

STATE OF NEW MEXICO
DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES
OIL CONSERVATION DIVISION

APPLICATION OF YATES PETROLEUM
CORPORATION FOR APPROVAL
OF A UNIT AGREEMENT,
CHAVES COUNTY, NEW MEXICO.

CASE NO. 13230

AFFIDAVIT OF TIM MILLER

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

Tim Miller, being first duly sworn on oath, states as follows:

1. My name is Tim Miller. I reside in Artesia, New Mexico. I am the petroleum geologist employed by Yates Petroleum Corporation ("Yates") who is responsible for the formation of the proposed Dice State Exploratory Unit ("the Unit") comprised of 3840 acres, more or less, of State of New Mexico lands situated in Chaves County, New Mexico. The horizontal limits of said Unit Area are described as follows:

Township 10 South, Range 26 East, N.M.P.M.

Section 10:	All
Sections 14 and 15:	All
Sections 22 and 23:	All
Section 27:	All

2. Yates, the designated Unit Operator in the Dice State Exploratory Unit Agreement, proposes the formation of the Unit to test all formations from the top of the San Andres formation to an approximate depth of 6430 feet in the Pre-Cambrian formation.

3. Attached to this Affidavit as **Exhibit A** is a copy of the Unit Agreement for the proposed Dice State Exploratory Unit. This agreement is on the New Mexico State Land Office State/Fee Unit Agreement form.

4. Attached as **Exhibit B** is the plat to the Unit Agreement that shows the boundaries of the Dice State Exploratory Unit and the location of the initial unit test well.

5. **Exhibit C** to this affidavit is a copy of Schedule B to the Unit Agreement for the Dice State Exploratory Unit that identifies the working interest ownership in the

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico

Case No. 13230 Exhibit No. 1

Submitted by:

YATES PETROLEUM CORPORATION

Hearing Date: March 18, 2004

unit area. One hundred percent of the working interest in the Unit Area is voluntarily committed to the unit.

6. The schedule under Exhibit C also identifies the royalty and overriding royalty interest in the Unit Area. One hundred percent of the royalty interest is owned by the State of New Mexico and under Exhibit D to this Affidavit is a letter from the New Mexico Commissioner of Public Lands giving preliminary approval of the State Land Office to the proposed Dice State Exploratory Unit. One hundred percent of the overriding royalty interests in the Unit Area has also been voluntarily committed to the Unit.

7. All interests in the Unit Area have been committed to the Unit.

8. The initial unit well will be the Dice State Unit Well No. 1 that will be drilled at a standard gas well location 1980 feet from the South and East lines of Section 22, Township 10 South, Range 26 East, NMPM, Chaves County, New Mexico to test all formations from the top of the San Andres formation surface to an approximate depth of 6430 feet in the Pre-Cambrian formation. The location of the Dice State Unit Well No. 1 in Section 22 was selected for three reasons. First, the gross thickness of Siluro-Devonian dolomite as shown by the Gross Isopach Map is between 400 and 450 feet (Exhibit E). Second, this location would be structurally higher than the Kirby well as shown by the Siluro-Devonian Seismic Structure Map (Exhibit F). Finally, this proposed location is close to a good producing Siluro-Devonian well, the Kirby Well, which is located 1 1/2 miles to the west.

9. The two structural cross-sections A-A' and B-B' (Exhibits G and H) show the complexity of the area. Cross-section A-A', which runs from the northwest to the southeast, depicts wells producing from the Siluro-Devonian dolomite. The McClellan Ross Federal Well No. 3 in Section 6 and the Ralph Lowe Humble Comanche well in Section 20, both in Township 10 South, Range 26 East, have no dolomite. Both of these wells are within 1 1/2 miles of the wells that have a substantial amount of dolomite as shown by the Siluro-Devonian Gross Isopach map (Exhibit E). The Ralph Lowe Comanche well, which has zero feet of thickness, is one mile southwest of the Kirby well in section 21 which has 371 gross feet of dolomite. Cross-section B-B' runs from north to south and shows change in structure and thickness in the dolomite.

10. Exhibit G is a summary of the geological data supporting the formation of the Dice State Exploratory Unit.

11. The unit covers an area that can be reasonably developed under a unit plan.

12. In addition to the Siluro-Devonian in the Unit Area, the Wolfcamp, Cisco and Strawn formations may also be productive.

13. If the initial unit well is successful, additional wells will be drilled in the

Unit Area. Accordingly, approval of the unit agreement will result in the efficient recovery of hydrocarbons.

14. Approval of the Dice State Exploratory Unit and the development of the Unit Area pursuant to a unit plan is in the best interest of conservation, the prevention of waste and the protection of correlative rights.

FURTHER AFFIANT SAYETH NOT.

H. Tim Miller
3-15-04

SUBSCRIBED AND SWORN before me on this 15th day of March, 2004.

Dillon Chaney
Notary Public

My Commission Expires:
10/19/04

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
DICE STATE EXPLORATORY UNIT
CHAVES COUNTY, NEW MEXICO
NO. _____

THIS AGREEMENT, entered into as of the 5th day of September, 2003, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

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

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

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

WHEREAS, the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico (hereinafter referred to as the "Division"), is authorized by an Act of the Legislature (Chap. 72, Laws

EXHIBIT A

1935, as amended, being Section 70-2-1 et seq. New Mexico Statutes Annotated, 1978 Compilation) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the DICE STATE EXPLORATORY 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 and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions and limitations herein set forth;

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

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

Township 10 South, Range 26 East

Section 10: All

Section 14: All

Section 15: All

Section 22: All

Section 23: All

Section 27: All

Chaves County, New Mexico

containing 3,840.00 acres, more or less

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

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

2. UNITIZED SUBSTANCES: All oil, gas, natural gasoline, and associated fluid hydrocarbons in any and all formations below the top of the San Andres formation of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

3. UNIT OPERATOR: Yates Petroleum Corporation, whose address is 105 South Fourth Street, Artesia, New Mexico 88210 is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of unit operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the unit operator acting in that capacity and not as an owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

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

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

The resignation or removal of the unit operator under this agreement shall not terminate his right, title or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of unit operator becoming effective, such unit operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor unit operator, or to the owners thereof if no such new unit operation is elected, to be used

for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of wells.

