge the Joint Account for use of other facilities not covered by Section IV, Paragraph 1.A. (such as shore bases, field offices, telecommunication equipment, and computer equipment) as listed below or if subsequently approved by the Parties. (Choose and complete only one methodology for each facility type.)~~

FACILITY TYPE (function performed)	AVG COM-MERCIAL RATES	FIXED RATE BASIS		ACTUAL COST ALLOCATION
		RATE (Well, MCF, BOE, etc.)	UNITS	BASIS
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

If the Actual Cost Allocation method is chosen, all allocable charges for such facilities owned by the Operator shall be operating costs as defined in Section III incurred on the facility site plus depreciation, interest on investment (less gross accumulated depreciation) not to exceed 9 % per annum, and estimated dismantling and abandonment costs. Charges for depreciation will no longer be allowable once the equipment has been fully depreciated. Such rates shall not exceed average commercial rates prevailing in the area of the Joint Property.

2. ECOLOGICAL AND ENVIRONMENTAL

Ecological and environmental costs are those that arise from compliance with governmental or regulatory requirements or prudent operations. These costs that are incurred off the Joint Property shall be

- allocated directly to the Joint Account
- included in the Overhead rates provided in Section V

3. LEGAL EXPENSE

The Operator may not charge for services of the Operator's legal staff or fees and expense of outside attorneys unless approved by the Parties in writing. Other expenses of handling, settling, or otherwise discharging litigation, claims, liens, title examinations, and curative work necessary to protect or recover the Joint Property shall be chargeable.

4. TRAINING

Training mandated by governmental authorities for those employees who would be chargeable to the Joint Account under Section III, Paragraph 2, of this Accounting Procedure if they were not attending the training shall be chargeable to the Joint Account. This training charge shall include costs as defined in Section III, Paragraph 2.D. but incurred off the Joint Property.

5. ENGINEERING, DESIGN, AND DRAFTING

Engineering, design, and drafting costs associated with major construction or catastrophes, as defined in Section V, Paragraph 2, of this Accounting Procedure, may be charged to the Joint Account only when the Operator elects to charge overhead for major construction or catastrophes per Section V, Paragraph 2.B. Such charges shall be determined in a manner consistent with those defined in Section III, Paragraphs 2 and 5.

V. OVERHEAD

The Operator shall be compensated for costs not chargeable in Section III (Costs Incurred On The Joint Property) or Section IV (Costs Incurred Off The Joint Property) that are incurred in connection with and in support of Joint Operations.

1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS

As compensation for overhead in connection with drilling and producing operations, the Operator shall charge on either a

- Fixed Rate Basis, Paragraph 1.A., or
- Percentage Basis, Paragraph 1.B.

A. OVERHEAD—FIXED RATE BASIS

- (1) The Operator shall charge the Joint Account at the following rates per well month:
 - Drilling well rate per month \$ 5000.00 (Prorated for less than a full month)
 - Producing well rate per month \$ 522.00

(2) Application of overhead—drilling well rate shall be as follows:

- (a) Charges for onshore drilling wells shall begin on spud date and terminate on the date the drilling or completion equipment is released, whichever occurs later. Charges for offshore drilling wells shall begin on the date drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location or the rig is released, whichever occurs first. No charge shall be made during suspension of drilling or completion operations for 15 or more consecutive calendar days.
- (b) Charges for wells undergoing any type of workover, recompletion, or abandonment for a period of five consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from the date workover operations, with the rig or other units used in workover, commence through the date of the rig or other unit release, except that no charges shall be made during suspension of operations for 15 or more consecutive calendar days.

(3) Application of overhead—producing well rate shall be as follows:

- (a) An active well completion for any portion of the month shall qualify for a one-well charge for the entire month. An active completion is one that is
 - [1] produced,
 - [2] injected into for recovery or disposal, or
 - [3] used to obtain a water supply to support production operations.
- (b) Each active completion in a multi-completed well in which production is not commingled downhole shall qualify for a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- (c) 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 the drilling well rate applies.
- (d) All wells not meeting the criteria set forth in this Paragraph A (3) (a), (b), or (c) shall not qualify for a producing overhead charge.

~~B OVERHEAD—PERCENTAGE BASIS~~

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

- ~~(a) Development rate _____ percent (___%) of the cost of development of the Joint Property exclusive of costs provided under Section IV, Paragraph 3 and all salvage credits.~~
- ~~(b) Operating rate _____ percent (___%) of the cost of operating the Joint Property exclusive of costs provided under Section III, Paragraph 1 and Section IV, Paragraph 3; all salvage credits; the value of injected substances purchased for secondary recovery; and all taxes and assessments that 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:~~

- ~~(a) Development shall include all costs in connection with

 - [1] drilling, redrilling, plugging back, or deepening of any or all wells
 - [2] workover operations requiring a period of five consecutive work days or more on any or all wells
 - [3] preliminary expenditures necessary in preparation for drilling
 - [4] expenditures incurred in abandoning when the well is not completed as a producer
 - [5] original construction or installation of fixed assets, expansion of fixed assets, and any other project clearly discernible as a fixed asset, except major construction as defined in Section V, Paragraph 2~~
- ~~(b) Operating shall include all other costs in connection with Joint Operations except that catastrophe costs shall be assessed overhead as provided in Section V, Paragraph 2.~~

2. OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHES -- TO BE NEGOTIATED

~~Major construction is defined as any project in excess of \$ _____ required for the construction and installation of fixed assets, the expansion of fixed assets, or in the dismantling for abandonment of fixed assets as required for the development and operation of the Joint Property.~~

~~Catastrophe is defined as a calamitous event bringing damage, loss, or destruction resulting from a single occurrence requiring expenditures in excess of \$ _____ to restore the Joint Property to the equivalent condition that existed prior to the event causing the damage.~~

~~To compensate the Operator for overhead costs incurred in connection with major construction and catastrophes, the Operator shall either negotiate a rate prior to beginning the work or shall charge the Joint Account for overhead based on the following rates:~~

~~A. If the Operator absorbs engineering, design, and drafting costs related to the project, the overhead assessment will be _____ % of total project costs.~~

~~If the Operator charges engineering, design, and drafting costs related to the project directly to the Joint Account, the overhead assessment will be _____ % of total project costs.~~

~~For each project, the Operator shall provide advance notice to the Non-Operators in writing if option A or B above will be used for calculating construction or catastrophe overhead. For purposes of calculating overhead, the cost of drilling and workover wells shall be excluded and catastrophe expenditures to which these rates apply shall not be reduced by insurance recoveries. Overhead assessed under the construction and catastrophe provisions shall be in lieu of all other overhead provisions.~~

VI. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS

The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and dispositions. The Operator normally provides all Material for use on the Joint Property but does not warrant the Material furnished. At the Operator's option, Material may be supplied by Non-Operators.

1. DIRECT PURCHASES

Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. A direct purchase is determined to occur when an agreement is made between an Operator and a third party for the acquisition of Materials for a specific well site or location. Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material does not pass from the vendor until usage, is considered a direct purchase. If Material is found to be defective or is returned to the vendor for any other reason, credit shall be passed to the Joint Account when adjustments have been received by the Operator from the manufacturer, distributor, or agent.

2. TRANSFERS

A transfer is determined to occur when the Operator furnishes Material from its storage facility or from another operated property. Additionally, the Operator has assumed liability for the storage costs and changes in value and has previously secured and held title to the transferred Material. Similarly, the removal of Material from a Joint Property to the Operator's facility or to another operated property is also considered a transfer. Material that is moved from the Joint Property to a temporary storage location pending disposition may remain charged to the Joint Account and is not considered a transfer.

A. PRICING

The value of Material transferred to/from the Joint Property should generally reflect the market value on the date of transfer. Transfers of new Material will be priced using one of the following new Material bases:

- (1) Published prices in effect on the date of movement as adjusted by the appropriate COPAS Historical Price Multiplier (HPM) or prices provided by the COPAS Computerized Equipment Pricing System (CEPS)

The HPMs and the associated date of published price to which they should be applied will be published by COPAS periodically.

- (a) For oil country tubulars and line pipe, the published price shall be based upon eastern mill (Houston for special end) carload base prices effective as of the date of movement, plus transportation cost as defined in Section VI, Paragraph 2.B.
 - (b) For other Material, the published price shall be the published list price in effect at the date of movement, as listed by a supply store nearest the Joint Property or point of manufacture, plus transportation costs as defined in Section VI, Paragraph 2.B.
- (2) A price quotation that reflects a current realistic acquisition cost may be obtained from a supplier/manufacturer.
 - (3) Historical purchase price may be used, providing it reflects a current realistic acquisition cost on the date of movement. Sufficient price documents should be available to Non-Operators for purposes of verifying Material transfer valuation.
 - (4) As agreed to by the Parties

B. FREIGHT

Transportation costs should be added to the Material transfer price based on one of the following:

- (1) Transportation costs for oil country tubulars and line pipe shall be calculated using the distance from eastern mill to the railway receiving point nearest the Joint Property based on the carload weight basis as recommended by COPAS in Bulletin 21 and current interpretations.
- (2) Transportation costs for special mill items shall be calculated from that mill's shipping point to the railway receiving point nearest the Joint Property. For transportation costs from other than eastern mills, the 30,000-pound Specialized Motor Carriers interstate truck rate shall be used. Transportation costs for macaroni tubing shall be calculated based on the Specialized Motor Carriers rate per weight of tubing transferred to the railway receiving point nearest the Joint Property.
- (3) Transportation costs for special end tubular goods shall be calculated using the 30,000-pound Specialized Motor Carriers interstate truck rate from Houston, Texas, to the railway receiving point nearest the Joint Property.

- (4) Transportation costs for Material other than that described in Section VI, Paragraphs 2.B(1) through (3), if applicable, shall be calculated from the supply store or point of manufacture, whichever is appropriate, to the railway receiving point nearest the Joint Property.

C. CONDITION

- (1) Condition "A"—New and unused Material in sound and serviceable condition shall be charged at one hundred percent of the price as determined in Section VI, Paragraphs 2.A and B. Material transferred from the Joint Property that was not placed in service on the Joint Property shall be credited as charged without gain or loss. Any unused Material that was charged to the Joint Account through a direct purchase will be credited to the Joint Account at the original cost paid. All refurbishing costs necessary to correct handling or transportation damages and other related costs will be borne by the divesting property. The Joint Account is responsible for Material preparation, handling, and transportation costs for new and unused Material charged to the property either through a direct purchase or transfer. Any preparation costs performed, including any internal or external coating and wrapping, will be credited on new Material provided these costs were not repeated for the receiving property.
- (2) Condition "B"—Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced at the condition percentage most recently recommended by COPAS times the price determined by the pricing guidelines in Section VI, Paragraphs 2.A and B. Any cost of reconditioning to return the Material to Condition B will be absorbed by the divesting property.

If the Material was originally charged to the Joint Account as used Material and placed in service on the Joint Property, the Material will be credited at the condition percentage most recently recommended by COPAS times the price as determined in Section VI, Paragraphs 2.A and B.

Used Material transferred from the Joint Property that was not placed in service on the property shall be credited as charged without gain or loss.

- (3) Condition "C"—Material that is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at the condition percentage most recently recommended by COPAS times the price determined in Section VI, Paragraphs 2.A and B. 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.
- (4) Condition "D"—Other Material that is no longer suitable for its original purpose but usable for some other purpose is considered Condition D Material. Included under Condition "D" is also obsolete items or Material that does not meet original specifications but still has value and can be used in other services as a substitute for items with different specifications. Due to the condition or value of other used and obsolete items, it is not possible to price these items under Section VI, Paragraph 2.A. The price used should result in the Joint Account being charged or credited with the value of the service rendered or use of the Material. In some instances, it may be necessary or desirable to have the Material specially priced as agreed to by the parties.
- (5) Condition "E"—Junk shall be priced at prevailing scrap value prices.

D. OTHER PRICING PROVISIONS

- (1) Preparations Costs
Costs incurred by the Operator in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged to the Joint Account at prices reflective of the Operator's actual costs of the services. Documentation must be retained to support the cost of service. New coating and/or wrapping may be charged per Section VI, Paragraph 2.A.
- (2) Loading and Unloading Costs
Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with the methods specified in COPAS Bulletin 21.

3. DISPOSITION OF SURPLUS

Surplus Material is that Material, whether new or used, that is no longer required for Joint Operations. The Operator may purchase, but shall be under no obligation to purchase, the interest of the Non-Operator in surplus Material.

Dispositions for the purpose of this procedure are considered to be the relinquishment of title of the Material from the Joint Property to either a third party, a Non-Operator, or to the Operator. To avoid the accumulation of surplus Materials, the Operator should make good faith efforts to dispose of surplus within 12 months through buy/sale agreements, trade, sale to a third party, division in-kind, or other dispositions as agreed to by the Parties.

An Operator may, through a sale to an unrelated third party or entity, dispose of surplus Material having a gross sale value that is less than or equal to the Operator's expenditure limit as set forth in the Operating Agreement to which this Accounting Procedure is attached without the prior approval of the Non-Operator. If the gross sale value exceeds the Operating Agreement expenditure limit, the disposal must be agreed to by the Parties.

The Operator may dispose of Condition D and E Material under procedures normally utilized by the Operator without prior approval.

4. SPECIAL PRICING PROVISIONS

A. PREMIUM PRICING

Whenever Material is not readily replaceable due to 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 use and to billing Non-Operators for such Material. During premium pricing periods, each Non-Operator shall have the right to furnish in-kind all or part of his share of such Material suitable for use and acceptable to the Operator by so electing and notifying the Operator within ten days after receiving notice from the Operator.

B. SHOP-MADE ITEMS

Shop-made items may be priced using the value of the Material used to construct the item plus labor costs. If the Material is from a scrap or junk account, the Material may be priced at either 25% of the current price as determined in Section VI, Paragraph 2.A, or scrap value, whichever is higher, plus estimated labor costs to fabricate the item.

C. MILL REJECTS

Mill rejects purchased as "limited service" casing or tubing shall be priced at 80% of K-55/J-55 price as determined in Section VI, Paragraphs 2.A and B. Line pipe converted to casing or tubing with casing or tubing couplings attached shall be priced as K-55/J-55 casing or tubing at the nearest size and weight.

VII. INVENTORIES OF CONTROLLABLE MATERIAL

The Operator shall maintain records of Controllable Material charged to the Joint Account, as defined in the COPAS Material Classification Manual, with sufficient detail to perform the physical inventories requested unless directed otherwise by the Non-Operators.

Adjustments to the Joint Account by the Operator resulting from a physical inventory of jointly owned Controllable Material are limited to the six months following the taking of the inventory. Charges and credits for overages or shortages will be valued for the Joint Account based on Condition B prices in effect on the date of physical inventory and determined in accordance with Section VI, Paragraphs 2.A. and B, unless the inventorying Parties can prove another Material condition applies.

1. DIRECTED INVENTORIES

With an interval of not less than five years, physical inventories shall be performed by the Operator upon written request of a majority in working interests of the Non-Operators.

Expenses of directed inventories will be borne by the Joint Account and may include the following:

- A. Audit per diem rate for each inventory person in line with the auditor rates determined, adjusted, and published each April by COPAS

The per diem should also be applied to a reasonable number of days for pre-inventory work and for report preparation. The amount of time required for this additional work may vary from inventory to inventory.

- B. Actual travel including Operator-provided transportation and personal expenses for the inventory team
- C. Reasonable charges for report typing and processing

The Operator is expected to exercise judgment in keeping expenses within reasonable limits. Unless otherwise agreed, costs associated with any post-report follow-up work in settling the inventory will be absorbed by the Non-Operator incurring such costs. Any anticipated disproportionate costs should be discussed and agreed upon prior to commencement of the inventory.

When directed inventories are performed, all Parties shall be governed by such inventory.

2. NON-DIRECTED INVENTORIES

A. OPERATOR INVENTORIES

Periodic physical inventories that are not requested by the Non-Operator may be performed by the Operator at the Operator's discretion. The expenses of conducting such Operator inventories shall not be charged to the Joint Account.

B. NON-OPERATOR INVENTORIES

Any Non-Operator(s) may conduct a physical inventory at reasonable times with prior notification to the Operator. Such inventories shall be conducted at the sole cost and risk of the participating Non-Operator(s).

C. OTHER INVENTORIES

Other physical inventories may be taken whenever there is any sale or change of interest. When possible, the selling Party should notify all other owners 30 days prior to the anticipated closing date. When there is a change in Operator of the Joint Property, an inventory by the former and new Operator should be taken. The expenses of conducting such other inventories shall be charged to the Joint Account.

EXHIBIT "F"

ATTACHED TO AND MADE A PART
OF THE
UNIT OPERATING AGREEMENT

EAST SHUGART (DELAWARE) UNIT
EDDY AND LEA COUNTIES, NEW MEXICO

Insurance

At all times while operations are conducted hereunder, Operator shall carry insurance of the types and in the maximum amounts as follows:

- a. Workers' Compensation Insurance in full compliance with all Statutory limits.
- b. Employer's Liability Insurance in the limits of \$500,000 per accident covering injury or death to any employee that may be outside the scope of the Workers' Compensation statute of the state in which the work is performed.
- c. Commercial General Liability (CGL) Insurance in the limits of \$5,000,000 for any one occurrence. If such CGL contains an aggregate limit, it shall apply separately to this project and shall cover liability arising from premises, operations, including completion operations, independent contractors, products-completed operations, property damage per occurrence for blowout, cratering, underground resources, equipment damage, pollution coverage for oil and gas operations, personal injury and broad form contractual liability with respect to any contract into which the operator may enter under the terms of this agreement.
- d. Business Auto Policy covering owned, non-owned, and hired automotive equipment with limits of not less than \$1,000,000 for any one accident combined single limit bodily injury and property damage liability.

All such insurance shall be carried by an acceptable insurer or insurers, shall be maintained in full force and effect during the terms of this agreement, and shall not be canceled, altered or amended without 30 days prior written notice having first been furnished the state of New Mexico and all non-operating parties. Operator agrees to have its insurance carrier furnish non-operating parties certificates of insurance evidencing such insurance coverages as required above upon request.

This insurance shall be primary to any insurance carried by non-operating working interest owners. Operator and non-operating working interest owners agree to mutually waive subrogation in favor of each other in all insurance carried by each party and/or to obtain such waiver from the insurance carrier if so required by the insurance contract.

Operator carries Control of Well Insurance covering expenses involved in controlling a blowout, the expense of redrilling, and certain other related costs. This insurance shall cover non-operating working interest owners and shall be billed to the joint account.

If any non-operating working interest owner elects not to be covered by Operator's Control of Well Insurance, he will notify Operator in writing within ten (10) days of execution of this agreement and furnish Operator a Certificate of Insurance for Well Control coverage in an amount not less than \$3,000,000 per occurrence. Such insurance shall be maintained in force at all times prior to termination of this Operating Agreement.

Operator shall carry such other insurance as may be mutually agreed upon by all parties.

1 **NOTE:** Instructions For Use of Gas Balancing
2 Agreement **MUST** be reviewed before finalizing this
3 document.

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EXHIBIT "G"
GAS BALANCING AGREEMENT ("AGREEMENT")
ATTACHED TO AND MADE PART OF THAT CERTAIN
OPERATING AGREEMENT DATED _____
BY AND BETWEEN St. Mary Land & Exploration Company, as Operator,
AND _____ ("OPERATING AGREEMENT")
RELATING TO THE East Shugart Delaware Unit _____ AREA,
Eddy and Lea _____ COUNTY/PARISH, STATE OF NEW MEXICO

COUNTIES

16 **1. DEFINITIONS**

17 The following definitions shall apply to this Agreement:

18 1.01 "Arm's Length Agreement" shall mean any gas sales agreement with an unaffiliated purchaser or any gas sales
19 agreement with an affiliated purchaser where the sales price and delivery conditions under such agreement are
20 representative of prices and delivery conditions existing under other similar agreements in the area between
21 unaffiliated parties at the same time for natural gas of comparable quality and quantity.

22 1.02 "Balancing Area" shall mean (select one):

23 each well subject to the Operating Agreement that produces Gas or is allocated a share of Gas production. If a
24 single well is completed in two or more producing intervals, each producing interval from which the Gas
25 production is not commingled in the wellbore shall be considered a separate well.

26 ~~all of the acreage and depths subject to the Operating Agreement.~~

27 _____
28 _____
29 _____
30 _____

31 1.03 "Full Share of Current Production" shall mean the Percentage Interest of each Party in the Gas actually produced
32 from the Balancing Area during each month.

33 1.04 "Gas" shall mean all hydrocarbons produced or producible from the Balancing Area, whether from a well classified
34 as an oil well or gas well by the regulatory agency having jurisdiction in such matters, which are or may be made
35 available for sale or separate disposition by the Parties, excluding oil, condensate and other liquids recovered by
36 field equipment operated for the joint account. "Gas" does not include gas used in joint operations, such as for fuel,
37 recycling or reinjection, or which is vented or lost prior to its sale or delivery from the Balancing Area.

38 1.05 "Makeup Gas" shall mean any Gas taken by an Underproduced Party from the Balancing Area in excess of its Full
39 Share of Current Production, whether pursuant to Section 3.3 or Section 4.1 hereof.

40 1.06 "Mcf" shall mean one thousand cubic feet. A cubic foot of Gas shall mean the volume of gas contained in one cubic
41 foot of space at a standard pressure base and at a standard temperature base.

42 1.07 "MMBtu" shall mean one million British Thermal Units. A British Thermal Unit shall mean the quantity of heat
43 required to raise one pound avoirdupois of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a
44 constant pressure of 14.73 pounds per square inch absolute.

45 1.08 "Operator" shall mean the individual or entity designated under the terms of the Operating Agreement or, in the
46 event this Agreement is not employed in connection with an operating agreement, the individual or entity
47 designated as the operator of the well(s) located in the Balancing Area.

48 1.09 "Overproduced Party" shall mean any Party having taken a greater quantity of Gas from the Balancing Area than
49 the Percentage Interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.

50 1.10 "Overproduction" shall mean the cumulative quantity of Gas taken by a Party in excess of its Percentage Interest in
51 the cumulative quantity of all Gas produced from the Balancing Area.

52 1.11 "Party" shall mean those individuals or entities subject to this Agreement, and their respective heirs, successors,
53 transferees and assigns.

54 1.12 "Percentage Interest" shall mean the percentage or decimal interest of each Party in the Gas produced from the
55 Balancing Area pursuant to the Operating Agreement covering the Balancing Area.

56 1.13 "Royalty" shall mean payments on production of Gas from the Balancing Area to all owners of royalties, overriding
57 royalties, production payments or similar interests.

58 1.14 "Underproduced Party" shall mean any Party having taken a lesser quantity of Gas from the Balancing Area than
59 the Percentage Interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.

60 1.15 "Underproduction" shall mean the deficiency between the cumulative quantity of Gas taken by a Party and its
61 Percentage Interest in the cumulative quantity of all Gas produced from the Balancing Area.

62 1.16 (Optional) "Winter Period" shall mean the month(s) of November and December
63 January and February in the succeeding calendar year.

64 **2. BALANCING AREA**

65 2.1 If this Agreement covers more than one Balancing Area, it shall be applied as if each Balancing Area were covered
66 by separate but identical agreements. All balancing hereunder shall be on the basis of Gas taken from the Balancing Area
67 measured in ~~Alternative A) _____ Mcfs or (Alternative B) _____ MMBtus.~~ Mcfs or MMBtus.

68 2.2 In the event that all or part of the Gas deliverable from a Balancing Area is or becomes subject to one or more
69 maximum lawful prices, any Gas not subject to price controls shall be considered as produced from a single Balancing Area
70 and Gas subject to each maximum lawful price category shall be considered produced from a separate Balancing Area.

71 **3. RIGHT OF PARTIES TO TAKE GAS**

72 3.1 Each Party desiring to take Gas will notify the Operator, or cause the Operator to be notified, of the volumes
73 nominated, the name of the transporting pipeline and the pipeline contract number (if available) and meter station relating
74 to such delivery, sufficiently in advance for the Operator, acting with reasonable diligence, to meet all nomination and other

1 requirements. Operator is authorized to deliver the volumes so nominated and confirmed (if confirmation is required) to the
2 transporting pipeline in accordance with the terms of this Agreement.

3 3.2 Each Party shall make a reasonable, good faith effort to take its Full Share of Current Production each month, to the
4 extent that such production is required to maintain leases in effect, to protect the producing capacity of a well or reservoir, to
5 preserve correlative rights, or to maintain oil production.

6 3.3 When a Party fails for any reason to take its Full Share of Current Production (as such Share may be reduced by the
7 right of the other Parties to make up for Underproduction as provided herein), the other Parties shall be entitled to take any
8 Gas which such Party fails to take. To the extent practicable, such Gas shall be made available initially to each Underproduced
9 Party in the proportion that its Percentage Interest in the Balancing Area bears to the total Percentage Interests of all
10 Underproduced Parties desiring to take such Gas. If all such Gas is not taken by the Underproduced Parties, the portion not
11 taken shall then be made available to the other Parties in the proportion that their respective Percentage Interests in the
12 Balancing Area bear to the total Percentage Interests of such Parties.

13 3.4 All Gas taken by a Party in accordance with the provisions of this Agreement, regardless of whether such Party is
14 underproduced or overproduced, shall be regarded as Gas taken for its own account with title thereto being in such taking
15 Party.

16 3.5 Notwithstanding the provisions of Section 3.3 hereof, no Overproduced Party shall be entitled in any month to take any
17 Gas in excess of three hundred percent (300%) of its Percentage Interest of the Balancing Area's then-current Maximum
18 Monthly Availability; provided, however, that this limitation shall not apply to the extent that it would preclude production
19 that is required to maintain leases in effect, to protect the producing capacity of a well or reservoir, to preserve correlative
20 rights, or to maintain oil production. "Maximum Monthly Availability" shall mean the maximum average monthly rate of
21 production at which Gas can be delivered from the Balancing Area, as determined by the Operator, considering the maximum
22 efficient well rate for each well within the Balancing Area, the maximum allowable(s) set by the appropriate regulatory agency,
23 mode of operation, production facility capabilities and pipeline pressures.

24 3.6 In the event that a Party fails to make arrangements to take its Full Share of Current Production required to be
25 produced to maintain leases in effect, to protect the producing capacity of a well or reservoir, to preserve correlative rights, or
26 to maintain oil production, the Operator may sell any part of such Party's Full Share of Current Production that such Party fails
27 to take for the account of such Party and render to such Party, on a current basis, the full proceeds of the sale, less any
28 reasonable marketing, compression, treating, gathering or transportation costs incurred directly in connection with the sale of
29 such Full Share of Current Production. In making the sale contemplated herein, the Operator shall be obligated only to obtain
30 such price and conditions for the sale as are reasonable under the circumstances and shall not be obligated to share any of its
31 markets. Any such sale by Operator under the terms hereof shall be only for such reasonable periods of time as are consistent
32 with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one
33 year. Notwithstanding the provisions of Article 3.4 hereof, Gas sold by Operator for a Party under the provisions hereof shall
34 be deemed to be Gas taken for the account of such Party.

35 4. IN-KIND BALANCING

36 4.1 Effective the first day of any calender month following at least thirty (30) days' prior
37 written notice to the Operator, any Underproduced Party may begin taking, in addition to its Full Share of Current
38 Production and any Makeup Gas taken pursuant to Section 3.3 of this Agreement, a share of current production determined
39 by multiplying fifty percent (50 %) of the Full Shares of Current Production of all Overproduced Parties by
40 a fraction, the numerator of which is the Percentage Interest of such Underproduced Party and the denominator of which
41 is the total of the Percentage Interests of all Underproduced Parties desiring to take Makeup Gas. In no event will an
42 Overproduced Party be required to provide more than fifty percent (50 %) of its Full Share of Current
43 Production for Makeup Gas. The Operator will promptly notify all Overproduced Parties of the election of an Underproduced
44 Party to begin taking Makeup Gas.

45 4.2 (Optional - Seasonal Limitation on Makeup - Option 1) Notwithstanding the provisions of Section 4.1, the
46 average monthly amount of Makeup Gas taken by an Underproduced Party during the Winter Period pursuant to Section 4.1
47 shall not exceed the average monthly amount of Makeup Gas taken by such Underproduced Party during the
48 four (4) months immediately preceding the Winter Period.

49 4.2 (Optional - Seasonal Limitation on Makeup - Option 2) Notwithstanding the provisions of Section 4.1, the
50 average monthly amount of Makeup Gas taken by an Underproduced Party during the Winter Period pursuant to Section 4.1
51 shall not exceed the average monthly amount of Makeup Gas taken by such Underproduced Party during the
52 four (4) months immediately preceding the Winter Period.

52 4.3 (Optional) Notwithstanding any other provision of this Agreement, at such time and for so long as Operator, or
53 (insofar as concerns production by the Operator) any Underproduced Party, determines in good faith that an Overproduced
54 Party has produced all of its share of the ultimately recoverable reserves in the Balancing Area, such Overproduced Party may
55 be required to make available for Makeup Gas, upon the demand of the Operator or any Underproduced Party, up to
56 one hundred percent (100 %) of such Overproduced Party's Full Share of Current Production.

57 5. STATEMENT OF GAS BALANCES

58 5.1 The Operator will maintain appropriate accounting on a monthly and cumulative basis of the volumes of Gas that each
59 Party is entitled to receive and the volumes of Gas actually taken or sold for each Party's account. Within thirty (30)
60 days after the month of production, the Operator will furnish a statement for such month showing (1) each Party's Full Share of
61 Current Production, (2) the total volume of Gas actually taken or sold for each Party's account, (3) the difference between
62 the volume taken by each Party and that Party's Full Share of Current Production, (4) the Overproduction or
63 Underproduction of each Party, and (5) other data as recommended by the provisions of the Council of Petroleum
64 Accountants Societies Bulletin No. 24, as amended or supplemented hereafter. Each Party taking Gas will promptly provide to
65 the Operator any data required by the Operator for preparation of the statements required hereunder.

66 5.2 If any Party fails to provide the data required herein for four (4) consecutive production months, the Operator, or
67 where the Operator has failed to provide data, another Party, may audit the production and Gas sales and transportation
68 volumes of the non-reporting Party to provide the required data. Such audit shall be conducted only after reasonable notice and
69 during normal business hours in the office of the Party whose records are being audited. All costs associated with such audit
70 will be charged to the account of the Party failing to provide the required data.

71 6. PAYMENTS ON PRODUCTION

72 6.1 Each Party taking Gas shall pay or cause to be paid all production and severance taxes due on all volumes of Gas
73 actually taken by such Party.

74 6.2 (Alternative 1 - Entitlements) Each Party shall pay or cause to be paid all Royalty due with respect to Royalty

1 ~~owners to whom it is accountable as if such Party were taking its Full Share of Current Production, and only its Full Share of~~
2 ~~Current Production.~~

3 6.2.1 (Optional - For use only with Section 6.2 - Alternative 1 - Entitlement) Upon written request of a Party
4 taking less than its Full Share of Current Production in a given month ("Current Underproducer"), any Party taking more than
5 its Full Share of Current Production in such month ("Current Overproducer") will pay to such Current Underproducer an
6 amount each month equal to the Royalty percentage of the proceeds received by the Current Overproducer for that portion of
7 the Current Underproducer's Full Share of Current Production taken by the Current Overproducer; provided, however, that
8 such payment will not exceed the Royalty percentage that is common to all Royalty burdens in the Balancing Area. Payments
9 made pursuant to this Section 6.2.1 will be deemed payments to the Underproduced Party's Royalty owners for purposes of
10 Section 7.5.

11 6.2 (Alternative 2 - Sales) Each Party shall pay or cause to be paid Royalty due with respect to Royalty owners to
12 whom it is accountable based on the volume of Gas actually taken for its account.

13 6.3 In the event that any governmental authority requires that Royalty payments be made on any other basis than that
14 provided for in this Section 6, each Party agrees to make such Royalty payments accordingly, commencing on the effective date
15 required by such governmental authority, and the method provided for herein shall be thereby superseded.

16 7. CASH SETTLEMENTS

17 7.1 Upon the earlier of the plugging and abandonment of the last producing interval in the Balancing Area, the termination
18 of the Operating Agreement or any pooling or unit agreement covering the Balancing Area, or at any time no Gas is taken
19 from the Balancing Area for a period of twelve (12) consecutive months, any Party may give written notice calling for cash
20 settlement of the Gas production imbalances among the Parties. Such notice shall be given to all Parties in the Balancing Area.

21 7.2 Within sixty (60) days after the notice calling for cash settlement under Section 7.1, the Operator will distribute to each
22 Party a Final Gas Settlement Statement detailing the quantity of Overproduction owed by each Overproduced Party to each
23 Underproduced Party and identifying the month to which such Overproduction is attributed, pursuant to the
24 methodology set out in Section 7.4.

25 ~~7.3 (Alternative 1 - Direct Party to Party Settlement) Within sixty (60) days after receipt of the Final Gas Settlement~~
26 ~~Statement, each Overproduced Party will pay to each Underproduced Party entitled to settlement the appropriate cash~~
27 ~~settlement, accompanied by appropriate accounting detail. At the time of payment, the Overproduced Party will notify the~~
28 ~~Operator of the Gas imbalance settled by the Overproduced Party's payment.~~

29 7.3 (Alternative 2 - Settlement Through Operator) Within sixty (60) days after receipt of the Final Gas Settlement
30 Statement, each Overproduced Party will send its cash settlement, accompanied by appropriate accounting detail, to the
31 Operator. The Operator will distribute the monies so received, along with any settlement owed by the Operator as an
32 Overproduced Party, to each Underproduced Party to whom settlement is due within ninety (90) days after issuance of the
33 Final Gas Settlement Statement. In the event that any Overproduced Party fails to pay any settlement due hereunder, the
34 Operator may turn over responsibility for the collection of such settlement to the Party to whom it is owed, and the Operator
35 will have no further responsibility with regard to such settlement.

36 7.3.1 (Optional - For use only with Section 7.3, Alternative 2 - Settlement Through Operator) Any Party shall have
37 the right at any time upon thirty (30) days' prior written notice to all other Parties to demand that any settlements due such
38 Party for Overproduction be paid directly to such Party by the Overproduced Party, rather than being paid through the
39 Operator. In the event that an Overproduced Party pays the Operator any sums due to an Underproduced Party at any time
40 after thirty (30) days following the receipt of the notice provided for herein, the Overproduced Party will continue to be liable
41 to such Underproduced Party for any sums so paid, until payment is actually received by the Underproduced Party.

42 7.4 (Alternative 1 - Historical Sales Basis) The amount of the cash settlement will be based on the proceeds
43 received by the Overproduced Party under an Arm's Length Agreement for the Gas taken from time to time by the
44 Overproduced Party in excess of the Overproduced Party's Full Share of Current Production. Any Makeup Gas taken by the
45 Underproduced Party prior to monetary settlement hereunder will be applied to offset Overproduction chronologically in the
46 order of accrual.

47 ~~7.4 (Alternative 2 - Weighted Average Price) The amount of the cash settlement will be based on the weighted average price~~
48 ~~received by the Overproduced Party for the gas sold from the Balancing Area in excess of the Overproduced Party's Full Share of Current Production.~~
49 ~~Any Makeup Gas taken by the Underproduced Party prior to monetary settlement hereunder will be applied to offset Overproduction~~
50 ~~chronologically in the order of accrual.~~
51 ~~The weighted average price shall be calculated as follows:~~
52 ~~Weighted Average Price = Total Proceeds / Total Gas Sold~~

53 7.5 The values used for calculating the cash settlement under Section 7.4 will include all proceeds received for the sale of the
54 Gas by the Overproduced Party calculated at the Balancing Area, after deducting any production or severance taxes paid and any
55 Royalty actually paid by the Overproduced Party to an Underproduced Party's Royalty owner(s), to the extent said payments
56 amounted to a discharge of said Underproduced Party's Royalty obligation, as well as any reasonable marketing, compression,
57 treating, gathering or transportation costs incurred directly in connection with the sale of the Overproduction.

58 7.5.1 (Optional - For use only with Section 7.4, Alternative 1 - Historical Sales Basis) The amount of the cash settlement will be based on the weighted average price
59 received by the Overproduced Party for the gas sold from the Balancing Area in excess of the Overproduced Party's Full Share of Current Production.

60 ~~7.5.2 (Optional - For use only with Section 7.4, Alternative 2 - Weighted Average Price) The amount of the cash settlement will be based on the weighted average price~~
61 ~~received by the Overproduced Party for the gas sold from the Balancing Area in excess of the Overproduced Party's Full Share of Current Production.~~
62 ~~The weighted average price shall be calculated as follows:~~
63 ~~Weighted Average Price = Total Proceeds / Total Gas Sold~~

64 7.5.2 (Optional - For use only with Section 7.4, Alternative 2 - Weighted Average Price) The amount of the cash settlement will be based on the weighted average price
65 received by the Overproduced Party for the gas sold from the Balancing Area in excess of the Overproduced Party's Full Share of Current Production.

66 7.6 To the extent the Overproduced Party did not sell all Overproduction under an Arm's Length Agreement, the cash
67 settlement will be based on the weighted average price received by the Overproduced Party for any gas sold from the
68 Balancing Area.

Balancing Area under Arm's Length Agreements during the months to which such Overproduction is attributed. In the event that no sales under Arm's Length Agreements were made during any such month, the cash settlement for such month will be based on the spot sales prices published for the applicable geographic area during such month in a mutually acceptable pricing bulletin.

7.7 Interest compounded at the rate of ten percent (10 %) per annum or the maximum lawful rate of interest applicable to the Balancing Area, whichever is less, will accrue for all amounts due under Section 7.1, beginning the first day following the date payment is due pursuant to Section 7.3. Such interest shall be borne by the Operator or any Overproduced Party in the proportion that their respective delays beyond the deadlines set out in Sections 7.2 and 7.3 contributed to the accrual of the interest.

7.8 In lieu of the cash settlement required by Section 7.3, an Overproduced Party may deliver to the Underproduced Party an offer to settle its Overproduction in-kind and at such rates, quantities, times and sources as may be agreed upon by the Underproduced Party. If the Parties are unable to agree upon the manner in which such in-kind settlement gas will be furnished within sixty (60) days after the Overproduced Party's offer to settle in kind, which period may be extended by agreement of said Parties, the Overproduced Party shall make a cash settlement as provided in Section 7.3. The making of an in-kind settlement offer under this Section 7.8 will not delay the accrual of interest on the cash settlement should the Parties fail to reach agreement on an in-kind settlement.

7.9 (Optional - For Balancing Areas Subject to Federal Price Regulation) That portion of any monies collected by an Overproduced Party for Overproduction which is subject to refund by orders of the Federal Energy Regulatory Commission or other governmental authority may be withheld by the Overproduced Party until such prices are fully approved by such governmental authority, unless the Underproduced Party furnishes a corporate undertaking, acceptable to the Overproduced Party, agreeing to hold the Overproduced Party harmless from financial loss due to refund orders by such governmental authority.

~~7.10 (Optional - Interim Cash Balancing) At any time during the term of this Agreement, any Overproduced Party may, in its sole discretion, make cash settlement(s) with the Underproduced Parties covering all or part of its outstanding Gas imbalance, provided that such settlements must be made with all Underproduced Parties proportionately based on the relative imbalances of the Underproduced Parties, and provided further that such settlements may not be made more often than once every twenty-four (24) months. Such settlements will be calculated in the same manner provided above for final cash settlements. The Overproduced Party will provide Operator a detailed accounting of any such cash settlement within thirty (30) days after the settlement is made.~~

8. TESTING

Notwithstanding any provision of this Agreement to the contrary, any Party shall have the right, from time to time, to produce and take up to one hundred percent (100%) of a well's entire Gas stream to meet the reasonable deliverability test(s) required by such Party's Gas purchaser, and the right to take any Makeup Gas shall be subordinate to the right of any Party to conduct such tests; provided, however, that such tests shall be conducted in accordance with prudent operating practices only after thirty (30) days' prior written notice to the Operator and shall last no longer than seventy-two (72) hours.

9. OPERATING COSTS

Nothing in this Agreement shall change or affect any Party's obligation to pay its proportionate share of all costs and liabilities incurred in operations on or in connection with the Balancing Area, as its share thereof is set forth in the Operating Agreement, irrespective of whether any Party is at any time selling and using Gas or whether such sales or use are in proportion to its Percentage Interest in the Balancing Area.

