

ONLINE VERSION

STATE/FEE
EXPLORATORY UNIT

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

Mescalero Springs UNIT AREA

Chaves County(ies),
NEW MEXICO

RECEIVED
2005 MAY 9 AM 9 26
STATE LAND OFFICE
SANTA FE, N.M.

ATTACHMENT A

ONLINE VERSION

STATE/FEE
EXPLORATORY UNITS
Revised February 12, 2004

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

Mescalero Springs

UNIT AREA

Chaves

COUNTY(IES), NEW MEXICO

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE

Mescalero Springs

UNIT AREA

Chaves

COUNTY(IES), NEW MEXICO

THIS AGREEMENT, entered into as of the 26 day of April, 2005, 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 Annotated), to consent to and approve the development or operation of State Lands under agreements made by lessees of State Land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field, or area; and

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

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

WHEREAS, the parties hereto hold sufficient interests in the Mescalero Springs 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: [Attach another page if you need more space.]

Township 11S, Range 31E, N.M.P.M.

Section 23 Subdivisions: All

Section 24 Subdivisions: All

Section _____ Subdivisions: _____

Section _____ Subdivisions: _____

Containing 1280 total acres, more or less, in County(ies) Chaves New Mexico

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the unit operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the unit operator the acreage, percentage and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown on said map or schedule as owned by such party. 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 of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

3. **UNIT OPERATOR:** Cheney Energy Partners, LLC

whose address is 14511 Falling Creek Drive, Suite 300, Houston, TX 77014 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 operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and 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 Mississippian 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 12,000 feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances 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 or record in the manner prescribed by (Sec. 19-10-20 N.M. Statutes 1978 Annotated), of intention to cancel on account of any alleged breach of said covenant for reasonable development and any 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 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 (5) years 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: The respective lease owners in accordance with the terms of their leases shall pay all rentals due to the State of New Mexico.

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 each such lease shall bear and assume the same out of the unitized substances allocated to the lands embraced in each such lease as provided herein.

13. LEASES AND CONTRACTS CONFORMED AND EXTENDED INsofar AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA: The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same 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 fixed 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 fixed 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, photo static, 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 (5) 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 the 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 all 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 right at his own expense to appear and to participate in any such proceedings.

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.

[Note – Signature pages follow.]

UNIT OPERATOR AND WORKING INTEREST OWNER

Cheney Energy Partners, LLC
BUSINESS ENTITY

By [Signature]
SIGNATURE OF OFFICER

Address 14511 Falling Creek Drive, Suite 300, Houston, TX 77014

Date of Execution 5-2-2005

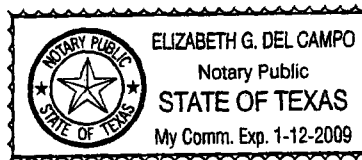
STATE OF Texas)
COUNTY OF Harris) ss.

Acknowledgment in an Individual Capacity

This instrument was acknowledged before me on 5-2-05 Date

by Elizabeth A. Del Campo
Name(s) of Person(s)

(Seal)



[Signature]
Signature of Notarial Officer

My commission expires: 01-12-2009

Acknowledgment in a Representative Capacity

This instrument was acknowledged before me on _____ Date

by _____
Name(s) of Person(s)