5. SUCCESSOR UNIT OPERATOR: Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor unit operator; provided that, if a majority but less than seventy five percent (75%) of the working interests qualified to vote is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests, shall be required to select a new operator. Such selection shall not become effective until (a) a unit operator so selected shall accept in writing the duties and responsibilities of unit operator, and (b) the selection shall have been approved by the Commissioner. If no successor unit operator is selected and qualified as herein provided, the Commissioner at his election, with notice to the Division, may declare this unit agreement terminated.

6. ACCOUNTING PROVISIONS: The unit operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned among the owners of the unitized working interests in accordance with an operating agreement entered into by and between the unit operator and the owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the unit operator as provided in this section, whether one or more, are herein referred to as the "Operating Agreement". No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the unit operator of any right or obligation established under this unit agreement and in case of any inconsistencies or conflict between this unit agreement and the operating agreement, this unit agreement shall prevail.

7. 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 which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the unitized substances are hereby delegated to and shall be exercised by the unit operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said unit operator and, together with this agreement, shall constitute and define

the rights, privileges and obligations of unit operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the unit operator, in its capacity as unit operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

8. DRILLING TO DISCOVERY: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the top of the Pre-Cambrian formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of 6,500 feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the cost of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

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

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

Should unitized substances in paying quantities be discovered upon the unit area, the unit operator shall on or

before six months from the time of the completion of the initial discovery well and within thirty days after the expiration of each twelve months period thereafter, file a report with the Commissioner and Division of the status of the development of the unit area and the development contemplated for the following twelve months period.

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

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

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units, but in such event, the basis of participation by the working interest owners shall remain the same as if this agreement had not been terminated as to such lands; provided, however, the Commissioner shall give notice to the unit operator and the lessees of record in the manner prescribed by (Sec. 19-10-20 N.M. Statutes 1978 Annotated,) of intention to cancel on account of any alleged breach of said covenant for reasonable development and decision entered thereunder shall be subject to appeal in the manner prescribed by (Sec. 19-10-23 N.M. Statutes 1978 Annotated), and, provided further, in any event the unit operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this agreement shall be terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

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

10. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities, the owners of working interests shall participate in the production therefrom

and in all other producing wells which may be drilled pursuant hereto in the proportions that their respective leasehold interests covered hereby on an acreage basis bears to the total number of acres committed to this unit agreement, and such unitized substances shall be deemed to have been produced from the respective leasehold interests participating therein. For the purpose of determining any benefits accruing under this agreement and the distribution of the royalties payable to the State of New Mexico and other lessors, each separate lease shall have allocated to it such percentage of said production as the number of acres in each lease respectively committed to this agreement bears to the total number of acres committed hereto.

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

11. ALLOCATION OF PRODUCTION: All unitized substances produced from each tract in the unitized area established under this agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the unitized land, and for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to the entire unitized area. It is hereby agreed that production of unitized substances from the unitized area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tracts of said unitized area.

12. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES: All rentals due the State of New Mexico shall be paid by the respective lease owners in accordance with the terms of their leases.

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

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

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

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

13. LEASES AND CONTRACTS CONFORMED AND EXTENDED INsofar AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA: The terms, conditions and provision of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or

said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease, which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offset to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

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

14. 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 State laws or regulations.

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

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

17. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Commissioner and the Division and shall terminate in five years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced in paying quantities from the unitized land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered are being produced as aforesaid. This agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner and with notice to Division. Likewise, the failure to comply with the drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

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

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

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

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

22. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement

providing for the allocation of ~~costs~~ of exploration, development and operation. A subsequent joinder shall be effective as of the first day of the ~~month~~ following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, ~~their~~ proportionate share of the unit expenses incurred prior to such party's or parties joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment of revenue.

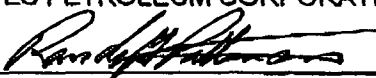
23. COUNTERPARTS: This agreement may be executed in any number of counterparts, no one of which needs to be executed by ~~all~~ parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such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

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

OPERATOR/RECORD TITLE OWNER

YATES PETROLEUM CORPORATION

Date March 1, 2004


Attorney-in-Fact

RECORD TITLE OWNER

ELK OIL COMPANY

Date March 8, 2004

By: 
Its: Joseph J. Kelly, President

WORKING INTEREST OWNERS

YATES DRILLING COMPANY
ABO PETROLEUM CORPORATION
MYCO INDUSTRIES, INC.

Date: March 1, 2004

Randy G. Patterson
Attorney-in-Fact

NMR, INC.

By: Jim R. Vanderon
Its: President

ELLIOTT INDUSTRIES LIMITED PARTNERSHIP

By: _____
Its: _____

ELLIOT-HALL COMPANY LIMITED PARTNERSHIP

By: _____
Its: _____

GENESIS LIMITED PARTNERSHIP

By: _____
Its: _____

CAMMERAN PETROLEUM, INC.

By: _____
Its: _____

CCR, LLC

By: _____
Its: _____

SLR OIL & GAS INVESTMENTS, LLC

By: _____
Its: _____

STATE OF NEW MEXICO §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 5-13-2004

Tamala J. Verdugo
Notary Public

WORKING INTEREST OWNERS

YATES DRILLING COMPANY
ABO PETROLEUM CORPORATION
MYCO INDUSTRIES, INC.

Date: March 1, 2004

Randy G. Patterson
Attorney-in-Fact

NMR, INC.