10. LIQUIDS

The Parties shall share proportionately in and own all liquid hydrocarbons recovered with Gas by field equipment operated for the joint account in accordance with their Percentage Interests in the Balancing Area.

11. AUDIT RIGHTS

Notwithstanding any provision in this Agreement or any other agreement between the Parties hereto, and further notwithstanding any termination or cancellation of this Agreement, for a period of two (2) years from the end of the calendar year in which any information to be furnished under Section 5 or 7 hereof is supplied, any Party shall have the right to audit the records of any other Party regarding quantity, including but not limited to information regarding Btu-content. Any Underproduced Party shall have the right for a period of two (2) years from the end of the calendar year in which any cash settlement is received pursuant to Section 7 to audit the records of any Overproduced Party as to all matters concerning values, including but not limited to information regarding prices and disposition of Gas from the Balancing Area. Any such audit shall be conducted at the expense of the Party or Parties desiring such audit, and shall be conducted, after reasonable notice, during normal business hours in the office of the Party whose records are being audited. Each Party hereto agrees to maintain records as to the volumes and prices of Gas sold each month and the volumes of Gas used in its own operations, along with the Royalty paid on any such Gas used by a Party in its own operations. The audit rights provided for in this Section 11 shall be in addition to those provided for in Section 5.2 of this Agreement.

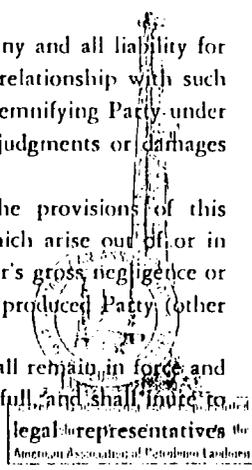
12. MISCELLANEOUS

12.1 As between the Parties, in the event of any conflict between the provisions of this Agreement and the provisions of any gas sales contract, or in the event of any conflict between the provisions of this Agreement and the provisions of the Operating Agreement, the provisions of this Agreement shall govern.

12.2 Each Party agrees to defend, indemnify and hold harmless all other Parties from and against any and all liability for any claims, which may be asserted by any third party which now or hereafter stands in a contractual relationship with such indemnifying Party and which arise out of the operation of this Agreement or any activities of such indemnifying Party under the provisions of this Agreement, and does further agree to save the other Parties harmless from all judgments or damages sustained and costs incurred in connection therewith.

12.3 Except as otherwise provided in this Agreement, Operator is authorized to administer the provisions of this Agreement, but shall have no liability to the other Parties for losses sustained or liability incurred which arise out of, or in connection with the performance of Operator's duties hereunder, except such as may result from Operator's gross negligence or willful misconduct. Operator shall not be liable to any Underproduced Party for the failure of any Overproduced Party (other than Operator) to pay any amounts owed pursuant to the terms hereof.

12.4 This Agreement shall remain in full force and effect for as long as the Operating Agreement shall remain in force and effect as to the Balancing Area, and thereafter until the Gas accounts between the Parties are settled in full, and shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, successors,



legal representatives of the American Association of Petroleum Landowners

1 and assigns, if any. The Parties hereto agree to give notice of the existence of this Agreement to any successor in interest of
2 any such Party and to provide that any such successor shall be bound by this Agreement, and shall further make any transfer of
3 any interest subject to the Operating Agreement, or any part thereof, also subject to the terms of this Agreement.

4 12.5 Unless the context clearly indicates otherwise, words used in the singular include the plural, the plural includes the
5 singular, and the neuter gender includes the masculine and the feminine.

6 12.6 In the event that any "Optional" provision of this Agreement is not adopted by the Parties to this Agreement by a
7 typed, printed or handwritten indication, such provision shall not form a part of this Agreement, and no inference shall be
8 made concerning the intent of the Parties in such event. In the event that any "Alternative" provision of this Agreement is not
9 so adopted by the Parties, Alternative 1 in each such instance shall be deemed to have been adopted by the Parties as a result
10 of any such omission. In those cases where it is indicated that an Optional provision may be used only if a specific Alternative
11 is selected: (i) an election to include said Optional provision shall not be effective unless the Alternative in question is selected;
12 and (ii) the election to include said Optional provision must be expressly indicated hereon, it being understood that the
13 selection of an Alternative either expressly or by default as provided herein shall not, in and of itself, constitute an election to
14 include an associated Optional provision.

15 12.7 This Agreement shall bind the Parties in accordance with the provisions hereof, and nothing herein shall be construed
16 or interpreted as creating any rights in any person or entity not a signatory hereto, or as being a stipulation in favor of any
17 such person or entity.

18 12.8 If contemporaneously with this Agreement becoming effective, or thereafter, any Party requests that any other Party
19 execute an appropriate memorandum or notice of this Agreement in order to give third parties notice of record of same and
20 submits same for execution in recordable form, such memorandum or notice shall be duly executed by the Party to which such
21 request is made and delivered promptly thereafter to the Party making the request. Upon receipt, the Party making the request
22 shall cause the memorandum or notice to be duly recorded in the appropriate real property or other records affecting the
23 Balancing Area.

24 12.9 In the event Internal Revenue Service regulations require a uniform method of computing taxable income by all
25 Parties, each Party agrees to compute and report income to the Internal Revenue Service ~~(select one) as if such Party were~~
26 ~~taking its Full Share of Current Production during each relevant tax period in accordance with such regulations, insofar as same~~
27 ~~relate to entitlement method tax computations, or based on the quantity of Gas taken for its account in accordance with~~
28 such regulations, insofar as same relate to sales method tax computations.

29 **13. ASSIGNMENT AND RIGHTS UPON ASSIGNMENT**

30 13.1 Subject to the provisions of Sections 13.2 (if elected) and 13.3 hereof, and notwithstanding anything in this Agreement
31 or in the Operating Agreement to the contrary, if any Party assigns (including any sale, exchange or other transfer) any of its
32 working interest in the Balancing Area when such Party is an Underproduced or Overproduced Party, the assignment or other
33 act of transfer shall, insofar as the Parties hereto are concerned, include all interest of the assigning or transferring Party in the
34 Gas, all rights to receive or obligations to provide or take Makeup Gas and all rights to receive or obligations to make any
35 monetary payment which may ultimately be due hereunder, as applicable. Operator and each of the other Parties hereto shall
36 thereafter treat the assignment accordingly, and the assigning or transferring Party shall look solely to its assignee or other
37 transferee for any interest in the Gas or monetary payment that such Party may have or to which it may be entitled, and shall
38 cause its assignee or other transferee to assume its obligations hereunder.

39 13.2 (Optional - Cash Settlement Upon Assignment) Notwithstanding anything in this Agreement (including but not
40 limited to the provisions of Section 13.1 hereof) or in the Operating Agreement to the contrary, and subject to the provisions
41 of Section 13.3 hereof, in the event an Overproduced Party intends to sell, assign, exchange or otherwise transfer any of its
42 interest in a Balancing Area, such Overproduced Party shall notify in writing the other working interest owners who are
43 Parties hereto in such Balancing Area of such fact at least thirty (30) days prior to closing the
44 transaction. Thereafter, any Underproduced Party may demand from such Overproduced Party in writing, within
45 fifteen (15) days after receipt of the Overproduced Party's notice, a cash settlement of its
46 Underproduction from the Balancing Area. The Operator shall be notified of any such demand and of any cash settlement
47 pursuant to this Section 13, and the Overproduction and Underproduction of each Party shall be adjusted accordingly. Any cash
48 settlement pursuant to this Section 13 shall be paid by the Overproduced Party on or before the earlier to occur (i) of sixty (60)
49 days after receipt of the Underproduced Party's demand or (ii) at the closing of the transaction in which the Overproduced
50 Party sells, assigns, exchanges or otherwise transfers its interest in a Balancing Area on the same basis as otherwise set forth in
51 Sections 7.3 through 7.6 hereof, and shall bear interest at the rate set forth in Section 7.7 hereof, beginning sixty (60) days
52 after the Overproduced Party's sale, assignment, exchange or transfer of its interest in the Balancing Area for any amounts not
53 paid. Provided, however, if any Underproduced Party does not so demand such cash settlement of its Underproduction from the
54 Balancing Area, such Underproduced Party shall look exclusively to the assignee or other successor in interest of the
55 Overproduced Party giving notice hereunder for the satisfaction of such Underproduced Party's Underproduction in accordance
56 with the provisions of Section 13.1 hereof.

57 13.3 The provisions of this Section 13 shall not be applicable in the event any Party mortgages its interest or disposes of its
58 interest by merger, reorganization, consolidation or sale of substantially all of its assets to a subsidiary or parent company, or to
59 any company in which any parent or subsidiary of such Party owns a majority of the stock of such company.

60 ~~14. OTHER PROVISIONS~~

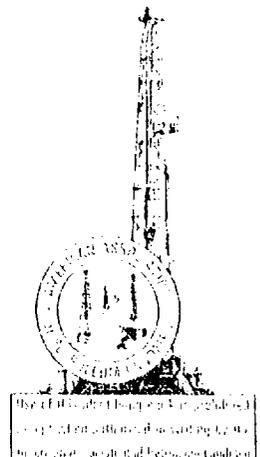


EXHIBIT "H"

Attached to and made a part of that certain Unit Operating Agreement dated _____, 1998, by and between ST. MARY LAND & EXPLORATION COMPANY, as Contractor, and NORMAN BARKER, et al., as Non-Contractors.

Unless exempted by Federal law, regulation or order, the following terms and conditions shall apply during the performance of this contract:

EQUAL OPPORTUNITY CLAUSE

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts, by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law

7. The Contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. If required to do so by Federal law, regulation, order, Contractor agrees that he shall:
1. File with the Office of Federal Contract Compliance or agency designated by it, a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after signing of this Agreement (unless such a report has been filed in the last 12 months), and continue to file such reports annually, on or before March 31st.
 2. Develop and maintain a written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order No. 11246, as amended.

CERTIFICATE OF NONSEGREGATED FACILITIES

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The Contractor understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the Equal Opportunity Clause required by Executive Order No. 11246 of September 24, 1965, and the regulations of the Secretary of Labor set out in 41 CFR Chapter 60. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files, and that it forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES: A Certification of Nonsegregated Facilities as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 F.R. 7439, May 19, 1967), and as required by the regulations of the Secretary of Labor set out in 41 CFR Chapter 60, and as they may be amended, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

MODEL FORM RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENT

THIS AGREEMENT, entered into by and between St. Mary Land & Exploration Company, hereinafter referred to as "Operator", and the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator", and collectively as "Non-Operators".

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated _____ (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.

2. The parties do hereby agree that:

A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.

B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.

C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.

D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A", all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.

E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.

F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.

G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.

I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.

J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.

K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead),

1 contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of
2 the foregoing.

3 D. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such
4 party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien
5 and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this
6 agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and
7 Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment,
8 merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest
9 granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this
10 agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.

11 C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which
12 the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code.
13 The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an
14 election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In
15 addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of
16 funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect
17 from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by
18 such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from
19 the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default
20 from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any
21 recourse available against purchasers for releasing production proceeds as provided in this paragraph.

22 D. If any party fails to pay its share of expense within one hundred-twenty (120) days after rendition of a statement
23 therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid
24 amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid
25 by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this
26 paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available
27 under the Operating Agreement or otherwise.

28 E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the
29 failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this
30 agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any
31 available right of redemption from and after the date of judgment, any required valuation or appraisal of the
32 mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets
33 and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each
34 party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights
35 granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable
36 law or otherwise in a commercially reasonable manner and upon reasonable notice.

37 F. The lien and security interest granted by this paragraph 3 supplements identical rights granted under the
38 Operating Agreement.

39 G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the
40 mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment
41 to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials
42 supplied by Operator.

43 H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and
44 this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is
45 located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other
46 applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation
47 statement as necessary under the Uniform Commercial Code, or other state laws.

48 4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of
49 this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file
50 of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of
51 termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial
52 obligations.

53 5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties
54 hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or
55 other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly
56 permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the
57 Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an
58 ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to
59 the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties
60 shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until
61 thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing
62 from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of
63 obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest
64 transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under
65 this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment,
66 and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden
67 the interest transferred to secure payment of any such obligations.

68 6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the
69 Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.

70 7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been
71 executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of
72 the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which
73 own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the
74 remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.

1 8. Other provisions.

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IN WITNESS WHEREOF, this agreement shall be effective as of the _____ day of _____, 19 _____.

ATTEST OR WITNESS:

OPERATOR

By: _____
Type or Print Name
Title: _____
Date: _____
Address: _____

ATTEST OR WITNESS:

NON-OPERATORS

By: _____
Type or Print Name
Title: _____
Date: _____
Address: _____

ATTEST OR WITNESS:

By: _____
Type or Print Name
Title: _____
Date: _____
Address: _____

ATTEST OR WITNESS:

By: _____
Type or Print Name
Title: _____
Date: _____
Address: _____

ATTEST OR WITNESS:

By: _____
Type or Print Name
Title: _____
Date: _____
Address: _____

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[GAS ONLY]

	S. Taylor 13 #2		S. Taylor 13 #3		Inca Fed		Conoco 1		Conoco 3		Mohawk		Geronimo 3		Geronimo 4		Geronimo 5		Geronimo 8		Geronimo 9		Geronimo 10*		Geronimo 12		Jade 1		Total Unit Participation		
	Tract 1A	NRI	Tract 1B	NRI	Tract 2	NRI	Tract 3A	NRI	Tract 3B	NRI	Tract 4	NRI	Tract 5A	NRI	Tract 5B	NRI	Tract 5C	NRI	Tract 5D	NRI	Tract 5E	NRI	Tract 5F	NRI	Tract 5G	NRI	Tract 6	NRI	NRI		
OWNER																															
Riverhill Energy Corporation					0.01902339		0.00219274		0.00375452		0.00178174		0.00559448		0.00399403		0.00135808		0.00183448		0.00332191		0.00128504		0.00133171		0.00349964		0.00349964	0.04897198	
St. Mary Land & Exploration Company					0.17121054		0.01973469		0.03379069		0.01603568		0.05035039		0.03594633		0.01222274		0.01651046		0.02989719		0.01156537		0.01198534		0.03149858		0.03149858	0.44074800	
Hare Production Company																															0.00138977
Ted E. Bacil																															0.00496563
Norman Barker																															0.02407943
Floyd A. Blakeney					0.00300369		0.00047981		0.00024749		0.00011745		0.00324634		0.00260550		0.00019351		0.00143460		0.00151268		0.00017591		0.00012268		0.00034089		0.00034089	0.01227229	
Bonita Oil, Inc.							0.00031988		0.00008250		0.00003915		0.00092753		0.00065138		0.00012901		0.00017933		0.00050423		0.00017591		0.00012268		0.00034089		0.00034089	0.00447370	
Harrington Trust					0.00100123		0.00031988		0.00009596		0.00009596		0.00412934		0.00289992		0.00003870		0.00005380		0.00121014		0.00005277		0.00003680		0.00034089		0.00034089	0.00851744	
NM&T Resources, LLC							0.00009596		0.00001599		0.000079969		0.00058822		0.00048332		0.00000645		0.00000897		0.00020169		0.00000880		0.00000613		0.00034089		0.00034089	0.00141957	
Paula S. Campbell							0.00001599		0.00001599		0.000079969		0.00058822		0.00048332		0.00000645		0.00000897		0.00020169		0.00000880		0.00000613		0.00034089		0.00034089	0.00117068	
Brian D. Kantor, Successor to Del Lane							0.000079969		0.000546356		0.00259278		0.00051756		0.00047550		0.00032252		0.00044831		0.00126056		0.00000000		0.00030670		0.00034089		0.00034089	0.01593299	
Dr. Michael Norton, III							0.000079969		0.000546356		0.00259278		0.00051756		0.00047550		0.00032252		0.00044831		0.00126056		0.00000000		0.00030670		0.00034089		0.00034089	0.00092753	
Troy or Sandra Oney							0.000079969		0.000546356		0.00259278		0.00051756		0.00047550		0.00032252		0.00044831		0.00126056		0.00000000		0.00030670		0.00034089		0.00034089	0.00291423	
Leonard Schaefer							0.000079969		0.000546356		0.00259278		0.00051756		0.00047550		0.00032252		0.00044831		0.00126056		0.00000000		0.00030670		0.00034089		0.00034089	0.01593299	
Barbara A. Schatz, Trustee of the Schatz Management Trust UTA 9/1/92							0.000079969		0.000546356		0.00259278		0.00051756		0.00047550		0.00032252		0.00044831		0.00126056		0.00000000		0.00030670		0.00034089		0.00034089	0.00092753	
Edwin G. Wallace							0.000079969		0.000546356		0.00259278		0.00051756		0.00047550		0.00032252		0.00044831		0.00126056		0.00000000		0.00030670		0.00034089		0.00034089	0.00291423	
William Nickey							0.000079969		0.000546356		0.00259278		0.00051756		0.00047550		0.00032252		0.00044831		0.00126056		0.00000000		0.00030670		0.00034089		0.00034089	0.00291423	
Gary Keith Tannahill, Barbara Carthel Mathis and Amarillo National Bank, Co-Trustees u/w/o Chester Francis Carthel, dec'd f/b/o Olga Eudora Tannahill Mathis							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00601986	
Gary Keith Tannahill, Barbara Carthel Mathis and Amarillo National Bank, Co-Trustees u/w/o Chester Francis Carthel, dec'd f/b/o Theodore H. Carthel							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00087279	
Don L. Lee							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Richard E. O'Connell							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Gwendolyn Manning Williams							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Leslie Fisher							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
E & S, L.L.C.							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Dean Kinsolving							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Patrick J. Morello							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
David J. Mossler							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
John & Alice Sharp							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Steve or Lola Bell							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Nelson B. Alpers, Trustee of the Nelson B. Alpers Family Trust U/T/A 5/12/97							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
John V. Fox							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Patricia K. Jennings							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
J. David Wraether, Jr.							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Gene Shurnate							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Five States 1994-E Ltd.							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Five States 1995-B Ltd.							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
Five States 1995-D Ltd.							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
J. E. Cieszinski							0.00015994		0.00063975		0.00015994		0.00185505		0.00130275		0.00025802		0.00035865		0.00100845		0.00035183		0.00024536		0.0006340		0.0006340	0.00106553	
J. E. Cieszinski																															

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[LIQUID HYDROCARBONS ONLY]

OWNER		S. Taylor 13 #2 Tract 1A	S. Taylor 13 #3 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Gerónimo 3 Tract 5A	Gerónimo 4 Tract 5B	Gerónimo 5 Tract 5C	Gerónimo 8 Tract 5D	Gerónimo 9 Tract 5E	Gerónimo 10* Tract 5F	Gerónimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation	
Harvey E. Yates Company	WI	0.02564136	0.00560646													NRI	0.03124783
Spiral, Inc.	WI	0.00338775	0.00074073														0.00412848
Explorers Petroleum Corp.	WI	0.00338775	0.00074073														0.00141079
HEYCO Employees Ltd.	WI	0.00115767	0.00025312														0.00997830
Yates Energy Corporation	WI	0.00818800	0.00179030														0.00475850
Jalapeño Corporation	WI	0.00390473	0.00085377														0.77522814
TOTAL WI		0.06207523	0.01357269	0.20238221	0.06465740	0.04446807	0.02355264	0.09374186	0.06563230	0.01747074	0.02428459	0.05096034	0.01777889	0.01661377	0.0783741		
Riverhill Energy Corporation	ORI			0.00076604		0.00024100	0.0001437	0.00024734	0.00017370	0.00001290	0.00001793	0.00015127	0.00001759	0.00001227	0.00017045		0.00192486
St. Mary Land & Exploration Company	ORI			0.00689447		0.00216899	0.00102931	0.00222606	0.00156330	0.00011611	0.00016139	0.00136141	0.00015832	0.00011041	0.00153402		0.01732380
Mary Elizabeth Baish	ORI			0.00002224	0.00000711	0.00000489	0.00000232	0.00004416	0.00003101	0.00000819	0.00001138	0.00002401	0.00000838	0.00000779	0.00000000		0.00017148
Karen Elizabeth Charles	ORI			0.00002224	0.00000711	0.00000489	0.00000232	0.00004417	0.00003102	0.00000819	0.00001139	0.00002401	0.00000838	0.00000779	0.00000000		0.00017151
Gerald E. and Emma Patricia Harrington Trust	ORI							0.00123670	0.00086850	0.00012901	0.00017933	0.00050423	0.00017591	0.00012268			0.00321635
Higgins Trust, Inc.	ORI			0.00066749	0.00021325	0.00014666	0.00006960	0.00021519	0.00015112	0.00003991	0.00005547	0.00011698	0.00004081	0.00003795			0.00175442
E. Bernard Johnston	ORI							0.00054693	0.00038409	0.00010143	0.00014099	0.00029732	0.00010373	0.00009645			0.00167095
Mary Ellen Johnston	ORI							0.00054693	0.00038409	0.00010143	0.00014099	0.00029732	0.00010373	0.00009645			0.00167095
Ray F. Lewis, Jr.	ORI							0.00008626	0.00006058	0.00001600	0.00002224	0.00004689	0.00001636	0.00001521			0.00026354
Margaret Masters	ORI			0.00053399	0.00017060	0.00011733	0.00005568	0.00175018	0.00122910	0.00032458	0.00045117	0.00095144	0.00033194	0.00030866			0.00622465
Michael R. McGuire	ORI							0.00008626	0.00006058	0.00001600	0.00002224	0.00004689	0.00001636	0.00001521			0.00026354
Margaret H. Naylor Revocable Trust	ORI							0.00008595	0.00006036	0.00001594	0.00002216	0.00004672	0.00001630	0.00001516			0.00026259
Wendell W. Iverson, Trustee of the PIP 1990 Trust	ORI							0.00014944	0.00010495	0.00002771	0.00003852	0.00008124	0.00002834	0.00002635			0.00045656
Rojio Inc.	ORI							0.00043099	0.00030267	0.00007993	0.00011110	0.00023430	0.00008174	0.00007601			0.00131674
Wendell W. Iverson, Trustee of the SJJ JR 1990 Trust	ORI							0.00014943	0.00010494	0.00002771	0.00003852	0.00008124	0.00002834	0.00002635			0.00045654
Kathenne Mary Scott	ORI			0.00002224	0.00000711	0.00000489	0.00000232	0.00004417	0.00003102	0.00000819	0.00001139	0.00002401	0.00000838	0.00000779			0.00017151
Phoebe Shelton	ORI							0.00041368	0.00029051	0.00007672	0.00010664	0.00022488	0.00007846	0.00007295			0.00126384
Ralph A. Shugart Trust	ORI							0.00109366	0.00076819	0.00020286	0.00028198	0.00059465	0.00020746	0.00019291			0.00334191
Clifton E. Shumate	ORI							0.00000618	0.00000434	0.00000115	0.00000159	0.00000336	0.00000117	0.00000109			0.00001889
Betty Baish Strohmeyer Estate	ORI			0.00006675	0.00002133	0.00001467	0.00000696	0.00013251	0.00009306	0.00002457	0.000003416	0.00007204	0.00002513	0.00002337			0.00051454
Wendell W. Iverson, Trustee of the WWI 1990 Trust	ORI							0.00014943	0.00010494	0.00002771	0.00003852	0.00008124	0.00002834	0.00002636			0.00045655
Myrtle M. Westall Revocable Trust	ORI							0.00006926	0.00004864	0.00001284	0.00001785	0.00003765	0.00001313	0.00001221			0.00021158
George Westall	ORI			0.00039109	0.00010663	0.00007333	0.00003480	0.00013851	0.00009727	0.00002569	0.000003571	0.00007530	0.00002627	0.00002443			0.00097167
Centennial	ORI			0.00035847	0.00011452	0.00007876	0.00003738										0.00039109
Selma Andrews Trust #5188-01	ORI																0.00058913
Graham Austin and Margaret Austin, Co-Trustees of the Austin Family Trust																	
U/TA 3/22/95	ORI			0.00285767	0.00024657	0.00016958	0.00008047										0.00335429
Nancy Carter	ORI			0.00142882	0.00012329	0.00008479	0.00004024										0.00167715
Randy Gilmore Patterson	ORI			0.00006953	0.00002221	0.00001528	0.00000725										0.00011426
Jack W. McCaw	ORI			0.00006953	0.00002221	0.00001528	0.00000725										0.00011426
William C. White	ORI			0.00006953	0.00002221	0.00001528	0.00000725										0.00011426
Mary Kennedy Gore and Willia Kathryn Kennedy, equally	ORI			0.00020860	0.00006664	0.00004583	0.00002175										0.00034283
EHW, LLC, a New Mexico Limited Liability Company	ORI			0.00020860	0.00006664	0.00004583	0.00002175										0.00034283
Braille Institute of America Inc.	ORI			0.00030902	0.00009873	0.00006790	0.00003222										0.00050787
John Wallace Wallrich	ORI			0.00004173	0.00001333	0.00000917	0.00000435										0.00006858

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[GAS ONLY]

		S. Taylor 13 #2 Tract 1A	S. Taylor 13 #3 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Gerónimo 3 Tract 5A	Gerónimo 4 Tract 5B	Gerónimo 5 Tract 5C	Gerónimo 8 Tract 5D	Gerónimo 9 Tract 5E	Gerónimo 10* Tract 5F	Gerónimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
OWNER		NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI
Beverly Le Tourneau	ORI			0.00004173	0.00001333	0.00000917	0.00000435									0.00006858
William James Wallrich, successor to Eugene Wallrich	ORI			0.00004170	0.00001332	0.00000916	0.00000435									0.00006854
J. W. Wallrich, Jr.	ORI			0.00004170	0.00001332	0.00000916	0.00000435									0.00167713
Lucy McCarley	ORI			0.00142882	0.00012328	0.00008479	0.00004024									0.00021476
Loffland Limited Partnership	ORI				0.00010653	0.00007333	0.00003480									0.00453156
Five States 1994-E Ltd.	ORI				0.00453156											0.00226578
Five States 1995-B Ltd.	ORI				0.00226578											0.00226578
Five States 1995-D Ltd.	ORI				0.00226578											0.00226578
Paul J. Anderson	ORI			0.00266995												0.00266995
Thomas R. Holloway	ORI			0.00266995												0.00266995
Deborah Fedric	ORI			0.00266995												0.00266995
T. E. Brown, Jr.	ORI			0.00156443												0.00156443
Orion Properties, Inc.	ORI			0.00075925												0.00075925
King Properties, Inc.	ORI			0.00157695												0.00157695
Clifton E. Shumate, Jr., Custodial Trustee for the Shareholders of Oil Royalties Corporation	ORI			0.00033374												0.00033374
Jack Folkner	ORI			0.00078219												0.00078219
Louise Folkner Lane	ORI			0.00039109												0.00039109
Robert L. Folkner	ORI			0.00007823												0.00007823
Mark Ryan Folkner	ORI			0.00007823												0.00007823
Carl Lewis Folkner, Jr.	ORI			0.00007823												0.00007823
Stephen Francis Folkner	ORI			0.00007823												0.00007823
John Christopher Folkner	ORI			0.00007823												0.00007823
Conoco, Inc.	ORI															0.00329991
George H. Hunker, Jr.	ORI			0.00266995												0.00291382
George Shannon, Executor O/E/O Gladys Shannon, dec'd.	ORI															0.00015666
William J. Casey	ORI															0.00004894
NationsBank, Trustee u/w/o David B. Trammell	ORI															0.00005187
Carol David Trammell	ORI															0.00002594
NationsBank Texas, N.A., Fort Worth, Trustee of the Margaret Ruth Trammell Trust	ORI															0.00002594
Richard Borgard	ORI															0.00007634
Margaret Johnson McCurdy, Trustee U/T/A 9/30/88	ORI															0.00100322
Harmac Oil & Gas, Inc.	ORI					0.00019250										0.00019250
DNR Oil & Gas, Inc.	ORI						0.00009135									0.00009135
Patrica A. Brunson	ORI			0.00016598												0.00020227
Jimmie L. Charlesworth	ORI			0.00033195												0.00040453
Tommye G. Ewing	ORI			0.00033195												0.00040453
Bette Taylor Garner	ORI			0.00037938												0.00031809
Acme Land Company	ORI															0.00169904
Branex Resources Inc.	ORI			0.00139420												0.00034674
Olin E. Groves	ORI			0.00028453												0.00023116
Cecil E. & Ella Belle Holeman Trust A	ORI			0.00018969												0.00023116

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OWNER	S. Taylor 13 #2 Tract 1A	S. Taylor 13 #3 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronimo 3 Tract 5A	Geronimo 4 Tract 5B	Geronimo 5 Tract 5C	Geronimo 8 Tract 5D	Geronimo 9 Tract 5E	Geronimo 10* Tract 5F	Geronimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
Cecil E. & Elia Belle Holleman Trust B	ORI 0.00018969	NRI 0.00004148	NRI 0.00006532	NRI 0.00006532											0.00023116
Prime Energy Asset & Income Fund AA-3	ORI 0.00029876	0.00006532													0.00036408
Prime Energy Asset & Income Fund AA-4	ORI 0.00029876	0.00006532													0.00036408
Sally Meader Roberts	ORI 0.00028453	0.00006221													0.00034674
Vivian C. Brunson	ORI 0.00016598	0.00003629													0.00020227
TOTAL ORI	0.00431539	0.00094356	0.03337438	0.01066250	0.00733313	0.00348000	0.00989360	0.00694800	0.00140477	0.00195265	0.00537840	0.00152458	0.00133586	0.00170447	0.09025127
18-31, Inc.	CWI						0.00022261	0.00015633	0.00005504	0.00007651	0.00012101	0.00005629	0.00005234		0.00074014
John Michael Frost	CWI						0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141		0.00044409
Marianne Keohane Frost	CWI						0.00066782	0.00046899	0.00016513	0.00022954	0.00036304	0.00016888	0.00015703		0.00222043
Mark James Frost	CWI						0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141		0.00044409
Theresa Ann Frost	CWI						0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.0001258	0.00010469		0.00148028
Sue Saunders Graham	CWI						0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309		0.00018504
Donald S. Iverson, Deceased	CWI						0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309		0.00018504
Iverson, Ill. Inc.	CWI						0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309		0.00018504
PAI Incorporated	CWI														
Jewell Iverson Intervivos Trust, Richard R. Sullivan, Successor Trustee	CWI						0.00016695	0.00011725	0.00004128	0.00005738	0.00009076	0.00004222	0.00003926		0.00055511
S. J. Iverson, Jr.	CWI						0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490		0.00049343
Wendell Welch Iverson	CWI						0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490		0.00049343
Jeanette Y. Keohane	CWI						0.00026713	0.00018760	0.00006605	0.00009181	0.00014522	0.00006755	0.00006281		0.00088817
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Monroe, decd.	CWI						0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963		0.00027755
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Monroe, decd.	CWI						0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963		0.00027755
Patsy Ann Iverson Page	CWI						0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490		0.00049343
Edward T. Matheny, Jr. and Commerce Bank of Kansas City, Trustee U/W/O Elyse Saunders Patterson	CWI						0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.0001258	0.00010469		0.00148028
Wendell W. Iverson, Trustee of the PIP 1990 Trust	CWI						0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	CWI						0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Phoebe Shelton	CWI						0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.0001258	0.00010469		0.00148028
The Toles Company	CWI						0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.0001258	0.00010469		0.00148028
Wendell W. Iverson, Trustee of the WWI 1990 Trust	CWI						0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
TOTAL CWI							0.00556515	0.00390825	0.00137610	0.00191280	0.00302535	0.00140730	0.00130860		0.01650355
Department of the Interior - MMS	RI 0.00948438	0.00207375	0.03337438	0.01066250	0.00733313	0.00348000	0.01545875	0.01085625	0.00286688	0.00398500	0.00840375	0.00293188	0.00272625	0.01136313	0.12500000
TOTAL	0.07587500	0.01659000	0.26699500	0.08530000	0.05866500	0.02784000	0.12367000	0.08685000	0.02293500	0.03188000	0.06723000	0.02345500	0.02181000	0.09090500	1.00000000

*NOTE: The working interests in Tract 5F (Geronimo Federal #10) are subject to the terms of that certain farmout agreement dated October 10, 1985, between 18-31, Inc. and Siete Oil & Gas Corp. The working interest shown herein are the Before Payout interests. In the event Tract 5F reaches payout as define in said farmout agreement the working interests in Tract 5F will be adjusted accordingly.

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OWNER	S. Taylor 13 #2 Tract 1A	S. Taylor 13 #3 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronimo 3 Tract 5A	Geronimo 4 Tract 5B	Geronimo 5 Tract 5C	Geronimo 8 Tract 5D	Geronimo 9 Tract 5E	Geronimo 10* Tract 5F	Geronimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation NRI
Riverhill Energy Corporation	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI
St. Mary Land & Exploration Company	WI	WI	0.17303679	0.01994519	0.03415115	0.01808825	0.05088746	0.03632976	0.01235229	0.01668543	0.03021609	0.01188873	0.01211240	0.03149658	0.44699212
Hare Production Company	WI	WI	0.00066398	0.00145479	0.00258630	0.00221613	0.00379455	0.00200979	0.00565416	0.00403663	0.00137248	0.00185392	0.00335734	0.00134582	0.00349984
Ted E. Bacil	WI	WI	0.00145479	0.00258630	0.00221613	0.00379455	0.00200979	0.00565416	0.00403663	0.00137248	0.00185392	0.00335734	0.00134582	0.00349984	0.00140459
Norman Barker	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.00101191	0.00032329	0.00101191	0.00032329	0.00101191	0.00032329	0.00101191	0.00032329
Floyd A. Blakeney	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.00101191	0.00032329	0.00101191	0.00032329	0.00101191	0.00032329	0.00101191	0.00032329
Bortica Oil, Inc.	WI	WI	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573
Harrington Trust	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
NM&T Resources, LLC	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
Paula S. Cambell	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
Brian D. Kantor, Successor to Del Lane	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
Dr. Michael Norton, III	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
Troy or Sandra Oney	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
Leonard Schaan	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
Barbara A. Schatz, Trustee of the Schatz Management Trust UTA 9/1/92	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
Edwin G. Wallace	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
William Nickey	WI	WI	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329	0.00101191	0.00032329	0.000303573	0.00048493	0.00032329
Gary Keith Tannahill, Barbara Carthell Mathis and Amarillo National Bank, Co-Trustees u/w/o Chester Francis Carthell, dec'd f/b/o Olga Eudora Tannahill Mathis	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00046834
Don L. Lee	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Richard E. O'Connell	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Gwendolyn Manning Williams	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Leslie Fisher	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
E & S, L.L.C.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Dean Kinsolving	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Patrick J. Morello	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
David J. Mossler	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
John & Alice Sharp	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Steve or Lola Bell	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Nelson B. Alpers, Trustee of the Nelson B. Alpers Family Trust U/T/A 5/12/97	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
John V. Fox	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Patricia K. Jennings	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
J. David Wraether Jr.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Gene Shumate	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Five States 1994-E Ltd.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Five States 1995-B Ltd.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Five States 1995-D Ltd.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
J. E. Cieszinski	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Intoil, Inc.	WI	WI	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164	0.00016164
Nortex Corporation	WI	WI	0.01640797	0.00356759	0.000101191	0.000101191	0.000101191	0.000101191	0.000101191	0.000101191	0.000101191	0.000101191	0.000101191	0.000101191	0.01999556

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OWNER															
Harvey E. Yates Company	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI
Spiral, Inc.	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI
Explorers Petroleum Corp.	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI
HEYCO Employees Ltd.	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI
Yates Energy Corporation	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI
Jalapeño Corporation	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI	WI
TOTAL WI	0.02564136	0.00560646	0.00076604	0.06465740	0.04448807	0.02355264	0.09374186	0.06583230	0.01747074	0.02428459	0.05096034	0.01777889	0.01661377	0.07783741	0.77522814
Riverhill Energy Corporation	ORI		0.00076604		0.00024100	0.00011437	0.00024734	0.00017370	0.00001290	0.00001793	0.00015127	0.00001759	0.00001227	0.00017045	0.00192486
St. Mary Land & Exploration Company	ORI		0.00689447		0.00216899	0.00102931	0.00222606	0.00156330	0.00011611	0.00016139	0.00136141	0.00015832	0.00011041	0.00153402	0.01732380
Mary Elizabeth Baisch	ORI		0.00002224		0.00000711	0.00000232	0.00004416	0.00003101	0.00000819	0.00001138	0.00002401	0.00000838	0.00000779	0.00000000	0.00017148
Karen Elizabeth Charles	ORI		0.00002224		0.00000711	0.00000232	0.00004417	0.00003102	0.00000819	0.00001139	0.00002401	0.00000838	0.00000779	0.00000000	0.00017151
Gerald E. and Emma Patricia Harrington Trust	ORI						0.00123670	0.00086850	0.00012901	0.00017933	0.00050423	0.00017591	0.00012268		0.00321635
Higgins Trust, Inc.	ORI		0.00066749		0.00021325	0.00014666	0.00021519	0.00015112	0.00003991	0.00005547	0.00011698	0.00004081	0.00003795		0.00175442
E. Bernard Johnston	ORI						0.00054693	0.00038409	0.00010143	0.00014099	0.00029732	0.00010373	0.00009645		0.00167095
Mary Ellen Johnston	ORI						0.00054693	0.00038409	0.00010143	0.00014099	0.00029732	0.00010373	0.00009645		0.00167095
Ray F. Lewis, Jr.	ORI						0.00008626	0.00006058	0.00001600	0.00002224	0.00004689	0.00001636	0.00001521		0.00026354
Margaret Masters	ORI		0.00053399		0.00017060	0.00005568	0.00175018	0.00122910	0.00032458	0.00045117	0.00095144	0.000033194	0.000030866		0.00622465
Michael R. McGuire	ORI						0.00008626	0.00006058	0.00001600	0.00002224	0.00004689	0.00001636	0.00001521		0.00026354
Margaret H. Naylor Revocable Trust	ORI						0.00008595	0.00006036	0.00001594	0.00002216	0.00004672	0.00001630	0.00001516		0.00026259
Wendell W. Iverson, Trustee of the PIP 1990 Trust	ORI						0.00014944	0.00010495	0.00002771	0.00003852	0.00008124	0.00002834	0.00002635		0.00045656
Rojc Inc.	ORI						0.00043099	0.00030267	0.00007993	0.00011110	0.00023430	0.00008174	0.00007601		0.00131674
Wendell W. Iverson, Trustee of the SUI JR 1990 Trust	ORI						0.00014943	0.00010494	0.00002771	0.00003852	0.00008124	0.00002834	0.00002636		0.00045655
Katherine Mary Scott	ORI		0.00002224		0.00000711	0.00000489	0.00004417	0.00003102	0.00000819	0.00001139	0.00002401	0.00000838	0.00000779		0.00017151
Phoebe Shelton	ORI						0.00041368	0.00029051	0.00007672	0.00010664	0.00022488	0.00007846	0.00007295		0.00126384
Ralph A. Shugart Trust	ORI						0.00109386	0.00076819	0.00020286	0.00028198	0.00059465	0.00020746	0.00019291		0.00334191
Clifton E. Shumate	ORI						0.00000618	0.00000434	0.00000115	0.00000159	0.00000336	0.00000117	0.00000109		0.00001889
Betty Baisch Strohmeyer Estate	ORI		0.00006675		0.000002133	0.000001467	0.00013251	0.00009306	0.00002457	0.00003416	0.00007204	0.00002513	0.00002337		0.00051454
Wendell W. Iverson, Trustee of the WWI 1990 Trust	ORI						0.00014943	0.00010494	0.00002771	0.00003852	0.00008124	0.00002834	0.00002636		0.00045655
Garel Ray Westall & Myrtle Myra Westall	ORI						0.00006926	0.00004864	0.00001284	0.00001785	0.00003765	0.00001313	0.00001221		0.00021158
George Westall	ORI		0.00033374		0.00010663	0.00007333	0.00013851	0.00009727	0.00002569	0.00003571	0.00007530	0.00002627	0.00002443		0.00097167
Centennial	ORI		0.00039109												0.00039109
Selma Andrews Trust #5188-01	ORI		0.00035847		0.00011452	0.00007876									0.00058913
Graham Austin and Margaret Austin, Co-Trustees of the Austin Family Trust U/T/A 3/22/95	ORI														0.00335429
Nancy Carter	ORI		0.00285767		0.00024657	0.00016958	0.00014943	0.00010494	0.00002771	0.00003852	0.00008124	0.00002834	0.00002636		0.00034283
Randy Gilmore Patterson	ORI		0.00142882		0.00012329	0.00008479	0.00016715	0.00011426							0.00016715
Jack W. McCaw	ORI		0.00006953		0.00002221	0.00001528	0.00006953	0.00004321							0.00011426
William C. White	ORI		0.00006953		0.00002221	0.00001528	0.00006953	0.00004321							0.00011426
Mary Kennedy Gore and Willa Kathryn Kennedy, equally	ORI		0.00020860		0.00006664	0.00004583									0.00034283
EHW, LLC, a New Mexico Limited Liability Company	ORI		0.00020860		0.00006664	0.00004583									0.00034283
Braille Institute of America Inc.	ORI		0.00030902		0.00009873	0.00006790									0.00050787
John Wallace Wallrich	ORI		0.00004173		0.00001333	0.00000917									0.00006858