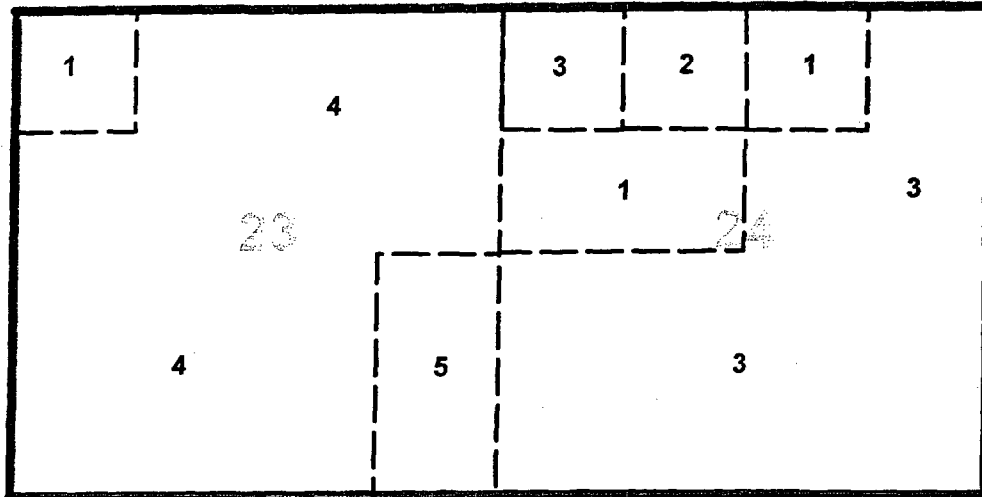
as _____ of _____
Type of authority, e.g., officer, trustee, etc Name of party on behalf of whom instrument was executed

(Seal)

Signature of Notarial Officer

My commission expires: _____

Exhibit "A"
Schedule of Ownership
Mescalero Springs Unit
Sections 23,24 11S 31E, Chaves County



PETRA 6/4/2008 9:16:14 AM
100% State of New Mexico Lands
Unit Boundary outlined on red

128'

Exhibit "B"

Schedule of Ownership

Mescalero Springs Unit

Sections 23,24 11S 31E, Chaves County

Unit is comprised 100% of State of New Mexico Lands (1280 acres)

Cheney owns 1000 Acres (78%) by Assignment from Marathon

Tract No.	Description of Lands	Acres	Serial No./Status	Expiration Date	Basic Royalty/%	Lessee of Record	ORRI %	WI %
1	NW4NW4	23 11S 31E 40	B1-0418-0094/Active	HBP	1/8 roy/12.5%	Hassie Hunt Expl		100
1	S2NW4	24 11S 31E 80	B1-0418-0094/Active	HBP	1/8 roy/12.5%	Hassie Hunt Expl		100
1	NW4NE4	24 11S 31E 40	B1-0418-0094/Active	HBP	1/8 roy/12.5%	Hassie Hunt Expl		100
	Tr. 1 Total	160						
2	NE4NW4	24 11S 31E 40	E0-4191-0002/Active	HBP	1/8 roy/12.5%	Marshall & Winston		100
	Tr. 2 Total	40						
3	NW4NW4	24 11S 31E 40	VA-2195-0000/Active	8/5/2005 8/1/05	1/8 roy/12.5%	Marathon Oil (Assignee M.E. Cheney)		100
3	NE4NE4, S2NE4	24 11S 31E 120	VA-2195-0000/Active	8/5/2005 8/1/05	1/8 roy/12.5%	Marathon Oil (Assignee M.E. Cheney)		100
3	S2	24 11S 31E 320	VA-2195-0000/Active	8/5/2005 8-1-05	1/8 roy/12.5%	Marathon Oil (Assignee M.E. Cheney)		100
	Tr. 3 Total	480						
4	SW4NW4, E2NW4, NE4	23 11S 31E 280	VA-2206-0000/Active	8/5/2005 8-1-05	1/8 roy/12.5%	Marathon Oil (Assignee M.E. Cheney)		100
4	SW4, W2SE4	23 11S 31E 240	VA-2206-0000/Active	8/5/2005 8-1-05	1/8 roy/12.5%	Marathon Oil (Assignee M.E. Cheney)		100
	Tr. 4 Total	520						
5	E2SE4	23 11S 31E 80	VA-2427-0000/Expired OPEN	3/1/2005	1/8 roy/12.5%	Nominated June 21 Sale		
	Tr. 5 Total	80						