By: _____
Its: _____

ELLIOTT INDUSTRIES LIMITED PARTNERSHIP

By: [Signature]
Its: President of Elliott Management Company
Managing General Partner

ELLIOT-HALL COMPANY LIMITED PARTNERSHIP

By: _____
Its: _____

GENESIS LIMITED PARTNERSHIP

By: _____
Its: _____

CAMMERAN PETROLEUM, INC.

By: _____
Its: _____

CCR, LLC

By: _____
Its: _____

SLR OIL & GAS INVESTMENTS, LLC

By: _____
Its: _____

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 5-13-2004

Tamala J. Verdugo
Notary Public

WORKING INTEREST OWNERS

YATES DRILLING COMPANY
ABO PETROLEUM CORPORATION
MYCO INDUSTRIES, INC.

Date: March 1, 2004

Randy G. Patterson
Attorney-in-Fact

NMR, INC.

By: _____
Its: _____

ELLIOTT INDUSTRIES LIMITED PARTNERSHIP

By: _____
Its: _____

ELLIOT-HALL COMPANY LIMITED PARTNERSHIP

By: Mary A. Hall
Its: Manager

GENESIS LIMITED PARTNERSHIP

By: _____
Its: _____

CAMMERAN PETROLEUM, INC.

By: _____
Its: _____

CCR, LLC

By: _____
Its: _____

SLR OIL & GAS INVESTMENTS, LLC

By: _____
Its: _____

STATE OF NEW MEXICO §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March 2004 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

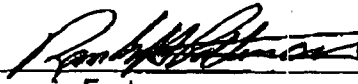
My commission expires: 5-13-2004

Tamala J. Verdugo
Notary Public

WORKING INTEREST OWNERS

YATES DRILLING COMPANY
ABO PETROLEUM CORPORATION
MYCO INDUSTRIES, INC.

Date: March 1, 2004


Attorney-in-Fact

NMR, INC.

By: _____
Its: _____

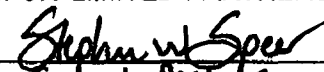
ELLIOTT INDUSTRIES LIMITED PARTNERSHIP

By: _____
Its: _____

ELLIOT-HALL COMPANY LIMITED PARTNERSHIP

By: _____
Its: _____

GENESIS LIMITED PARTNERSHIP

By: 
Its: General Partner

CAMMERAN PETROLEUM, INC.

By: _____
Its: _____

CCR, LLC

By: _____
Its: _____

SLR OIL & GAS INVESTMENTS, LLC

By: _____
Its: _____

STATE OF NEW MEXICO

COUNTY OF EDDY

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The foregoing instrument ~~was~~ acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 5-13-2004


Notary Public

WORKING INTEREST OWNERS

YATES DRILLING COMPANY
ABO PETROLEUM CORPORATION
MYCO INDUSTRIES, INC.

Date: March 1, 2004

Randy G. Patterson
Attorney-in-Fact

NMR, INC.

By: _____
Its: _____

ELLIOTT INDUSTRIES LIMITED PARTNERSHIP

By: _____
Its: _____

ELLIOT-HALL COMPANY LIMITED PARTNERSHIP

By: _____
Its: _____

GENESIS LIMITED PARTNERSHIP

By: _____
Its: _____

CAMMERAN PETROLEUM, INC.
James P. Cammeran
By: _____
Its: Vice President

CCR, LLC

By: _____
Its: _____

SLR OIL & GAS INVESTMENTS, LLC

By: _____
Its: _____

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 5-13-2004

Tamala J. Verdugo
Notary Public

WORKING INTEREST OWNERS

YATES DRILLING COMPANY
ABO PETROLEUM CORPORATION
MYCO INDUSTRIES, INC.

Date: March 1, 2004

Randy G. Patterson
Attorney-in-Fact

NMR, INC.

By: _____
Its: _____

ELLIOTT INDUSTRIES LIMITED PARTNERSHIP

By: _____
Its: _____

ELLIOT-HALL COMPANY LIMITED PARTNERSHIP

By: _____
Its: _____

GENESIS LIMITED PARTNERSHIP

By: _____
Its: _____

CAMMERAN PETROLEUM, INC.

By: _____
Its: _____

CCR, LLC

By: *Chris F. DeBorja*
Its: *Member*

SLR OIL & GAS INVESTMENTS, LLC

By: _____
Its: _____

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 5-13-2004

Tamala J. Verdugo
Notary Public

WORKING INTEREST OWNERS

YATES DRILLING COMPANY
ABO PETROLEUM CORPORATION
MYCO INDUSTRIES, INC.

Date: March 1, 2004

Randy G. Patterson
Attorney-in-Fact

NMR, INC.

By: _____
Its: _____

ELLIOTT INDUSTRIES LIMITED PARTNERSHIP

By: _____
Its: _____

ELLIOT-HALL COMPANY LIMITED PARTNERSHIP

By: _____
Its: _____

GENESIS LIMITED PARTNERSHIP

By: _____
Its: _____

CAMMERAN PETROLEUM, INC.

By: _____
Its: _____

CCR, LLC

By: _____
Its: _____

SLR OIL & GAS INVESTMENTS, LLC
James R. Coorner
By: _____
Its: _____
Manager

STATE OF NEW MEXICO §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 5-13-2004

Tamala J. Verdugo
Notary Public

STATE OF NEW MEXICO §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for, YATES DRILLING COMPANY, ABO PETROLEUM CORPORATION and MYCO INDUSTRIES, INC., all New Mexico corporations, on behalf of said corporations.



Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 5-13-2004

Tamala J. Verdugo
Notary Public

STATE OF NEW MEXICO §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Elk Oil Company, a _____ company, on behalf of said company.

My Commission Expires: _____

Notary Public

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for NMR, Inc. a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Elliot Industries Limited Partnership a _____ partnership, on behalf of said partnership.