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[LIQUID HYDROCARBONS ONLY]

		S. Taylor 13 #2 Tract 1A	S. Taylor 13 #3 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronomo 3 Tract 5A	Geronomo 4 Tract 5B	Geronomo 5 Tract 5C	Geronomo 8 Tract 5D	Geronomo 9 Tract 5E	Geronomo 10* Tract 5F	Geronomo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
OWNER		NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI	NRI
Beverly Le Toumeau	ORI			0.00004173	0.00001333	0.00000917	0.00000435									0.00006858
William James Wallrich, successor to	ORI			0.00004170	0.00001332	0.00000916	0.00000435									0.00006854
Eugene Wallrich	ORI			0.00004170	0.00001332	0.00000916	0.00000435									0.00167713
J. W. Wallrich, Jr.	ORI			0.00142882	0.00012328	0.00008479	0.00004024									0.00021476
Lucy McCarley	ORI				0.00010663	0.00007333	0.00003480									0.00453156
Loffhand Limited Partnership	ORI				0.00453156											0.00226578
Five States 1994-E Ltd.	ORI				0.00226578											0.00226578
Five States 1995-B Ltd.	ORI				0.00226578											0.00266995
Five States 1995-D Ltd.	ORI				0.00266995											0.00266995
Paul J. Anderson	ORI															0.00291382
Thomas R. Holloway	ORI															0.00156443
Deborah Fedric	ORI															0.00075925
T. E. Brown, Jr.	ORI															0.00157695
Orion Properties, Inc.	ORI															
King Properties, Inc.	ORI															
Clifton E. Shumate, Jr., Custodial Trustee for the Shareholders of Oil Royalties Corporation	ORI															
Jack Folkner	ORI				0.00033374											0.00033374
Louise Folkner Lane	ORI				0.00078219											0.00078219
Robert L. Folkner	ORI				0.00039109											0.00039109
Mark Ryan Folkner	ORI				0.00007823											0.00007823
Carl Lewis Folkner, Jr.	ORI				0.00007823											0.00007823
Stephen Francis Folkner	ORI				0.00007823											0.00007823
John Christopher Folkner	ORI				0.00007823											0.00007823
Conoco, Inc.	ORI															0.00329991
George H. Hunker, Jr.	ORI				0.00266995											0.00291382
George Shannon, Executor O/E/O Gladys Shannon, dec'd.	ORI															0.00001566
William J. Casey	ORI															0.00004894
NationsBank, Trustee u/w/o David B. Tammell	ORI															0.00005187
Carol David Tammell	ORI															0.00002594
NationsBank Texas, N.A., Fort Worth, Trustee of the Margaret Ruth Tammell Trust	ORI															0.00007634
Richard Borgaard	ORI															0.00100322
Margaret Johnson McCurdy, Trustee U/T/A 9/30/88	ORI															0.00019250
Harmac Oil & Gas, Inc.	ORI					0.00019250										0.00009135
DNR Oil & Gas, Inc.	ORI															0.00020227
Patrica A. Brunson	ORI															0.00040453
Jimmie L. Charlesworth	ORI															0.00040453
Tommye G. Ewing	ORI															0.00046233
Bette Taylor Garner	ORI															0.00031809
Acme Land Company	ORI															0.00169904
Branex Resources Inc.	ORI															0.00034674
Olin E. Groves	ORI															0.00023116
Cecil E. & Ella Belle Holeman Trust A	ORI															0.00023116
Cecil E. & Ella Belle Holeman Trust B	ORI															0.00018969

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Agreement
[LIQUID HYDROCARBONS ONLY]

OWNER	ORI	S. Taylor 13 #2 Tract 1A	S. Taylor 13 #3 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronomo 3 Tract 5A	Geronomo 4 Tract 5B	Geronomo 5 Tract 5C	Geronomo 8 Tract 5D	Geronomo 9 Tract 5E	Geronomo 10* Tract 5F	Geronomo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
Prime Energy Asset & Income Fund AA-	ORI	0.00029876	0.00006532													0.00036408
Prime Energy Asset & Income Fund AA-	ORI	0.00029876	0.00006532													0.00036408
Sally Meader Roberts	ORI	0.00028453	0.00006221													0.00020227
Vivian C. Brunson	ORI	0.00016598	0.00003629													
TOTAL ORI		0.00431539	0.00094356	0.03337438	0.01066250	0.00733313	0.00348000	0.00989360	0.00694800	0.00140477	0.00195265	0.00537840	0.00152458	0.00133586	0.00170447	0.09025127
18-31, Inc.	CWI							0.00022261	0.00015633	0.00005504	0.00007651	0.00012101	0.00005629	0.00005234		0.00074014
John Michael Frost	CWI							0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141		0.00044409
Marianne Keohane Frost	CWI							0.00066782	0.00046899	0.00016513	0.00022954	0.00036304	0.00015888	0.00015703		0.00222043
Mark James Frost	CWI							0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141		0.00044409
Theresa Ann Frost	CWI							0.00013356	0.00009380	0.00003303	0.00004591	0.00007261	0.00003378	0.00003141		0.00044409
Sue Saunders Graham	CWI							0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469		0.00148028
Donald S. Iverson, Deceased	CWI							0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309		0.00018504
Iverson, III, Inc.	CWI							0.00005565	0.00003908	0.00001376	0.00001913	0.00003025	0.00001407	0.00001309		0.00018504
PAI Incorporated	CWI							0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963		0.00027755
Jewell Iverson Intervivos Trust, Richard R. Sullivan, Successor Trustee	CWI							0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490		0.00049343
S. J. Iverson, Jr.	CWI							0.00014840	0.00010422	0.00003670	0.00005101	0.00008068	0.00003753	0.00003490		0.00049343
Wendell Welch Iverson	CWI							0.00026713	0.00018760	0.00006605	0.00009181	0.00014522	0.00006755	0.00006281		0.00088817
Jeanette Y. Keohane	CWI							0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963		0.00027755
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Monroe, dec'd.	CWI							0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963		0.00027755
Patsy Ann Iverson Page	CWI							0.00008348	0.00005862	0.00002064	0.00002869	0.00004538	0.00002111	0.00001963		0.00027755
Edward T. Matheny, Jr. and Commerce Bank of Kansas City, Trustee U/W/O Elyse Saunders Patterson	CWI							0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469		0.00148028
Wendell W. Iverson, Trustee of the PIP 1990 Trust	CWI							0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	CWI							0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Phoebe Shelton	CWI							0.00044521	0.00031266	0.00011009	0.00015302	0.00024203	0.00011258	0.00010469		0.00148028
The Toles Company	CWI							0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Wendell W. Iverson, Trustee of the WWI 1990 Trust	CWI							0.00556515	0.00390825	0.00137610	0.00191280	0.00302535	0.00140730	0.00130860		0.01850355
TOTAL CWI								0.00042666	0.00029963	0.00010550	0.00014665	0.00023194	0.00010789	0.00010033		0.00141861
Department of the Interior - MMS	RI	0.00948438	0.00207375	0.03123842	0.00998010	0.00686381	0.00080736	0.01446939	0.01016145	0.00268340	0.00372996	0.00786591	0.00274424	0.00255177	0.01136313	0.11601704
TOTAL		0.07567500	0.01659000	0.26699500	0.08530000	0.05866500	0.02764000	0.12367000	0.08685000	0.02293500	0.03188000	0.06723000	0.02345500	0.02181000	0.09090500	1.00000000

*NOTE: The working interests in Tract 5F (Geronimo Federal #10) are subject to the terms of that certain farmout agreement dated October 10, 1985, between 18-31, Inc. and Siete Oil & Gas Corp. The working interest shown herein are the Before Payout Interests in the event Tract 5F reaches payout as defined in said farmout agreement the working interests in Tract 5F will be adjusted accordingly.

EXHIBIT 6

Working Interest Participation

East Shugart (Delaware) Unit
New Mexico Oil Conservation Division Hearing
July 22, 1999

Parties representing **89.098551%** of the Working Interest in the Unit
have ratified the Unit Agreement and the Unit Operating Agreement.

EXHIBIT 6

EXHIBIT "D"
Attached to East Shugart (Delaware) Unit Operating Agreement

OWNER	S. Taylor 2 Tract 1A GWI	S. Taylor 3 Tract 1B GWI	Inca Fed Tract 2 GWI	Conoco 1 Tract 3A GWI	Conoco 3 Tract 3B GWI	Mohawk Tract 4 GWI	Geronimo 3 Tract 5A GWI	Geronimo 4 Tract 5B GWI	Geronimo 5 Tract 5C GWI	Geronimo 8 Tract 5D GWI	Geronimo 9 Tract 5E GWI	Geronimo 10* Tract 5F GWI	Geronimo 12 Tract 5G GWI	Jade 1 Tract 6 GWI	Total Unit Participation GWI
Riverhill Energy Corporation			0.02536453	0.00292366	0.00500600	0.00237564	0.00745931	0.00532538	0.00179931	0.00243004	0.00442921	0.00171339	0.00176470	0.00413618	0.06472734
St. Mary Land & Exploration Company			0.22828073	0.02631292	0.04505429	0.02138092	0.06713385	0.04792844	0.01619377	0.02187049	0.03986292	0.01542049	0.01588231	0.03722560	0.58254672
Hare Production Company				0.00191925			0.00087596	0.00097706							0.00185303
Ted E. Bacil				0.00341200			0.00207024	0.00190202	0.00025114	0.00047820	0.00537840	0.00187640	0.00130860		0.03210590
Norman Barker				0.00063975	0.00032999	0.00015660	0.00989360	0.00694800	0.00137610	0.00191280	0.00201690	0.00187640	0.0024536	0.00090905	0.01636305
Floyd A. Blakeney			0.00400493	0.00042650			0.00432845	0.00347400	0.00025802		0.00201690	0.00023455	0.00016358		0.00401324
Borica Oil, Inc.			0.00133498	0.00042650	0.00011000	0.00005220	0.00123670	0.00086850	0.00017201	0.00023910	0.00067230	0.00023455	0.00016358	0.00045453	0.00596493
Harrington Trust				0.00042650	0.00012795		0.00550579	0.00386656	0.00005160	0.00007173	0.00161352	0.00007037	0.00004907		0.01135659
NM&T Resources, LLC				0.00002133			0.00091763	0.00064443	0.00000860	0.00001196	0.00026892	0.00001173	0.00000818		0.00189277
Paula S. Campbell															0.00156090
Brian D. Kantor, Successor to Del Lane				0.00106625	0.00728475	0.00345704	0.00069008	0.00063401	0.00217125	0.00043003	0.00059775	0.00105548	0.00040894		0.02124399
Dr. Michael Norton, III							0.00123670				0.00188075				0.00123670
Troy or Sandra Oney							0.00207024	0.00063401			0.00118140				0.00388564
Leonard Schen							0.00247340	0.00173700	0.00034403	0.00047820	0.00134460	0.00046910	0.00032715		0.00802648
Barbara A. Schatz, Trustee of the Schatz Management Trust UTA 9/1/92				0.00085300			0.00069008	0.00063401	0.00031306		0.00047364				0.00116371
Edwin G. Wallace											0.00047364				0.00142070
William Nickey															
Gary Keith Tannahill, Barbara Carthell Mathis and Amanillo National Bank, Co- Trustees w/w/o Chester Francis Carthel, dec'd f/b/o Olga Eudora Tannahill Mathis	WI			0.00021325					0.00008601	0.00011955		0.00011728	0.00008179		0.00061787
Don L. Lee	WI			0.00021325					0.00008601	0.00011955		0.00011728	0.00008179		0.00061787
Richard E. O'Connell	WI			0.00085300					0.00034403	0.00047820		0.00046910	0.00032715		0.00247148
Gwendolyn Manning Williams	WI			0.00127950			0.00371010	0.00260550	0.00051604	0.00071730	0.00201690	0.00070365	0.00049073		0.01203971
Lessie Fisher	WI										0.00067230				0.00067230
E & S, L.L.C.	WI		0.00266995	0.00068240	0.00021999	0.00010440	0.00307196	0.00215735	0.00010321	0.00014346	0.00121014	0.00014073	0.00009815	0.00090905	0.01151079
Dean Kinsolving	WI		0.00266995	0.00042650	0.00021999	0.00010440	0.00247340	0.00173700	0.00017201	0.00023910	0.00134460	0.00023455	0.00016358	0.00090905	0.01069413
Patrick J. Morello	WI						0.00061835	0.00043425	0.00017201	0.00023910	0.00033615	0.00023455	0.00016358		0.00138875
David J. Mossler	WI			0.00042650			0.00123670	0.00086850	0.00017201	0.00023910	0.00067230	0.00023455	0.00016358		0.00401324
John & Alice Sharp	WI						0.00123670				0.00067230				0.00190900
Steve or Lola Bell	WI						0.00041232								0.00041232
Nelson B. Alpers, Trustee of the Nelson B. Alpers Family Trust U/T/A 5/12/97	WI							0.00043425							0.00043425
John V. Fox	WI											0.00011728			0.00011728
Patricia K. Jennings	WI		0.00133498	0.00021325	0.00011000	0.00005220						0.00011728			0.00240177
J. David Wraher, Jr.	WI											0.00125528			0.00125528
Gene Shumate	WI				0.00021999	0.00010440									0.00032439
Five States 1994-E Ltd	WI			0.02132500											0.02132500
Five States 1995-B Ltd	WI			0.01066250											0.01066250

EXHIBIT "D"

Attached to East Shugart (Delaware) Unit Operating Agreement

	S. Taylor 2 Tract 1A GWI	S. Taylor 3 Tract 1B GWI	Inca Fed Tract 2 GWI	Conoco 1 Tract 3A GWI	Conoco 3 Tract 3B GWI	Mohawk Tract 4 GWI	Geronimo 3 Tract 5A GWI	Geronimo 4 Tract 5B GWI	Geronimo 5 Tract 5C GWI	Geronimo 8 Tract 5D GWI	Geronimo 9 Tract 5E GWI	Geronimo 10* Tract 5F GWI	Geronimo 12 Tract 5G GWI	Jade 1 Tract 6 GWI	Total Unit Participation GWI
OWNER															
Five States 1995-D Ltd.	WI														0.01066250
J. E. Cieszinski	WI		0.00133498	0.01066250	0.00011000	0.00005220								0.00045453	0.00195170
Intoil, Inc.	WI													0.04545250	0.04545250
Nortrex Corporation	WI	0.01896875	0.00414750												0.02311625
Harvey E. Yates Company	WI	0.03195186	0.00698624												0.03893810
Spiral, Inc.	WI	0.00422150	0.00092303												0.00514452
Explorers Petroleum Corp.	WI	0.00422150	0.00092303												0.00514452
HEYCO Employees Ltd.	WI	0.00144257	0.00031542												0.00175799
Yates Energy Corporation	WI	0.01020312	0.00223090												0.01243402
Jalapeno Corporation	WI	0.00486571	0.00106388												0.00592959
TOTAL WI	0.07587500	0.01659000	0.26699500	0.08530000	0.05866500	0.02784000	0.12367000	0.08685000	0.02293500	0.03188000	0.06723000	0.02345500	0.02181000	0.09090500	1.00000000

*NOTE: The working interests in Tract 5F (Geronimo Federal #10) are subject to the terms of that certain farmout agreement dated October 10, 1985, between 18-31, Inc. and Siete Oil & Gas Corp. The working interest shown herein are the Before Payout interests. In the event Tract 5F reaches payout as define in said farmout agreement the working interests in Tract 5F will be adjusted accordingly.

EXHIBIT 7A and 7B

Royalty Interest Participation

East Shugart (Delaware) Unit
Oil Conservation Division Hearing
July 22, 1999

**Exhibit 7A. Liquid Hydrocarbons Only 92.946488% Royalty
Interest Participation**

Based on Federal Reduced Royalty Rate Regulations for wells on federal leases producing less than 15 barrels of oil per day and grossing up the total royalty, overriding royalty and "carried working interests" to 100%, 92.946488% of all royalty interests have ratified the Unit Agreement.

**Exhibit 7B. Gas Only 93.217547% Royalty
Interest Participation**

Based on 12.5% royalty interest for any gas production on all federal leases, and grossing up the total royalty interest including all overriding royalties and "carried working interests" to 100% of the unit, parties representing 93.217547% of all royalty interests have ratified the Unit Agreement.

EXHIBIT 7A FOR HEARING

LIQUID HYDROCARBONS ONLY

OWNER	S. Taylor 13 #3 Tract 1A	S. Taylor 13 #4 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronimo 3 Tract 5A	Geronimo 4 Tract 5B	Geronimo 5 Tract 5C	Geronimo 8 Tract 5D	Geronimo 9 Tract 5E	Geronimo 10* Tract 5F	Geronimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
Riverhill Energy Corporation	ORI		0.01185587		0.01697562	0.02667597	0.00826446	0.00826446	0.00236097	0.00236097	0.002979752	0.003099174	0.003099174	0.01304348	0.00856361
St. Mary Land & Exploration Company	ORI		0.10670446		0.15277851	0.24008052	0.07438017	0.07438017	0.02124869	0.02124869	0.08367769	0.02789256	0.02789256	0.11739130	0.07707279
Mary Elizabeth Balish	ORI		0.00034421	0.00034421	0.00034421	0.00054091	0.00147562	0.00147562	0.00149885	0.00149885	0.00147562	0.00147562	0.00149885		0.00076289
Karen Elizabeth Charles	ORI		0.00034421	0.00034421	0.00034421	0.00054091	0.00147603	0.00147603	0.00149927	0.00149927	0.00147562	0.00147603	0.00149927		0.00076302
Gerald E. and Emma Patricia Harrington Trust	ORI						0.04132231	0.04132231	0.02360965	0.02360965	0.03099174	0.03099174	0.02360965		0.01430941
Higgins Trust, Inc.	ORI		0.01033058	0.01033058	0.01033058	0.01623377	0.00719008	0.00719008	0.00730325	0.00730325	0.00719008	0.00719008	0.00730325		0.00780536
E. Bernard Johnston	ORI						0.01827479	0.01827479	0.01856243	0.01856243	0.01827479	0.01827479	0.01856243		0.00743400
Mary Ellen Johnston	ORI						0.01827479	0.01827479	0.01856243	0.01856243	0.01827479	0.01827479	0.01856243		0.00743400
Ray F. Lewis, Jr.	ORI						0.00288223	0.00288223	0.00292760	0.00292760	0.00288223	0.00288223	0.00292760		0.00117246
Margaret Masters	ORI		0.00826446	0.00826446	0.00826446	0.01298701	0.05847934	0.05847934	0.05939979	0.05939979	0.05847934	0.05847934	0.05939979		0.02769319
Michael R. McGuire	ORI						0.00288223	0.00288223	0.00292760	0.00292760	0.00288223	0.00288223	0.00292760		0.00117246
Margaret H. Naylor Revocable Trust	ORI						0.00287190	0.00287190	0.00291710	0.00291710	0.00287190	0.00287190	0.00291710		0.00116826
Wendell W. Iverson, Trustee of the PIP 1990 Trust	ORI						0.00499339	0.00499339	0.00507156	0.00507156	0.00499339	0.00499339	0.00507156		0.00203122
Rolo Inc.	ORI						0.01440083	0.01440083	0.01462749	0.01462749	0.01440083	0.01440083	0.01462749		0.00585811
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	ORI						0.00499298	0.00499298	0.00507156	0.00507156	0.00499339	0.00499298	0.00507156		0.00203112
Katherine Mary Scott	ORI		0.00034421	0.00034421	0.00034421	0.00054091	0.00147603	0.00147603	0.00149927	0.00149927	0.00147562	0.00147603	0.00149927		0.00076302
Phoebe Shelton	ORI						0.01382231	0.01382231	0.01403987	0.01403987	0.01382231	0.01382231	0.01382231		0.00562277
Ralph A. Shugart Trust	ORI						0.03654959	0.03654959	0.03712487	0.03712487	0.03654959	0.03654959	0.03712487		0.01486799
Clifton E. Shumate	ORI						0.00020661	0.00020661	0.00020986	0.00020986	0.00020661	0.00020661	0.00020986		0.00008405
Betty Balish Strohmeier Estate	ORI		0.00103306	0.00103306	0.00103306	0.00162338	0.00442769	0.00442769	0.00449738	0.00449738	0.00442769	0.00442769	0.00449738		0.00228919
Wendell W. Iverson, Trustee of the WWI 1990 Trust	ORI						0.00499298	0.00499298	0.00507156	0.00507156	0.00499339	0.00499298	0.00507156		0.00203115
Myrtle M. Westall Revocable Trust	ORI		0.00516529	0.00516529	0.00516529	0.00811688	0.00231405	0.00231405	0.00235047	0.00235047	0.00231405	0.00231405	0.00235047		0.00094133
George Westall	ORI		0.00605289				0.00462810	0.00462810	0.00470094	0.00470094	0.00462810	0.00462810	0.00470094		0.00432291
Centennial	ORI		0.00554793	0.00554793	0.00554793	0.00871818									0.00173996
Selma Andrews Trust #5188-01	ORI														0.00262103
Graham Austin and Margaret Austin, Co-Trustees of the Austin Family Trust U/T/A 3/22/95	ORI		0.04422769	0.01194463	0.01194463	0.01877013									0.01492310
Nancy Carter	ORI		0.0221364	0.00597273	0.00597273	0.00938571									0.00746157
Randy Gilmore Patterson	ORI		0.00107603	0.00107603	0.00107603	0.00169091									0.00050835
Jack W. McCaw	ORI		0.00107603	0.00107603	0.00107603	0.00169091									0.00050835
William C. White	ORI		0.00107603	0.00107603	0.00107603	0.00169091									0.00050835
Mary Kennedy Gore and Willia Kathryn Kennedy, equally	ORI		0.00322851	0.00322851	0.00322851	0.00507338									0.00152526
EHW, LLC, a New Mexico Limited Liability Company	ORI		0.00322851	0.00322851	0.00322851	0.00507338									0.00152526
Braille Institute of America Inc.	ORI		0.00478264	0.00478264	0.00478264	0.00751558									0.00225948
John Wallace Wallrich	ORI		0.00064587	0.00064587	0.00064587	0.00101494									0.00030513
Beverly Le Tourneau	ORI		0.00064587	0.00064587	0.00064587	0.00101494									0.00030513
William James Wallrich, successor to Eugene Wallrich	ORI		0.00064545	0.00064545	0.00064545	0.00101429									0.00030493
J. W. Wallrich, Jr.	ORI		0.00064545	0.00064545	0.00064545	0.00101429									0.00030493

EXHIBIT 7A FOR HEARING

[LIQUID HYDROCARBONS ONLY]

OWNER	S. Taylor 13 #3	S. Taylor 13 #4	Inca Fed	Conoco 1	Conoco 3	Mohawk	Geronimo 3	Geronimo 4	Geronimo 5	Geronimo 8	Geronimo 9	Geronimo 10*	Geronimo 12	Jade 1	Total Unit
	Tract 1A	Tract 1B	Tract 2	Tract 3A	Tract 3B	Tract 4	Tract 5A	Tract 5B	Tract 5C	Tract 5D	Tract 5E	Tract 5F	Tract 5G	Tract 6	Participation
	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED
Lucy McCarley			0.02211364	0.00597231	0.00597231	0.00938506									0.00746149
Lofland Limited Partnership				0.21952479	0.00516529	0.00811688									0.00095544
Five States 1994-E Ltd.				0.10976240											0.02016072
Five States 1995-B Ltd.															0.01008036
Five States 1995-D Ltd.				0.10976240											0.01008036
Paul J. Anderson			0.04132231												0.01187849
Thomas R. Holloway			0.04132231												0.01187849
Deborah Fedric			0.04132231		0.01164917	0.01830584									0.01296344
T. E. Brown, Jr.			0.02421240												0.00696008
Orion Properties, Inc.			0.01175083												0.00337789
King Properties, Inc.			0.02440620												0.00701579
Clifton E. Shumate, Jr., Custodial Trustee for the Shareholders of Oil Royalties Corporation			0.00516529												0.00148481
Jack Folkner			0.01210579												0.00347992
Louise Folkner Lane			0.00605289												0.00173996
Robert L. Folkner			0.00121074												0.00034804
Mark Ryan Folkner			0.00121074												0.00034804
Carl Lewis Folkner, Jr.			0.00121074												0.00034804
Stephen Francis Folkner			0.00121074												0.00034804
John Christopher Folkner			0.00121074												0.00034804
Conoco, Inc.					0.23243802	0.01830584									0.01468114
George H. Hunker, Jr.			0.04132231		0.01164917	0.01830584									0.01296344
George Shannon, Executor O/E/O Gladys Shannon, dec'd.						0.00365260									0.00006967
William J. Casey						0.01141429									0.00021772
NationsBank, Trustee u/w/o David B. Trammell						0.01209935									0.00023079
Carol David Trammell						0.00604935									0.00011539
NationsBank Texas, N.A., Fort Worth, Trustee of the Margaret Ruth Trammell Trust						0.00604935									0.00011539
Richard Borgaard						0.00604935									0.00011539
Margaret Johnson McCurdy, Trustee U/T/A 9/30/88					0.01355909	0.23399481									0.00446328
Harmac Oil & Gas, Inc.						0.01780649									0.00085641
DNR Oil & Gas, Inc.						0.02130714									0.00040642
Patrica A. Brunson			0.01202749												0.00089988
Jimmie L. Charlesworth			0.02405498												0.00179976
Tommye G. Ewing			0.02405498												0.00179976
Bette Taylor Garner			0.02749141												0.00205686
Acme Land Company						0.07419351									0.00141519
Branex Resources Inc.			0.10103093												0.00755897
Olin E. Groves			0.02061856												0.00154265
Cecil E. & Ella Belle Holeman Trust A			0.01374570												0.00102843
Cecil E. & Ella Belle Holeman Trust B			0.01374570												0.00102843
Prime Energy Asset & Income Fund AA-3			0.02164948												0.00161978

Call not back.

EXHIBIT 7A FOR HEARING
LIQUID HYDROCARBONS ONLY

	S. Taylor 13 #3 Tract 1A	S. Taylor 13 #4 Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronomo 3 Tract 5A	Geronomo 4 Tract 5B	Geronomo 5 Tract 5C	Geronomo 8 Tract 5D	Geronomo 9 Tract 5E	Geronomo 10* Tract 5F	Geronomo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
OWNER	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED
Prime Energy Asset & Income Fund AA-4	0.02164948	0.02164948													0.00161978
Sally Weader Roberts	0.02061856	0.02061856													0.00154265
Vivian C. Brunson	0.01202749	0.01202749													0.00089988
TOTAL ORI	0.31271478	0.31271478	0.51652893	0.51652893	0.51652893	0.81168831	0.33057851	0.33057851	0.25708290	0.25708290	0.33057851	0.26859504	0.25708290	0.13043478	0.40152389
18-31, Inc.	CWI						0.00743802	0.00743802	0.01007345	0.01007345	0.00743802	0.00991736	0.01007345		0.00329286
John Michael Frost	CWI						0.00446281	0.00446281	0.00604407	0.00604407	0.00446281	0.00595041	0.00604407		0.00197572
Marianne Keohane Frost	CWI						0.02231405	0.02231405	0.03022036	0.03022036	0.02231405	0.02975207	0.03022036		0.00987858
Mark James Frost	CWI						0.00446281	0.00446281	0.00604407	0.00604407	0.00446281	0.00595041	0.00604407		0.00197572
Theresa Ann Frost	CWI						0.00446281	0.00446281	0.00604407	0.00604407	0.00446281	0.00595041	0.00604407		0.00197572
Sue Saunders Graham	CWI						0.01487603	0.01487603	0.02014690	0.02014690	0.01487603	0.01983471	0.02014690		0.00658572
Donald S. Iverson, Deceased	CWI						0.00185950	0.00185950	0.00251836	0.00251836	0.00185950	0.00247934	0.00251836		0.00082321
Iverson, III, Inc.	CWI						0.00185950	0.00185950	0.00251836	0.00251836	0.00185950	0.00247934	0.00251836		0.00082321
PAI Incorporated	CWI														0.00082321
Jewell Iverson Intervivos Trust, Richard R. Sullivan, Successor Trustee	CWI						0.00557851	0.00557851	0.00755509	0.00755509	0.00557851	0.00743802	0.00755509		0.00246964
S. J. Iverson, Jr.	CWI						0.00495868	0.00495868	0.00671563	0.00671563	0.00495868	0.00661157	0.00671563		0.00219524
Wendell Welch Iverson	CWI						0.00495868	0.00495868	0.00671563	0.00671563	0.00495868	0.00661157	0.00671563		0.00219524
Jeanette Y. Keohane	CWI						0.00892562	0.00892562	0.01208814	0.01208814	0.00892562	0.01190083	0.01208814		0.00395143
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Monroe, dec'd.	CWI						0.00278926	0.00278926	0.00377754	0.00377754	0.00278926	0.00371901	0.00377754		0.00123482
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Monroe, dec'd.	CWI						0.00278926	0.00278926	0.00377754	0.00377754	0.00278926	0.00371901	0.00377754		0.00123482
Patsy Ann Iverson Page	CWI						0.00495868	0.00495868	0.00671563	0.00671563	0.00495868	0.00661157	0.00671563		0.00219524
Edward T. Matheny, Jr. and Commerce Bank of Kansas City, Trustee U/W/O Elyse Saunders Patterson	CWI						0.01487603	0.01487603	0.02014690	0.02014690	0.01487603	0.01983471	0.02014690		0.00658572
Wendell W. Iverson, Trustee of the PIP 1990 Trust	CWI						0.01425620	0.01425620	0.01930745	0.01930745	0.01425620	0.01900826	0.01930745		0.00631131
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	CWI						0.01425620	0.01425620	0.01930745	0.01930745	0.01425620	0.01900826	0.01930745		0.00631131
Phoebe Shelton	CWI						0.01487603	0.01487603	0.02014690	0.02014690	0.01487603	0.01983471	0.02014690		0.00658572
The Toles Company	CWI						0.01487603	0.01487603	0.02014690	0.02014690	0.01487603	0.01983471	0.02014690		0.00658572
Wendell W. Iverson, Trustee of the WWI 1990 Trust	CWI						0.01425620	0.01425620	0.01930745	0.01930745	0.01425620	0.01900826	0.01930745		0.00631131
TOTAL CWI							0.18595041	0.18595041	0.25183631	0.25183631	0.18595041	0.24793388	0.25183631		0.08232147
Department of the Interior - MMS	RI						0.68728522	0.68728522	0.48347107	0.48347107	0.68728522	0.48347107	0.48347107		0.51615464
TOTAL ROYALTY, ORRI & CWI	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000

*NOTE: The working interests in Tract 5F (Geronimo Federal #10) are subject to the terms of that certain farmout agreement dated October 10, 1985, between 18-31, Inc. and Siete Oil & Gas Corp. The working interest shown herein are the Before Payout inter in the event Tract 5F reaches payout as define in said farmout agreement the working interests in Tract 5F will be adjusted accordingly.

EXHIBIT 7B FOR HEARING

[GAS ONLY]

OWNER	S. Taylor 13 #2 Tract 1A INFLATED	S. Taylor 13 #3 Tract 1B INFLATED	Inca Fed Tract 2 INFLATED	Conoco 1 Tract 3A INFLATED	Conoco 3 Tract 3B INFLATED	Mohawk Tract 4 INFLATED	Geronimo 3 Tract 5A INFLATED	Geronimo 4 Tract 5B INFLATED	Geronimo 5 Tract 5C INFLATED	Geronimo 8 Tract 5D INFLATED	Geronimo 9 Tract 5E INFLATED	Geronimo 10* Tract 5F INFLATED	Geronimo 12 Tract 5G INFLATED	Jade 1 Tract 6 INFLATED	Total Unit Participation INFLATED
Riverhill Energy Corporation	ORI		0.01147648		0.01643239	0.01643240	0.00800000	0.00800000	0.00228426	0.00228426	0.00900000	0.00300000	0.00228426	0.01304348	0.00823452
St. Mary Land & Exploration Company	ORI		0.10328993		0.14788955	0.14788960	0.07200002	0.07200000	0.02055836	0.02055838	0.08100000	0.02699998	0.02055838	0.11739130	0.07411096
Mary Elizabeth Balish	ORI		0.00033320		0.00033320	0.00033320	0.00142840	0.00142840	0.00145015	0.00145015	0.00142840	0.00142840	0.00145015		0.00073357
Karen Elizabeth Charles	ORI		0.00033320		0.00033320	0.00033320	0.00142880	0.00142880	0.00145056	0.00145056	0.00142840	0.00142880	0.00145056		0.00073370
Gerald E. and Emma Patricia Harrington Trust	ORI						0.04000001	0.04000000	0.02284262	0.02284264	0.03000000	0.02999997	0.02284264		0.01375952
Higgins Trust, Inc.	ORI		0.01000000		0.01000000	0.01000000	0.00696000	0.00696000	0.00706598	0.00706599	0.00696000	0.00695999	0.00706599		0.00750540
E. Bernard Johnston	ORI						0.01769001	0.01769000	0.01795937	0.01795939	0.01769000	0.01768998	0.01795939		0.00714832
Mary Ellen Johnston	ORI						0.01769001	0.01769000	0.01795937	0.01795939	0.01769000	0.01768998	0.01795939		0.00714832
Ray F. Lewis, Jr.	ORI						0.00279000	0.00279000	0.00283248	0.00283249	0.00279000	0.00279000	0.00283249		0.00112741
Margaret Masters	ORI		0.00800000		0.00800000	0.00800000	0.05660802	0.05660800	0.05747000	0.05747005	0.05660800	0.05660795	0.05747005		0.02662897
Michael R. McGuire	ORI						0.00279000	0.00279000	0.00283248	0.00283249	0.00279000	0.00279000	0.00283249		0.00112741
Margaret H. Naylor Revocable Trust	ORI						0.00278000	0.00278000	0.00282233	0.00282234	0.00278000	0.00278000	0.00282234		0.00112336
Wendell W. Iverson, Trustee of the PIP 1990 Trust	ORI						0.00483360	0.00483360	0.00490680	0.00490680	0.00483360	0.00483360	0.00490680		0.00195317
Rojo Inc.	ORI						0.01394000	0.01394000	0.01415227	0.01415228	0.01394000	0.01393999	0.01415228		0.00563299
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	ORI						0.00483320	0.00483320	0.00490680	0.00490680	0.00483360	0.00483320	0.00490680		0.00195307
Katherine Mary Scott	ORI		0.00033320		0.00033320	0.00033320	0.00142880	0.00142880	0.00145056	0.00145056	0.00142840	0.00142880	0.00145056		0.00073370
Phoebe Shelton	ORI						0.01338000	0.01338000	0.01358374	0.01358376	0.01338000	0.01337999	0.01358376		0.00540670
Ralph A. Shugart Trust	ORI						0.03538001	0.03538000	0.03591875	0.03591878	0.03538000	0.03537997	0.03591878		0.01429663
Clifton E. Shumate	ORI						0.00020000	0.00020000	0.00020305	0.00020305	0.00020000	0.00020000	0.00020305		0.00008082
Betty Balish Strommeyer Estate	ORI		0.00100000		0.00100000	0.00100000	0.00428600	0.00428600	0.00435127	0.00435127	0.00428600	0.00428600	0.00435127		0.00220122
Wendell W. Iverson, Trustee of the WWI 1990 Trust	ORI						0.00483320	0.00483320	0.00490720	0.00490721	0.00483360	0.00483320	0.00490721		0.00195310
Myrtle M. Westfall Revocable Trust	ORI						0.00224000	0.00224000	0.00227411	0.00227411	0.00224000	0.00224000	0.00227411		0.00090516
George Westall	ORI		0.00500000		0.00500000	0.00500000	0.00448000	0.00448000	0.00454822	0.00454822	0.00448000	0.00448000	0.00454822		0.00415679
Centennial	ORI		0.00585920		0.00585920	0.00585920									0.00167310
Selma Andrews Trust #5188-01	ORI		0.00537040		0.00537040	0.00537040									0.00167310
Graham Austin and Margaret Austin, Co-Trustees of the Austin Family Trust U/T/A 3/22/95	ORI														0.00252030
Nancy Carter	ORI		0.04281240		0.01156240	0.01156240									0.01434962
Randy Gilmore Patterson	ORI		0.02140600		0.00578160	0.00578160									0.00717483
Jack W. McCaw	ORI		0.00104160		0.00104160	0.00104160									0.00048882
William C. White	ORI		0.00104160		0.00104160	0.00104160									0.00048882
Mary Kennedy Gore and Willia Kathryn Kennedy, equally	ORI														0.00146664
EHW, LLC, a New Mexico Limited Liability Company	ORI		0.00312520		0.00312520	0.00312520									0.00146664
Braille Institute of America Inc.	ORI		0.00462960		0.00462960	0.00462960									0.00217265
John Wallace Wallrich	ORI		0.00062520		0.00062520	0.00062520									0.00029340
Beverly Le Tourneau	ORI		0.00062520		0.00062520	0.00062520									0.00029340
William James Wallrich, successor to Eugene Wallrich	ORI		0.00062480		0.00062480	0.00062480									0.00029322
J. W. Wallrich, Jr.	ORI		0.00062480		0.00062480	0.00062480									0.00029322
Lucy McCarley	ORI		0.02140600		0.00578120	0.00578120									0.00717475

EXHIBIT 7B FOR HEARING

[GAS ONLY]

OWNER	S. Taylor 13 #2	S. Taylor 13 #3	Inca Fed	Conoco 1	Conoco 3	Mohawk	Geronimo 3	Geronimo 4	Geronimo 5	Geronimo 8	Geronimo 9	Geronimo 10	Geronimo 12	Jade 1	Total Unit
Lofland Limited Partnership	ORI	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	INFLATED	0.00091872
Five States 1994-E Ltd.	ORI			0.21250000											0.01938596
Five States 1995-B Ltd.	ORI			0.10625000											0.00969298
Five States 1995-D Ltd.	ORI			0.10625000											0.00969298
Paul J. Anderson	ORI														0.01142201
Thomas R. Holloway	ORI														0.01142201
Deborah Fedric	ORI														0.01246527
T. E. Brown, Jr.	ORI														0.00669261
Orion Properties, Inc.	ORI														0.00324808
King Properties, Inc.	ORI														0.00674618
Clifton E. Shumate, Jr., Custodial Trustee for the Shareholders of Oil Royalties Corporation	ORI														0.00142775
Jack Folkner	ORI														0.00334619
Louise Folkner Lane	ORI														0.00167310
Robert L. Folkner	ORI														0.00033466
Mark Ryan Folkner	ORI														0.00033466
Carl Lewis Folkner, Jr.	ORI														0.00033466
Stephen Francis Folkner	ORI														0.00033466
John Christopher Folkner	ORI														0.01411695
Conoco, Inc.	ORI														0.01246527
George H. Hunker, Jr.	ORI														0.00006699
George Shannon, Executor O/E/O Gladys Shannon, dec'd.	ORI														0.00020935
William J. Casey	ORI														0.00022192
NationsBank, Trustee u/w/o David B. Trammell	ORI														0.00011095
Carol David Trammell	ORI														0.00032659
NationsBank Texas, N.A., Fort Worth, Trustee of the Margaret Ruth Trammell Trust	ORI														0.00011095
Richard Borgaard	ORI														0.00032659
Margaret Johnson McCurdy, Trustee U/T/A 9/30/88	ORI														0.00429176
Harmac Oil & Gas, Inc.	ORI														0.00082350
DNR Oil & Gas, Inc.	ORI														0.00039080
Patrica A. Brunson	ORI														0.00086530
Jimmie L. Charlesworth	ORI														0.00173059
Tommye G. Ewing	ORI														0.00197782
Bette Taylor Garner	ORI														0.00136080
Acme Land Company	ORI														0.00726849
Branex Resources Inc.	ORI														0.00148337
Olin E. Groves	ORI														0.00098891
Cecil E. & Ella Belle Holeman Trust A	ORI														0.00098891
Cecil E. & Ella Belle Holeman Trust B	ORI														0.00155753
Prime Energy Asset & Income Fund AA-3	ORI														0.00155753
Prime Energy Asset & Income Fund AA-4	ORI														0.00155753
Sally Meader Roberts	ORI														0.00148337