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for, YATES DRILLING COMPANY, ABO PETROLEUM CORPORATION and MYCO INDUSTRIES, INC., all New Mexico corporations, on behalf of said corporations.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

Tamala J. Verdugo
Notary Public

My commission expires: 5-13-2004

STATE OF NEW MEXICO §
 §
COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this 8th day of March, 2004 by Joseph J. Kelly as President for Elk Oil Company, a New Mexico corporation, on behalf of said corporation.

My Commission Expires: 10/15/2004

Annex B. Braxley
Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for NMR, Inc. a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Elliot Industries Limited Partnership a _____ partnership, on behalf of said partnership.

STATE OF NEW MEXICO §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for, YATES DRILLING COMPANY, ABO PETROLEUM CORPORATION and MYCO INDUSTRIES, INC., all New Mexico corporations, on behalf of said corporations.



OFFICIAL SEAL
Tamala J. Verdugo
NOTARY PUBLIC-STATE OF NEW MEXICO

Tamala J. Verdugo
Notary Public

My commission expires: 5-13-2004

STATE OF NEW MEXICO §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Elk Oil Company, a _____ company, on behalf of said company.

My Commission Expires: _____

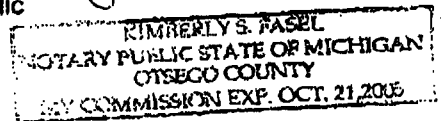
Notary Public

STATE OF Michigan §
COUNTY OF Otsego §

The foregoing instrument was acknowledged before me this 8th day of March, 2004 by James B. Vandiver as President for NMR, Inc. a Michigan corporation, on behalf of said corporation.

My Commission Expires: 10/21/05

Kimberly S. Fasel
Notary Public



STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Elliot Industries Limited Partnership a _____ partnership, on behalf of said partnership.

STATE OF NEW MEXICO §
 COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 1st day of March, 2004 by Randy G. Patterson, Attorney-in-Fact for, YATES DRILLING COMPANY, ABO PETROLEUM CORPORATION and MYCO INDUSTRIES, INC., all New Mexico corporations, on behalf of said corporations.



OFFICIAL SEAL
 Tamala J. Verdugo
 NOTARY PUBLIC-STATE OF NEW MEXICO

Tamala J. Verdugo
 Notary Public

My commission expires: 5-13-2004

STATE OF NEW MEXICO §
 COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Elk Oil Company, a _____ company, on behalf of said company.

My Commission Expires: _____

 Notary Public

STATE OF _____ §
 COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for NMR, Inc. a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

 Notary Public

STATE OF NEW MEXICO §
 COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this 9th day of March, 2004 by Stephen L. Elliott as President of Elliott Management Company, Managing General Partner of Elliott Industries Limited Partnership. ~~for Elliott Industries Limited Partnership~~



My Commission Expires: March 2, 2008

Cathy Henderson
Notary Public

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Elliot-Hall Company Limited Partnership a _____ partnership, on behalf of said partnership.

My Commission Expires: _____

Notary Public

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Genesis Limited Partnership a _____ partnership, on behalf of said partnership.

My Commission Expires: _____

Notary Public

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Cammeran Petroleum, Inc. a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

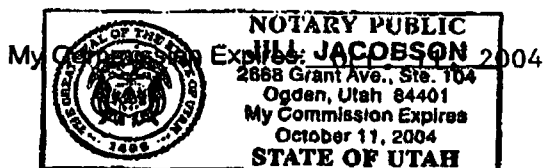
Notary Public

My Commission Expires: _____

Notary Public

STATE OF UTAH §
§
COUNTY OF WEBER §

The foregoing instrument was acknowledged before me this 10th day of March, 2004 by _____
Mary Ann Miller as Mgr. for Elliot-Hall Company Limited Partnership a _____
limited partnership, on behalf of said partnership.



Jill Jacobson
Notary Public

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____
_____ as _____ for Genesis Limited Partnership a _____
_____ partnership, on behalf of said partnership.

My Commission Expires: _____

Notary Public

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____
_____ as _____ for Cammeran Petroleum, Inc. a _____
_____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

My Commission Expires: _____

Notary Public

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Elliot-Hall Company Limited Partnership a _____ partnership, on behalf of said partnership.

My Commission Expires: _____

Notary Public

STATE OF South Carolina §

COUNTY OF Charleston §

The foregoing instrument was acknowledged before me this 9th day of March, 2004 by Stephen W. Speer as General Partner for Genesis Limited Partnership a New Mexico partnership, on behalf of said partnership.

My Commission Expires May 10, 2005
My Commission Expires: _____

M.R. Campbell
Notary Public

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for Cammeran Petroleum, Inc. a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

My Commission Expires: _____

Notary Public

STATE OF _____ §

_____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____
_____ as _____ for Elliot-Hall Company Limited Partnership a _____
_____ partnership, on behalf of said partnership.

My Commission Expires: _____

Notary Public

STATE OF _____ §

_____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____
_____ as _____ for Genesis Limited Partnership a _____
_____ partnership, on behalf of said partnership.

My Commission Expires: _____

Notary Public

STATE OF Wyoming §

_____ §

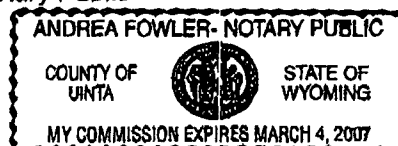
COUNTY OF Lincoln §

The foregoing instrument was acknowledged before me this 11 day of March, 2004 by _____
James R. Bowman as Vice President for Cammeran Petroleum, Inc. a _____
Oklahoma corporation, on behalf of said corporation.

My Commission Expires: 3-4-07

Andrea Fowler

Notary Public

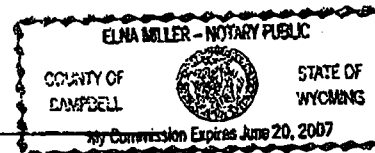


STATE OF WY §
COUNTY OF Campbell §

The foregoing instrument was acknowledged before me this 11th day of MARCH, 2004 by Jim F. DeARMA as MEMBER for CCR, LLC a WY limited liability company, on behalf of said company.