EXHIBIT 7B FOR HEARING

[GAS ONLY]

OWNER	Tract 1A	Tract 1B	Inca Fed Tract 2	Conoco 1 Tract 3A	Conoco 3 Tract 3B	Mohawk Tract 4	Geronimo 3 Tract 5A	Geronimo 4 Tract 5B	Geronimo 5 Tract 5C	Geronimo 8 Tract 5D	Geronimo 9 Tract 5E	Geronimo 10* Tract 5F	Geronimo 12 Tract 5G	Jade 1 Tract 6	Total Unit Participation
Vivian C. Brunson	ORI 0.01202749	INFLATED 0.01202749													0.00066530
TOTAL ORI	0.31271478	0.31271478	0.50000004	0.50000000	0.49999983	0.50000000	0.32000010	0.32000000	0.24873074	0.24873096	0.32000000	0.25999978	0.24873096	0.13043478	0.38609373
18-31, Inc.	CWI						0.00720000	0.00720000	0.00974618	0.00974619	0.00720000	0.00959999	0.00974619		0.00316632
John Michael Frost	CWI						0.00432000	0.00432000	0.00584771	0.00584772	0.00432000	0.00576000	0.00584772		0.00189979
Marianne Keohane Frost	CWI						0.02160001	0.02160000	0.02923855	0.02923858	0.02160000	0.02879998	0.02923858		0.00949895
Mark James Frost	CWI						0.00432000	0.00432000	0.00584771	0.00584772	0.00432000	0.00576000	0.00584772		0.00189979
Theresa Ann Frost	CWI						0.00432000	0.00432000	0.00584771	0.00584772	0.00432000	0.00576000	0.00584772		0.00189979
Sue Saunders Graham	CWI						0.01440000	0.01440000	0.01949237	0.01949239	0.01440000	0.01919998	0.01949239		0.00633264
Donald S. Iverson, Deceased	CWI						0.00180000	0.00180000	0.00243655	0.00243655	0.00180000	0.00240000	0.00243655		0.00079158
Iverson, III, Inc.	CWI						0.00180000	0.00180000	0.00243655	0.00243655	0.00180000	0.00240000	0.00243655		0.00079158
PAI Incorporated	CWI						0.00180000	0.00180000	0.00243655	0.00243655	0.00180000	0.00240000	0.00243655		0.00079158
Jewell Iverson Intervivos Trust, Richard R. Sullivan, Successor Trustee	CWI						0.00540000	0.00540000	0.00730964	0.00730964	0.00540000	0.00719999	0.00730964		0.00237474
S. J. Iverson, Jr.	CWI						0.00480000	0.00480000	0.00649746	0.00649746	0.00480000	0.00639999	0.00649746		0.00211088
Wendell Welch Iverson	CWI						0.00480000	0.00480000	0.00649746	0.00649746	0.00480000	0.00639999	0.00649746		0.00211088
Jeanette Y. Keohane	CWI						0.00864000	0.00864000	0.01169542	0.01169543	0.00864000	0.01151999	0.01169543		0.00379958
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Montre, dec'd.	CWI						0.00270000	0.00270000	0.00365482	0.00365482	0.00270000	0.00360000	0.00365482		0.00118737
Peter Claxton Iverson and Alvin Martin Iverson, Jr., Executors O/E/O Dorothy C. Montre, dec'd.	CWI						0.00270000	0.00270000	0.00365482	0.00365482	0.00270000	0.00360000	0.00365482		0.00118737
Patsy Ann Iverson Page	CWI						0.00480000	0.00480000	0.00649746	0.00649746	0.00480000	0.00639999	0.00649746		0.00211088
Edward T. Matheny, Jr. and Commerce Bank of Kansas City, Trustee U/W/O Elyse Saunders Patterson	CWI						0.01440000	0.01440000	0.01949237	0.01949239	0.01440000	0.01919998	0.01949239		0.00633264
Wendell W. Iverson, Trustee of the PIP 1990 Trust	CWI						0.01380000	0.01380000	0.01868019	0.01868020	0.01380000	0.01839998	0.01868020		0.00606878
Wendell W. Iverson, Trustee of the SJI JR 1990 Trust	CWI						0.01380000	0.01380000	0.01868019	0.01868020	0.01380000	0.01839998	0.01868020		0.00606878
Phoebe Shelton	CWI						0.01440000	0.01440000	0.01949237	0.01949239	0.01440000	0.01919998	0.01949239		0.00633264
The Toles Company	CWI						0.01440000	0.01440000	0.01949237	0.01949239	0.01440000	0.01919998	0.01949239		0.00633264
Wendell W. Iverson, Trustee of the WWI 1990 Trust	CWI						0.01380000	0.01380000	0.01868019	0.01868020	0.01380000	0.01839998	0.01868020		0.00606878
TOTAL CWI							0.18000006	0.18000000	0.24365461	0.24365482	0.18000000	0.23999980	0.24365482		0.07915794
Department of the Interior - MMS	RI	0.68728522	0.68728522	0.49999996	0.50000000	0.50000000	0.49999984	0.50000000	0.50761465	0.50761421	0.50000000	0.50000043	0.50761421	0.86956522	0.53474833
TOTAL ROYALTY, ORRI & CWI		1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000

*NOTE: The working interests in Tract 5F (Geronimo Federal #10) are subject to the terms of that certain farmout agreement dated October 10, 1985, between 18-31, Inc. and Siate Oil & Gas Corp. The working interest shown herein are the Before Payout Inter in the event Tract 5F reaches payout as define in said farmout agreement the working interests in Tract 5F will be adjusted accordingly.

Exhibit 8

East Shugart (Delaware) Unit Hearing
New Mexico Oil Conservation Division
July 22, 1999

Ratification and Joinders
of Unit Agreement and Unit Operating Agreement
by Working Interest Owners

Ratification and Joinders
of Unit Agreement by Overriding Royalty and
"Carried Working Interest" Owners

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases within the Unit Area, including royalty interests, presently held or which may arise under existing option agreements, or other interests in Unitized Substances, covering any lands within the Unit Area in which the undersigned may be found to have Oil and Gas Rights.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

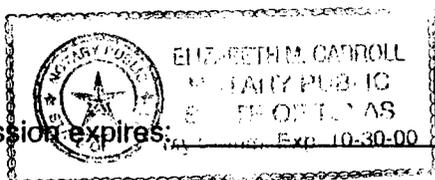
EXECUTED this 22 day of April, 1999.

By: Norman K. Barker
Printed Name: Norman K. Barker
Marital Status: Married
Spousal Signature: Dorothy J. Barker
Tax ID or [REDACTED]
Address: 3208 Haynes Dr.
Midland, Texas 79705-4213

STATE TEXAS)
COUNTY OF MIDLAND)ss

The foregoing instrument was acknowledged before me this 22nd day of April, 1999, by NORMAN K BARKER

WITNESS my hand and official seal.

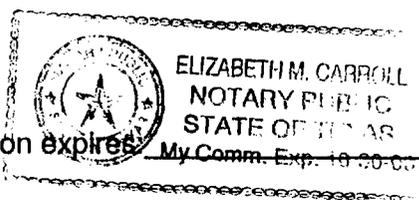


Elizabeth M. Carroll
Notary Public

STATE TEXAS)
COUNTY OF MIDLAND)ss

The foregoing instrument was acknowledged before me this 22nd day of April, 1999, by Dorothy J. Barker

WITNESS my hand and official seal.



Elizabeth M. Carroll
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases within the Unit Area, including royalty interests, presently held or which may arise under existing option agreements, or other interests in Unitized Substances, covering any lands within the Unit Area in which the undersigned may be found to have Oil and Gas Rights.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 7 day of April, 1999.

By: Del Lane
Printed Name: DEL LANE
Marital Status: WIDOW
Spousal Signature: [REDACTED]
Tax ID or SS#: 2
Address: 8592 Roswell Rd # 535
ATLANTA, GA 30350

STATE Georgia)
COUNTY OF Fulton)ss



The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Del Lane

WITNESS my hand and official seal.

Olivia T. Thompson
Notary Public
2002

My commission expires: October 25

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

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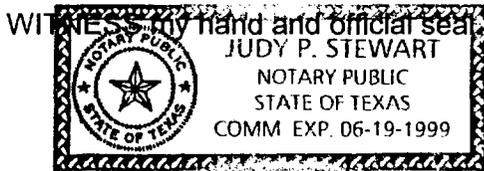
This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 23 day of April, 1999.

By: Leonard Schae
Printed Name: LEONARD SCHAE
Marital Status: MARRIED
Spousal Signature: NOT COMMUNITY PROPERTY
Tax ID or SS#: [REDACTED]
Address: 6004 HIGGINS PL.
DALLAS, TX 75240

STATE Texas)
COUNTY OF Dallas)^{SS}

The foregoing instrument was acknowledged before me this 23 day of April, 1999, by Leonard Schae.



My commission expires: 6-19-99

Juan B. Stewart
Notary Public

STATE _____)
COUNTY OF _____)^{SS}

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

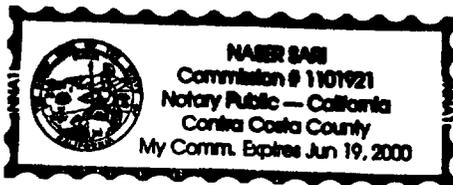
**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases within the Unit Area, including royalty interests, presently held or which may arise under existing option agreements, or other interests in Unitized Substances, covering any lands within the Unit Area in which the undersigned may be found to have Oil and Gas Rights.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 23rd day of March, 1999.



By: Edwin G. Wallace
Printed Name: EDWIN G WALLACE
Marital Status: _____
Spousal Signature: Edwera L. Wallace
Tax ID or SS#: _____
Address: 133 Sleepy Hollow Lane
Orinda CA 94563

STATE California)
COUNTY OF Contra Costa)^{SS}

The foregoing instrument was acknowledged before me this 23rd day of March, 1999, by Naser Sari

WITNESS my hand and official seal.

My commission expires: June 19, 2000 Naser Sari
Notary Public

STATE California)
COUNTY OF Contra Costa)^{SS}

The foregoing instrument was acknowledged before me this 23rd day of March, 1999, by Naser Sari

WITNESS my hand and official seal.

My commission expires: June 19, 2000 Naser Sari
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases within the Unit Area, including royalty interests, presently held or which may arise under existing option agreements, or other interests in Unitized Substances, covering any lands within the Unit Area in which the undersigned may be found to have Oil and Gas Rights.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 27 day of April, 1999.

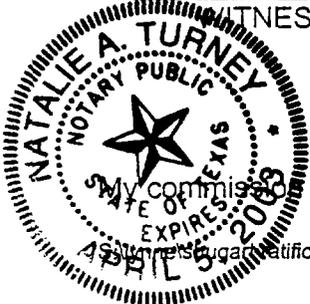
Name: Chester F. Carthel Trust
FBO Olga Eudora Tannahill Miller
and FBO Theodore H. Carthel

By: [Signature]
Title: Co-Trustee, Gary Keith Tannahill
Tax ID or SS#: _____
Address: 15 WINDSTAR CT
WOODLANDS TX 77381-4009

STATE Texas)
COUNTY OF Harris)ss

The foregoing instrument was acknowledged before me this 27th day of April, 1999, by Gary Tannahill as Co-Trustee of Chester F. Carthel Trusts.

WITNESS my hand and official seal.



Natalie A. Turney
Notary Public

My commission expires: 4-5-2003

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

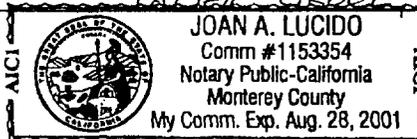
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases within the Unit Area, including royalty interests, presently held or which may arise under existing option agreements, or other interests in Unitized Substances, covering any lands within the Unit Area in which the undersigned may be found to have Oil and Gas Rights.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 18 day of March, 1999.

By: Richard E O'Connell
 Printed Name: RICHARD E. O'CONNELL
 Marital Status: MARRIED
 Spousal Signature: Verna S. O'Connell
 Tax ID or SS#: [REDACTED]
 Address: P. O. Box 513
PACIFIC GROVE, CA 93950

STATE California)
 COUNTY OF Monterey) SS

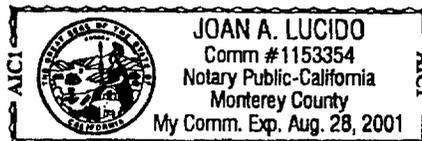


The foregoing instrument was acknowledged before me this 18 day of March, 1999, by JOAN A. LUCIDO FOR RICHARD E O'CONNELL.

WITNESS my hand and official seal.

My commission expires: Aug 28, 2001
Joan A. Lucido
 Notary Public

STATE California)
 COUNTY OF Monterey) SS



The foregoing instrument was acknowledged before me this 18 day of March, 1999, by JOAN A. LUCIDO FOR VERNA S. O'CONNELL.

WITNESS my hand and official seal.

My commission expires: Aug 28, 2001
Joan A. Lucido
 Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases within the Unit Area, including royalty interests, presently held or which may arise under existing option agreements, or other interests in Unitized Substances, covering any lands within the Unit Area in which the undersigned may be found to have Oil and Gas Rights.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 27 day of April, 1999.

By: Gwendolyn Manning Williams
Printed Name: Gwendolyn Manning Williams
Marital Status: Widow
Spousal Signature: _____
Tax ID or SS#: _____
Address: 905 W. Pipe Court
Midland, TX 79705

STATE Texas)
COUNTY OF Midland)ss

The foregoing instrument was acknowledged before me this 27th day of April, 1999, by Gwendolyn Manning Williams.

WITNESS my hand and official seal.



Vickie Lirley
Notary Public

My commission expires: _____

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 12th day of March, 1999.

By: *Cessie Fisher*
Printed Name: Cessie Fisher
Marital Status: _____
Spousal Signature: _____
Tax ID or SS#: _____
Address: PO Box 301
Alto-7771, 88312

STATE NM)
COUNTY OF Otero)ss

The foregoing instrument was acknowledged before me this 12th day of March, 1999, by Lisa Baron.

WITNESS my hand and official seal.

Lisa Baron
Notary Public

My commission expires: January, 25, 2003

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases within the Unit Area, including royalty interests, presently held or which may arise under existing option agreements, or other interests in Unitized Substances, covering any lands within the Unit Area in which the undersigned may be found to have Oil and Gas Rights.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 10th day of July, 1999.

By: *Dean Kinsolving*
Printed Name: Dean Kinsolving
Marital Status: Married
Spousal Signature: *Brenda Kinsolving*
Tax ID or SS#: [REDACTED]
Address: Box 325
Tortum N.M. 88267

STATE New Mexico)
COUNTY OF Lea)ss

The foregoing instrument was acknowledged before me this 10th day of July, 1999, by Dean and Brenda Kinsolving.

WITNESS my hand and official seal.

My commission expires: July 23 2003
Marlyssa Burns
Notary Public

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

My commission expires: _____
Notary Public

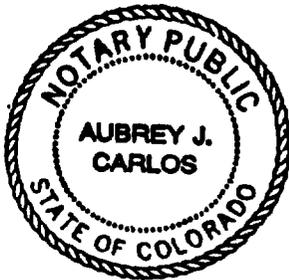
**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 21 day of April, 1999.



My Commission Expires 3/11/2002

By: JOHN SHARP
 Printed Name: JOHN SHARP
 Marital Status: M
 Spousal Signature: [Signature]
 Tax ID or SS#: [Redacted]
 Address: PO BOX 1924
GRAND JUNCTION CO 81502

STATE Colorado)
)ss
 COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 21 day of April, 1999, by John and Alice Sharp.

WITNESS my hand and official seal.

Aubrey J. Carlos
 Notary Public

My commission expires: 3-11-02

STATE _____)
)ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

 Notary Public

My commission expires: _____

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 19 day of MARCH, 1999.

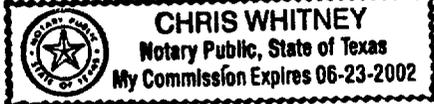
Name: Nelson B. Alpers

By: Nelson B. Alpers
Title: TRUSTEE OF FAMILY TRUST
Tax ID or SS#: [REDACTED]
Address: 4302 CRESTWOOD
MIDLAND, TX 79707

STATE Utah)
COUNTY OF Midland)ss

The foregoing instrument was acknowledged before me this 18 day of March, 1999, by Nelson B. Alpers as trustee of Family Trust.

WITNESS my hand and official seal.



Chris Whitney
Notary Public

My commission expires: 6-23-02

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 22nd day of March, 1999.

By: *J. David Wrather, Jr.*
Printed Name: J. David Wrather, Jr.
Marital Status: married
Spousal Signature: *Janet G. Wrather*
Tax ID or SS#: [REDACTED]
Address: P.O. Box 1788
Longview, TX 75606

STATE TEXAS)
COUNTY OF GREGG)ss

The foregoing instrument was acknowledged before me this 22nd day of March, 1999, by J. David Wrather

WITNESS my hand and official seal.



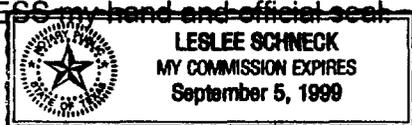
Leslee Schneck
Notary Public

My commission expires: 9/5/99

STATE TEXAS)
COUNTY OF GREGG)ss

The foregoing instrument was acknowledged before me this 22nd day of March, 1999, by Janet G. Wrather

WITNESS my hand and official seal.



Leslee Schneck
Notary Public

My commission expires: 9/5/99

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 5th day of May, 1999.

Name: Five States 1995-B, Ltd., by
Five States Energy Company, L.L.C.,
General Partner

By: *James A. Gibbs*
Title: Chairman
Tax ID or SS#: [REDACTED]
Address: 4925 Greenville Ave., #1220
Dallas, TX 75206

STATE TEXAS)
COUNTY OF DALLAS)ss

The foregoing instrument was acknowledged before me this 5th day of May, 1999, by James A. Gibbs as Chairman of Five States Energy Company, L.L.C., a Texas limited liability company
WITNESS my hand and official seal.



Kitty Whitted
Notary Public

My commission expires
S:Vynnelshugart ratification

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

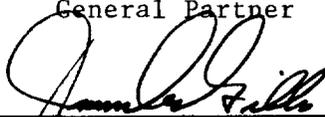
In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

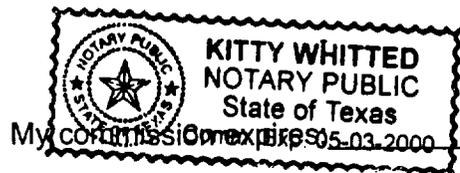
EXECUTED this 5th day of May, 1999.

Name: Five States 1995-D, Ltd., by
Five States Energy Company, L.L.C.,
General Partner

By: 
Title: Chairman
Tax ID or SS#: [REDACTED]
Address: 4925 Greenville Ave., #1220
Dallas, TX 75206

STATE TEXAS)
COUNTY OF DALLAS)ss

The foregoing instrument was acknowledged before me this 5th day of May, 1999, by James A. Gibbs as Chairman of Five States Energy Company, L.L.C., a Texas limited liability company
WITNESS my hand and official seal.




Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND UNIT OPERATING AGREEMENT**

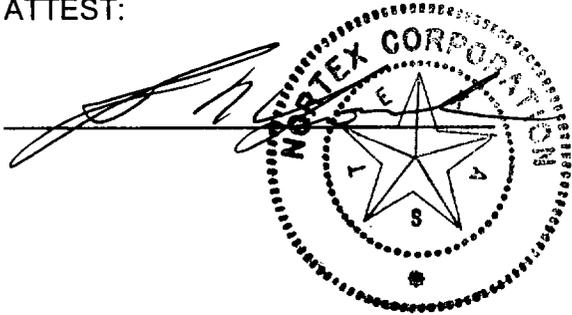
In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other Working Interest Owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned (whether one or more) hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement, as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases within the Unit Area, including royalty interests, presently held or which may arise under existing option agreements, or other interests in Unitized Substances, covering any lands within the Unit Area in which the undersigned may be found to have Oil and Gas Rights.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 1 day of APRIL, 1999.

ATTEST:



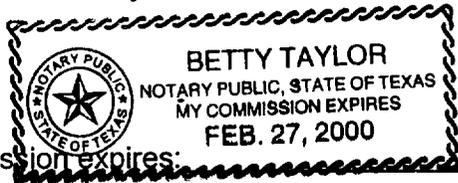
COMPANY: Nortex Corporation

By: Robert W. Kent
Name: Robert W. Kent
Title: Vice President
Tax ID or SS#: [REDACTED]
Address: 1415 Louisiana, Suite 3100
Houston, TX 77002

STATE Texas)
COUNTY OF Harris)ss

The foregoing instrument was acknowledged before me this 5th day of April, 1999, by Robert W. Kent as Vice President of Nortex Corporation.

WITNESS my hand and official seal.



My commission expires:

Betty Taylor
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

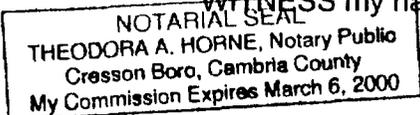
EXECUTED this 18th day of March, 1999.

By: [Signature]
Printed Name: Mary Elizabeth Baish-Westin
Marital Status: M
Spousal Signature: [Signature]
Tax ID or SS#: [Redacted]
Address: 513 Powell Avenue
Cresson, PA 16630

STATE Pennsylvania
COUNTY OF Cambria)ss

The foregoing instrument was acknowledged before me this 18th day of March, 1999, by Mary Elizabeth Baish-Westin

WITNESS my hand and official seal.



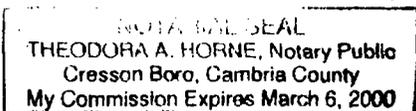
Theodora A Horne
Notary Public

My commission expires: March 6, 2000

STATE Pennsylvania
COUNTY OF Cambria)ss

The foregoing instrument was acknowledged before me this 18th day of March, 1999, by Theodore Larson Westin Jr

WITNESS my hand and official seal.



Theodora A Horne
Notary Public

My commission expires: March 6, 2000

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 18th day of March, 1999.

By: Karen Charles
Printed Name: KAREN CHARLES
Marital Status: Divorced
Spousal Signature: _____
Tax ID or SS#: _____
Address: 110 Hudson Ave.
Altoona, Pa 16602

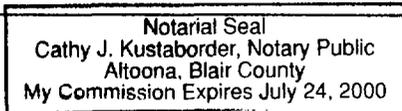
STATE Pennsylvania)
COUNTY OF Blair)ss

The foregoing instrument was acknowledged before me this 18th day of March, 1999, by Karen Charles.

WITNESS my hand and official seal.

Cathy J. Kustaborder
Notary Public

My commission expires: _____



STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 8 day of MARCH, 1999.

HIGGINS TRUST, INC.

By: William P. Edwards
Printed Name: William P. Edwards, President
Marital Status: N/A
Spousal Signature: N/A
Tax ID or SS#: [REDACTED]
Address: HIGGINS TRUST, INC.
P.O. Box 2421, Gainesville, GA 30503

STATE GEORGIA)
)ss
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 8 day of MARCH, 1999, by William P. Edwards, President, Higgins Trust, Inc.

WITNESS my hand and official seal.

Mary Elizabeth Britt
Notary Public

My commission expires: ~~MY COMMISSION EXPIRES FEB. 23, 2001~~

STATE Georgia)
)ss
COUNTY OF Hall)

The foregoing instrument was acknowledged before me this ___ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RECEIVED
MAR 24 1999

Shd this be
Ray F. Lewis Jr
or just chg
spreadsheet?

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

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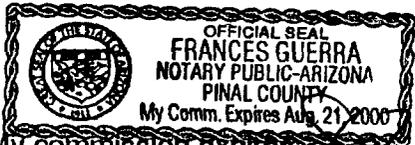
EXECUTED this 22nd day of March, 1999.

By: Ray A. Lewis
Printed Name: RAY F Lewis
Marital Status: Married
Spousal Signature: Billie B. Lewis
Tax ID or SS#: [REDACTED]
Address: 1748 Terrace Circle
CASA GRANDE, AZ 85222

STATE Arizona
COUNTY OF PINAL)ss

The foregoing instrument was acknowledged before me this 22nd day of March, 1999, by Ray F. Lewis and Billie B. Lewis

WITNESS my hand and official seal.



My commission expires: 8-21-2000

[Signature]
Notary Public

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 23 day of March, 1999.

By: Mary Ellen Johnston
Mary Ellen Johnston
Single - Never Married
585-14-6594
2715 N. Kentucky Ave., Unit 16
Roswell, N.M. 88201
STATE New Mexico)
COUNTY OF Chaves)ss

By: E. Bernard Johnston
Printed Name: E. BERNARD JOHNSTON-FITZGER
Marital Status: Widowed
Spousal Signature: _____
Tax ID or SS#: _____
Address: 2715 N. Kentucky Ave. #16
Roswell, N.M. 88201

The foregoing instrument was acknowledged before me this 23 day of March 1999, by E. BERNARD JOHNSTON

WITNESS my hand and official seal.

Pamela Dray
Notary Public

My commission expires: 10-21-2001

STATE NEW MEXICO)
COUNTY OF CHAVES)ss

The foregoing instrument was acknowledged before me this 22 day of March 1999, by MARY ELLEN JOHNSTON

WITNESS my hand and official seal.

Pamela Dray
Notary Public

My commission expires: 10-21-2001

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

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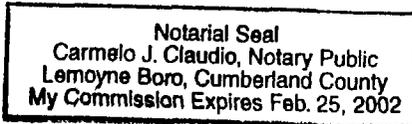
EXECUTED this 16 day of MARCH, 1999.

By: Margaret B. Masters
Printed Name: MARGARET B. MASTERS
Marital Status: D
Spousal Signature: _____
Tax ID or SS#: _____
Address: 47 Oakwood Dr.
Wormleysburg, PA 17043

STATE PA)
COUNTY OF Cumberland)^{ss}

The foregoing instrument was acknowledged before me this 16 day of MARCH, 1999, by Margaret B. Masters

WITNESS my hand and official seal.



Carmelo J. Claudio
Notary Public

My commission expires: _____

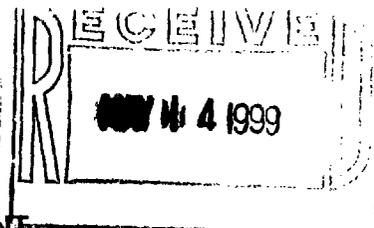
STATE _____)
COUNTY OF _____)^{ss}

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 10th day of May, 1999.

MARGARETT H. NAYLOR REVOCABLE TRUST
FIRST NATIONAL BANK, TRUSTEE

By: Susan Holmes
Printed Name: SUSAN K. HOLMES, SR VP
Marital Status: _____
Spousal Signature: _____
Tax ID or SS#: _____
Address: PO Box AA
ARTESIA NM 88211-7526

STATE NEW MEXICO)
COUNTY OF EDDY)ss

The foregoing instrument was acknowledged before me this 10th day of May, 1999, by SUSAN K. HOLMES, SR VP, FIRST NATIONAL BANK, TRUSTEE FOR MARGARETT H. NAYLOR.

WITNESS my hand and official seal.

Rebekah Campbell
Notary Public

My commission expires: JANUARY 21, 2002

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

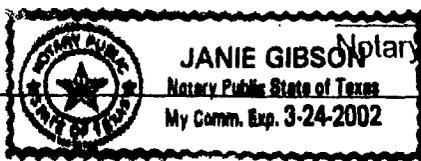
EXECUTED this 18th day of March, 1999.

By: [Signature]
Printed Name: CLIFTON E. SHUMATE
Marital Status: HELEN C. SHUMATE
Spousal Signature: [Signature]
Tax ID or SS#: [Redacted]
Address: 2201 VENTNOR CT
Arlington, TX 76011

STATE Texas)
COUNTY OF Tarrant)ss

The foregoing instrument was acknowledged before me this 18th day of March 1999, by Janie Gibson

WITNESS my hand and official seal.



My commission expires:

[Signature]
Notary Public

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ___ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 12th day of March, 1999.

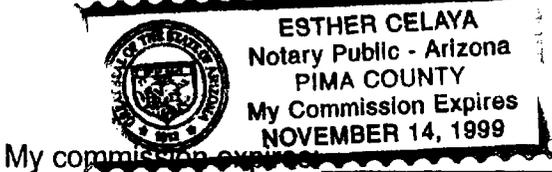
personal representative of the Estate of Betty Baisa Strohmeyer

By: James Scott Strohmeyer
Printed Name: JAMES SCOTT STROHMEYER
Marital Status: _____
Spousal Signature: _____
Tax ID or SS#: _____
Address: 5311 E 5TH ST TUCSON AZ 85711-2331

STATE ARIZONA)
COUNTY OF PIMA)ss

The foregoing instrument was acknowledged before me this 12 day of MARCH, 1999, by JAMES SCOTT STROHMEYER

WITNESS my hand and official seal.



Esther Celaya
Notary Public

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 18th day of March, 1999.

By: Marilyn M. Westall
Printed Name: Marilyn M. Westall
Marital Status: Widow
Spousal Signature: Deceased
Tax ID or SS#: [REDACTED]
Address: 704 Bellvue
Alamosa, N.M. 88310

STATE New Mexico)
COUNTY OF Eddy)ss

The foregoing instrument was acknowledged before me this 18th day of March, 1999, by Marilyn M. Westall

WITNESS my hand and official seal.

Lina L. Citterberry
Notary Public

My commission expires: 2-23-2002

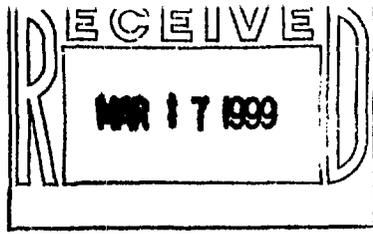
STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 15 day of March, 1999.

By: George Westall
Printed Name: George Westall
Marital Status: Married
Spousal Signature: William Mae Westall
Tax ID or SS#:
Address: Box 70 Ruidoso Downs NM 88346

STATE New Mexico)
COUNTY OF Sinaloa)ss

The foregoing instrument was acknowledged before me this 15 day of March, 1999, by George and William Mae Westall.

WITNESS my hand and official seal.

Paul J Bernard
Notary Public

My commission expires: May 15, 2000

STATE)
COUNTY OF)ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 8th day of March, 1999.

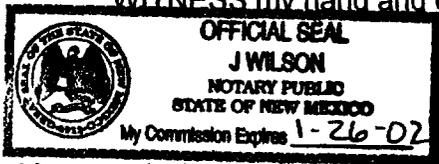
CENTENNIAL

By: *[Signature]*
Printed Name: Don M. Fedric
Marital Status: General Partner
Spouse's Signature: _____
Tax ID or SS#: [Redacted]
Address: P O Box 1837
Roswell NM 88202-1837

STATE New Mexico)
)ss
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 8th day of March, 1999, by Don M. Fedric, General Partner of CENTENNIAL, a New Mexico General Partnership, on behalf of said partnership.

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: _____

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 27 day of APRIL, 1999.

Austin Family Trust U/T/A dated 3/22/95

By: Irving Graham Austin
Printed Name: IRVING GRAHAM AUSTIN
Marital Status: MARRIED
Spousal Signature: Margaret Austin
Tax ID or SS#:
Address: 2492 UNELLIE GAIL LAGUNA HILLS, CA 92653

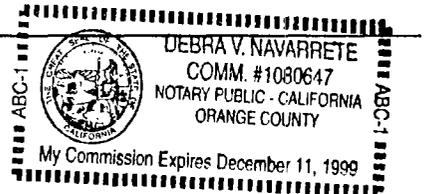
STATE California)
COUNTY OF Orange)ss

The foregoing instrument was acknowledged before me this 27th day of April 1999, by IRVING GRAHAM AUSTIN

WITNESS my hand and official seal.

Debra V. Navarrete
Notary Public

My commission expires: 12-11-99



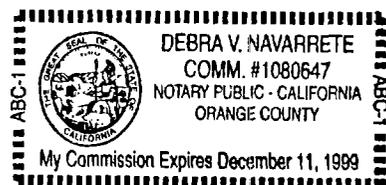
STATE California)
COUNTY OF Orange)ss

The foregoing instrument was acknowledged before me this 27th day of April 1999, by Margaret A Austin

WITNESS my hand and official seal.

Debra V. Navarrete
Notary Public

My commission expires: 12-11-99



RATIFICATION AND JOINDER OF UNIT AGREEMENT

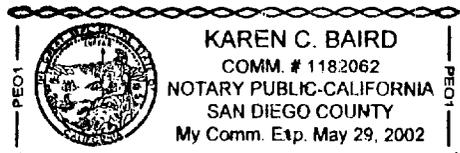
In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 5 day of April, 1999.

By: *Teresa Laggner* *Conservator*
Printed Name: Teresa Laggner for Nancy Carter Conservator
Marital Status: N/A
Spousal Signature: N/A
Tax ID or SS#: [REDACTED]
Address: PO Box 3659
La Mesa, CA 91944-3659

STATE CALIF)
COUNTY OF SAN DIEGO)ss



The foregoing instrument was acknowledged before me this 5 day of APRIL, 1999, by TERESA LAGGNER.

WITNESS my hand and official seal.

Karen C. Baird
Notary Public

My commission expires: 5/29/2002

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 10 day of March, 1999.

By: *Randy G Patterson*
Printed Name: Randy G Patterson
Marital Status: married
Spousal Signature: *Annette C Patterson*
Tax ID or SS#: [REDACTED]
Address: 1705 Washington
Artesia NM 88210-1650

STATE NEW MEXICO)
)ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 10 day of March, 1999, by Randy G. Patterson and Annette C. Patterson, his wife.

WITNESS my hand and official seal.

Therian S. Kroll
Notary Public

My commission expires: 3/1/02

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 11th day of March, 1999.

By: William C. White
Printed Name: WILLIAM C. WHITE
Marital Status: MARRIED
Spousal Signature: Pamela S. White
Tax ID or SS#: [REDACTED]
Address: 1614 N. 13th STREET
ARTESIA, NM 88210

STATE New Mexico)
COUNTY OF Eddy)ss

The foregoing instrument was acknowledged before me this 11th day of March, 1999, by William C White

WITNESS my hand and official seal.

Clairna J. Hughes
Notary Public

My commission expires: July 20 2001

STATE New Mexico)
COUNTY OF Eddy)ss

The foregoing instrument was acknowledged before me this 11th day of March, 1999, by Pamela S White

WITNESS my hand and official seal.

Clairna J. Hughes
Notary Public

My commission expires: July 20 2001

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

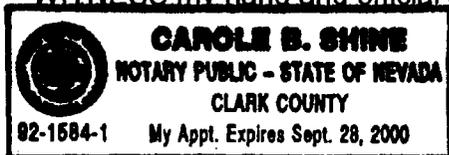
EXECUTED this 9th day of March, 1999.

By: Mary Kennedy Gore
Printed Name: Mary Kennedy Gore
Marital Status: widowed
Spousal Signature:
Tax ID or SS#:
Address: 4749 E Mohave Avenue
Las Vegas NV 89104-5826

STATE Nevada)
COUNTY OF Clark)ss

The foregoing instrument was acknowledged before me this 9th day of March, 1999, by Mary Kennedy Gore

WITNESS my hand and official seal.



Carole B. Shine
Notary Public

My commission expires: Sept 23, 2000

STATE)
COUNTY OF)ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

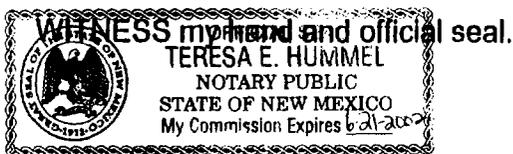
EXECUTED this 26th day of March, 1999.

EHW, LLC

By: *Charlene M. Ward, Mgr.*
 Printed Name: Charlene M. Ward, Mgr.
 Marital Status: widowed
 Spousal Signature: _____
 Tax ID or SS#: [REDACTED]
 Address: 101 South Fourth Street
Artesia, New Mexico 88210

STATE New Mexico)
) ss
 COUNTY OF Eddy)

The foregoing instrument was acknowledged before me this 26th day of March, 1999, by Charlene M. Ward



Teresa E. Hummel
 Notary Public
 Teresa E. Hummel

My commission expires: 6-21-2002

STATE _____)
) ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____

WITNESS my hand and official seal.

 Notary Public

My commission expires: _____

RATIFICATION AND JOINDER (

Notary problem
Did not pursue.

In consideration of the execution of the Unit Agreement for the Operation of the East Shugart (Delaware) Unit Area form approved on behalf of the Secretary of the Interior of the State of New Mexico, the undersigned owner of the land therein, presently held or which may arise under existing in production, consents to the inclusion of said land (Delaware) Unit and expressly ratifies, approves and consents that the terms of any lease given by the undersigned or interest therein is extended and modified to the extent of the terms of said Unit Agreement, and further agrees to the producing requirements of all leases and other contracts. All rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 18 day of March, 1999.

By: [Signature]
Printed Name: JOHN WALLACE WALLRICH
Marital Status: MARRIED
Spousal Signature: [Signature]
Tax ID or SS#: [REDACTED]
Address: 2410 W 19TH AVE
ANCHORAGE AK 99502

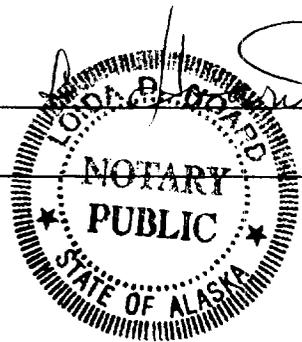
STATE ALASKA
COUNTY OF 3RD JUDICIAL DISTRICT)SS

The foregoing instrument was acknowledged before me this 18TH day of MARCH, 1999, by JOHN W. WALLRICH.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: June 21, 2002



STATE Alaska
COUNTY OF _____)SS

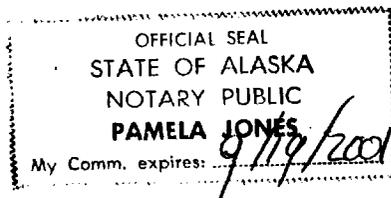
The foregoing instrument was acknowledged before me this 17 day of March, 1999, by Pamela Jones.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 9/19/2001

S:\lynne\shugart ratification



RA

EMENT

In consideration of the Operation of the East form approved on behalf of the State of New Mexico therein, presently held in production, consent (Delaware) Unit and agree that the terms of any lease interest therein is extended the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

Need Aceme?

for the Development and ea Counties, New Mexico, in ommissioner of Public Lands eases and Royalty Interests greements, or other interests sts within the East Shugart Unit Agreement, and agrees h the undersigned claims an o make the same conform to the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 23rd day of March, 1999.