My Commission Expires: 6-20-2007

Elma Miller
Notary Public



STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for SLR Oil and Gas Investments, Inc. a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ for CCR, LLC a _____ limited liability company, on behalf of said company.

My Commission Expires: _____

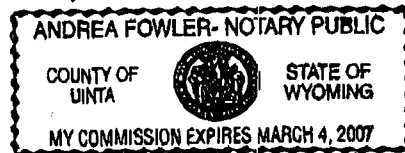
Notary Public

STATE OF Wyoming §
COUNTY OF Uinta §

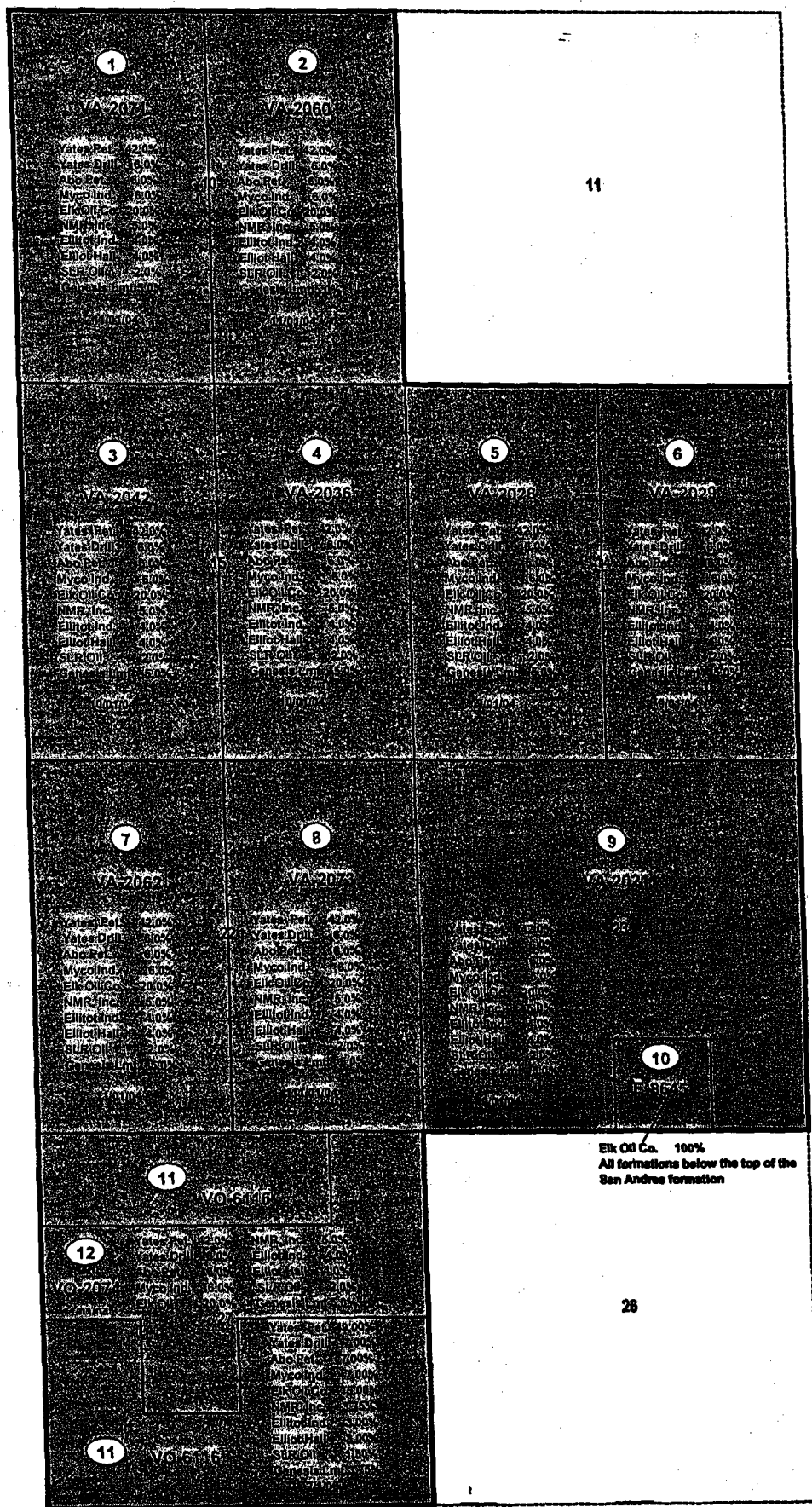
The foregoing instrument was acknowledged before me this 11 day of March, 2004 by James R Bauman as Manager for SLR Oil and Gas Investments, Inc. a Oklahoma corporation, on behalf of said corporation.

My Commission Expires: 3-4-07

Andrea Fowler
Notary Public



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EXHIBIT "A"

Yates Petroleum Corporation

Dice State Unit Area

Chaves County, New Mexico

Indicates Unit Area

Scale 2 1/4 inches = 1 mile

Exhibit B
Dice State Unit Area
Chaves County
New Mexico

All depths below the top of the San Andres Formation

Tract No.	Description of Land	No. of Acres	Lease Serial No.	Lease Expiration Date	Basic Royalty and Ownership Percentage	Lessee of Record	%	Overriding Royalty and Percentage	%	Working Interest Owner and Percentage	%	Interest Burdened By ORRI
1	Township 10 South, Range 26 East Sec. 10: W/2	320.00	VA-2071	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycro Industries, Inc. Eik Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	• • • • • • • • • •
2	Township 10 South, Range 26 East Section 10: E/2	320.00	VA-2060	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycro Industries, Inc. Eik Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	• • • • • • • • • •
3	Township 10 South, Range 26 East Section 15: W/2	320.00	VA-2042	10/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycro Industries, Inc. Eik Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	• • • • • • • • • •
4	Township 10 South, Range 26 East Section 15: E/2	320.00	VA-2036	10/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycro Industries, Inc. Eik Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	• • • • • • • • • •