By: Beverly A. LeTourneau
Printed Name: BEVERLY A. LETOURNEAU
Marital Status: S
Spousal Signature: -
Tax ID or SS#: [REDACTED]
Address: P.O. Box 487
Sullivan, MA 55082

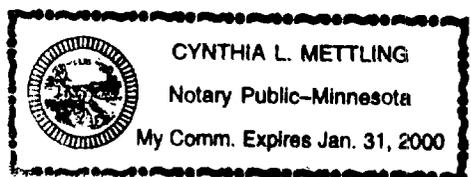
STATE Minnesota)
COUNTY OF Washington)^{ss}

The foregoing instrument was acknowledged before me this 23rd day of March, 1999, by Beverly A. LeTourneau

WITNESS my hand and official seal.

Cynthia L. Mettling
Notary Public

My commission expires: 11/31/2000



STATE _____)
COUNTY OF _____)^{ss}

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 22 day of MARCH, 1999.

By: Eugene Wallrich
Printed Name: EUGENE WALLRICH
Marital Status: MARRIED
Spousal Signature: Jeannette L. Wallrich
Tax ID or SS#:
Address: 6827 ELIOT VIEW ROAD
MINNEAPOLIS, MN 55426

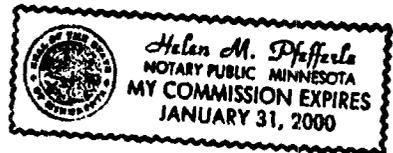
STATE MINNESOTA)
COUNTY OF HENNEPIN) ss

The foregoing instrument was acknowledged before me this 22 day of March, 1999, by Eugene Wallrich

WITNESS my hand and official seal.

Helen M. Pfefferle
Notary Public

My commission expires: 1-31-2000



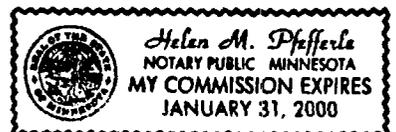
STATE MINNESOTA)
COUNTY OF HENNEPIN) ss

The foregoing instrument was acknowledged before me this 22 day of March, 1999, by Jeannette L. Wallrich

WITNESS my hand and official seal.

Helen M. Pfefferle
Notary Public

My commission expires: 1-31-2000



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 8th day of March, 1999.

By: Lucy McCarley
Printed Name: Lucy McCarley
Marital Status: Single
Spousal Signature: _____
Tax ID or SS#: _____
Address: 4463 SPRINGMOOR CIRCLE
Raleigh, NC 27615-5707

STATE NC)
COUNTY OF Wake)ss

The foregoing instrument was acknowledged before me this 8th day of March, 1999, by Lucy McCarley

WITNESS my hand and official seal.

Donetta Langston
Notary Public

My commission expires: 4-2000

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 8th day of MARCH, 1999.

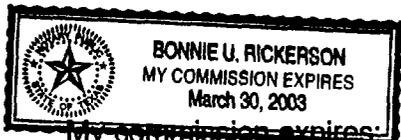
Gary S. Loffland
V.P. & GEN. MGR.

By: LOFFLAND LIMITED PARTNERSHIP
Printed Name: GARY S. LOFFLAND
Marital Status: _____
Spousal Signature: _____
Tax ID. or SS#: _____
Address: 6300 RIDGLEA PLACE STE. 717
FORT WORTH, TEXAS 76116

STATE TEXAS)
COUNTY OF TARRANT)ss

The foregoing instrument was acknowledged before me this 8th day of March, 1999, by GARY S. LOFFLAND

WITNESS my hand and official seal.



My commission expires: 3-30-03

Bonnie U. Rickerson
Notary Public

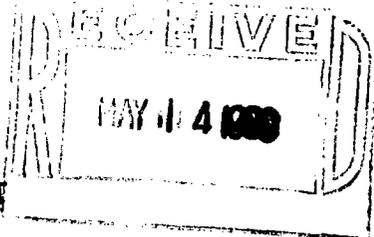
STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 11 day of May, 1999.

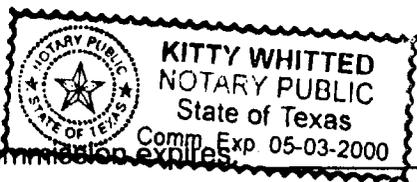
Five States 1994-E, Ltd., by
Five States Energy Company, L.L.C.,
General Partner

By: [Signature]
Printed Name: James A. Gibbs, Chairman
Marital Status:
Spousal Signature:
Tax ID or SS#:
Address: 4925 Greenville Ave., #1220
Dallas, TX 75206

STATE TEXAS)
COUNTY OF DALLAS)ss

The foregoing instrument was acknowledged before me this 11th day of May, 1999, by James A. Gibbs as Chairman of Five States Energy Company, LLC, a Texas limited liability company

WITNESS my hand and official seal.



[Signature]
Notary Public

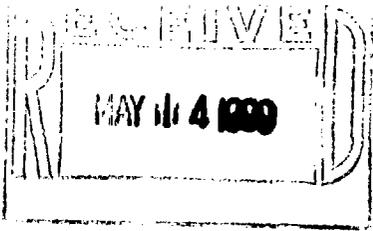
STATE)
COUNTY OF)ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

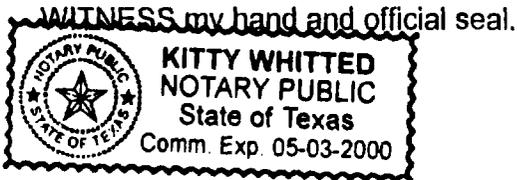
EXECUTED this 11 day of May, 1999.

Five States 1995-B, Ltd., by
Five States Energy Company, L.L.C.,
General Partner

By: [Signature]
Printed Name: James A. Gibbs, Chairman
Marital Status:
Spousal Signature:
Tax ID or SS#:
Address: 4925 Greenville Ave., #1220
Dallas, TX 75206

STATE TEXAS)
)ss
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 11th day of May, 1999, by James A. Gibbs, as Chairman of Five States Energy Company, LLC, a Texas limited liability company



[Signature]
Notary Public

My commission expires:

STATE)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires:

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

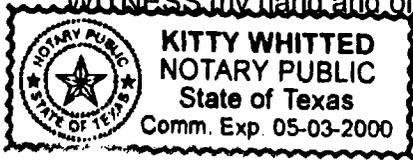
EXECUTED this 11 day of May, 1999.

Five States 1995-D, Ltd., by
 Five States Energy Company, L.L.C.,
 General Partner
 By: *James A. Gibbs*
 Printed Name: James A. Gibbs, Chairman
 Marital Status: _____
 Spousal Signature: _____
 Tax ID or SS#:
 Address: 4925 Greenville Ave., #1220
Dallas, TX 75206

STATE TEXAS)
)ss
 COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 11th day of May, 1999, by James A. Gibbs as Chairman of Five States Energy Company, L.L.C., a Texas limited liability company

WITNESS my hand and official seal.



Kitty Whitted
 Notary Public

My commission expires: _____

STATE _____)
)ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

 Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

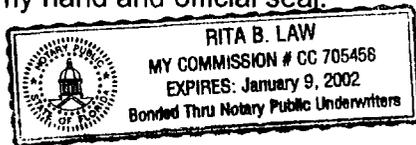
EXECUTED this 15 day of MARCH, 1999.

By: Paul J. Anderson
Printed Name: PAUL J. ANDERSON
Marital Status: MARRIED
Spousal Signature: Janice L. Anderson
Tax ID or SS#: [REDACTED]
Address: 728 GOLF LAKE DR
NISSWA MN. 56468

STATE Florida)
COUNTY OF Collier)ss

The foregoing instrument was acknowledged before me this 16 day of March, 1999, by Paul Anderson

WITNESS my hand and official seal.



Rita B. Law
Notary Public

My commission expires: _____

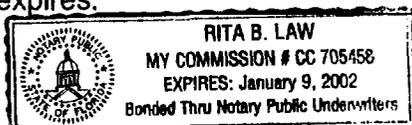
STATE Florida)
COUNTY OF Collier)ss

The foregoing instrument was acknowledged before me this 16 day of March, 1999, by Janice Anderson

WITNESS my hand and official seal.

Rita B. Law
Notary Public

My commission expires: _____



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

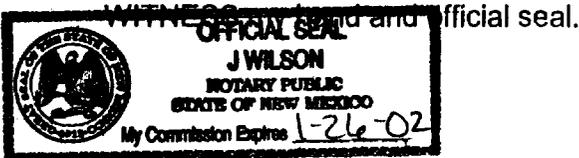
This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 8th day of March, 1999.

By: Deborah Fedric
Printed Name: Deborah Fedric
Marital Status: Married
Spousal Signature: Don M. Fedric
Address: P O Box 1771
Roswell NM 88202-1771

STATE New Mexico)
)ss
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 8th day of March 1999, by Deborah Fedric and Don M. Fedric, her husband.



J. Wilson
Notary Public

My commission expires: _____

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 8 day of JUNE, 1999.

By: [Signature]
Printed Name: T. E. Brown, Jr.
Marital Status: Married
Spousal Signature: Mary F. Brown
Tax ID or SS#: [Redacted]
Address: P. O. Box 68
Artesia, NM 88211-0068

STATE NEW MEXICO)
COUNTY OF EDDY)ss

The foregoing instrument was acknowledged before me this 8th day of June, 1999, by T. E. Brown, Jr. and Mary F. Brown, his wife.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: Sept. 26, 1999

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 9th day of March, 1999.

King Properties, Inc.

By: Donald W. Stephens, President
Printed Name: Donald W. Stephens
Marital Status: _____
Spousal Signature: _____
Tax ID or SS#: _____
Address: P.O. Box 10
Bixby, Oklahoma 74008

STATE Oklahoma)
)ss
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 9th day of March, 1999, by Donald W. Stephens, President of King Properties, Inc.

WITNESS my hand and official seal.

Carol Myers
Notary Public

My commission expires: April 5, 2000

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

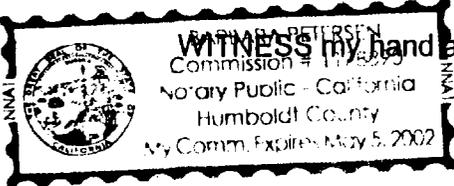
This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 8 day of March, 1999.

By: [Signature]
Printed Name: JACK FOLKNER
Marital Status: MARRIED
Spousal Signature: Betty J Folkner
Tax ID or SS#: [REDACTED]
Address: P.O. Box 39
LOLETA CA 95551

STATE California)
COUNTY OF Humboldt)ss

The foregoing instrument was acknowledged before me this 8th day of March 1999, by Barbara Petersen, Notary Public, Jack Folkner and Betty J Folkner



WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: May 5, 2002

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

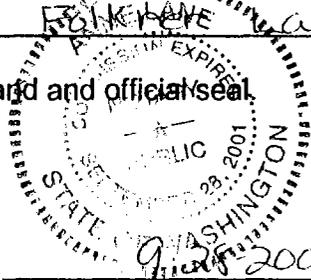
EXECUTED this 8th day of April, 1999.

By: Louise Falkner Lane
Printed Name: Louise Falkner Lane
Marital Status: married - Sole owner
Spousal Signature: NA - Solo
Tax ID or SS#: [Redacted]
Address: 6206 84th St E
Puyallup, Wa 98371-6342

STATE Washington)
COUNTY OF Pierce)ss

The foregoing instrument was acknowledged before me this 8th day of April, 1999, by Louise Falkner Lane

WITNESS my hand and official seal.



Anne Lane
Notary Public

My commission expires: 9/29/2001

STATE _____)
COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this ___ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 9 day of April, 1999.

By: Stephen Francis Folkner
Printed Name: STEPHEN Francis Folkner
Marital Status: NONE
Spousal Signature: _____
Tax ID or SS#: _____
Address: 213 Camino Cuatro S.W.
ALB N.M. 87105

STATE New Mexico)
COUNTY OF Bernalillo)^{ss}

The foregoing instrument was acknowledged before me this 9th day of April, 1999, by CA SANCHEZ.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 3/6/2001

STATE _____)
COUNTY OF _____)^{ss}

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 3rd day of MAY, 1999.

By: [Signature]
Printed Name: John C. Folkner
Marital Status: single
Spousal Signature: _____
Tax ID or SS#: _____
Address: 8207 SAN JUAN NE
Albuquerque, NM 8710

STATE New Mexico)
COUNTY OF Bernalillo)^{ss}

The foregoing instrument was acknowledged before me this 3rd day of June, 1999, by John C. Folkner.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: February 10, 2001

STATE _____)
COUNTY OF _____)^{ss}

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest

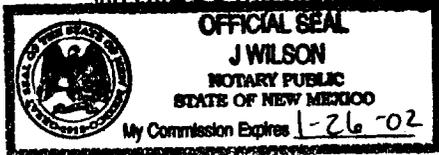
EXECUTED this 10th day of March, 1999.

By: George H. Hunker, Jr.
Printed Name: George H. Hunker, Jr.
Marital Status: Married
Spousal Signature: Margaret K. Hunker
Tax ID or SS#: [REDACTED]
Address: P O B6x 1837
Roswell NM 88202-1837

STATE New Mexico)
)ss
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 10th day of March 1999, by George H. Hunker, Jr. and Margaret K. Hunker, husband and wife.

WITNESS my hand and official seal.



J. Wilson
Notary Public

My commission expires: _____

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 29 day of MARCH, 1999.

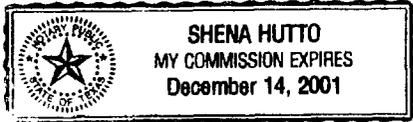
NATIONSBANK, N.A., TRUSTEE UWO DAVID B TRAMMELL

By: Janet M Cunningham
Printed Name: JANET M. CUNNINGHAM
Marital Status: ASSISTANT VICE PRESIDENT
Spousal Signature:
Tax ID or SS#:
Address: PO BOX 2546 FT WORTH TX 76112

STATE TEXAS)
COUNTY OF TARRANT)ss

The foregoing instrument was acknowledged before me this 29 day of MARCH, 1999, by JANET M C UNNINGHAM, ASSISTANT VICE PRES NATIONSBANK, NA.

WITNESS my hand and official seal.



Shena Hutto
Notary Public

My commission expires:

STATE)
COUNTY OF)ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires:

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 29 day of MARCH, 1999.

NATIONSBANK, NA., TRUSTEE UWO MILDRED M TRAMMELL DECD

By: Janet M Cunningham
Printed Name: JANET M. CUNNINGHAM
Marital Status: ASSISTANT VICE PRESIDENT
Spousal Signature:
Tax ID or SS#:
Address: P O Box 2346 ET WORTH TX 76113

STATE TEXAS)
)ss
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 29 day of MARCH, 1999, by JANET M CUNNINGHAM, ASSISTANT VICE PRES NATIONSBANK, NA.,

WITNESS my hand and official seal.

Notary Public
SHENA HUTTO
MY COMMISSION EXPIRES December 14, 2001

STATE)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____

WITNESS my hand and official seal.

Notary Public
My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

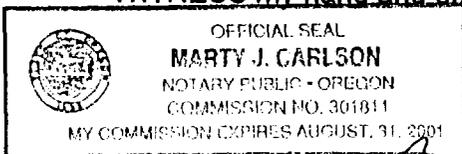
EXECUTED this 30 day of March, 1999.

By: [Signature]
Printed Name: RICHARD D BORGAARD
Marital Status: dealing in his sole and separate
Spousal Signature: property
Tax ID or SS#:
Address: 8850 NE MEADOW RIDGE RD
PRINEVILLE OR 97134

STATE Oregon)
COUNTY OF Crook)ss

The foregoing instrument was acknowledged before me this 30th day of March, 1999, by Richard D Borgaard

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: Aug 31, 2001

STATE)
COUNTY OF)ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 23 day of March, 1999.

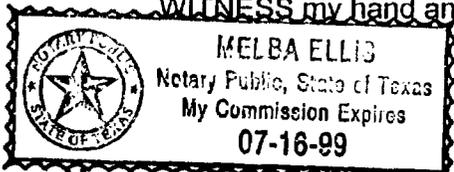
Margaret Johnson McCurdy DBA McCurdy Oil Company

By: *L.E. Bearden Jr*
Printed Name: L.E. Bearden, Jr. - POA attached
Marital Status: widowed
Spousal Signature: _____
Tax ID or SS#: [REDACTED]
Address: 2525 Ridgmar Blvd., Room 300
Ft Worth, Tx 76116

STATE Texas)
)ss
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 23 day of March, 1999, by L.E. Bearden, Jr.

WITNESS my hand and official seal.



My commission expires: 7/16/99

Melba Ellis
Notary Public

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATUTORY DURABLE POWER OF ATTORNEY

I, MARGARET J. MCCURDY

2107 Spanish Trail
Fort Worth, Texas 76107
Social Security No. [REDACTED]

appoint L. E. BEARDEN, JR.
2525 Ridgmar Blvd., Suite 300
Fort Worth, Texas 76116
Social Security No. [REDACTED]

as my agent and attorney-in-fact to act for me in any lawful way with respect to the following initialed subjects:

- _____ (A) real property transactions;
- _____ (B) tangible personal property transactions;
- _____ (C) stock and bond transactions;
- _____ (D) commodity and option transactions;
- _____ (E) banking and other financial institution transactions;
- _____ (F) business operating transactions;
- _____ (G) insurance and annuity transactions;
- _____ (H) estate, trust, and other beneficiary transactions;
- _____ (I) claims and litigation;
- _____ (J) personal and family maintenance;
- _____ (K) benefits from Social Security, Medicare, Medicaid, or other governmental programs or civil or military service;
- _____ (L) retirement plan transactions;
- _____ (M) tax matters;
- MSM (N) All of the powers listed in (A) through (M).

[You need not initial any other lines if you initial Line N.]

Special Instructions: On the following lines you may give special instructions limiting or extending the powers granted to your agent.

NONE

This Power of Attorney becomes effective upon my disability or incapacity. I agree that any third party who receives a copy of this document may act under it. Revocation of this Durable Power of Attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney.

If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

1. Name: Robert N. McCurdy II

Address: Route 1, Box 30X
Bastrop, Texas 78602

Social Security No: [REDACTED]

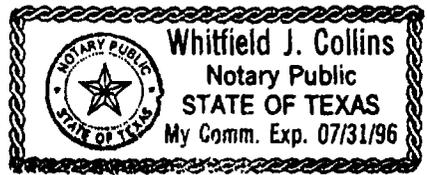
Signed this the 22 day of August, 1995.

Margaret J. McCurdy
Margaret J. McCurdy

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22nd
day of August, 1995, by MARGARET J. MCCURDY.

Whitfield J. Collins
Notary Public in and for
the State of Texas



D195233260
MCCURDY OIL CO
2525 RIDGMAR BLVD #300
FT WORTH, TX 76116

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : M C C U R D Y O I L C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
196070689	DR93	T000224	12/21/95	14:47

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D195233260	WD	951221	14:47	CK 14833

T O T A L : D O C U M E N T S : 0 1 F E E S : 1 1 . 0 0

B Y: _____



ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

12207 0654

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest

EXECUTED this 1st day of APRIL, 1999.

By: Patricia Ann Brunson
Printed Name: PATRICIA ANN BRUNSON
Marital Status: SINGLE
Spousal Signature:
Tax ID or SS#:
Address: P.O. BOX 1353
SPRINGDALE, AR 72764

STATE Arkansas)
COUNTY OF Washington)ss

The foregoing instrument was acknowledged before me this 1st day of April, 1999, by Patricia Ann Brunson.

WITNESS my hand and official seal.
SHAUNE G. COLWELL
Washington County
Notary Public - Arkansas
My Commission Expires Jun 5, 2008

Shaune Colwell
Notary Public

My commission expires: 6-5-2008

STATE
COUNTY OF)ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 29 day of March, 1999.

By Jimmie L. Charlesworth
Printed Name: Jimmie L. Charlesworth
Marital Status: Married
Spousal Signature: Cherokee Charlesworth
Tax ID or SS#: [REDACTED]
Address: Rt. 4 Box 140 B
Deerford, Texas 79045

STATE Texas)
COUNTY OF Deaf Smith)ss

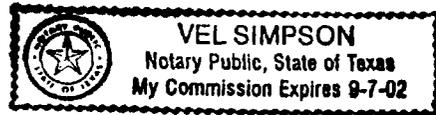
The foregoing instrument was acknowledged before me this 29th day of March, 1999, by Vel Simpson Jimmie L. Charlesworth.

WITNESS my hand and official seal.

Vel Simpson
Notary Public

My commission expires: 9-7-02

STATE Texas)
COUNTY OF Deaf Smith)ss

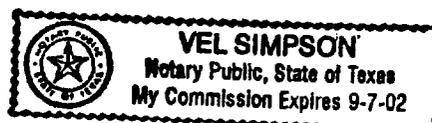


The foregoing instrument was acknowledged before me this 29th day of March, 1999, by Cherokee Charlesworth.

WITNESS my hand and official seal.

Vel Simpson
Notary Public

My commission expires: 9-7-02



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

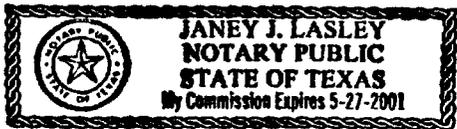
EXECUTED this 4th day of June, 1999.

By: [Signature]
Printed Name: Ray Sharp, President
Marital Status:
Spousal Signature:
Tax ID or SS#:
Address: Joplin, MO 64802
Tax ID [Redacted]

STATE TEXAS)
)ss
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 4th day of June, 1999, by RAY SHARP

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires:

STATE)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of ___, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires:

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royally Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 19th day of April, 1999.

By: F. Andrew Grooms
Printed Name: BRANEX RESOURCES, INC.
Marital Status: By F. Andrew Grooms, President
Spousal Signature: Not Applicable
Tax ID or SS#: [REDACTED]
Address: BRANEX RESOURCES, INC.
P.O. BOX 2328
RUSWELL, N.M. 88202-2328

STATE New Mexico)
)ss
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by F. Andrew Grooms, President of Branex Resources, Inc. a New Mexico Corporation on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: 1-29-02

Leah J. Lawlis
Notary Public
OFFICIAL SEAL
LEAH J. LAWLIS
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 1-29-02

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

My commission expires: _____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 10th day of MARCH, 1999.

By: Olin E Groves
Printed Name: OLIN E. GROVES
Marital Status: M
Spousal Signature: Barbara L Groves
Tax ID or SS#: [REDACTED]
Address: 2507 CIMMANON, MIDLAND, TX 79705

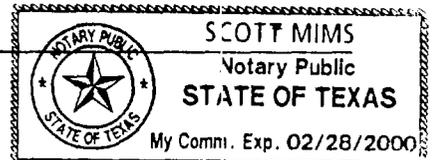
STATE TEXAS)
COUNTY OF MIDLAND)ss

The foregoing instrument was acknowledged before me this 10th day of MARCH, 1999, by OLIN E. GROVES

WITNESS my hand and official seal.

Scott Mims
Notary Public

My commission expires: 2/28/2000



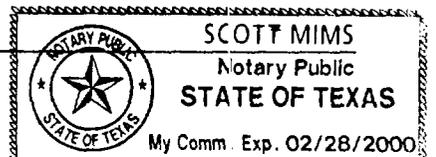
STATE TEXAS)
COUNTY OF MIDLAND)ss

The foregoing instrument was acknowledged before me this 10th day of MARCH, 1999, by BARBARA L. GROVES

WITNESS my hand and official seal.

Scott Mims
Notary Public

My commission expires: 2/28/2000



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 2nd day of April, 1999.

Cecil E. and Ella Belle Holeman, Trust A

By: Ella Belle Holeman
Printed Name: Ella Belle Holeman, Trustee
Marital Status: Widow
Spousal Signature: _____
Tax ID or SS#: _____
Address: 1303 W. Avenue J
Lovington, NM 86260

STATE NEW MEXICO)
)ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 2nd day of April, 1999, by Ella Belle Holeman, Trustee of the Cecil E. and Ella Belle Holeman, Trust A.

WITNESS my hand and official seal.

Janelys Blevins
Notary Public

My commission expires: 4-27-99

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royally Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 2nd day of April, 1999.

Cecil E. and Ella Belle Holeman, Trust B

By: Ella Belle Holeman
Printed Name: Ella Belle Holeman, Trustee
Marital Status: Widow
Spousal Signature: _____
Tax ID or SS#: _____
Address: 1303 W. Avenue J
Loveington, NM 88260

STATE NEW MEXICO)
)ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 2nd day of April, 1999, by Ella Belle Holeman, Trustee of the Cecil E. and Ella Belle Holeman, Trust B.

WITNESS my hand and official seal.

Emelyn Blewins
Notary Public

My commission expires: 4-27-99

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 25 day of MARCH, 1999.

PrimeEnergy Asset & Income Fund, L.P. AA-3

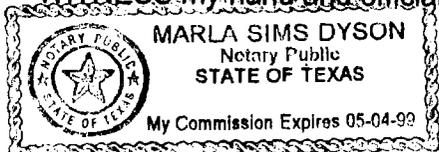
By: Beverly A. Cummings
Printed Name: Beverly A. Cummings, Ex. VP
Marital Status: _____
Spousal Signature: _____
Tax ID or SS#: _____
Address: MAILING: 2900 Wilcrest Drive, Suite 475
Houston, TX 77042

REVENUE: P. O. Box 297644
Houston, TX 77297-0644

STATE TEXAS)
)ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 25 day of MARCH, 1999, by BEVERLY A. CUMMINGS, EXECUTIVE VICE PRESIDENT.

WITNESS my hand and official seal.



Marla Sims Dyson
Notary Public

My commission expires: _____

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 25 day of MARCH, 1999.

PrimeEnergy Asset & Income Fund, L.P. AA-4

By: Beverly A. Cummings
Printed Name: Beverly A. Cummings, Ex. VP
Marital Status: _____
Spousal Signature: _____
Tax ID or SS#: _____

Address: MAILING: 2900 Wilcrest Drive, Suite 475
Houston, TX 77042

REVENUE: P. O. Box 297644
Houston, TX 77297-0644

STATE TEXAS)
)ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 25 day of MARCH, 1999, by BEVERLY A. CUMMINGS, EXECUTIVE VICE PRESIDENT.

WITNESS my hand and official seal.



Marla Sims Dyson
Notary Public

My commission expires: _____

STATE _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

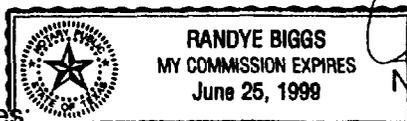
EXECUTED this 1st day of April, 1999.

By: Sally Meader Roberts
 Printed Name: SALLY J. MEADER-ROBERTS
 Marital Status: MARRIED
 Spousal Signature: Doss N Roberts
 Tax ID or SS#: [REDACTED]
 Address: 704 DELMAR
MIDLAND, TX 79703

STATE TEXAS)
)ss
 COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 1st day of April, 1999, by SALLY J MEADER-ROBERTS and DOSS N ROBERTS.

WITNESS my hand and official seal.



Randy Biggs
 Notary Public

My commission expires: _____

STATE _____)
)ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

WITNESS my hand and official seal.

 Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 30 day of March, 1999.

By: Vivian C. Brunson
Printed Name: VIVIAN C. BRUNSON
Marital Status: DIVORCED
Spousal Signature: _____
Tax ID or SS#: _____
Address: 4205 Lankford
Springdale, AR, 72762

STATE Arkansas)
COUNTY OF Washington)ss

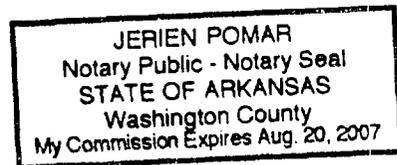
The foregoing instrument was acknowledged before me this 30th day of March, 1999, by Vivian C. Brunson

WITNESS my hand and official seal.

Jerien Pomar
Notary Public

My commission expires: 8-20-07

STATE _____)
COUNTY OF _____)ss



The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 7th day of June, 1999.

18-31, Inc.



Wendell W. Iverson, President

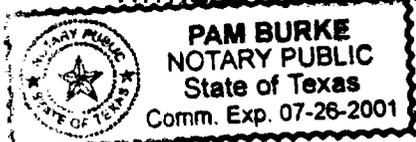
Tax ID or SS#: [REDACTED]

Address: P. O. Box 1120
Roswell, NM 88202

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 7th day of June, 1999, by Wendell W. Iverson, as President of 18-31, Inc., a New Mexico corporation, on behalf of said corporation.

WITNESS my hand and official seal.



My commission expires: 07/26/2001

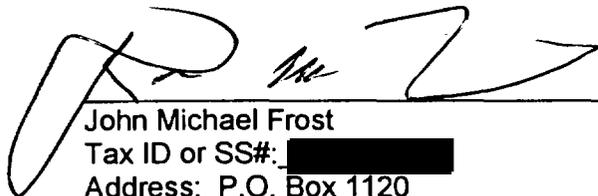
Pam Burke
Notary Public, State of

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 22 day of June, 1999.



John Michael Frost
Tax ID or SS#: [REDACTED]
Address: P.O. Box 1120
Roswell, NM 88202

STATE OF WASHINGTON §
 §
COUNTY OF KING §

This instrument was acknowledged before me this 22ND day of June, 1999, by John Michael Frost, dealing with his sole and separate property.

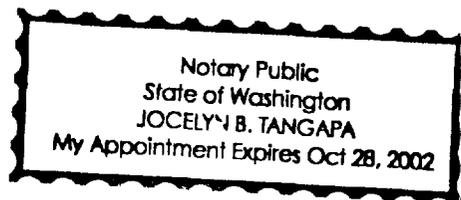
WITNESS my hand and official seal.



Notary Public, State of

My commission expires: October 28, 2002

S:Vynne'shugart ratification



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the East Shugart (Delaware) Unit Area, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 6 day of June, 1999.

Theresa Ann Frost

Theresa Ann Frost
Tax ID or SS#: [REDACTED]
Address: P.O. Box 1120
Roswell, NM 88202

STATE OF WASHINGTON §
COUNTY OF KING §

This instrument was acknowledged before me this 6th day of June, 1999, by Theresa Ann Frost, dealing with her sole and separate property.

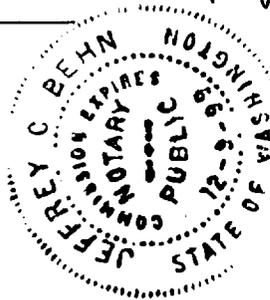
WITNESS my hand and official seal.

[Signature]

Notary Public, State of WA

My commission expires: 12/9/99

S:\ynne\shugart ratification

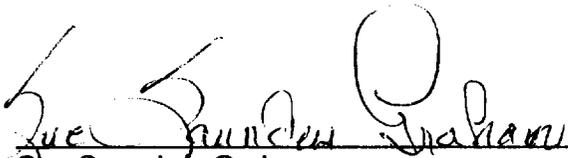


RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 23 day of June, 1999.



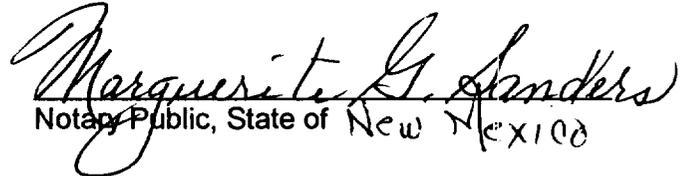
Sue Saunders Graham
Tax ID or SS# [REDACTED]
Address: P.O. Box 987
Roswell, NM 88202

STATE OF NEW MEXICO §
 §
COUNTY OF CHAVES §

This instrument was acknowledged before me this 23 day of June, 1999, by Sue Saunders Graham, dealing with her sole and separate property.

WITNESS my hand and official seal.

My commission expires May 31, 2003



Marguerite G. Sanders
Notary Public, State of New Mexico

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

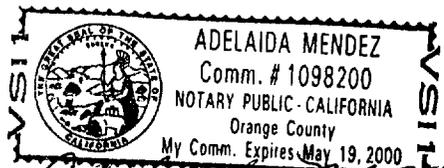
EXECUTED this 16 day of June, 1999.


Peter Brander Iverson
Donald S. Iverson Estate
Address: 1976 Orange Avenue
Costa Mesa, CA 92627

STATE OF CALIFORNIA §
 §
COUNTY OF Orange §

This instrument was acknowledged before me this 16th day of June, 1999, by Peter Brander Iverson, in the capacities therein stated.

WITNESS my hand and official seal.



My commission expires: May 19, 2000

Adelaida Mendez
Notary Public, State of California
Adelaida Mendez

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 25 day of June, 1999.

Beverly Iverson Martella

Beverly Iverson Martella
Donald S. Iverson Estate
Address: 5937 Alpine Road
Portola Valley, CA 94026

STATE OF CALIFORNIA §
 §
COUNTY OF SAN MATEO §

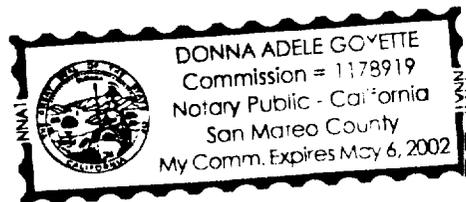
This instrument was acknowledged before me this 25th day of June, 1999, by Beverly Iverson Martella, in the capacities therein stated.

WITNESS my hand and official seal.

Donna Adele Goyette
Notary Public, State of

My commission expires: MAY 6, 2002

S:Vynne/shugart ratification



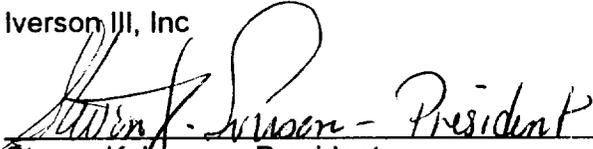
RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 9th day of June, 1999.

Iverson III, Inc



Steven K. Iverson, President

Tax ID or SS# [REDACTED]

Address: 3454 S. Zonis
ATulsa, OK 74105

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 9TH day of June, 1999, by Steven K. Iverson, as President of Iverson III, Inc. , a OKLAHOMA corporation, on behalf of said corporation.

WITNESS my hand and official seal.



Notary Public, State of OKLAHOMA

My commission expires: FEBRUARY 5, 2003

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 9th day of June, 1999.

PAI, Incorporated

By: [Signature]
Title: Vice President
Tax ID or SS#: [Redacted]
Address: 243 Walnut
Newport Beach, CA 92663

STATE OF CALIFORNIA §
 §
COUNTY OF ORANGE §

This instrument was acknowledged before me this 9th day of June, 1999, by STEPHEN IVERSON, as VICE-PRESIDENT of PAI, Incorporated, a _____ corporation, on behalf of said corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public, State of CALIFORNIA

My commission expires: 11/01/01

S:\ynne\shugart ratification



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 8th day of June, 1999.

Richard R. Sullivan, Trustee
Jewell D. Iverson Intervivos Trust
Tax ID or SS# [REDACTED]
Address: 4870 S. Lewis, Suite 200
Tulsa, OK 74105

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

This instrument was acknowledged before me this 8 day of June, 1999, by Richard R. Sullivan, as Trustee of the Jewell Iverson Intervivos Trust, on behalf of said Trust.

WITNESS my hand and official seal.

Susan Hilde
Notary Public, State of Oklahoma

My commission expires: May 29, 2000

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 9 day of June, 1999.

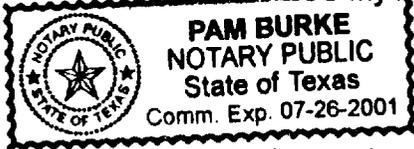
S.J. Iverson, Jr.

S.J. Iverson, Jr.
Tax ID or SS# [REDACTED]
Address: 2518 Sinclair
Midland, TX 79705

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 9th day of June, 1999, by S.J. Iverson, Jr., dealing with his sole and separate property.

WITNESS my hand and official seal.



Pam Burke

Notary Public, State of

My commission expires: 07/26/2001

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

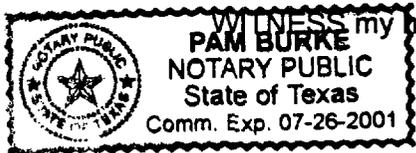
EXECUTED this 7th day of June, 1999.



Wendell Welch Iverson
Tax ID or SS#: [REDACTED]
Address: P.O. Box 1343
Midland, TX 79705

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 7th day of June, 1999, by Wendell Welch Iverson, individually, dealing with his sole and separate property, and as Trustee of the SJI Jr., 1990 Trust, the PIP 1990 Trust and the WWI 1990 Trust, on behalf of said Trusts.





Notary Public, State of

My commission expires: 07/26/2001

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this ___ day of June, 1999.

Jeanette Y. Keohane

Jeanette Y. Keohane
Tax ID or SS#: [REDACTED]
Address: 13408 Cloudview, N.E.
Albuquerque, NM 87123

STATE OF NEW MEXICO §
 §
COUNTY OF Bernalillo §

This instrument was acknowledged before me this 14th day of June, 1999, by Jeanette Y. Keohane, dealing with her sole and separate property.

WITNESS my hand and official seal.

Charlene Schneringer
Notary Public, State of

My commission expires: 9-17-99



OFFICIAL SEAL
CHARLENE SCHNERINGER
NOTARY PUBLIC-STATE OF NEW MEXICO

S:\ynne\shugart ratification

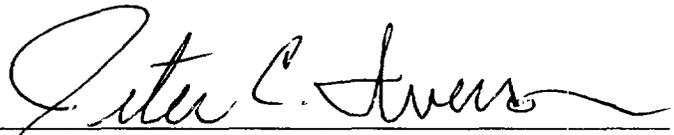
My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this ___ day of June, 1999.

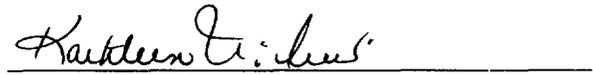


Peter C. Iverson, dealing with his sole and separate property and as Co-Administrator of the Dorothy C. Monroe Estate
Tax ID or SS# [REDACTED]
Address: 206 Belle Meade
Eufaula, OK 74432

STATE OF OKLAHOMA
COUNTY OF McIntosh

§
§
§

The foregoing instrument was acknowledged before me this 9th day of June, 1999, by Peter C. Iverson, in the capacity therein stated.

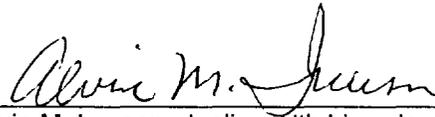

Notary Public, State of Oklahoma

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this ___ day of June, 1999.



Alvin M. Iverson, dealing with his sole and separate property and as Co-Administrator of the Dorothy C. Monroe Estate

Tax ID or SS# [REDACTED]

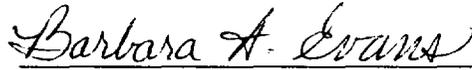
Address: P. O. Box 84
Spavinaw, OK 74366

STATE OF OKLAHOMA

COUNTY OF Mayes

§
§
§

The foregoing instrument was acknowledged before me this 11th day of June, 1999, by Alvin M. Iverson, in the capacity therein stated.



Notary Public, State of Oklahoma
my commission expires: 01/20/2003

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 16th day of June, 1999.

NationsBank, N.A., D/B/A Bank of America, N.A.
A trustee U/W/O S. J. Iverson

[Handwritten Signature]

H. Greg Holcomb, Senior Vice President
Tax ID or SS# [REDACTED]
Address: P.O. Box 830151
Dallas, TX 75283-0151

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 17th day of June, 1999, by H. Greg Holcomb, as Senior Vice President of NationsBank, N.A., a _____ corporation, on behalf of said corporation and in the capacities therein stated.

WITNESS my hand and official seal.
KIMBERLY DOTSON
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 04-08-00
My commission expires: 4-8-00



Kimberly Dotson

Notary Public, State of

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **East Shugart (Delaware) Unit Area**, Eddy and Lea Counties, New Mexico, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owner of lands and leases and Royalty Interests therein, presently held or which may arise under existing option agreements, or other interests in production, consents to the inclusion of said lands and interests within the East Shugart (Delaware) Unit and expressly ratifies, approves and adopts said Unit Agreement, and agrees that the terms of any lease given by the undersigned or under which the undersigned claims an interest therein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and further agrees that the drilling, development, and producing requirements of all leases and other contracts under which his, her or its several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

This Ratification and Joinder shall be binding upon the undersigned, and his, her or its heirs, devisees, executors, personal representatives, assigns, or successors in interest.

EXECUTED this 9th day of June, 1999.