Exhibit B
Dice State Unit Area
Chaves County
New Mexico

All depths below the top of the San Andres Formation

Tract No.	Description of Land	No. of Acres	Lease Serial No.	Lease Expiration Date	Basic Royalty and Ownership Percentage	Lessee of Record	Overriding Royalty and Percentage	%	Working Interest Owner and Percentage	%	Interest Burdened By ORRI	
5	Township 10 South, Range 26 East Section 14: W/2	320.00	VA-2028	09/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Cobble Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycos Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	* * * * * * * * * *
6	Township 10 South, Range 26 East Section 14: E/2	320.00	VA-2029	09/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Cobble Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycos Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	* * * * * * * * * *
7	Township 10 South, Range 26 East Section 22: W/2	320.00	VA-2062	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Cobble Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycos Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	* * * * * * * * * *
8	Township 10 South, Range 26 East Section 22: E/2	320.00	VA-2073	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Cobble Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.75% .75% .75% .75% .50% .50%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycos Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	* * * * * * * * * *

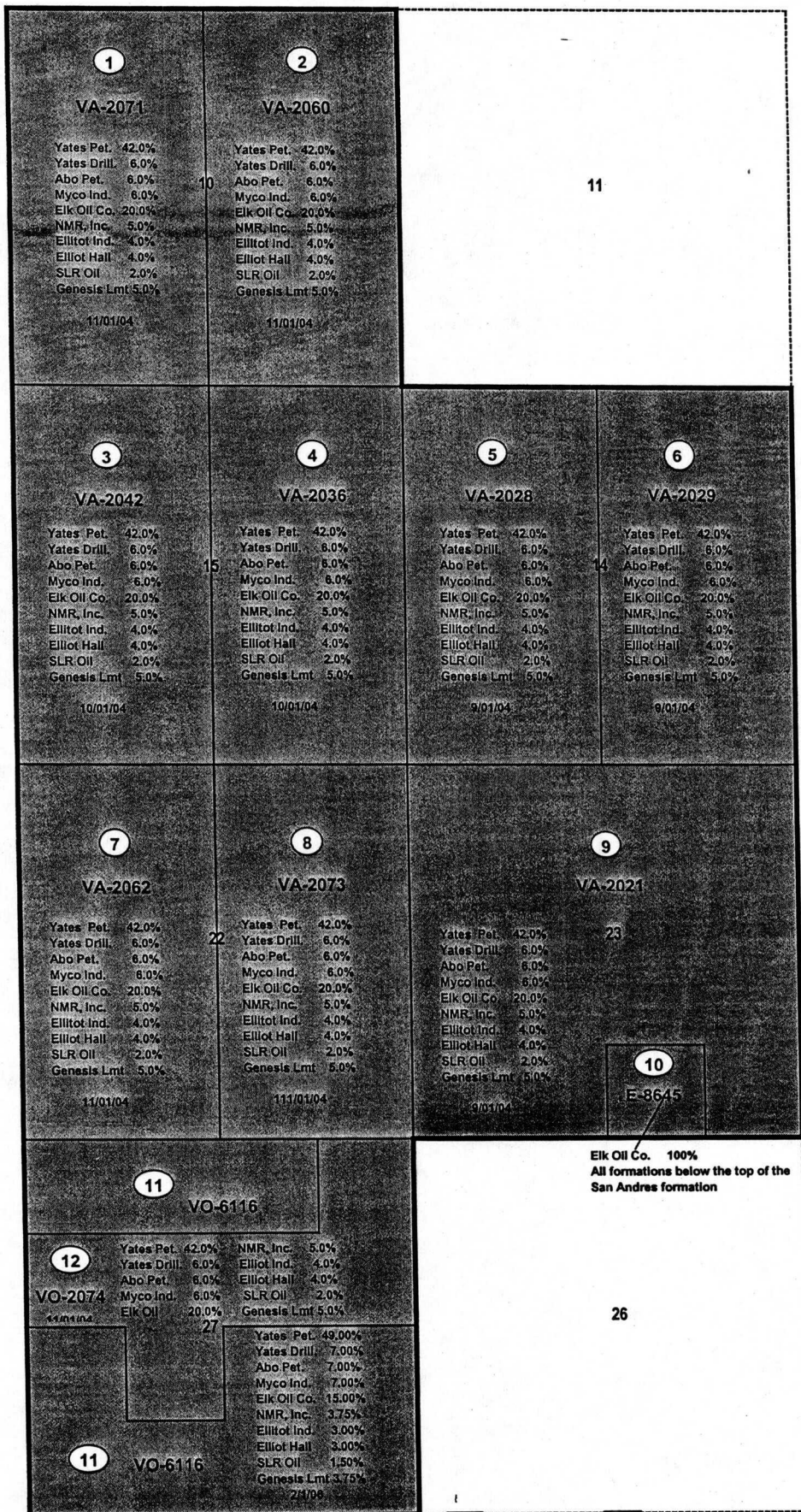
Exhibit B
Dice State Unit Area
Chaves County
New Mexico

All depths below the top of the San Andres Formation

Tract No.	Description of Land	No. of Acres	Lease Serial No.	Lease Expiration Date	Basic Royalty and Ownership Percentage	Lessee of Record	%	Overriding Royalty and Percentage	%	Working Interest Owner and Percentage	%	Interest Burdened By ORRI
9	Township 10 South, Range 26 East Section 23: N2, SW4, N2SE4, SE4SE4	600.00	VA-2021	09/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycro Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	*
10	Township 10 South, Range 26 East Section 23: SW4SE4 All formations below the top of the San Andres Formation	40.00	E-9645	HBP	State of NM: 12.50%	Elk Oil Company	100.00%	0.00%	0.00%	Elk Oil Company	100.00%	*
11	Township 10 South, Range 26 East Section 27: NW4NE4, N2NW4, W2SW4, SE4SW4, SE4	400.00	VO-6116	02/01/06	State of NM: 16.67%	Yates Petroleum Corporation	100.00%	Elk Oil Company NMR, Inc. Genesis Limited Partnership	1.125% .09375% .09375%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycro Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership Genesis Limited Partnership Cammeran Petroleum, Inc. CCR, LLC	49.00% 7.00% 7.00% 7.00% 15.00% 3.75% 3.00% 3.00% 3.75% 0.75% 0.75%	*
12	Township 10 South, Range 26 East Section 27: NE4NE4, S2N2, NE4SW4	240.00	VA-2074	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycro Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	*

12 Tracts - State 3,840.00 acres or 100%

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EXHIBIT B

Yates Petroleum Corporation

Dice State Unit Area

Chaves County, New Mexico

 Indicates Unit Area

Scale 2 1/4 inches = 1 mile

Exhibit B
Dice State Unit Area
Chaves County
New Mexico
All depths below the top of the San Andres Formation

Tract No.	Description of Land	No. of Acres	Lease Serial No.	Lease Expiration Date	Basic Royalty and Ownership Percentage	Lessee of Record	%	Overriding Royalty and Percentage	%	Working Interest Owner and Percentage	%	Interest Burdend By ORRI
1	Township 10 South, Range 26 East Sec. 10: W/2	320.00	VA-2071	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycos Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	* * * * * * * * * *
2	Township 10 South, Range 26 East Section 10: E/2	320.00	VA-2060	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycos Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	* * * * * * * * * *
3	Township 10 South, Range 26 East Section 15: W/2	320.00	VA-2042	10/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycos Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	* * * * * * * * * *
4	Township 10 South, Range 26 East Section 15: E/2	320.00	VA-2036	10/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Caille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Mycos Industries, Inc. Elk Oil Company NMR, Inc. Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership	42.00% 6.00% 6.00% 6.00% 20.00% 5.00% 4.00% 4.00% 2.00% 5.00%	* * * * * * * * * *

Exhibit B
Dice State Unit Area
Chaves County
New Mexico

All depths below the top of the San Andres Formation

Tract No.	Description of Land	No. of Acres	Lease Serial No.	Lease Expiration Date	Basic Royalty and Ownership Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest Owner and Percentage	Interest Burdend By ORRI
5	Township 10 South, Range 26 East Section 14: W/2	320.00	VA-2028	09/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly	42.00%
								J. Michael Kelly	6.00%
								Coille Limited Partnership LP	6.00%
								Mary Ann Twitty	6.00%
								NMR, Inc.	20.00%
6	Township 10 South, Range 26 East Section 14: E/2	320.00	VA-2029	09/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Genesis Limited Partnership	5.00%
7	Township 10 South, Range 26 East Section 22: W/2	320.00	VA-2062	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly	42.00%
								J. Michael Kelly	6.00%
								Coille Limited Partnership LP	6.00%
								Mary Ann Twitty	6.00%
								NMR, Inc.	20.00%
8	Township 10 South, Range 26 East Section 22: E/2	320.00	VA-2073	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Genesis Limited Partnership	5.00%

Exhibit B
Dice State Unit Area
Chaves County
New Mexico

All depths below the top of the San Andres Formation

Tract No.	Description of Land	No. of Acres	Lease Serial No.	Lease Expiration Date	Basic Royalty and Ownership Percentage	Lessee of Record	%	Overriding Royalty and Percentage	%	Working Interest Owner and Percentage	%	Interest Burdend By ORRI
9	Township 10 South, Range 26 East Section 23: N/2, SW/4, N/2SE/4, SE/4SE/4	600.00	VA-2021	09/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Coille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation MycO Industries, Inc. Elk Oil Company NMR, Inc.	42.00% 6.00% 6.00% 6.00% 20.00% 5.00%	*
						Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership			4.00% 4.00% 2.00% 5.00%		*	
10	Township 10 South, Range 26 East Section 23: SW/4SE/4 All formations below the top of the San Andres Formation	40.00	E-8645	HBP	State of NM: 12.50%	Elk Oil Company	100.00%	0.00%	0.00%	Elk Oil Company	100.00%	
11	Township 10 South, Range 26 East Section 27: NW/4NE/4, N/2NW/4, W/2SW/4, SE/4SW/4, SE/4	400.00	VO-6116	02/01/06	State of NM: 16.67%	Yates Petroleum Corporation	100.00%	Elk Oil Company NMR, Inc. Genesis Limited Partnership	1.125% .09375% .09375%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation MycO Industries, Inc. Elk Oil Company NMR, Inc.	49.00% 7.00% 7.00% 7.00% 15.00% 3.75%	*
						Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership Genesis Limited Partnership Cammeran Petroleum, Inc. CCR, LLC			3.00% 3.00% 3.75% 0.75% 0.75%		*	
12	Township 10 South, Range 26 East Section 27: NE/4NE/4, S/2N/2, NE/4SW/4	240.00	VA-2074	11/01/04	State of NM: 12.50%	Yates Petroleum Corporation	100.00%	Joseph J. Kelly J. Michael Kelly Coille Limited Partnership LP Mary Ann Twitty NMR, Inc. Genesis Limited Partnership	.004% .004% .004% .004% .0025% .0025%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation MycO Industries, Inc. Elk Oil Company NMR, Inc.	42.00% 6.00% 6.00% 6.00% 20.00% 5.00%	*
						Elliott Industries Limited Partnership Elliott-Hall Company Limited Partnership SLR Oil & Gas Investments, LLC Genesis Limited Partnership			4.00% 4.00% 2.00% 5.00%		*	

12 Tracts - State 3,840.00 acres or 166%



PATRICK H. LYONS
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

February 27, 2004

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

Attention: Mr. Chuck Moran

Re: Preliminary Approval
Proposed Dice State Exploratory Unit
Chaves County, New Mexico

Dear Mr. Moran:

This office has received the unexecuted copy of the unit agreement, which you have submitted for the proposed Dice State Exploratory Unit area, Chaves County, New Mexico. This agreement meets the general requirements of the Commissioner of Public Lands, who has this date granted you preliminary approval as to form and content.