The Toles Company, LLC



Perry Toles, Vice President & Assistant Manager

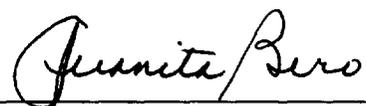
Tax ID or [REDACTED]

Address: P.O. Box 1300
Roswell, NM 88202

STATE OF NEW MEXICO §
 §
COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this 9th day of June, 1999, by Perry Toles, as Vice President and Assistant Manager of The Toles Company, LLC , a New Mexico limit liability corporation, on behalf of said corporation.

WITNESS my hand and official seal.



Notary Public, State of

My commission expires: 3-13-2002

Exhibit 9



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
ROSWELL FIELD OFFICE
2909 West Second Street
Roswell, New Mexico 88201-2019

IN REPLY REFER
NMNM101361X
3180 (06200)

St. Mary Land & Exploration Company
Attention: B. Lynne Ellison
1776 Lincoln Street, Suite 1100
Dallas, TX 80203-1080
Denver, CO

FEB 16 1999

Gentlemen:

Your application of January 11, 1999, filed with the BLM requests the designation of the East Shugart (Delaware) Unit area, embracing 604.12 acres, more or less, Eddy and Lea Counties, New Mexico, as logically subject to secondary recovery operations under the unitization provisions of the Mineral Leasing Act as amended.

Pursuant to unit plan regulations 43 CFR 3180, the land requested as outlined on your plat marked Exhibit A, St. Mary Land & Exploration Company, East Shugart (Delaware) Unit, Eddy and Lea Counties, New Mexico, is hereby designated as a logical unit area and has been assigned No. NMNM101361X. This designation is valid for a period from one year from the date of this letter.

Waterflooding will be limited to the following interval: That interval underlying the Unit Area, the vertical limits of which extend from an upper limit described as the top of the Brushy Canyon Formation of the Delaware Mountain Group to the stratigraphic equivalent of 5600 feet within the Delaware Brushy Canyon Formation as determined by the Geronimo Federal No. 3 well log; the geologic markers having been previously found to occur at 5007 feet and 5600 feet, respectively, in the Geronimo Federal No. 3 well (located 890 feet FNL and 990 feet FEL of Section 24, T. 18 S., R. 31 E., Eddy County, New Mexico) as recorded on the Compensated Neutron Litho Density Log taken on September, 21, 1985.

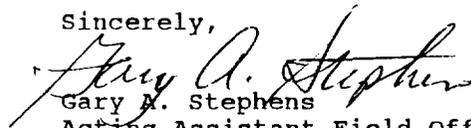
Your basis for allocation of unitized substances and your proposed form of unit agreement are acceptable. Corrections that need to be made to the enclosed Exhibit B are marked in red.

If conditions are such that modification of said standard form is deemed necessary, two 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 not now apparent, a duly executed agreement identical with said form, modified as outline above, will be approved if submitted in approvable 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 unit area.

When the executed agreement is transmitted to the BLM for final 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. You will also need to submit an initial Plan of Operations and a list of wells showing the old well names and numbers and the new well names and numbers.

Sincerely,



Gary A. Stephens
Acting Assistant Field Office Manager,
Lands and Minerals

Enclosure

EAST SHUGART (DELAWARE) UNIT
LEA AND EDDY COUNTIES, NEW MEXICO

TRACT NO.	TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. & EFFECTIVE DATE		BASIC ROYALTY OWNER AND PERCENTAGE		LESSEE OF RECORD		OVERRIDING ROYALTY/CARRIED WORKING INTEREST OWNER AND PERCENTAGE		WORKING INTEREST OWNER AND PERCENTAGE		PARTICIPATION TRACT IN UNIT
				DATE	DATE	PERCENTAGE	PERCENTAGE	NAME	PERCENTAGE	NAME	PERCENTAGE	NAME	PERCENTAGE	
1A	S. Taylor No. 2	T18S, R31E Section 13: SE/4 SE/4 Eddy County, New Mexico	40	NM - 2537 Effective 12/28/28 HBP	12/28/28	United States of America - 12.5%	Harvey E. Yates Co. (42.081804%); Yates Energy Corp. (19.845696%); Explorers Petroleum Corp. (5.56375%); Spiral Inc. (5.56375%); Stelaron Inc. (25%); Heyco Employees, Ltd. (1.90125%)	Global Natural Resources Corporation of Nevada et al 5.687500%	Harvey E. Yates Co. et al - 100%					0.07541000
1B	S. Taylor No. 3	T18S, R31E Section 13: SW/4 SE/4 Eddy County, New Mexico	40	NM - 2537 Effective 12/28/28 HBP	12/28/28	United States of America - 12.5%	Harvey E. Yates Co. (42.081804%); Yates Energy Corp. (19.845696%); Explorers Petroleum Corp. (5.56375%); Spiral Inc. (5.56375%); Stelaron Inc. (25%); Heyco Employees, Ltd. (1.90125%)	Global Natural Resources Corporation of Nevada et al 5.687500%	Harvey E. Yates Co. et al - 100%					0.01663000
2	Inca Federal	T18S, R32E Section 19: Lots 1 & 2 (W/2 NW/4) and NE/4 NW/4 Lea County, New Mexico	122.07	NM-9016 Effective 4/14/45 HBP	4/14/45	United States of America - 12.5% STEP SCALC 12.5-32%	Curry & Thornton (25%); St. Mary Land & Exploration Company et al - 12.5% St. Mary Land & Exploration Company et al - 12.5% Exploration Company Corp. 50% (45%); Riverhill Energy Coorsge H. Harker Jr. Corporation (45%); and Generalial (25%)							0.27540000
3A	Conoco No. 1	T18S, R32E Section 18: Lot 4 (SW/4 SW/4) Lea County, New Mexico	41.01	NM - 9017 Effective 4/14/45 HBP	4/14/45	United States of America - 12.5% STEP SCALC 12.5-32%	Conoco, Inc. / 00%	Five States 1994-E, Ltd. - 12.5%						0.08274000
3B	Conoco No. 3	T18S, R32E Section 19: Lot 3 (NW/4 SW/4) Lea County, New Mexico	41.04	NM - 9017 Effective 4/14/45 HBP	4/14/45	United State of America - 12.5% STEP SCALC 12.5-32%	Conoco, Inc. / 00%	St. Mary Land & Exploration Company et al - 12.5%						0.05276000

TRACT NO.	TRACT NAME	DESCRIPTION OF LAND	ACRES	DATE	OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY/CARRIED WORKING INTEREST OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION IN UNIT TRACT IN UNIT
4	Mohawk No. 1	T18S, R32E Section 19: NE/4 SW/4 Lea County, New Mexico	40	NM - 9019 Effective-6/4/54 HBP	United States of America - 12.5%; *Subjct to stripper qualification on oil	Gladys Shannon (1%); Elizabeth S. Borggaard (1.21875%); David T. Edwards (1.21875%); Kate N. Edwards (2.4375%); William J. Casey (3.125%); Mildred M. Trammell (3.125%); Trammell Estate (3.125%); Nicholas R. Dupont (20.3125%); E. J. McCurdy Est. (65.0625%)	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.021
5A	Gerónimo No. 3	T18S, R31E Section 24: NE/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 Effective-6/4/54 HBP	United States of America - 12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.1281700
5B	Gerónimo No. 4	T18S, R31E Section 24: SE/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 Effective-6/4/54 HBP	United States of America - 12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.0809500
5C	Gerónimo No. 5	T18S, R31E Section 24: NW/4 NE/4 Eddy County, New Mexico	20	NM NM-025777 Effective-6/4/54 HBP	United States of America - 12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%	St. Mary Land & Exploration Company et al - 100%	0.0245100
5D	Gerónimo No. 8	T18S, R31E Section 24: NE/4 SE/4 Eddy County, New Mexico	40	NM NM-025777 Effective-6/4/54 HBP	United States of America - 12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%	St. Mary Land & Exploration Company et al - 100%	0.0332300
5E	Gerónimo No. 9	T18S, R31E Section 24: SW/4 NE/4 Eddy County, New Mexico	40	NM NM-025777 Effective-6/4/54 HBP	United States of America - 12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.0702100
5F	Gerónimo No. 10	T18S, R31E Section 24: NW/4 SE/4 Eddy County, New Mexico	40	NM NM-025777 Effective-6/4/54 HBP	United States of America - 12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.5%	St. Mary Land & Exploration Company et al - 100%	0.0235800
5G	Gerónimo No. 12	T18S, R31E Section 24: Part of the NW/4 NE/4 Eddy County, New Mexico	20	NM NM-025777 Effective-6/4/54 HBP	United States of America - 12.5%	18-31, Inc.	St. Mary Land & Exploration Company et al - 12.125%	St. Mary Land & Exploration Company et al - 100%	0.0269500
6	Jade No. 1	T18S, R32E Section 19: SE/4 NW/4 Lea County, New Mexico	40	NM - 67987 Effective-6/4/87 HBP	United States of America - Oil: Step-Scale 12.5% - 17%; Gas: 12.5%	Intell. Inc. (50%); St. Mary Land & Exploration Company (45%) and Ravenhill Energy Corporation (5%)	St. Mary Land & Exploration Company et al - 1.875%	St. Mary Land & Exploration Company et al - 100%	0.0819800

TOTAL Unit Acreage 604.12 Acres

EXHIBIT 11

**Affidavit of Notice Regarding Hearing
for Statutory Unitization of the
East Shugart (Delaware) Unit**

State of New Mexico)
Counties of Eddy and Lea) ss.

B. Lynne Ellison, being first duly sworn, upon oath deposes and says:

I am of legal age and have personal knowledge of the matters stated herein. By letter dated May 27, 1999, I, as Landman for St. Mary Land & Exploration Company, Operator of the proposed East Shugart (Delaware) Unit covering 604.12 acres, more or less, described as:

Township 18 South, Range 31 East, NM Meridian
Section 13: S/2SE/4
Section 24: NE/4 and N/2SE/4
Eddy County, New Mexico

Township 18 South, Range 32 East, NM Meridian
Section 18: Lot 4 (SW/4SW/4)
Section 19: Lots 1, 2 (W/2NW/4);
 Lot 3 (NW/4SW/4); E/2NW/4
 and NE/4SW/4
Lea County, New Mexico

sent notice to all owners of royalty, overriding royalty and working interests within the unitized formation that a hearing has been scheduled before the New Mexico Oil Conservation Division on June 24, 1999 related to an application for statutory unitization of the Brushy Canyon Formation of the Delaware Mountain Group. Copies of the application and of the related waterflood application were attached to the notices. The notices were delivered by certified mail, return receipt requested. A copy of the letter along with copies of the signed return receipts are attached to this Affidavit.

Further Affiant sayeth not.

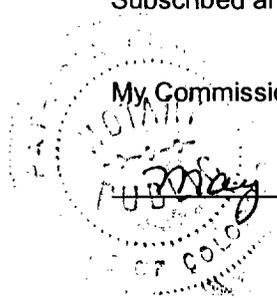
B. Lynne Ellison
B. Lynne Ellison

Subscribed and sworn to before me this 13th day of July, 1999.

My Commission Expires:

July 15, 2003

Patricia Spanigan
Notary Public for the State of Colorado
Residing at 1776 Lincoln St, STE 1100
Denver CO 80203



**Certified Mail
Return Receipt Requested**

May 27, 1999

To: See Attached List of Addressees

Re: East Shugart (Delaware) Unit
Eddy and Lea Counties, NM

Ladies and Gentlemen:

Enclosed is a copy of an application for statutory unitization of the proposed East Shugart (Delaware) Unit filed with the New Mexico Oil Conservation Division by St. Mary Land & Exploration Company. Also enclosed is a related waterflood application.

This matter will be heard at 8:15 a.m. on Thursday, June 24, 1999 at the Division's offices at 2040 South Pacheco Street, Santa Fe, New Mexico 87505. Our records indicate that you own an interest in the unit area. As an interest owner in the unit area, you have the right to enter an appearance and participate in the hearing. Failure to appear at the hearing will preclude you from contesting this matter at a later date. If you will be appearing at the hearing, you are requested to notify the attorney for the applicant no later than Friday, June 18, 1999. Our attorney is James Bruce, P. O. Box 1056, Santa Fe, New Mexico 87504.

Very truly yours,

St. Mary Land & Exploration Company



B. Lynne Ellison
Landman

/le
Attachments

ADDRESS LIST

EAST SHUGART (DELAWARE)

IIT

RIVERHILL ENERGY CORPORATION
PO BOX 2726
MIDLAND TX 79702-2726

ST MARY LAND & EXPLORATION
COMPANY
1776 LINCOLN ST STE 1100
DENVER CO 80203

MARY ELIZABETH BAISH-WESTIN
513 POWELL AVE
CRESSON PA 16630-1314

KAREN ELIZABETH CHARLES
110 HUDSON AVE
ALTOONA PA 16602-4914

HIGGINS TRUST INC
PO BOX 2421
GAINESVILLE GA 30503-2421

MARGARET MASTERS
47 OAKWOOD DR
WORMLEYSBURG PA 17043-1134

KATHERINE MARY SCOTT
809 SHERIDAN ST
ALTOONA PA 16602-5440

BETTY BAISH STROHMEYER
ESTATE
JAMES SCOTT STROHMEYER
EXECUTOR
5311 E 5TH ST
TUCSON AZ 85711-2331

GEORGE WESTALL
PO BOX 70
RUIDOSO DOWNS NM 88346-0070

CENTENNIAL
PO BOX 1837
ROSWELL NM 88202

SELMA ANDREWS TRUST #5188-01
FBO PEGGY BARRETT
PO BOX 840738
DALLAS TX 75284-0738

JOHN WALLACE WALLRICH
2410 W 79TH AVE
ANCHORAGE AK 99502

GRAHAM AUSTIN AND MARGARET
AUSTIN
CO-TRTEES OF THE AUSTIN FAMILY
TRUST UTA 3/22/95
24992 NELLIE GAIL
LAGUNA BEACH CA 92653

NANCY CARTER
PO BOX 386
LEMON GROVE CA 91946-0386

RANDY G PATTERSON
1705 WASHINGTON
ARTESIA NM 88210-1650

JACK W MCCAWE
PO BOX 127
ARTESIA NM 88211-0127

WILLIAM C WHITE
4200 AMISTAD DR
MIDLAND TX 79707-3203

BRILLE INSTITUTE OF AMERICA
INC
C/O NATIONSBANK OF TEXAS NA
PO BOX 840738
DALLAS TX 75248-0738

BEVERLY LE TOURNEAU
PO BOX 487
STOLLWATER MN 55082-0487

EUGENE WALLRICH
6827 ELIOT VIEW RD
MINNEAPOLIS MN 55426-2833

JW WALLRICH JR
416 N ELMHURST AVE
MT PROSPECT IL 60056-2012

LUCY MCCARLEY
4463 SPRINGMOOR CIR
RALEIGH NC 27615-5707

LOFFLAND LIMITED PARTNERSHIP
6300 RIDGLEA PL STE 717
FORT WORTH TX 76116-5733

FIVE STATES 1994-E LTD
4925 GREENVILLE AVE STE 1220
DALLAS TX 75206-4020

FIVE STATES 1995-B LTD
4925 GREENVILLE AVE STE 1220
DALLAS TX 75206-4020

FIVE STATES 1995-D LTD
4925 GREENVILLE AVE STE 1220
DALLAS TX 75206-4020

PAUL J ANDERSON
728 GULL LAKE DR
NISSWA NM 56468-9543

THOMAS R HOLLOWAY
9993 ARCOLA COURT N
STILLWATER MN 55082-9523

DEBORAH FEDRIC
PO BOX 1771
ROSWELL NM 88202-1771

TE BROWN JR
PO BOX 68
ARTESIA NM 88211-0068

ORION PROPERTIES INC
11776 S 76TH E AVE
BIXBY OK 74008-2022

KING PROPERTIES INC
PO BOX 10
BIXBY OK 74008-0010

CLIFTON EUGENE SHUMATE JR
CUSTODIAL TRTEE
FOR THE SHAREHOLDERS OF
OIL ROYALTIES CORPORATION
PO BOX 2473
MIDLAND TX 79702-2473

JACK FOLKNER
PO BOX 39
LOLEETA CA 95551-0039

LOUISE FOLKNER LANE
6206 84TH STREET E
PUYALLUP WA 98371-6342

ROBERT L FOLKNER
1807 W CANARY WY
CHANDLER AZ 85248-3031

MARK RYAN FOLKNER
7209 ARROYO DE LOSO NE
ALBUQUERQUE NM 87109-2922

CARL LEWIS FOLKNER JR
9005 NW VOLCANO ROAD, #30
ALBUQUERQUE NM 87121

STEPHEN FRANCIS FOLKNER
213 CAMINO CUATRO SW
ALBUQUERQUE NM 87105-7581

JOHN CHRISTOPHER FOLKNER
8207 SAN JUAN RD NE
ALBUQUERQUE NM 87108-2345

GEORGE H HUNKER JR
PO BOX 1837
ROSWELL NM 88202-1837

PATRICIA A BRUNSON
PO BOX 1353
SPRINGDALE AR 72764-1353

JIMMIE L CHARLESWORTH
RT 4 BOX 140B
HEREFORD TX 79045-9404

TOMMYE G EWING
3130 SAN SEBASTIAN
CARROLTON TX 75006

BETTE TAYLOR GARNER
6118 EDITH NE #152
ALBUQUERQUE NM 87107

ACME LAND COMPANY
P. O. BOX 10280
MIDLAND TX 79702

OLIN E GROVES
2507 CIMMARON
MIDLAND TX 79705

CECIL E & ELLA BELLE
HOLEMAN TRUST A & B
1303 W AVE J
LOVINGTON NM 88260

PRIME ENERGY ASSET &
INCOME FUND AA-3 & AA-4
2900 WILCREST DR STE 475
HOUSTON TX 77042-6009

SALLY MEADER ROBERTS
704 DELMAR
MIDLAND TX 79703-5536

VIVIAN C BRUNSON
4205 LANKFORD
SPRINGDALE AR 72762

GEORGE SHANNON
IND EXECUTOR OF
GLADYS SHANNON ESTATE
3112 HALLMARK
TYLER TX 75701

WILLIAM J CASEY
500 THROCKMORTON
FORT WORTH TX 76102-3708

NATIONSBANK
TEXAS NA TRTEE UWO
DAVID B TRAMMELL (#818)
PO BOX 848703
DALLAS TX 75284-8703

CAROL DAVID TRAMMELL
PO BOX 5081
WALNUT CREEK CA 94596-1081

NATIONSBANK TEXAS NA TRUSTEE
OF MARGARET RUTH TRAMMELL
TRUST
PO BOX 848703
DALLAS TX 75284-8703

RICHARD BORGAARD
8882 NE MEADOW RIDGE ROAD
PRINEVILLE OR 97754-9695

MARGARET JOHNSON MCCURDY
TRTEE
UTA 9/30/88
2525 RIDGMAR BLVD STE 300
FORT WORTH TX 76116-4583

E BERNARD JOHNSTON AND
MARY ELLEN JOHNSTON
2715 N KENTUCKY AVE #16
ROSWELL NM 88201-5868

RAY F LEWIS JR
1232 E AVITA AVE
CASA GRANDE AZ 85222-1105

MICHAEL R MCGUIRE
3209 ESTRELLITA
ROSWELL NM 88201-1017

MARGARET H NAYLOR
REVOCABLE TRUST
PO BOX 1196
ARTESIA NM 88211-1196

ROJO INC
PO BOX 1120
ROSWELL NM 88202-1120

RALPH A SHUGART TRUST
c/o MICHAEL D MCCANNON
300 S JACKSON ST STE 500
DENVER CO 80209-3133

CLIFTON E SHUMATE AND
HELEN C SHUMATE
2201 VENTNOR CT
ARLINGTON TX 76011

MYRTLE MYRA WESTALL
REVOCABLE TRUST
704 W BULLOCK AVE
ARTESIA NM 88210-2337

HARMAC OIL & GAS INC
221 E
WORTH
GRAPEVINE TX 76051

DNR OIL & GAS INC
655 BROADWAY
DENVER CO 80203

DAVID W TWOMEY
CONOCO INC
10 DESTA DR STE 100W
MIDLAND TX 79705

EHW LLC
A NM LIMITED LIABILITY COMPANY
101 S FOURTH STREET
ARTESIA NM 88210-2177

WILLA KATHRYN KENNEDY
P. O. BOX 1121
EDGEWOOD NM 87015-1121

MARY KENNEDY GORE
4749 E MOHAVE AVENUE
LAS VEGAS NV 89104-5826

BRANEX RESOURCES INC.
P. O. BOX 2328
ROSWELL NM 88202-2328

RIVERHILL ENERGY CORPORATION
PO BOX 2726
MIDLAND TX 79702-2726

HARE PRODUCTION COMPANY
1601 E BLANCHO BLVD
BLOOMFIELD NM 87413

TED E BACIL
43513 OCASO CORTE
FREMONT CA 94539-5633

NORMAN BARKER
3208 HAYNES DR
MIDLAND TX 79705-4213

FLOYD A BLAKENEY
2603 N WASHINGTON
ROSWELL NM 88201

BORICA OIL INC
DRAWER H
FT SUMNER NM 88119-1507

GERALD E & E PATRICIA
HARRINGTON TRUSTEES OF THE
HARRINGTON TRT
PO BOX 216
ROSWELL NM 88201

NM&T RESOURCES LLC
PO BOX 10523
MIDLAND TX 79702-7523

PAULA S CAMPBELL
PO BOX 1018
ROSWELL NM 88201

DR MICHAEL NORTON III
688 COUNTY ST
NEW BEDFORD MA 02740-6721

TROY OR SANDRA ONEY
PO BOX 513
MALAKOFF TX 75148

LEONARD SCHAEEN
6004 HIGHCOURT PL
DALLAS TX 75240

SCHATZ MANAGEMENT TRUST
BARBARA A SCHATX TRUSTEE
2817 W DENGAR
MIDLAND TX 79705-6104

EDWIN G WALLACE
133 SLEEPY HOLLOW LN
ORINDA CA 94563-1340

RIVERHILL ENERGY CORPORATION
FOR THE ACCT OF WILLIAM NICKEY
PO BOX 2726
MIDLAND TX 79702-2726

CHESTER FRANCIS CARTHEL TRT
FOR
OLGA EUDORA TANNAHILL MILLER
PO BOX 1 PLAZA ONE
AMARILLO TX 79105-0001

CHESTER FRANCIS CARTHEL TRT
FOR
THEODORE HERSCHEL CARTHEL
PO BOX 1 PLAZA ONE
AMARILLO TX 79105-0001

DON L LEE
PO BOX 149
ALAMOGORDO NM 88311-0149

RICHARD E OCONNELL
PO BOX 513
PACIFIC GROVE CA 93950-0513

GWENDOLYN MANNING WILLIAMS
905 W PINE CT
MIDLAND TX 79705-6527

LESSIE FISHER
PO BOX 301
ALTO NM 88312

E & S LLC
3007 RIVERSIDE DR
ROSWELL NM 88201-1348

DEAN KINSOLVING
PO BOX 325
TATUM NM 88267

PATRICK J MORELLO
598 WOODLAND DR
PADUCAH KY 42001

DAVID J MOSSLER
345 N MAPLE DR STE 105
BEVERLY HILLS CA 90210-3854

JOHN & ALICE SHARP
20 CONDESA RD
SANTA FE NM 87505

STEVE OR LOLA BELL
204 TIERRA BERRENDIA
ROSWELL NM 88201

NELSON B ALPERS TRTEE OF THE
NELSON
B ALPERS FAMILY TRT UTA 5/12/97
4302 CRESTWOOD
MIDLAND TX 79707

JOHN V FOX
5012 LAKE CARLTON RD
LOGANVILLE GA 30249

PATRICIA K JENNINGS
3968 COTTONWOOD LN
ROSWELL NM 88201

FIVE STATES 1994-E LTD
4925 GREENVILLE AVE STE 1220
DALLAS TX 75206-4020

FIVE STATES 1995-B LTD
4925 GREENVILLE AVE STE 1220
DALLAS TX 75206-4020

FIVE STATES 1995-D LTD
4925 GREENVILLE AVE STE 1220
DALLAS TX 75206-4020

J E CIESZINSKI
PO BOX 3047
ROSWELL NM 88202-3047

HARVEY E YATES COMPANY
PO BOX 1933
ROSWELL NM 88202-1933

JALAPENO CORPORATION
PO BOX 1668
ALBUQUERQUE NM 87103

NORTEX CORPORATION
1415 LOUISIANA ST STE 3100
HOUSTON TX 77002

YATES ENERGY CORPORATION
PO BOX 2323
ROSWELL NM 88202-2323

BRIAN D KANTOR
5926 BIRDWOOD
HOUSTON TX 77074

18-31 INC
PO BOX 1120
ROSWELL NM 88202-1120

JOHN MICHAEL FROST
PO BOX 1120
ROSWELL NM 88202-1120

MARIANNE KEOHANE FROST
PO BOX 1120
ROSWELL NM 88202-1120

MARK JAMES FROST
PO BOX 1120
ROSWELL NM 88202-1120

THERESA ANN FROST
PO BOX 1120
ROSWELL NM 88202-1120

SUE SAUNDERS GRAHAM
PO BOX 987
ROSWELL NM 88202-0987

DONALD S IVERSON ESTATE
C/O SUSAN IVERSON
1 TERRACE MOUNTAIN COVE
AUSTIN TX 78746

IVERSON III INC
C/O S IVERSON
3454 S ZUNIS
TULSA OK 74105

PAI INCORPORATED
C/O PAUL IVERSON
243 WALNUT ST
NEWPORT BEACH CA 92663

JEWELL IVERSON INTERVIVOS
TRUST
R SULLIVAN SUCCESSOR
4870 S LEWIS STE 200
TULSA OK 74105

S J IVERSON JR
2518 SINCLAIR
MIDLAND TX 79705

WENDELL WELCH IVERSON
PO BOX 1343
MIDLAND TX 79702

JEANETTE Y KEOHANE
13408 CLOUDVIEW NE
ALBUQUERQUE NM 87123

PATSY ANN IVERSON PAGE
1155 MURILAND VISTA WY
LA JOLLA CA 92037

COMMERCE BANK OF KANSAS
CITY TRTEE
ELYSE S PATTERSON TRUST B
ATTN MARK ROBISON
PO BOX 419248
KANSAS CITY MO 64199-3366

PIP 1990 TRUST
C/O WENDELL W IVERSON
TRUSTEE
PO BOX 10508
MIDLAND TX 79702

SJI JR 1990 TRUST
C/O WENDELL W IVERSON
TRUSTEE
PO BOX 10508
MIDLAND TX 79702

PHOEBE SHELTON
PO BOX 430
AMARILLO TX 79105

THE TOLES COMPANY
PO BOX 1300
ROSWELL NM 88202-1300

WWI 1990 TRUST
C/O WENDELL W IVERSON
TRUSTEE
PO BOX 10508
MIDLAND TX 79702

SPIRAL INC
PO BOX 1933
ROSWELL NM 88202-1933

HEYCO EMPLOYEE LTD
PO BOX 1933
ROSWELL NM 88202-1933

EXPLORER PETROLEUM CORP
PO BOX 1933
ROSWELL NM 88202-1933

GENE SHUMATE
PO BOX 2473
MIDLAND TX 79702

JOSEPH R MAZZOLA
INTOIL INC
9200 E MINERAL AVE
ENGLEWOOD CO 80110

GREG HOLCOMB
TRUSTEE
SJ IVERSON TRUST
PO BOX 830308
DALLAS TX 75238

J DAVID WRATHER JR
PO BOX 1788
LONGVIEW TX 75605

PETER C IVERSON
& ALVIN M IVERSON
EXECUTORS OEO DOROTHY
MONROE
206 BELLEMEADE CIRCLE
EUFAULA OK 74432-2071

Form 3800, April 1995 (Reverse)

Return
to
the
post
office

is your RETURN ADDRESS completed on the reverse

INSTRUCTIONS:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

RIVERHILL ENERGY CORPORATION
 PO BOX 2726
 MIDLAND TX 79702-2726

4a. Article Number
 2238 822 358

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

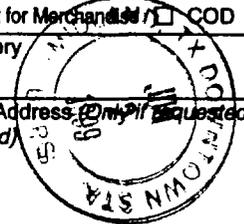
7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

[Handwritten Signature]



Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse?

- INSTRUCTIONS:**
- Complete items 1 and/or 2 for additional services.
 - Complete items 3, 4a, and 4b.
 - Print your name and address on the reverse of this form so that we can return this card to you.
 - Attach this form to the front of the mailpiece, or on the back if space does not permit.
 - Write "Return Receipt Requested" on the mailpiece below the article number.
 - The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

HARE PRODUCTION COMPANY
1601 E BLANCHO BLVD
BLOOMFIELD NM 87413

4a. Article Number

2 159 888 511

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

5-29-91

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)

X *[Handwritten Signature]*

Thank you for using Return Receipt Service.

April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse?

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

TED E BACIL
43513 OCASO CORTE
FREMONT CA 94539-5633

4a. Article Number

659 888 521

4b. Service type

- Registered Certified
- Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X *Ted Bacil*

Thank you for using Return Receipt Service.

April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

RECIPIENT:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 NORMAN BARKER
 3208 HAYNES DR
 MIDLAND TX 79705-4213

4a. Article Number
 P 554 486 695

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X Mrs N.K. Barker

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

1. Write "Return Receipt Requested" on the mailpiece below the article number.
2. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:

FLOYD A BLAKENEY
2603 N WASHINGTON
ROSWELL NM 88201

4a. Article Number
2159 888 512
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery
5-29-95

5. Received By: (Print Name)
X PAT BLAKENEY

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

6. Signature: (Addressee or Agent)
X Pat Blakeny

is your RETURN ADDRESS completed on the

Thank you for using Return Receipt Service.

article to cover First-Class postage, certified mail fee, and optional services (See front).
 If you do not 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 with address of the article. date, detach, and retain the receipt, and mail the article.
 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.
 Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
 Save this receipt and present it if you make an inquiry.

BUSINESS completed on the reverse side? APR 11 1995 (Reverse)

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: BORICA OIL INC DRAWER H FT SUMNER NM 88119-1507		4a. Article Number 2159 888 522 4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
Received By: (Print Name) Signature: (Addressee or Agent) 		7. Date of Delivery 6-2-99 8. Addressee's Address (Only if requested and fee is paid)

Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt

cover First-Class postage, certified mail fee, and services (See front).

marked, stick the gummed stub to the right of the return attached, and present the article at a post office service carrier (no extra charge).

receipt postmarked, stick the gummed stub to the right of the e, date, detach, and retain the receipt, and mail the article.

receipt, write the certified mail number and your name and address d, Form 3811, and attach it to the front of the article by means of the ce permits. Otherwise, affix to back of article. Endorse front of article REQUESTED adjacent to the number.

delivery restricted to the addressee, or to an authorized agent of the orse RESTRICTED DELIVERY on the front of the article.

ss for the services requested in the appropriate spaces on the front of this eturn receipt is requested, check the applicable blocks in item 1 of Form 3811.

this receipt and present it if you make an inquiry.

(Reverse) 3800, April 1995 (Reverse)

ADDRESS completed on the reverse side?

SENDER:
■ Complete items 1 and/or 2 for additional services.
■ Complete items 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
■ Print your name and address on the reverse of this form so that we can return this card to you.
■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
■ Write "Return Receipt Requested" on the mailpiece below the article number.
■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
NM&T RESOURCES LLC
PO BOX 10523
MIDLAND TX 79702-7523

4a. Article Number
2159 888 513

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
JUN - 1 1999

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)
X Lawo Lee

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

1. Write "Return Receipt Requested" on the mailpiece below the article number.
2. The Return Receipt will show to whom the article was delivered and the date delivered.
3. Article Addressed to:
PAULA S CAMPBELL
PO BOX 1018
ROSWELL NM 88201

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

4a. Article Number
Z 159 888 523
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-1-99

5. Received By: (Print Name)
Jane Andrews

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

6. Signature: (Addressee or Agent)
X Jane Andrews

is your RETURN ADDRESS completed on the

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

Is your RETURN ADDRESS completed on the reverse

3. Article Addressed to:

BRIAN D KANTOR
5926 BIRDWOOD
HOUSTON TX 77074

4a. Article Number

2159 888 553

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

5-29-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X *B D Kantor*

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Rev. 1/25/95) B-0145

to the right of the article.
 all the article.
 your name and address.
 article by means of the
 Endorse front of article
 authorized agent of the
 the article.
 on the front of this
 of Form 3811.
 in item 1 of Form 3811.

INSTRUCTIONS:
 Mark items 1 and/or 2 for additional services.
 Mark items 3, 4a, and 4b.
 Write your name and address on the reverse of this form so that we can return this form to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

is your RETURN ADDRESS completed on the reverse of this form?

3. Article Addressed to:
 DR MICHAEL NORTON III
 688 COUNTY ST
 NEW BEDFORD MA 02740-6721

4a. Article Number
 Z 159 888 504

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-4-99

5. Received By: (Print Name)
 Michael P. Norton

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

6. Signature: (Addressee or Agent)
 X

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

INSTRUCTIONS:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 TROY OR SANDRA ONEY
 PO BOX 513
 MALAKOFF TX 75148

4a. Article Number
 Z159 888 514
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 6-1-99 25

5. Received By: (Print Name)
 Jim R SEEKER

6. Signature: (Addressee or Agent)
 Jim R Seeker

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

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

POSTAGE completed on the reverse side

- ATTENTION:**
- Complete items 1 and/or 2 for additional services.
 - Complete items 3, 4a, and 4b.
 - Print your name and address on the reverse of this form so that we can return this card to you.
 - Attach this form to the front of the mailpiece, or on the back if space does not permit.
 - Write "Return Receipt Requested" on the mailpiece below the article number.
 - The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

SCHATZ MANAGEMENT TRUST
 BARBARA A SCHATX TRUSTEE
 2817 W DENGAR
 MIDLAND TX 79705-6104

4a. Article Number
 2159 888 505

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

Received By: (Print Name)
 Barbara Schatz

Signature: (Addressee or Agent)
Barbara Schatz

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

3811, December 1994 102595-97-B-0179 Domestic Return Receipt

article to cover First-Class postage, certified mail fee, and optional services (See front).

receipt postmarked, stick the gummed stub to the right of the return receipt attached, and present the article at a post office service unit to your rural carrier (no extra charge).

Do not 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** 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 receipt is requested, check the applicable blocks in item 1 of Form 3811.

6. Save this receipt and present it if you make an inquiry.

APR 1995 (Reverse)

Thank you for using Return Receipt

SENDING ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

EDWIN G WALLACE
133 SLEEPY HOLLOW LN
ORINDA CA 94563-1340

4a. Article Number

2159 888 515

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

June 1-1999

5. Received By: (Print Name)

E. G. WALLACE

6. Signature: (Addressee or Agent)

E. G. Wallace

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

Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

to cover First-Class postage, certified mail fee, and additional services (See front).

If postmarked, stick the gummed stub to the right of the return receipt attached, and present the article at a post office service to your rural carrier (no extra charge).

If you want a return receipt postmarked, stick the gummed stub to the right of the address of the article, date, detach, and retain the receipt, and mail the article.

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** adjacent to 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.

Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

Save this receipt and present it if you make an inquiry.

102595-97-B-0145

Thank you for using Return Receipt Service.

PS Form 3811, December 1994
 102595-97-B-0145

appropriate spaces on the front of this form or to an authorized agent of the article. Endorse front of article and your name and address of the article by means of the stub to the right of the article. Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

PS Form 3800, April 1995 (Reverse)

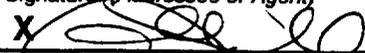
3. Article Addressed to:
 CHESTER FRANCIS CARTEL TRT
 FOR OLGA EUDORA TANNAHILL
 MILLER
 PO BOX 1 PLAZA ONE
 AMARILLO TX 79105-0001

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery

Consult postmaster for fee.

5. Received By: (Print Name)
 Gabriel Jaramillo

6. Signature: (Addressee or Agent)
 X 

4a. Article Number
 Z 159 888 506

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 JUN - 1 1999

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

Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse side of this form?

1. Write items 1 and/or 2 for additional services.
2. Write items 3, 4a, and 4b.
3. Print your name and address on the reverse of this form so that we can return this card to you.
4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
5. Write "Return Receipt Requested" on the mailpiece below the article number.
6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:

CHESTER FRANCIS CARTEL TRT
FOR THEODORE HERSHEL
CARTEL
PO BOX 1 PLAZA ONE
AMARILLO TX 79105-0001

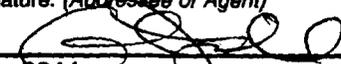
4a. Article Number
Z 159 888 516

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
JUN - 2 1999

5. Received By: (Print Name)
Gabriel Jaramillo

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

6. Signature: (Addressee or Agent)
X 

PS Form 3811, December 1994

102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service

mail fee.
 right of the return
 post office service
 sub to the right of the
 id mail the article.
 id your name and address
 id the article by means of the
 article. Endorse front of article
 to an authorized agent of the
 of the article.
 appropriate spaces on the front of this
 cable blocks in item 1 of Form 3811.
 102595-97-B-0175
 PS Form 3800, April 1995 (Revised)

is your RETURN ADDRESS completed

1. Write items 1 and/or 2 for additional services.
2. Write items 3, 4a, and 4b.
 your name and address on the reverse of this form so that we can return this
 to you.
 Attach this form to the front of the mailpiece, or on the back if space does not
 permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date
 delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 DON L LEE
 PO BOX 149
 ALAMOGORDO NM 88311-0149

4a. Article Number
 2159 888 526
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X Charles T Lee

Thank you for using Return Receipt Service.

PS Form 3811, December 1994
102595-97-B-0179

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse side of this form?

RECEIVER:
Complete items 1 and/or 2 for additional services.
Complete items 3, 4a, and 4b.
Print your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

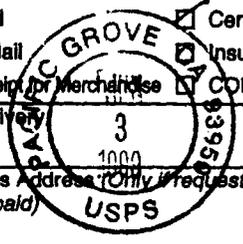
3. Article Addressed to:
RICHARD E OCONNELL
PO BOX 513
PACIFIC GROVE CA 93950-0513

4a. Article Number
2159 888 507
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery
3
1000

5. Received By: (Print Name)
RICHARD E. O'CONNELL

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

6. Signature: (Addressee or Agent)
X Richard E Oconnell



Thank you for using Return Receipt Service.

ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

GWENDOLYN MANNING WILLIAMS
905 W PINE CT
MIDLAND TX 79705-6527

4a. Article Number

7159 888 517

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

Dec 01-99

5. Received By: (Print Name)

Signature (Addressee or Agent)

X *Gwendolyn Williams*

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

Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

article to cover First-Class postage, certified mail fee, and optional services (See front).

receipt postmarked, stick the gummed stub to the right of the return and it to your rural carrier (no extra charge).

do not want this receipt postmarked, stick the gummed stub to the right of the address of the article, date, detach, and retain the receipt, and mail the article 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 with "RETURN RECEIPT REQUESTED" adjacent to 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.

Enter fees for the services requested in the appropriate spaces on the receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

Save this receipt and present it if you make an inquiry.

3800, April 1995 (Reverse)

102595-97-B-0145

Thank you for using Domestic Return Receipt

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse side of this form

PS Form 3800, April 1995 (Reverse)
I also wish to receive the following services (for an extra fee):
1. [] Addressee's Address
2. [] Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
DEAN KINSOLVING
PO BOX 325
TATUM NM 88267

4a. Article Number
2 159 888 518
4b. Service Type
[] Registered [X] Certified
[] Express Mail [] Insured
[] Return Receipt for Merchandise [] COD

5. Received By: (Print Name)

7. Date of Delivery
6-1-99

6. Signature: (Addressee or Agent)
X Deanda Kinsolving

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

Thank you for using Return Receipt Service

102595-97-R-0179
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PS Form 3800, April 1995 (Reverse)

1. Registered
2. Restricted Delivery
I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:

PATRICK J MORELLO
598 WOODLAND DR
PADUCAH KY 42001

4a. Article Number
2159 888 528
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery
6-2-99

5. Received By: (Print Name)
PATRICK MORELLO

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

6. Signature: (Addressee or Agent)
[Signature]

is your RETURN ADDRESS completed on the

Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse side of this form

INSTRUCTIONS: Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b. Print your name and address on the reverse of this form so that we can return this card to you. Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee): 1. Addressee's Address 2. Restricted Delivery Consult postmaster for fee.