Preliminary approval is given with the understanding that the unitized interval includes all formations below the top of the San Andres formation.

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

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

1. Application for final approval by the Commissioner setting forth the tracts that have been committed and the tracts that have not been committed.
2. Pursuant to Rule 19.2.100.51, applications for approval shall contain a statement of facts showing:
 - a. That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.
 - b. That under the proposed unit operation, the State of New Mexico will receive its fair share of the recoverable oil and gas in place under its lands in the proposed unit area.
 - c. That each beneficiary institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the unit area.
 - d. That such unit agreement is in other respects for the best interest of the trust.
3. All ratifications from the Lessees of Record and Working Interest Owners. All signatures should be acknowledged by a notary and one set must contain original signatures.

EXHIBIT D

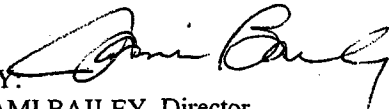
Yates Petroleum Corporation
February 27, 2004
Page 2

4. Order of the New Mexico Oil Conservation Division. Our approval will be conditioned upon subsequent favorable approval by the New Mexico Oil Conservation Division.
5. Please submit two copies of the Unit Agreement.
6. A copy of the Unit Operating Agreement (if applicable).
7. Copies of all the well records for the initial unit well and any subsequent well.
8. Please submit a filing fee in the amount of \$180.00.

If you have any questions or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

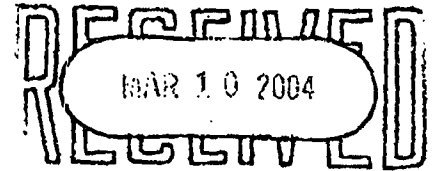
Very truly yours,

PATRICK H. LYONS
COMMISSIONER OF PUBLIC LANDS

BY: 
JAMI BAILEY, Director
Oil, Gas and Minerals Division
(505) 827-5744

PL/JB/pm

cc: OCD-Santa Fe, Attention: Mr. Roy Johnson
William F. Carr



PATRICK H. LYONS
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 C.L.D. SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

March 8, 2004

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

Attention: Mr. Chuck Moran

Re: Amended page 5
Proposed Dice State Exploratory Unit
Chaves County, New Mexico

Dear Mr. Moran:

Please be advised that your letter of March 4, 2004 together with amended page 5 for the proposed Dice State Exploratory Unit Agreement is hereby accepted. The correction amends the drilling to discovery to allow the initial well to be drilled to a depth sufficient to attain the top of the Pre-Cambrian formation and the second correction being that the unit operator shall not in any event be required to drill said well to a depth in excess of 6,500 feet.

If you have any questions or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

PATRICK H. LYONS
COMMISSIONER OF PUBLIC LANDS

FOR BY: *Anthony H. Mark*
JAMI BAILEY, Director
Oil, Gas and Minerals Division
(505) 827-5744

PL/JB/pm

DICE STATE UNIT
Secs: 10, 14, 15, 22, 23 and 27 - 10S-26E

Yates Petroleum Corporation proposes the formation of the Dice State Unit. This unit is in 10S-26E and it includes sections 10, 14, 15, 22, 23 and 27. The main geological objective of this unit is the Siluro-Devonian dolomite.

The proposed location for the Dice State Unit is in 22-10S-26E; 1980 FSL & 1980 FEL. Yates Petroleum proposes this well at this location to encounter between 400-450 feet of Siluro-Devonian dolomite as shown by the Gross Isopach map and also to be slightly higher structurally as shown by the Seismic Time Structure map on top of the Siluro-Devonian compared to the Kirby BCK Federal Com #1 which is 1-1/2 miles to the west in section 21. The Kirby well which has recently been drilled and commenced production has produced 167 MMCF from 9-23-03 thru 12-31-03. It is averaging 1.4 MCF/day.

The Dice State Unit #1 location in section 22 is proposed at this spot for 3 reasons.

1. Gross thickness is projected to be between 400-450 feet.
2. This location would be structural higher than the Kirby well as shown by the Siluro-Devonian Seismic Time Structure Map and by the two cross-sections: A-A' and B-B'.
3. This proposed location is close to a good producing Siluro-Devonian well which is the Kirby well which is 1-1/2 miles to the west.

The two structural cross-sections A-A' and B-B' show the complexity of the area. Depicted on the A-A' cross-section, which runs from the northwest to the southeast are producing wells from the Siluro-Devonian dolomite. In two instances, the McClellan Ross Federal #3 in section 6-10S-26E and the Ralph Lowe Humble Comanche in 20-10S-26E, have no dolomite. Both of these wells are within 1 to 1-1/2 miles of wells that have a substantial amount of dolomite as shown by the Siluro-Devonian Gross Isopach map. In regards to the Ralph Lowe Humble Comanche well in 20-10S-26E which has zero thickness, this well is one mile southwest of the Kirby well in 21-10S-26E which has 371 gross feet of dolomite. The B-B' cross-section which goes from north to south shows the change in structure and thickness in the dolomite. These two cross-sections also show that there are several good Siluro-Devonian producers in the area with cumulative production as high as 3.1 BCF which is BHP's Ervin Ranch State #1 at the end of the A-A' cross-section in 5-11S-27E.

Yates Petroleum Corporation proposes the formation of the Dice State Unit in 10S-26E consisting of section 10, 14, 15, 22, 23 and 27. The main objective of this unit is the Siluro-Devonian dolomite. Several good producers from this formation are in the area. The Dice State Unit #1 proposed in 22-10S-26E, is well situated for three reasons:

1. 400-450 feet of gross dolomite
2. Structurally updip from the producing Kirby well one mile to the west
3. Close proximity to a good producing well from the dolomite which produces at 1.4 MCF/day