3. Article Addressed to: DAVID J MOSSLER 345 N MAPLE DR STE 105 BEVERLY HILLS CA 90210-3854

4a. Article Number Z159 888 509 4b. Service Type Registered Express Mail Return Receipt for Merchandise Certified Insured COD

5. Received By: (Print Name)

7. Date of Delivery 6-1 8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent) X M. Taylor

Thank you for using Return Receipt Service.

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mail the article.
our name and address
article by means of the
Endorse front of article

PS Form 3800, April 1995 (Rev. 11/23/95)

is your RETURN ADDRESS completed

Items 1 and/or 2 for additional services.
Items 3, 4a, and 4b.
our name and address on the reverse of this form so that we can return this
to you.
Attach this form to the front of the mailpiece, or on the back if space does not
permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date
delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
JOHN & ALICE SHARP
20 CONDESA RD
SANTA FE NM 87505

4a. Article Number
2159 888 519

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

5. Received By: (Print Name)
JOHN SHARP

7. Date of Delivery
JUN 5 1999

6. Signature: (Addressee or Agent)
X

8. Addressee's Address (Only if requested and fee is paid)
CO

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

102595-97-R-0145
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RETURN:

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the

Complete items 1 and/or 2 for additional services.
Complete items 3, 4a, and 4b.
Print your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:

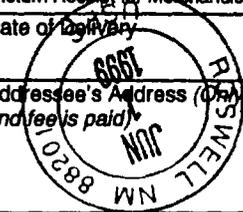
STEVE OR LOLA BELL
204 TIERRA BERRENDA
ROSWELL NM 88201

4a. Article Number
Z 159 888 529
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

5. Received By: (Print Name)

7. Date of Delivery

6. Signature: (Addressee or Agent)
X

8. Addressee's Address (Only if requested and fees paid)


PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)
 Write the return number on the front of the mailpiece, or on the back if space does not permit.
 The Return Receipt will show to whom the article was delivered and the date delivered.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write your name and address on the reverse of this form so that we can return this to you.
 Complete items 3, 4a, and 4b.
 Complete items 1 and/or 2 for additional services.

Is your RETURN ADDRESS completed on the reverse of this form?

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to: NELSON B ALPERS TRTEE OF THE NELSON B ALPERS FAMILY TRT UTA 5/12/97 4302 CRESTWOOD MIDLAND TX 79707	4a. Article Number Z 159 888 510
5. Received By: (Print Name) N. B. ALPERS	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
6. Signature: (Addressee or Agent) X N. B. Alpers	7. Date of Delivery JUN - 3 1999
	8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt

to cover First-Class postage, certified mail fee, and other services (See front).

Postmarked, stick the gummed stub to the right of the return receipt attached, and present the article at a post office service at carrier (no extra charge).

On receipt postmarked, stick the gummed stub to the right of the article. Date, detach, and retain the receipt, and mail the article.

On receipt, write the certified mail number and your name and address on Form 3811, and attach it to the front of the article by means of the appropriate permits. Otherwise, affix to back of article. Endorse front of article with **RESTRICTED DELIVERY** on the front of the article.

For delivery restricted to the addressee, or to an authorized agent of the addressee, check the appropriate spaces on the front of this form. For the services requested in the appropriate blocks in item 1 of Form 3811, check the applicable blocks in item 1 of Form 3811. Present this receipt and present it if you make an inquiry.

102595-97-B-0179

Form 3811, 10/91 (Reverse) (Series)

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: JOHN V FOX 5012 LAKE CARLTON RD LOGANVILLE GA 30249		4a. Article Number 2 159 888 520 4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD
5. Received By: (Print Name) X <i>[Signature]</i>		7. Date of Delivery 01/18/99 8. Addressee's Address (Only if requested and fee is paid) 30052
Form 3811, December 1994		102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Return Address completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

PATRICIA K JENNINGS
3968 COTTONWOOD LN
ROSWELL NM 88201

4a. Article Number
2159 888 530

- 4b. Service Type
- Registered
 - Express Mail
 - Return Receipt for Merchandise
 - Certified
 - Insured
 - COD

7. Date of Delivery
6-29-94

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
Patricia Jennings

Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

cover First-Class postage, certified mail fee, and
services (See front).
postmarked, stick the gummed stub to the right of the return
receipt attached, and present the article at a post office service
your rural carrier (no extra charge).
you want this receipt postmarked, stick the gummed stub to the right of the
of the article, date, detach, and retain the receipt and mail the article.
RETURN RECEIPT REQUESTED adjacent to the number. Emburse front of article
4. If you want delivery restricted to the addressee, or to an authorized agent of 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.
5. Enter fees for the services requested in the appropriate spaces on the front of this
receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

(reverse) 1995 April 1995 3800

102595-97-B-0145

Thank you for using Return Receipt Service.

1. **Stickers to article to cover First-Class postage, certified mail fee, and selected optional services (See front).**
 2. **If you do not want this receipt postmarked, stick the gummed stub to the right of the return window or hand it to your rural carrier (no extra charge).**
 3. **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 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 receipt is requested, check the applicable blocks in item 1 of Form 3811.**
 6. **Save this receipt and present it if you make an inquiry.**

RETURN ADDRESS completed on the reverse side?

SENDER: Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b. Print your name and address on the reverse of this form so that we can return this card to you. Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: J DAVID WRATHER JR PO BOX 1788 LONGVIEW TX 75605		4a. Article Number E 159 988 507
5. Received By: (Print Name) <i>J David Wrather Jr</i>		4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
6. Signature: (Addressee or Agent) <i>J David Wrather Jr</i> X		7. Date of Delivery JUN 21 1999
Form 3811, December 1994		8. Addressee's Address (Only if requested and fee is paid)

APRIL 1995 (Reverse)
 3800

102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service

000, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse side of this form so that we can return this card to you.

- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

GENE SHUMATE
PO BOX 2473
MIDLAND TX 79702

4a. Article Number

2 159 888 5dp

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

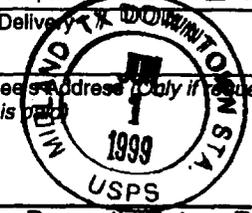
7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

Gene Shumate



PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

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PS Form 3800, April 1995 (Reverse)

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2. Complete items 1 and/or 2 for additional services.
3. Complete items 3, 4a, and 4b.
4. Print your name and address on the reverse of this form so that we can return this card to you.
5. Attach this form to the front of the mailpiece, or on the back if space does not permit.
6. Write "Return Receipt Requested" on the mailpiece below the article number.
7. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
FIVE STATES 1994-E LTD
4925 GREENVILLE AVE STE 1220
DALLAS TX 75206-4020

4a. Article Number
2159 888 531
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6/1/99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
* [Signature]

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

and
return
service
of the
address
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article
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1811
SF10 : 0145

RECIPIENT:
Complete items 1 and/or 2 for additional services.
Complete items 3, 4a, and 4b.
Print your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

is your RETURN ADDRESS completed on the reverse

3. Article Addressed to:

FIVE STATES 1995-B LTD
4925 GREENVILLE AVE STE 1220
DALLAS TX 75206-4020

4a. Article Number
2238 822 324

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6/11/99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
*Karen Crow

PS Form 3811, December 1994

102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Certified mail fee:
 Job to the right of the return receipt stub to the right of the article at a post office service.
 the gummed stub to the right of the article.
 the receipt and mail the article.
 the number and your name and address.
 it to the front of the article by means of the
 affix to back of article. Endorse front of article
 to an authorized agent of the
 the addressee, or to an authorized agent of the
 DELIVERY on the front of this
 the appropriate spaces on the front of this
 requested, check the applicable blocks in item 1 of Form 3811.
 present it if you make an inquiry.

PS Form 3800, April 1994
 Is your RETURN ADDRESS complete?

Items 1 and/or 2 for additional services.
 Items 3, 4a, and 4b.
 your name and address on the reverse of this form so that we can return this
 to you.
 Attach this form to the front of the mailpiece, or on the back if space does not
 permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date
 delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 FIVE STATES 1995-D LTD
 4925 GREENVILLE AVE STE 1220
 DALLAS TX 75206-4020

4a. Article Number
 2554 486 691
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 6/1/99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X Karen [Signature]

Thank you for using Return Receipt Service

is your RETURN ADDRESS completed on the reverse

ORDER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

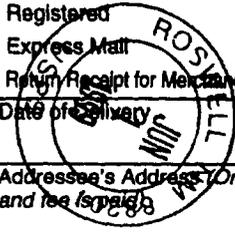
3. Article Addressed to:
 J E CIESZINSKI
 PO BOX 3047
 ROSWELL NM 88202-3047

4a. Article Number
 2159 888 534
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

5. Received By: (Print Name)

7. Date of Delivery
 8. Addressee's Address Only if requested and fee is paid

6. Signature: (Addressee or Agent)
J. E. Cieszinski



Thank you for using Return Receipt Service

102595-97-B-0145
PS Form 3800, April 1995 (Reverse)

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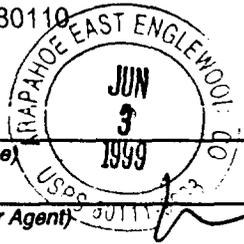
fill fee.

1. Write items 1 and/or 2 for additional services.
2. Write items 3, 4a, and 4b.
3. Write your name and address on the reverse of this form so that we can return this to you.
4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
5. Write "Return Receipt Requested" on the mailpiece below the article number.
6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

RETURN ADDRESS completed on the reverse of this form

3. Article Addressed to:
JOSEPH R MAZZOLA
INTOIL INC
9200 E MINERAL AVE
ENGLEWOOD CO 80110



4a. Article Number
Z159 888 562

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X [Signature]

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

Check items 1 and/or 2 for additional services.
Complete items 3, 4a, and 4b.
Print your name and address on the reverse of this form so that we can return this card to you.
■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
■ Write "Return Receipt Requested" on the mailpiece below the article number.
■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:

NORTEX CORPORATION
1415 LOUISIANA ST STE 3100
HOUSTON TX 77002

4a. Article Number
Z 159 888 535

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
06/01/99

5. Received By: (Print Name)
YORK

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

6. Signature: (Addressee or Agent)
X *[Signature]*

Thank you for using Return Receipt Service.

PS Form 3811, April 1995 (Reverse)

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PS Form 3811, April 1995 (Reverse)

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the

1. Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b. Print your name and address on the reverse of this form so that we can return this card to you. Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
HARVEY E YATES COMPANY
PO BOX 1933
ROSWELL NM 88202-1933

4a. Article Number
2159 888 543
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X [Signature]

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Domestic Return Receipt

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the

1. Complete items 1 and/or 2 for additional services.
2. Complete items 3, 4a, and 4b.
3. Print your name and address on the reverse of this form so that we can return this card to you.
4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
5. Write "Return Receipt Requested" on the mailpiece below the article number.
6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
SPIRAL INC
PO BOX 1933
ROSWELL NM 88202-1933

4a. Article Number
7 159 888 560

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-1-99

5. Received By: (Print Name)

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

8. Signature: (Addressee or Agent)
X [Signature]

Thank you for using Return Receipt Card

PS Form 3811, December 1994
102595-97-B-0179

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse of this form

1. Write items 1 and/or 2 for additional services.
2. Write items 3, 4a, and 4b.
3. Write your name and address on the reverse of this form so that we can return this article to you.
4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
5. Write "Return Receipt Requested" on the mailpiece below the article number.
6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
HEYCO EMPLOYEE LTD
PO BOX 1933
ROSWELL NM 88202-1933

4a. Article Number
2159 888 561
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-7-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X [Signature]

Thank you for using Return Receipt Service.

102595-97-B-0145
Place on the front of this article.
Authorized agent of the addressee.
Write your name and address on the front of the article by means of the address label.
Write the right of the return office service.

PS Form 3800, April 1995 (Rev. 10/95)

Is your RETURN ADDRESS completed?

Write items 1 and/or 2 for additional services.
Write items 3, 4a, and 4b.
Write your name and address on the reverse of this form so that we can return this to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
JALAPENO CORPORATION
PO BOX 1668
ALBUQUERQUE NM 87103

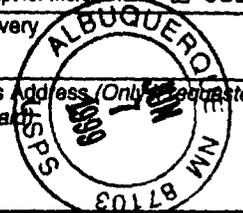
4a. Article Number
2159 888 552
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

5. Received By: (Print Name)

7. Date of Delivery

6. Signature (Addressee or Agent)
X *[Signature]*

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



Thank you for using Return Receipt Service

to cover First-Class postage, certified mail fee, and
 nal services (See front).
 Postmarked, stick the gummed stub to the right of the return
 at attached, and present the article at a post office service
 rural carrier (no extra charge).
 (this receipt postmarked, stick the gummed stub to the right of the
 article, date, detach, and retain the receipt, and mail the article.
 return receipt, write the certified mail number and your name and address
 as if space permits. Otherwise, affix to back of article. Endorse front of the
 RECEIPT REQUESTED adjacent to the number.
 you want delivery restricted to the addressee, or to an authorized agent of the
 addressee, endorse RESTRICTED DELIVERY on the front of the article.
 Enter fees for the services requested in the appropriate spaces on the front of this
 receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
 6. Save this receipt and present it if you make an inquiry.

BUSINESS completed on the reverse side?

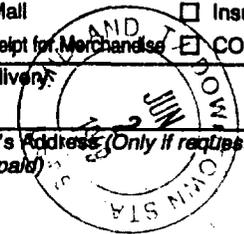
SENDER:
 ■ Complete items 1 and/or 2 for additional services.
 ■ Complete items 3, 4a, and 4b.
 ■ Print your name and address on the reverse of this form so that we can return this card to you.
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 RIVERHILL ENERGY CORPORATION
 FOR THE ACCT OF WILLIAM NICKEY
 PO BOX 2726
 MIDLAND TX 79702-2726

4a. Article Number
 Z 159 888 525
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery:

5. Received By: (Print Name)
 Signature: (Addressee or Agent)
X [Signature]

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


Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)
 102595-97-B-0179
 authorized agent of the
 article
 spaces on the front of this
 102595-97-B-0179
 PS Form 3811

RE:
 and
 complete items 1 and/or 2 for additional services.
 complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this
 card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not
 permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date
 delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 MARY ELIZABETH BAISH-WESTIN
 513 POWELL AVE
 CRESSON PA 16630-1314

4a. Article Number
 Z 238 822 316
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 6/1/99

5. Received By: (Print Name)
 R. J. Weaver

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

6. Signature: (Addressee or Agent)
 X

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

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is your RETURN ADDRESS completed on the r

Items 1 and/or 2 for additional services.
Items 3, 4a, and 4b.
your name and address on the reverse of this form so that we can return this
card to you.
Attach this form to the front of the mailpiece, or on the back if space does not
permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date
delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:

KAREN ELIZABETH CHARLES
110 HUDSON AVE
ALTOONA PA 16602-4914

4a. Article Number
2238 822 356
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise CQD

5. Received By: (Print Name)
KAREN CHARLES

7. Date of Delivery
6/3/99

6. Signature: (Addressee or Agent)
X Karen Charles

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

PS Form 3811, December 1994

102595-97-8-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3811, April 1995 (Reverse)

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse side of this form?

INSTRUCTIONS:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

GERALD E & E PATRICIA
 HARRINGTON TRUSTEES OF THE
 HARRINGTON TRT
 PO BOX 216
 ROSWELL NM 88201

4a. Article Number

2 159 888 503

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

6-1-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X *Gerald E. Harrington*

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

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

a. To the right of the
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 c. To the right of the
 d. To the right of the
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1. Write items 1 and/or 2 for additional services.
 2. Write items 3, 4a, and 4b.
 3. Write your name and address on the reverse of this form so that we can return this to you.
 4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 5. Write "Return Receipt Requested" on the mailpiece below the article number.
 6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

PS Form 3800, April 1995 (Rev. 10/94)

Is your RETURN ADDRESS completed on the reverse of this form?

3. Article Addressed to:
 HIGGINS TRUST INC
 PO BOX 2421
 GAINESVILLE GA 30503-2421

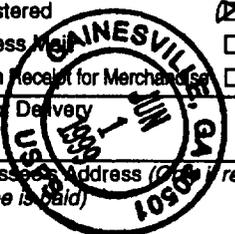
4a. Article Number
 P554 486 692
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)
 Kathleen Edwards

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

6. Signature: (Addressee or Agent)
 X



PS Form 3811, December 1994
102595-97-B-0179
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

1. Write items 1 and/or 2 for additional services.
2. Write items 3, 4a, and 4b.
3. Write your name and address on the reverse of this form so that we can return this to you.
4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
5. Write "Return Receipt Requested" on the mailpiece below the article number.
6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

is your RETURN ADDRESS completed

3. Article Addressed to:
E BERNARD JOHNSTON AND
MARY ELLEN JOHNSTON
2715 N KENTUCKY AVE #16
ROSWELL NM 88201-5868

4a. Article Number
2159 888 488
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery
5-29-99

5. Received By: (Print Name)
E. Bernard Johnston

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

6. Signature: (Addressee or Agent)
E. Bernard Johnston

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Ray F. Lewis
1748 Terrace Cir.
Casa Grande AZ
85222

4a. Article Number

Z 300 038 250

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

6-9-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X *Ray F. Lewis*

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

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

1 of Form 3811
1995-98-44-000
Thank you for using Return Receipt

is your RETURN ADDRESS completed on the reverse

PS Form 3800:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 MARGARET MASTERS
 47 OAKWOOD DR
 WORMLEYSBURG PA 17043-1134

4a. Article Number
 2238 822 317
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 06-01-99

5. Received By: (Print Name)
 Margaret B. Masters

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

6. Signature: (Addressee or Agent)
 MARGARET MASTERS

Thank you for using Return Receipt Certified

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

Is your RETURN ADDRESS completed on the reverse

3. Article Addressed to:

MICHAEL R MCGUIRE
3209 ESTRELLITA
ROSWELL NM 88201-1017

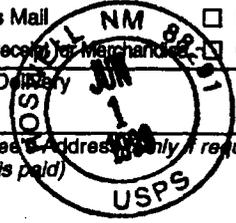
4a. Article Number

Z159 888 498

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery



5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X *Michael McGuire*

Thank you for using Return Receipt Service.

995 (Reverse)

write
plus '99

is your RETURN ADDRESS completed on the reverse

- Print items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 MARGARET H NAYLOR
 REVOCABLE TRUST
 PO BOX 1196
 ARTESIA NM 88211-1196

4a. Article Number
 Z 159 888 489

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)
 JOHN EST NAYLOR

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

6. Signature: (Addressee or Agent)
 (X) Margaret Naylor

Thank you for using Return Receipt Service.

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service
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Is your RETURN ADDRESS completed on the reverse

INSTRUCTIONS:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 ROJO INC
 PO BOX 1120
 ROSWELL NM 88202-1120

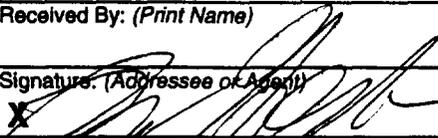
4a. Article Number
 2159 888 494

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)
 X 

Thank you for using Return Receipt Service.

(Reverse)

PUE

Is your RETURN ADDRESS completed on the reverse

- INSTRUCTIONS:**
- Complete Items 1 and/or 2 for additional services.
 - Complete Items 3, 4a, and 4b.
 - Print your name and address on the reverse of this form so that we can return this card to you.
 - Attach this form to the front of the mailpiece, or on the back if space does not permit.
 - Write "Return Receipt Requested" on the mailpiece below the article number.
 - The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

<p>3. Article Addressed to:</p> <p>KATHERINE MARY SCOTT 809 SHERIDAN ST ALTOONA PA 16602-5440</p>	<p>4a. Article Number 2 238 822 357</p> <p>4b. Service Type</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD</p>
<p>5. Received By: (Print Name)</p>	<p>7. Date of Delivery 6/1/99</p>
<p>6. Signature: (Addressee or Agent)</p> <p>X <i>Katherine Scott</i></p>	<p>8. Addressee's Address (Only if requested and fee is paid)</p>

PS Form 3811, December 1994

102595-97-8-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

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PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 RALPH A SHUGART TRUST
 c/o MICHAEL D MCCANNON
 300 S JACKSON ST STE 500
 DENVER CO 80209-3133

4a. Article Number
 Z 159 888 499

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
5/28/99

5. Received By: (Print Name)

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

6. Signature: Addressee or Agent
[Handwritten Signature]

PS Form 3811, December 1994

102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt

is your RETURN ADDRESS completed on the reverse

1. Complete items 1 and/or 2 for additional services.
 2. Complete items 3, 4a, and 4b.
 3. Print your name and address on the reverse of this form so that we can return this card to you.
 4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 5. Write "Return Receipt Requested" on the mailpiece below the article number.
 6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 CLIFTON E SHUMATE AND
 HELEN C SHUMATE
 2201 VENTNOR CT
 ARLINGTON TX 76011

4a. Article Number
 2159 888 490
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X *[Signature]*

Thank you for using Return Receipt Service.

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PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse?

INSTRUCTIONS:
Complete items 1 and/or 2 for additional services.
Complete items 3, 4a, and 4b.
Print your name and address on the reverse of this form so that we can return this card to you.
■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
■ Write "Return Receipt Requested" on the mailpiece below the article number.
■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

BEILY BAISH STROHMEYER
ESTATE
JAMES SCOTT STROHMEYER
EXECUTOR
5311 E 5TH ST
TUCSON AZ 85711-2331

4a. Article Number

0554 486693

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

05 29 99

5. Received By: (Print Name)

JIM STROHMEYER

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

same

6. Signature: (Addressee or Agent)

X Jim Strohmeyer

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

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PS Form 3800, April 1995 (Reverse)

Items 1 and/or 2 for additional services.
Items 3, 4a, and 4b.
your name and address on the reverse of this form so that we can return this
ard to you.
Attach this form to the front of the mailpiece, or on the back if space does not
permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date
delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

Is your RETURN ADDRESS completed on the

3. Article Addressed to:
MYRTLE MYRA WESTALL
REVOCABLE TRUST
704 W BULLOCK AVE
ARTESIA NM 88210-2337

4a. Article Number
2159 888 495

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-2-99

5. Received By: (Print Name)
Myrtle Westall

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

6. Signature: (Addressee or Agent)
X Myrtle Westall

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

is the address of the article of the return service

if fee, and items 1 and 2 for additional services. Write items 3, 4a, and 4b.

- Write your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

is your RETURN ADDRESS completed on the reverse of this form

3. Article Addressed to:

GEORGE WESTALL
 PO BOX 70
 RUIDOSO DOWNS NM 88346-0070

4a. Article Number
7238 822 318

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-3-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
George Westall

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

INSTRUCTIONS:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

CENTENNIAL
PO BOX 1837
ROSWELL NM 88202

4a. Article Number
Z 238 822 362

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)

[Handwritten Signature]



Thank you for using Return Receipt Service.

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PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse of the return office service

will be returned to you.
Items 1 and/or 2 for additional services.
Items 3, 4a, and 4b.
your name and address on the reverse of this form so that we can return this to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
SELMA ANDREWS TRUST #5188-01
FBO PEGGY BARRETT
PO BOX 840738
DALLAS TX 75284-0738

4a. Article Number
P554 486 694
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)


PS Form 3811, December 1994

102595-97-B-0179 Domestic Return Receipt

Thank you for using Postal Service

1. mail fee.
2. right of the return
3. a post office service
4. to stub to the right of the
5. and mail the article.
6. and your name and address
7. of the article by means of the
8. of article. Endorse front of article
9. or to an authorized agent of the
10. the front of the article.
11. appropriate spaces on the front of this
12. applicable blocks in item 1 of Form 3811.
13. as an inquiry.
102595-97-B-0145

PS Form 3800, April 1995

Is your RETURN ADDRESS complete

Items 1 and/or 2 for additional services.
Items 3, 4a, and 4b.
Your name and address on the reverse of this form so that we can return this to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
GRAHAM AUSTIN AND MARGARET
AUSTIN
CO-TRUSTEES OF THE AUSTIN FAMILY
TRUST UTA 3/22/95
24992 NELLIE GAIL
LAGUNA BEACH CA 92653

4a. Article Number
E 238 822 363

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-2-99

5. Received By: (Print Name)
J B Austin

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

6. Signature: (Addressee or Agent)
X

PS Form 3811, December 1994

102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)
 is your RETURN ADDRESS completed on the reverse side of the return office service envelope.
 To the right of the article.
 All the article.
 our name and address
 article by means of the
 a. Endorse front of article
 o an authorized agent of the
 of the article.
 Appropriate spaces on the front of this form.
 Appropriate blocks in item 1 of Form 3811.
 inquiry.

RETURN RECEIPT

Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 NANCY CARTER
 PO BOX 386
 LEMON GROVE CA 91946-0386

4a. Article Number
 0554 486 696
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-4-99

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)
 X *[Signature]*

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse side of this form?

ORDER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:

 RANDY G PATTERSON
 1705 WASHINGTON
 ARTESIA NM 88210-1650

4a. Article Number
E 238 822 320
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-2-99

5. Received By: (Print Name)
Randy G Patterson

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

6. Signature: (Addressee or Agent)
 X *Randy G Patterson*

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse side of this form?

INSTRUCTIONS:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:

 JACK W MCCA
 PO BOX 127
 ARTESIA NM 88211-0127

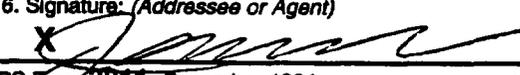
4a. Article Number
 P554 486 697

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)
 JACK W MCCA

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

6. Signature: (Addressee or Agent)


PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

... mail fee.
... right of the return
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... stub to the right of the
... and mail the article.
... your name and address
... of the article by means of the
... Endorse front of article
... to an authorized agent of the
... on the front of the article.
... in the appropriate spaces on the front of this
... the applicable blocks in item 1 of Form 3811.
... you make an inquiry.
102595-97-B-0179
PS Form 3800, April 1995

... items 1 and/or 2 for additional services.
... items 3, 4a, and 4b.
... our name and address on the reverse of this form so that we can return this
... to you.
... this form to the front of the mailpiece, or on the back if space does not
... permit.
... Write "Return Receipt Requested" on the mailpiece below the article number.
... The Return Receipt will show to whom the article was delivered and the date
... delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
WILLIAM C WHITE
4200 AMISTAD DR
MIDLAND TX 79707-3203

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X William C. White

4a. Article Number
Z 238 822 321

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-2-94

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

Thank you for using Return Receipt Service.

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article on a return receipt card, Form 3811, and attach it to the front of the article.
3. 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 RETURN RECEIPT REQUESTED adjacent to the number. Endorse front of article 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. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Stick this receipt and present it if you make an inquiry.

RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

MARY KENNEDY GORE
4749 E MOHAVE AVENUE
LAS VEGAS NV 89104-5826

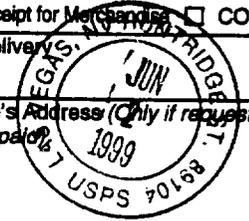
4a. Article Number

Z 159 888 497

4b. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Certified |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Insured |
| <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> COD |

7. Date of Delivery



5. Received By: (Print Name)

Signature: (Addressee or Agent)

Mary Kennedy Gore

3811, December 1994

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

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

article to cover First-Class postage, certified mail fee, and optional services (See front).

postmarked, stick the gummed stub to the right of the return receipt attached, and present the article at a post office service rural carrier (no extra charge).

this receipt postmarked, stick the gummed stub to the right of the article, date, detach, and retain the receipt, and mail the article.

on receipt, write the certified mail number and your name and address on Form 3811, and attach it to the front of the article by means of the appropriate permits. Otherwise, affix to back of article. Endorse front of article **RESTRICTED DELIVERY** adjacent to the number.

delivery restricted to the addressee, or to an authorized agent of the addressee, on the front of the article.

For the services requested in the appropriate spaces on the front of this return receipt is requested, check the applicable blocks in item 1 of Form 3811.

receipt and present it if you make an inquiry.

102595-97-B-0145

3811 April 1995 (Reverse)

SENDER:

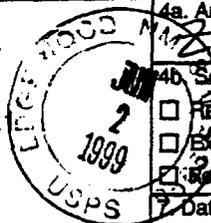
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

<p>3. Article Addressed to:</p> <p>WILLA KATHRYN KENNEDY P. O. BOX 1121 EDGEWOOD NM 87015-112</p>	<p>4a. Article Number 159 888 492</p> <p>4b. Service Type</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified</p> <p><input type="checkbox"/> Express Mail <input type="checkbox"/> Insured</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD</p> <p>7. Date of Delivery 6/2/99</p>
<p>5. Received By: (Print Name)</p>	<p>8. Addressee's Address (Only if requested and fee is paid)</p>
<p>6. Signature: (Addressee or Agent)</p> <p><i>Willa Kathryn Kennedy</i></p>	
<p>Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt</p>	



Thank you for using Return Receipt Service.

PS Form 3811, December 1994
 PS Form 3800, April 1995 (Reverse)
 102595-97-B-0175
 PS Form 3811, December 1994
 PS Form 3800, April 1995 (Reverse)
 102595-97-B-0175

Is your RETURN ADDRESS completed on the reverse?

ORDER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 EHW LLC
 A NM LIMITED LIABILITY COMPANY
 101 S FOURTH STREET
 ARTESIA NM 88210-2177

4a. Article Number
 2159 888 501
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery

5. Received By: (Print Name)
 SARA W STARS

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

6. Signature: (Addressee or Agent)
 X Sara W Stars

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse of this form?

Items 1 and/or 2 for additional services. Items 3, 4a, and 4b. Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
BRAILLE INSTITUTE OF AMERICA
INC
C/O NATIONSBANK OF TEXAS NA
PO BOX 840738
DALLAS TX 75248-0738

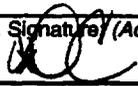
4a. Article Number
P554 486 116

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)


Thank you for using Return Receipt

Return service
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 102595-97-B-0145
 PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse?

SENDER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:

 JOHN WALLACE WALLRICH
 2410 W 79TH AVE
 ANCHORAGE AK 99502

4a. Article Number
 E 238 822 319
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)
 X *John Wallrich*

Thank you for using Return Receipt Service

mail fee, and
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 id your name and address
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 to an authorized agent of the
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 appropriate spaces on the front of this
 cable blocks in item 1 of Form 3811.
 102595-97 B 0145
 PS Form 3800, April 1995 (Reverse)

INSTRUCTIONS:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 BEVERLY LE TOURNEAU
 PO BOX 487
 STOLLWATER MN 55082-0487

4a. Article Number
 Z 238 822 322

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
 X Beverly Le Tourneau

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

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

is your RETURN ADDRESS completed on the reverse

Thank you for using Return Receipt Service.

1. the return
 2. office service
 3. the right of the
 4. the article.
 5. name and address
 6. by means of the
 7. address front of article
 8. authorized agent of the
 9. article.
 10. spaces on the front of this
 11. in item 1 of Form 3811.

PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the

RECIPIENT:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

EUGENE WALLRICH
 6827 ELIOT VIEW RD
 MINNEAPOLIS MN 55426-2833

4a. Article Number
 P 554 486 689

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6/11/99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
Eugene Wallrich

Thank you for using Return Receipt Service

PS Form 3811, December 1994
PS Form 3811, December 1994

PS Form 3800, April 1995 (Reverse)

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is your RETURN ADDRESS completed on this form

Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write your name and address on the reverse of this form so that we can return this card to you.
Write items 1 and/or 2 for additional services.
Write items 3, 4a, and 4b.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
JW WALLRICH JR
416 N ELMHURST AVE
MT PROSPECT IL 60056-2012

4a. Article Number
P554 486 698

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
11/16

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X [Signature]

Thank you for using Return Receipt

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

INSTRUCTIONS:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:

 LUCY MCCARLEY
 4463 SPRINGMOOR CIR
 RALEIGH NC 27615-5707

4a. Article Number
 238 822 323
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6/1/99

5. Received By: (Print Name)
 Lucy McCarley

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

6. Signature: (Addressee or Agent)
 X

Thank you for using Return Receipt Certified

April 1995 (Reverse)

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write

plus fee

is your RETURN ADDRESS completed on the reverse

ORDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

LOFFLAND LIMITED PARTNERSHIP
6300 RIDGLEA PL STE 717
FORT WORTH TX 76116-5733

4a. Article Number
P554 486 690

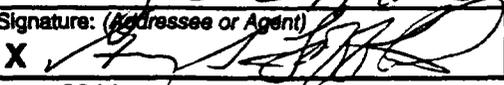
4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-7-99

5. Received By: (Print Name)
GARY S. LOFFLAND

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

6. Signature: (Addressee or Agent)
X 

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse?

REVERSE:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

FIVE STATES 1994-E LTD
 4925 GREENVILLE AVE STE 1220
 DALLAS TX 75206-4020

4a. Article Number
 P554 486 699

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6/11/99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X [Signature]

Thank you for using Return Receipt Service.

is your RETURN ADDRESS completed on the reverse

POSTER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 FIVE STATES 1995-D LTD
 4925 GREENVILLE AVE STE 1220
 DALLAS TX 75206-4020

4a. Article Number
 2159 888 533
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6/11/99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
[Handwritten Signature]

Thank you for using Return Receipt Service.

395 (Reverse)

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is your RETURN ADDRESS completed on the reverse

- Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

PAUL J ANDERSON
 728 GULL LAKE DR
 NISSWA NM 56468-9543

4a. Article Number
 2 238 822 365

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)
 Paul J Anderson

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

6. Signature: (Addressee or Agent)
 X Paul J Anderson

Is your RETURN ADDRESS completed on the reverse?

INSTRUCTIONS:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

THOMAS R HOLLOWAY
 9993 ARCOLA COURT N
 STILLWATER MN 55082-9523

4a. Article Number

2238 822 325

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

10-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X *DM Holloway*

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse of this form

1. Complete items 1 and/or 2 for additional services.
 2. Complete items 3, 4a, and 4b.
 3. Print your name and address on the reverse of this form so that we can return this card to you.
 4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 5. Write "Return Receipt Requested" on the mailpiece below the article number.
 6. The Return Receipt will show to whom the article was delivered and the date delivered.

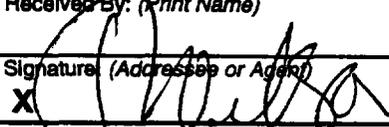
I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 DEBORAH FEDRIC
 PO BOX 1771
 ROSWELL NM 88202-1771

4a. Article Number
 238 822 324
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 Date of Delivery

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)
 X 

USPS
 88202-1771

Thank you for using Return Receipt Service

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

TE BROWN JR
PO BOX 68
ARTESIA NM 88211-0068

4a. Article Number

E 238 822 337

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

6-1-99

5. Received By: (Print Name)

Albert R. Spence

6. Signature: (Addressee or Agent)

X Albert R. Spence

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

Thank you for using Return Receipt Service

97-B-0145
PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

ORION PROPERTIES INC
11776 S 76TH E AVE
BIXBY OK 74008-2022

4a. Article Number
2159 888 478

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise

5. Received By: (Print Name)
[Signature]

7. Date of Delivery
5/11/99

6. Signature: (Addressee or Agent)
X

8. Addressee's Address (Only if request and fee is paid)

Return Receipt Service

is your RETURN ADDRESS completed on the reverse

INSTRUCTIONS:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 KING PROPERTIES INC
 PO BOX 10
 BIXBY OK 74008-0010

4a. Article Number
 7238 822 327
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-01-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X Donald W. Stephens

Thank you for using Return Receipt Service.

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PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse of this form?

INSTRUCTIONS:
• Complete items 1 and/or 2 for additional services.
• Complete items 3, 4a, and 4b.
• Print your name and address on the reverse of this form so that we can return this card to you.
• Attach this form to the front of the mailpiece, or on the back if space does not permit.
• Write "Return Receipt Requested" on the mailpiece below the article number.
• The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
CLIFTON EUGENE SHUMATE JR
CUSTODIAL TRUST
FOR THE SHAREHOLDERS OF
OIL ROYALTIES CORPORATION
PO BOX 2473
MIDLAND TX 79702-2473

4a. Article Number
2238 822 338

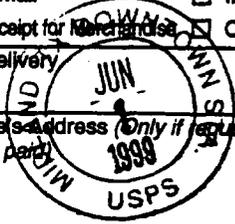
4b. Service Type
 Registered
 Express Mail
 Return Receipt for Merchandise
 Certified
 Insured
 COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X Clifton Shumate



Thank you for using Return Receipt Service

is your RETURN ADDRESS completed on the reverse side of the form. If not, please complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b. Print your name and address on the reverse of this form so that we can return this card to you. Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
JACK FOLKNER
PO BOX 39
LOLEETA CA 95551-0039

4a. Article Number
Z 159 888 479

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6/2/99

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)
Maria Leach

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PS Form 3800, April 1995 (Reverse)

1. Items 1 and/or 2 for additional services.
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3. Your name and address on the reverse of this form so that we can return this
4. Attach this form to the front of the mailpiece, or on the back if space does not
5. permit.
6. Write "Return Receipt Requested" on the mailpiece below the article number.
7. The Return Receipt will show to whom the article was delivered and the date
8. delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

is your RETURN ADDRESS completed on the

3. Article Addressed to:

LOUISE FOLKNER LANE
6206 84TH STREET E
PUYALLUP WA 98371-6342

4a. Article Number
7238 822 329
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery
5/9/99 OS

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
[Handwritten Signature]

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using...

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102595-97-B-0145

PS Form 3800, April 1995 (Reverse)

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REVERSE:
Complete items 1 and/or 2 for additional services.
Complete items 3, 4a, and 4b.
Print your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:

MARK RYAN FOLKNER
7209 ARROYO DE LOSO NE
ALBUQUERQUE NM 87109-2922

4a. Article Number
2159 888 480
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

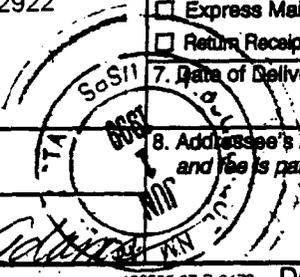
5. Received By: (Print Name)

7. Date of Delivery

6. Signature: (Addressee or Agent)
X Mary Ann [Signature]

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

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt



Thank you for using Return Receipt

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PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse side of this form?

Print your name and address on the reverse of this form so that we can return this card to you.
■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
■ Write "Return Receipt Requested" on the mailpiece below the article number.
■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
CARL LEWIS FOLKNER JR
9005 NW VOLCANO ROAD, #30
ALBUQUERQUE NM 8712



4a. Article Number
Z 238 822 330

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X Carl Folkner

P.O. BOX 53017
Pinos Altos NM

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt
88053-3017

Thank you for using Return Receipt Service.

1. Complete items 1 and/or 2 for additional services.
 2. Complete items 3, 4a, and 4b.
 3. Print your name and address on the reverse of this form so that we can return this card to you.
 4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 5. Write "Return Receipt Requested" on the mailpiece below the article number.
 6. The Return Receipt will show to whom the article was delivered and the date delivered.

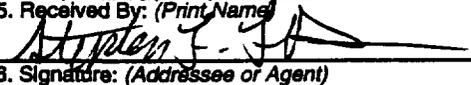
I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

Form 3800, April 1995 (Reverse)
 102595-97-B-0145

Is your RETURN ADDRESS completed on the reverse of this form?

3. Article Addressed to:
 STEPHEN FRANCIS FOLKNER
 213 CAMINO CUATRO SW
 ALBUQUERQUE NM 87105-7581

5. Received By: (Print Name)
 STEPHEN F. FOLKNER

6. Signature: (Addressee or Agent)

 X

4a. Article Number
 Z 238 822 340

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6/2/99

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

Thank you for using Return Receipt Service.

1. Complete items 1 and/or 2 for additional services.
 2. Complete items 3, 4a, and 4b.
 3. Print your name and address on the reverse of this form so that we can return this card to you.
 4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 5. Write "Return Receipt Requested" on the mailpiece below the article number.
 6. The Return Receipt will show to whom the article was delivered and the date delivered.

102595-97-B-0145

is your RETURN ADDRESS completed on the reverse of this form

ORDER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 JOHN CHRISTOPHER FOLKNER
 8207 SAN JUAN RD NE
 ALBUQUERQUE NM 87108-2345

4a. Article Number
 2159 888 481
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery

5. Received By: (Print Name)
 John C. Folkner

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

6. Signature: (Addressee or Agent)
 X *John C. Folkner*

Thank you for using Return Receipt Service

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 102595-97-B-0145
 PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse

SENDER:
 ■ Complete items 1 and/or 2 for additional services.
 ■ Complete items 3, 4a, and 4b.
 ■ Print your name and address on the reverse of this form so that we can return this card to you.
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:

 DAVID W TWOMEY
 CONOCO INC
 10 DESTA DR STE 100W
 MIDLAND TX 79705

4a. Article Number
 2 159 888 496
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 6/1

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 x Anita Gonzalez

Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

1. Complete items 1 and/or 2 for additional services.
2. Complete items 3, 4a, and 4b.
3. Print your name and address on the reverse of this form so that we can return this card to you.
4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
5. Write "Return Receipt Requested" on the mailpiece below the article number.
6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
GEORGE H HUNKER JR
PO BOX 1837
ROSWELL NM 88202-1837

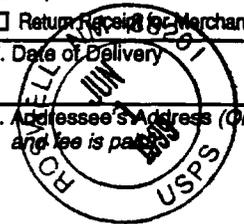
4a. Article Number
7 238 822 331
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
George Hunker



PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

1. Complete items 1 and/or 2 for additional services.
 2. Complete items 3, 4a, and 4b.
 3. Write your name and address on the reverse of this form so that we can return this to you.
 4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 5. Write "Return Receipt Requested" on the mailpiece below the article number.
 6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse of the return office service?

3. Article Addressed to:
 GEORGE SHANNON EXECUTOR
 OF EST OF GLADYS SHANNON
 3112 HALLMARK
 TYLER TX 75701

4a. Article Number
 Z 159 888 485
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X *Jeanette Urban*

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

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102595-97-B-0145

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Items 1 and/or 2 for additional services.
Items 3, 4a, and 4b.

our name and address on the reverse of this form so that we can return this
to you.

Attach this form to the front of the mailpiece, or on the back if space does not
permit.

Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date
delivered.

I also wish to receive the
following services (for an
extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

PS Form 3800, April 1995 (Rev)

is your RETURN ADDRESS completed on

3. Article Addressed to:
 NATIONSBANK
 TEXAS NA TRTEE UWO
 DAVID B TRAMMELL (#818)
 PO BOX 848703
 DALLAS TX 75284-8703

4a. Article Number
 2238 822 345

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature (Addressee or Agent)


PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

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PS Form 3800, April 1995 (Rev. 10/94)
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Items 1 and/or 2 for additional services.
 items 3, 4a, and 4b.
 Our name and address on the reverse of this form so that we can return this
 to you.
 Attach this form to the front of the mailpiece, or on the back if space does not
 permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date
 delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 CAROL DAVID TRAMMELL
 PO BOX 5081
 WALNUT CREEK CA 94596-1081

4a. Article Number
 Z 159 888 486
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 JUN 18 1999

5. Received By: (Print Name)
 C D TRAMMELL

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

6. Signature: (Addressee or Agent)
 X CD Trammell



Thank you for using Return Receipt Service

PS Form 3811, December 1994
 102595-97-B-0179

is your RETURN ADDRESS complete

PS Form 3800, April 1995 (B)

1. Mark items 1 and/or 2 for additional services.
 2. Mark items 3, 4a, and 4b.
 3. Write your name and address on the reverse of this form so that we can return this to you.
 4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 5. Mark "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

NATIONSBANK TEXAS NA TRUSTEE
 OF MARGARET RUTH TRAMMELL
 TRUST
 PO BOX 848703
 DALLAS TX 75284-8703

4a. Article Number
 238 822 336

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

5. Received By: (Print Name)

7. Date of Delivery

6. Signature: (Addressee or Agent)

[Signature]

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

Thank you for using Return Receipts

102595-97-B-0145

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PS Form 3800, April 1995 (Reverse)

INSTRUCTIONS:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

Is your RETURN ADDRESS completed on the front of this form?

3. Article Addressed to:
 RICHARD BORGAARD
 8882 NE MEADOW RIDGE ROAD
 PRINEVILLE OR 97754-9695

4a. Article Number
 2238 822 364

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X *[Signature]*

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Certified.

PS Form 3800, April 1995 (Reverse)

102595-97-B-0145

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READER:

Complete items 1 and/or 2 for additional services.

Complete items 3, 4a, and 4b.

Print your name and address on the reverse of this form so that we can return this card to you.

Attach this form to the front of the mailpiece, or on the back if space does not permit.

Write "Return Receipt Requested" on the mailpiece below the article number.

The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

DNR OIL & GAS INC
 655 BROADWAY
 DENVER CO 80203

4a. Article Number
 2 159 888 491

4b. Service Type

Registered Certified

Express Mail Insured

Return Receipt for Merchandise COD

7. Date of Delivery
 5-26

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X C. Utz

Thank you for using Return Receipt Service

102595-97-B-0175
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PS Form 3800, April 1995 (Reverse)
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1. Complete items 1 and/or 2 for additional services.
2. Complete items 3, 4a, and 4b.
3. Attach this form to the front of the mailpiece, or on the back if space does not permit.
4. Write "Return Receipt Requested" on the mailpiece below the article number.
5. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

is your RETURN ADDRESS completed on the reverse of this form.

3. Article Addressed to:

TOMMYE G EWING
3130 SAN SEBASTIAN
CARROLTON TX 75006

4a. Article Number
E 238 822 332
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery
6/7/99

5. Received By: (Print Name)
X JIMSEWING

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

6. Signature: (Addressee or Agent)
X JIMSEWING

PS Form 3811, December 1994

102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Form 3811.

is your RETURN ADDRESS completed on the reverse of this form so that we can return this card to you.

Print your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
 - 2. Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:
BETTE TAYLOR GARNER
6118 EDITH NE #152
ALBUQUERQUE NM 87107

4a. Article Number
2238

4b. Service Type
 Registered
 Express Mail
 Return Receipt for Merchandise
822 342

5. Received By: (Print Name)
Bette T. Garner

6. Signature: (Addressee or Agent)
X Bette Garner

7. Date of Delivery
5-29-99
 Certified
 Insured
 COD

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

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

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 PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse?

SENDER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:

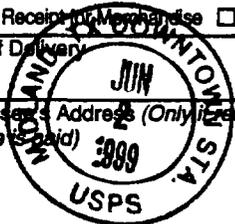
 ACME LAND COMPANY
 P. O. BOX 10280
 MIDLAND TX 79702

4a. Article Number
 2159 888 483
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

5. Received By: (Print Name)

7. Date of Delivery

6. Signature: (Addressee or Agent)
 X 

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


Thank you for using Return Receipt Service

PS Form 3811, April 1995 (Reverse)

PS Form 3800, April 1995 (Reverse) Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

is your RETURN ADDRESS completed on the

3. Article Addressed to:
BRANEX RESOURCES INC.
P. O. BOX 2328
ROSWELL NM 88202-2328

4a. Article Number
2 159 888 502
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fees paid)

6. Signature: (Addressee or Agent)
X [Signature]

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

April 1995 (Reverse)

ORDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

is your RETURN ADDRESS completed on the reverse

3. Article Addressed to:

OLIN E GROVES
2507 CIMMARON
MIDLAND TX 79705

4a. Article Number

Z 238 822 333

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

2 6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X *Olin E Groves*

Thank you for using Return Receipt Service.

7-B-0145

13811

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse side of this form?

Write items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

CECIL E & ELLA BELLE
 HOLEMAN TRUST A & B
 1303 W AVE J
 LOVINGTON NM 88260

4a. Article Number
 Z 238 822 343

4b. Service Type

Registered Mail
 Express Mail
 Return Receipt for Merchandise
 Insured
 COD

Date of Delivery
 1999

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and not on label)

6. Signature: (Addressee or Agent)
 X Ella Belle Holman

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

1. The return stub to the right of the return receipt, and mail the article.
 2. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 3. Write "Return Receipt Requested" on the mailpiece below the article number.
 4. The Return Receipt will show to whom the article was delivered and the date delivered.
 5. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 6. Write "Return Receipt Requested" on the mailpiece below the article number.
 7. The Return Receipt will show to whom the article was delivered and the date delivered.

DER:

Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
 - 2. Restricted Delivery
- Consult postmaster for fee.

Is your RETURN ADDRESS complete?

3. Article Addressed to:

PRIME ENERGY ASSET &
 INCOME FUND AA-3 & AA-4
 2900 WILCREST DR STE 475
 HOUSTON TX 77042-6009

4a. Article Number
 Z 159 888 484

4b. Service Type

Registered
 Express Mail
 Return Receipt for Merchandise

Certified
 Insured
 COD

7. Date of Delivery
 6-1-99 MB

5. Received By: (Print Name)
 T. Gabay

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

6. Signature: (Addressee or Agent)
 X

Thank you for using Return Receipt Service

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

is your RETURN ADDRESS completed on the reverse

3. Article Addressed to:

VIVIAN C BRUNSON
 4205 LANKFORD
 SPRINGDALE AR 72762

4a. Article Number
 Z238 822 344

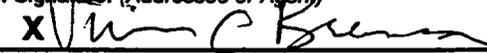
4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 5-25-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)


Thank you for using the Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

- ORDER:**
- Complete items 1 and/or 2 for additional services.
 - Complete items 3, 4a, and 4b.
 - Print your name and address on the reverse of this form so that we can return this card to you.
 - Attach this form to the front of the mailpiece, or on the back if space does not permit.
 - Write "Return Receipt Requested" on the mailpiece below the article number.
 - The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

18-31 INC
 PO BOX 1120
 ROSWELL NM 88202-1120

4a. Article Number
7 159 888 536

4b. Service Type

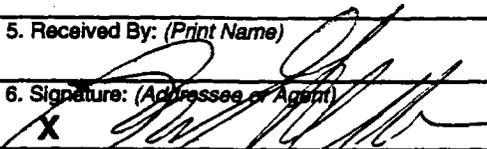
Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X 

Thank you for using Return Receipt Service.

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse of this form so that we can return this card to you.

1. Attach this form to the front of the mailpiece, or on the back if space does not permit.
2. Write "Return Receipt Requested" on the mailpiece below the article number.
3. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
JOHN MICHAEL FROST
PO BOX 1120
ROSWELL NM 88202-1120

4a. Article Number
2159888545
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

5. Received By: (Print Name)

7. Date of Delivery
6-1-99

6. Signature: (Addressee or Agent)
[Handwritten Signature]

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

Form 1995 (Reverse)

page 1

Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

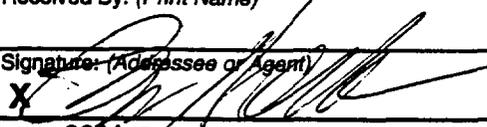
is your RETURN ADDRESS completed on the reverse

3. Article Addressed to:
 MARIANNE KEOHANE FROST
 PO BOX 1120
 ROSWELL NM 88202-1120

4a. Article Number
 159 888 554
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X 

PS Form 3811, December 1994

102595-97-8-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

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 PS Form 3800, April 1995 (Reverse)
 102595-97-B-0145

1. See instructions on the reverse of this form for additional services.
 2. Complete items 3, 4a, and 4b.
 3. Write your name and address on the reverse of this form so that we can return this article to you.
 4. Attach this form to the front of the mailpiece, or on the back if space does not permit.
 5. Write "Return Receipt Requested" on the mailpiece below the article number.
 6. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

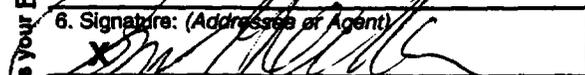
3. Article Addressed to:
 MARK JAMES FROST
 PO BOX 1120
 ROSWELL NM 88202-1120

4a. Article Number
 2159 888 537
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)


is your RETURN ADDRESS completed on the reverse of this form?

Thank you for using Return Receipt.

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PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on the reverse side of this form?

INSTRUCTIONS:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

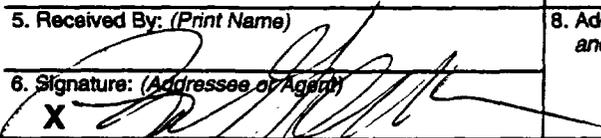
I also wish to receive the following services (for an extra fee):
 1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 THERESA ANN FROST
 PO BOX 1120
 ROSWELL NM 88202-1120

4a. Article Number
 2159888 546
 4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
 7. Date of Delivery
 6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X 

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

PS Form 3811, December 1994
102595-97-B-0179

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on this form

1. Mail fee
2. Postage
3. Return receipt
4. Restricted delivery
5. Insured
6. Registered
7. Express Mail
8. Return Receipt for Merchandise
9. Certified Mail
10. Signature Required

Items 1 and/or 2 for additional services.
Items 3, 4a, and 4b.
Your name and address on the reverse of this form so that we can return this to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
 - 2. Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:

SUE SAUNDERS GRAHAM
PO BOX 987
ROSWELL NM 88202-0987

4a. Article Number
2159 888 555

4b. Service Type

Registered Certified

Express Mail Insured

Return Receipt for Merchandise COD

7. Date of Delivery
6-1-99

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X *Sue Saunders Graham*

Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse side of this form?

1. The return address is the return address of the sender. It must be legible and complete. Write items 1 and/or 2 for additional services. Write items 3, 4a, and 4b. Print your name and address on the reverse of this form so that we can return this card to you. Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
DONALD S IVERSON ESTATE
C/O SUSAN IVERSON
1 TERRACE MOUNTAIN COVE
AUSTIN TX 78746

4a. Article Number
2159 888 538
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
6-7-95

5. Received By: (Print Name)
SUSAN IVERSON

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

6. Signature: (Addressee or Agent)
X [Signature]

Thank you for using Return Receipt

April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

INSTRUCTIONS:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 IVERSON III INC
 C/O S IVERSON
 3454 S ZUNIS
 TULSA OK 74105

4a. Article Number
 Z 159 888 547

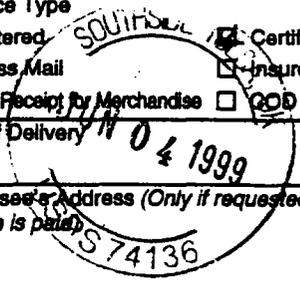
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 APR 04 1999

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 X [Signature]



PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service

Stamps to article to cover First-Class postage, certified mail fee, and any selected optional services (See front).
 1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
 2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article on a return receipt card, Form 3811, and attach it to the front of the article.
 3. 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 RETURN RECEIPT REQUESTED adjacent to the number. Otherwise affix to back of article. Emboss front of article.
 4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, emboss 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 receipt is requested, check the applicable blocks in item 1 of Form 3811.
 6. Save this receipt and present it if you make an inquiry.

ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 PAI INCORPORATED
 C/O PAUL IVERSON
 243 WALNUT ST
 NEWPORT BEACH CA 92663

4a. Article Number
 E 159 888 556

4b. Service Type

Registered Mail
 Express Mail
 Return Receipt for Merchandise

Certified
 Insured
 COD

7. Date of Delivery

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

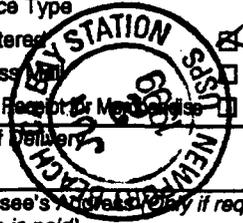
Received By: (Print Name)

Signature (Addressee or Agent)
Paul Iverson

3811, December 1994

102595-97-B-0179

Domestic Return Receipt



Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

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items 1 and/or 2 for additional services.
items 3, 4a, and 4b.
your name and address on the reverse of this form so that we can return this
to you.
Attach this form to the front of the mailpiece, or on the back if space does not
permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date
delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

Is your RETURN ADDRESS completed on the

3. Article Addressed to:
JEWELL IVERSON INTERVIVOS
TRUST
R SULLIVAN SUCCESSOR
4870 S LEWIS STE 200
TULSA OK 74105

4a. Article Number
E 159 888 539

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery **1 1993**

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X [Signature]

Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

ORDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

Is your RETURN ADDRESS completed on the reverse?

3. Article Addressed to:
 GREG HULCOMB ~~HULCOMB~~
 TRUSTEE
 SJ IVERSON TRUST
 PO BOX 830308
 DALLAS TX 75238

4a. Article Number
 2159 888 565

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 JUN 11 1999

5. Received By: (Print Name)
 Chad Miller

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

6. Signature (Addressee's or Agent's)
 X

Thank you for using Return Receipt

ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

S J IVERSON JR
2518 SINCLAIR
MIDLAND TX 79705

4a. Article Number

2159 888 548

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

6-7-99

5. Received By: (Print Name)

S. J. IVERSON, JR.

Signature (Addressee or Agent)

X *[Signature]*

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

Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

1. To cover First-Class postage, certified mail fee, and optional services (See front).

2. Postmarked, stick the gummed stub to the right of the return receipt attached, and present the article at a post office service to your rural carrier (no extra charge).

3. If you want this receipt postmarked, stick the gummed stub to the right of the receipt attached, and retain the receipt, and mail the article.

4. If you want a return receipt, write the certified mail number and your name and address on 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 with "RETURN RECEIPT REQUESTED" adjacent to the number.

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. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

7. Save this receipt and present it if you make an inquiry.

(reverse)

102595-97-B-0115

Article to cover First-Class postage certified mail fee, and optional services (See front).
 If you do not want this receipt postmarked, stick the gummed stub to the right of the return receipt attached, and present the article at a post office service and if to your rural carrier (no extra charge).
 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 stub to the right of the article.
 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.
 Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
 Save this receipt and present it if you make an inquiry.

ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: WENDELL WELCH IVERSON PO BOX 1343 MIDLAND TX 79702		4a. Article Number 7159 888 557	
5. Received By: (Print Name) Signature: (Addressee or Agent) <i>Jam Deub</i>		4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
Form 3811, December 1994		7. Date of Delivery JUN 2 1999 MIDLAND, TX USPS	
102595-97-B-0179		8. Addressee's Address (Only if requested and fee is paid) Domestic Return Receipt	

Thank you for using Return Receipt Service

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse

PS Form 3811, December 1994

PS Form 3800, April 1995 (Reverse)

RETURN:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

JEANETTE Y KEOHANE
 13408 CLOUDVIEW NE
 ALBUQUERQUE NM 87123

4a. Article Number
 2159 888 540

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 6/1/94

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
 Jeanette Y Keohane

Thank you for using Return Receipts

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. 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 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 receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
 - Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:
 PETER C IVERSON
 & ALVIN M IVERSON
 EXECUTORS OEO DOROTHY
 MONROE
 206 BELLEMEADE CIRCLE
 EUFAULA OK 74432-2071

4a. Article Number

2-159 888 56

4b. Service Type

- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery

6-1-94

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

5. Received By: (Print Name)

Signature: (Addressee or Agent)

3811, December 1994

102595-97-8-0179

Domestic Return Receipt

3800, April 1995 (Reverse)

PS Form 3811, December 1994
PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the reverse of this form

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mail fee, and
of the return office services

Items 1 and/or 2 for additional services.
Items 3, 4a, and 4b.
your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:

PATSY ANN IVERSON PAGE
1155 MURILAND VISTA WY
LA JOLLA CA 92037

4a. Article Number
2159 888 544
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD
7. Date of Delivery
JUN 01 1998

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X Patsy Page

Thank you for using Return Receipt Service

PS Form 3811, December 1994

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office service

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items 1 and/or 2 for additional services.

items 3, 4a, and 4b.

your name and address on the reverse of this form so that we can return this

and to you.

Attach this form to the front of the mailpiece, or on the back if space does not

permit.

Write "Return Receipt Requested" on the mailpiece below the article number.

The Return Receipt will show to whom the article was delivered and the date

delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

PS Form 3800, April 1995 (Reverse)

is your RETURN ADDRESS completed on the

3. Article Addressed to:

COMMERCE BANK OF KANSAS CITY
 ELYSE S PATTERSON TRT B
 ATTN MARK ROBISON
 PO BOX 419248
 KANSAS CITY MO 64141-6248

4a. Article Number

Z159 888 558

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

JUN 1 - 1999

5. Received By: (Print Name)

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

6. Signature: Addressee or Agent

X *Monte Wargent*

PS Form 3811, December 1994

102595-97-B-0179

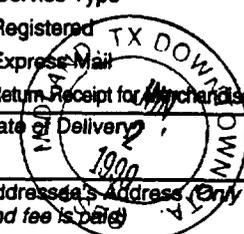
Domestic Return Receipt

Thank you for using Return Receipt Service

1. If you want this receipt to cover First-Class postage, certified mail fee, and selected optional services (See front).
 2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
 3. 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, attach to back of article. Emburse 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, emburse 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.
 6. Save this receipt and present it if you make an inquiry.

ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: PIP 1990 TRUST C/O WENDELL W IVERSON TRUSTEE PO BOX 10508 MIDLAND TX 79702		4a. Article Number Z 159 888 541	
		4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
		7. Date of Delivery 1990	
5. Received By: (Print Name) Signature: (Addressee or Agent) <i>Tom Burke</i>		8. Addressee's Address (Only if requested and fee is paid)	
Form 3811, December 1994		102595-97-B-0179 Domestic Return Receipt	



Thank you for using Return Receipt Service.

102595-97-R-0145
Spaces on the front of this
blocks in item 1 of Form 3811.

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all the article.
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article by means of the
Exposure front of article

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at office service

mail fee.

PS Form 3800, April 1995 (Reverse)

Is your RETURN ADDRESS completed on

Use items 1 and/or 2 for additional services.
Use items 3, 4a, and 4b.
Write your name and address on the reverse of this form so that we can return this
to you.
Attach this form to the front of the mailpiece, or on the back if space does not
permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date
delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
PHOEBE SHELTON
PO BOX 430
AMARILLO TX 79105

4a. Article Number
Z159 888 559

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
JUN 2 1999

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X *Cher Russell*

PS Form 3811, December 1994

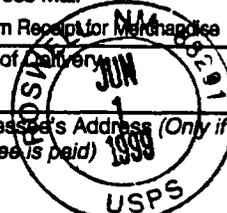
102595-97-8-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

To cover First-Class postage, certified mail fee, and optional services (See front).
 If you want a return receipt, stick the gummed stub to the right of the return receipt attached, and present the article at a post office service unit to your rural carrier (no extra charge).
 If you do not want a return receipt, write the certified mail number and your name and address on 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. Emborse front of article RETURN RECEIPT REQUESTED adjacent to the number.
 If you want delivery restricted to the addressee, or to an authorized agent of the addressee, emborse RESTRICTED DELIVERY on the front of the article.
 Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
 Save this receipt and present it if you make an inquiry.

ADDRESS completed on the reverse side?

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: THE TOLES COMPANY PO BOX 1300 ROSWELL NM 88202-1300		4a. Article Number 2159 888 542	
5. Received By: (Print Name) Signature: (Addressee or Agent) X <i>Francita Perez</i>		4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
Form 3811, December 1994		7. Date of Delivery 	
102595-97-B-0179		8. Addressee's Address (Only if requested and fee is paid)	
		Domestic Return Receipt	

Thank you for using Return Receipt Service

PS Form 3811, December 1994
102595-97-8-0179

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PS Form 3800, April 1995 (Reverse)

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I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
WWI 1990 TRUST
C/O WENDELL W IVERSON
TRUSTEE
PO BOX 10508
MIDLAND TX 79702

4a. Article Number
Z 159 888 551

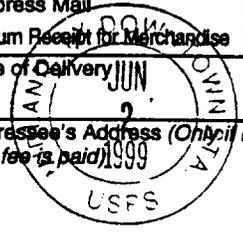
4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery JUN 2 1999

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)
X Pamela Bulb



PS Form 3811, December 1994

102595-97-8-0179

Domestic Return Receipt

Affidavit of Publication

No 19885

State of New Mexico,
County of Eddy, ss.

Amy McKay
being first duly sworn, on oath says:

That she is Business Manager
of the Carlsbad Current-Argus, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the state wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof on the date as follows, to wit:

June 1, 19 99
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That the cost of publication is \$ 43.45,
and that payment thereof has been made and will
be assessed as court costs.

Amy McKay (handwritten signature)

Subscribed and sworn to before me this

2nd day of June, 19 99

Patricia (handwritten signature)

My commission expires 1/27/01
Notary Public

June 1, 1999

St. Mary Land & Exploration
Company has applied to the
New Mexico Oil Conservation
Division for statutory
unitization of all mineral inter-
ests in the Brushy Canyon
formation of the Delaware
Mountain Group, East
Shugart - Delaware Pool, un-
derlying the following federal
lands located in Eddy and Lea
Counties, New Mexico:

Township 18 South, Range
31 East, NMPM
Section 13: S1/2SE1/4
Section 24: NE1/4,
N1/2SE1/4

Township 18 South, Range
32 East, NMPM
Section 18: Lot 4
Section 19: Lots 1 -3,
E1/2NW1/4, NE1/4SW1/4

containing 604.12 acres,
more or less. The unit will be
designated the East Shugart
(Delaware) Unit, which is be-
ing formed for the purpose of
establishing an enhanced re-
covery project. This applica-
tion is filed under the New
Mexico Statutory Unitization
Act, NMSA 1978 §§70-7-1 et
seq. (1996). The unit area is
located approximately 11.5
miles southeast of Loco Hills,
New Mexico. Among the in-
terest owners sought to be
unitized are the following per-
sons, or their unknown heirs
or devisees: William Nickey,
William J. Casey, Carl Lewis
Folkner, Jr. The application
will be heard at 8:15 a.m. on
Thursday, June 24, 1999 at
the offices of the Oil
Conservation Division, 2040
South Pacheco Street, Santa
Fe, New Mexico 87505. Fail-
ure to appear at the hearing
will preclude you from con-
testing this matter at a later
date. The address of the ap-
plicant is Suite 1100, 1776
Lincoln Street, Denver, Colo-
rado 80203 (Attention: B.
Lynne Ellison), phone number
(303) 863-4317.

EXHIBIT 14

**Affidavit of Notice Regarding Hearing
for Approval of Waterflood Project
East Shugart (Delaware) Unit**

State of New Mexico)
Counties of Eddy and Lea) ss.

B. Lynne Ellison, being first duly sworn, upon oath deposes and says:

I am of legal age and have personal knowledge of the matters stated herein. By letter dated May 27, 1999, I, as Landman for St. Mary Land & Exploration Company, Operator of the proposed East Shugart (Delaware) Unit covering 604.12 acres, more or less, described as:

Township 18 South, Range 31 East, NM Meridian
Section 13: S/2SE/4
Section 24: NE/4 and N/2SE/4
Eddy County, New Mexico

Township 18 South, Range 32 East, NM Meridian
Section 18: Lot 4 (SW/4SW/4)
Section 19: Lots 1, 2 (W/2NW/4);
Lot 3 (NW/4SW/4); E/2NW/4
and NE/4SW/4
Lea County, New Mexico

sent notice to all surface owners within the area covered by the proposed unit and to the operators or lessees of offsetting acreage that a hearing has been scheduled before the New Mexico Oil Conservation Division on June 24, 1999 relative to an application for approval of a waterflood project. Copies of the application were attached to the notices. The notices were delivered by certified mail, return receipt requested. A copy of the letter along with copies of the signed return receipts are attached to this Affidavit.

Further Affiant sayeth not.

B. Lynne Ellison
B. Lynne Ellison

Subscribed and sworn to before me this 13th day of July, 1999.

My Commission Expires:



May 15, 2003

Patricia Stanger
Notary Public for the State of Colorado
Residing at 1776 LINCOLN ST, STE 1100
DENVER CO 80203

**Certified Mail
Return Receipt Requested**

May 27, 1999

To: See Attached List of Addressees

Re: East Shugart (Delaware) Unit
Eddy and Lea Counties, NM

Ladies and Gentlemen:

Enclosed is a copy of an application for approval of a waterflood project for the proposed East Shugart (Delaware) Unit filed with the New Mexico Oil Conservation Division by St. Mary Land & Exploration Company.

This matter will be heard at 8:15 a.m. on Thursday, June 24, 1999 at the Division's offices at 2040 South Pacheco Street, Santa Fe, New Mexico 87505. Our records indicate that you are a surface owner or an offset operator/lessee. You have the right to enter an appearance and participate in the hearing. Failure to appear at the hearing will preclude you from contesting this matter at a later date. If you will be appearing at the hearing, you are requested to notify the attorney for the applicant no later than Friday, June 18, 1999. Our attorney is James Bruce, P. O. Box 1056, Santa Fe, New Mexico 87504.

Very truly yours,

St. Mary Land & Exploration Company



B. Lynne Ellison
Landman

/le
Attachments

ADDRESS LIST
EAST SHUGART (DELAWARE) UNIT

RAY WESTALL
BOX 4
LOCO HILLS NM 88255

YATES PETROLEUM COMPANY
105 S 4TH ST
ARTESIA NM 88210

CONOCO INC
10 DESTA DR #100W
MIDLAND TX 79705

BOYLE & STOVALL BETTIS
BOX 1240
GRAHAM TX 76450-1240

THUNDERBOLT PETROLEUM LLC
BOX 10523
MIDLAND TX 79702

KEVIN O BUTLER & ASSOCIATES
500 W TEXAS STE 955
MIDLAND TX 79701

18-31 INC
PO BOX 1120
ROSWELL NM 88202

HARVEY E YATES CO
PO BOX 1933
ROSWELL NM 88202-1933

ARMANDO LOPEZ
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROSWELL FIELD OFFICE
2909 W SECOND ST
ROSWELL NM 88201-2019

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. 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 **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 receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

PS Form 3800, April 1995 (Reverse)

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Thank you for using Return Receipt Service.

<p>I also wish to receive the following services (for an extra fee):</p> <p>1. <input type="checkbox"/> Addressee's Address</p> <p>2. <input type="checkbox"/> Restricted Delivery</p> <p>Consult postmaster for fee.</p>	<p>4a. Article Number 2300038070</p> <p>4b. Service Type <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD</p> <p>7. Date of Delivery</p>	<p>3. Article Addressed to: YATES PETROLEUM COMPANY 105 S 4TH ST ARTESIA NM 88210</p>	<p>8. Addressee's Address (Only if requested and fee is paid)</p>
<p>4. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.</p>	<p>5. Received By: (Print Name) Nancy Stall</p> <p>6. Signature: (Addressee or Agent) X Nancy Stall</p>	<p>5. Received By: (Print Name) Nancy Stall</p> <p>6. Signature: (Addressee or Agent) X Nancy Stall</p>	<p>5. Received By: (Print Name) Nancy Stall</p> <p>6. Signature: (Addressee or Agent) X Nancy Stall</p>

102595-97-B-0179

Domestic Return Receipt

PS Form 3811, December 1994

Stick postage stamps to article to cover First-Class postage, certified mail fee, charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
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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.
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6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

PS Form 3800, April 1995 (Reverse) is your RETURN ADDRESS completed on the

Thank you for using Return Receipt Service.

<p>3. Article Addressed to:</p> <p>CONOCO INC 10 IDESTA DR #100W MIDLAND TX 79705</p>	<p>I also wish to receive the following services (for an extra fee):</p> <p>1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.</p>
<p>4a. Article Number 2 300 038019</p>	<p>4b. Service Type</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD</p>
<p>5. Received By: (Print Name) Antonio Gonzalez</p>	<p>7. Date of Delivery 9/1</p>
<p>6. Signature: (Address of Agent) Antonio Gonzalez</p>	<p>8. Addressee's Address (Only if requested and fee is paid)</p>

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
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6. Save this receipt and present it if you make an inquiry.

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

PS Form 3800, April 1995 (Reverse)

FR:

Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.

1. Print your name and address on the reverse of this form so that we can return this card to you.
2. Attach this form to the front of the mailpiece, or on the back if space does not permit.
3. Write "Return Receipt Requested" on the mailpiece below the article number.
4. The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:

BOYLE & STOVALL BETTIS
 BOX 1240
 GRAHAM TX 76450-1240

4a. Article Number

300038023

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

6-1-89

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

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

[Handwritten Signature]

PS Form 3811, December 1994

102595-97-8-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

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102595-99-M-0079

JER:

Complete items 1 and/or 2 for additional services.

Complete items 3, 4a, and 4b.

- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

TRUNDERBOLI PEIRKOLEUM
LLC
BOX 10523
MIDLAND TX 79702

I also wish to receive the following services (for an extra fee):

- Addressee's Address
 - Restricted Delivery
- Consult postmaster for fee.

4a. Article Number

E 300 038 022

4b. Service Type

- Registered
- Express Mail
- Return Receipt for Merchandise
- COD
- Certified
- Insured

7. Date of Delivery

JUN - 1 1999

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X Jane Joe

PS Form 3800, April 1995 (Reverse)

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

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6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

<p>4. I also wish to receive the following services (for an extra fee):</p> <p>1. <input type="checkbox"/> Addressee's Address</p> <p>2. <input type="checkbox"/> Restricted Delivery</p> <p>Consult postmaster for fee.</p>	<p>4. I also wish to receive the following services (for an extra fee):</p> <p>1. <input type="checkbox"/> Addressee's Address</p> <p>2. <input type="checkbox"/> Restricted Delivery</p> <p>Consult postmaster for fee.</p>
<p>3. Article Addressed to:</p> <p>KEVIN O BUTLER & ASSOCIATES 500 W TEXAS STE 955 MIDLAND TX 79701</p>	<p>4a. Article Number 2300038021</p> <p>4b. Service Type</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Certified</p> <p><input type="checkbox"/> Express Mail <input type="checkbox"/> Insured</p> <p><input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD</p> <p>7. Date of Delivery 6-1-99</p>
<p>5. Received By: (Print Name)</p>	<p>8. Addressee's Address (Only if requested and fee is paid)</p>
<p>6. Signature (Addressee or Agent)</p> <p>X <i>[Signature]</i></p>	

PS Form 3800, April 1995 (Reverse) is your RETURN ADDRESS completed on the reverse.

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

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102595-99-M-0079

PS Form 3800, April 1995 (Reverses permit).
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the data delivered.

Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write your name and address on the reverse of this form so that we can return this to you.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

HARVEY E YATES CO
 PO BOX 1933
 ROSWELL NM 88202-1933

4a. Article Number

2300 038 024

4b. Service Type

- Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

6-1-99

5. Received By: (Print Name)

6. Signature: Addressee or Agent

X *Paul R. Did*

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

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

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102595-99-M-0079

PS Form 3800, April 1995 (Reverse)

ORDER:

Complete items 1 and/or 2 for additional services.

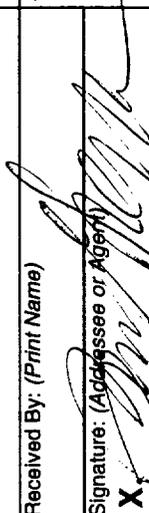
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

18-31 INC
PO BOX 1120
ROSWELL NM 88202

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X 

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery
- Consult postmaster for fee.

4a. Article Number

2300 038 025

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

6-1-99

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

is your RETURN ADDRESS completed on the reverse.

PS Form 3811, December 1994

102595-97-B-0179

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102595-99-M-0079

PS Form 3800, April 1995 (Reverse)

NEVER:

complete items 1 and/or 2 for additional services.

complete items 3, 4a, and 4b.

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3. Article Addressed to:

ARMANDO LOPEZ
DEPT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2909 WEST SECOND ST
ROSWELL NM 88201-2019

4a. Article Number

2300 038 026

4b. Service Type

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X *Armando Lopez*

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PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

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RIVERHILL ENERGY
CORPORATION

July 2, 1999

New Mexico Oil Conservation Division
2040 South Pacheco Street
Santa Fe, New Mexico 87505

Re: East Shugart (Delaware) Unit
St. Mary Land & Exploration Company, Operator
Lea & Eddy Counties, New Mexico

Gentlemen:

Riverhill Energy Corporation ("Riverhill") would like to go on record as being in support of the participation formula proposed by St. Mary Land & Exploration Company ("St. Mary") for the East Shugart (Delaware) Unit. This formula is fair to all owners and properly represents and weights the available technical data.

It is our view that waterflood reserves and success are predicted by both the oil available, as indicated by original oil in place (OOIP), and by a particular reservoir's primary performance, as indicated by the primary production. The proposed formula is well balanced between volumetric parameters, OOIP and acreage, at 45% and primary performance, cumulative production and remaining primary, at 30%. The remaining parameter, present oil rate, is primarily a present cash flow indicator and is not indicative of waterflood performance except as it bears on remaining primary.

Estimating all future variables is somewhat uncertain and we recognize uncertainty in both OOIP estimates and in remaining primary estimates. However, the use of modern simulation and history match techniques is an excellent way to reduce the uncertainty in the OOIP estimate. This has been done for this project. Thus, the participation formula can very reasonably include both primary production factors and OOIP factors.

Again, Riverhill wishes to voice its satisfaction with the participation formula as proposed by St. Mary. Your consideration on this matter is greatly appreciated.

Sincerely,

RIVERHILL ENERGY CORPORATION


J. W. Ramsey
Vice President - Exploitation

NEW MEXICO
OIL CONSERVATION DIVISION
St. Mary EXHIBIT 15
CASE NO. 12207/12208

NORTEX CORPORATION
OIL & GAS PRODUCTION & EXPLORATION

A. W. Dugan
President

Robert W. Kent
Vice President
Land & Acquisition

Patrick W. Dugan
Vice President &
General Counsel

June 25, 1999

New Mexico Oil Conservation Division
2040 South Pacheco Street
Santa Fe, New Mexico 87505

Reference: East Shugart (Delaware) Unit
Eddy and Lea Counties, NM

Dear Sir/Madam:

Nortex Corporation is an experienced and knowledgeable working interest participant in 1500 oil and gas properties in Texas, New Mexico, Oklahoma and Louisiana. We own interests in over 50 waterfloods several in New Mexico.

We have expressed our support for the East Shugart (Delaware) Unit by ratifying the Unit Agreement and Unit Operator's Agreement as proposed. This letter is to show our further support for the current formulae of ownership which has been put forth by St. Mary Land & Exploration Company.

Very truly yours,



Robert W. Kent,
Vice President
Land and Acquisitions

RWK/bt

July 2, 1999

New Mexico Oil Conservation Division
2040 South Pacheco Street
Santa Fe, New Mexico 87505

RE: East Shugart (Delaware) Unit
Eddy & Lea Counties, N.M.

To Members of the NMOC Div.;

In reference to the above captioned unit in which I have a small working interest, I wish to go on record as being in complete agreement with the participation formula as proposed by St. Mary Land & Exploration Company. As a petroleum geologist with 44 years of experience in exploration and development of oil & gas reservoirs in the Permian Basin (mostly in New Mexico), I am aware of the parameters the industry has had to establish based on the best information available but not always as finite as we would like. However, based on my own observations over many years and from communications with many other professionals in the industry, I believe the proposed OOIP factor and the remaining reserves factor is the most accurate and equitable method of determining the unit percentages for each participant. It is doubtful in my opinion, whether or not the existence of core data in this fine-grained sand reservoir would change the formula proposed by St. Mary. It has been my experience in working with Upper Permian sand reservoirs that any sand recovery from cores is very limited and the data is unreliable. Conventional electrical logs and mud logs are the only tools we have at our disposal at this time.

Respectfully submitted,

Norman K. Barker

Norman K. Barker
Geologist

shugart

EAST SHUGART DELAWARE UNIT ECONOMICS TABLE

	<u>CURRENT OPERATIONS</u>	<u>INCREMENTAL PROPOSED UNIT</u>
RESERVES	596 MBO 2195 MMCF	3713 MBO 1200 MMCF
CAPITAL	0 M\$	5649 M\$
UNDISCOUNTED INCOME	5,852 M\$	50,154 M\$
PWP @ 10%	3086 M\$	14,506 M\$

PRICE SCENARIO

<u>YEAR</u>	<u>OIL PRICE \$/BBL</u>	<u>GAS PRICE \$/MMCF</u>
1999	15.87	\$2.41
2000	15.87	\$2.41
2001	15.97	\$2.42
	Esc 4.2 % Thereafter	Esc 4.0 % Thereafter

NEW MEXICO
OIL CONSERVATION DIVISION
St. Mary EXHIBIT 28
CASE NO. 12207/12208

NEW MEXICO
OIL CONSERVATION DIVISION

EXHIBIT

16

CASE NO.