STATE TOTAL 1280

Geol: M.E. Cheney
Date: May, 2005

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16

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17

MESERO
SPRING 5
ST. EXPL. U.
22

21

MOCK
TEST 2
11,000

T11SR31E

T11SR32E

19

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exp
7/20/98

28

27

29

no
data
30/0

33

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3

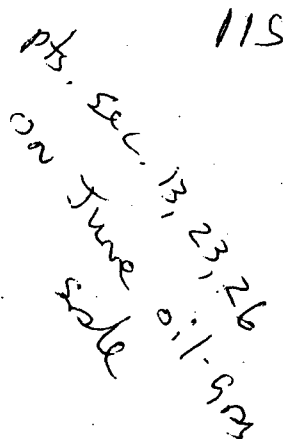
T12SR31E

T12SR32E

6

5

32E



Geol: M.E. Cheney
Date: May, 2005

MESCALERO SPRINGS GEOLOGIC REPORT

(Morrow)

Location 660 feet FWL and 1980 FEL of section 23, 11-S 31-E, Chaves County, New Mexico, (35 miles east of Roswell). (See Land Plat for AMI)

Objective The Mescalero Springs Prospect will test Morrowan-aged valley-fill sediments in a geologically defined incised valley that is analogous to the Buffalo Valley Field. Secondary oil and gas potential exists in the Queen, Grayburg, San Andres and Permo-Penn formations.

Reserves

	Initial Potential	Reserves per well
Most Likely	2.7 MMCFPD 16 BCPD	3.7 BCF 23,000 BC
Maximum	3.5 MCFGPD 21 BCPD	4.20 BCF 25,000 BC

Total Depth 11,000 Feet

Dry Hole Cost \$1,000,000 est.

Total D&C \$1,300,000 est.

Prospect Summary

The Mescalero Springs Prospect, located on the Northwest Shelf of the Permian Basin in Chaves County, New Mexico, will test an incised valley fill system that is on trend and analogous to the incised valley system that defines the Buffalo Valley Field, a 65-well field that will produce 4.5 BCF/well. The Buffalo Valley Field has been modeled integrating several regional 2-D seismic lines with well logs and production data. There is excellent agreement between productive and non-productive geologic facies with the gross Morrow-Pre Penn isopach map that outlines the valley incisement. The Mescalero Springs Prospect shares all the same geologic attributes—valley incisement and the presence of reservoir quality rocks. Limited well control and hydrocarbon shows support the presence of an unexploited incised valley in trend with the Hassie-Hunt Trust Manry-Elliot No.1 which has produced 4.0 BCF and 96 MBO from Middle Morrow Sands.

Geologic Setting

The Mescalero Springs Prospect and the field analog, Buffalo Valley are located immediately southeast of the Pedernal uplift and are associated with incised valleys that were carved out of the Pedernal piedmont during Pennsylvanian lowstands. The Pedernal uplift is a southern extension of the ancestral Rocky Mountains and one of three late Paleozoic uplifts that lie along a northwest to southeast trend. From the Pedernals the Uncompaghre uplift lies to the northwest, the Diablo uplift to the southeast. These uplifts as well as other late Paleozoic basin/uplift couplets of western North America constitute the Greater Ancestral Rocky Mountains. Each uplift is basement involved and associated with an adjacent subsiding basin. These paired regions of basins and uplifts were formed synchronously during a period of late Paleozoic deformation and are all genetically related and very similar structurally and geometrically (Ye et al, 1996). Each basin thickens asymmetrically towards the uplift which is bounded by basement involved thrust or reverse faults and is oriented northwest to southeast implicating a singular northeast direction of strain that compressed the entire region. Uplift, beginning in early Morrowan to late Chesterian, marked the beginning of deformation and was followed by erosion of sedimentary cover and unroofing of the crystalline core, and by late Pennsylvanian time, quiescence.

The Pedernal uplift is bordered on the east by the Delaware Basin and on the west by the Orogrande basin. The Pedernals have undergone several episodes of uplift since the Ordovician. When uplifting commenced in early Morrow or late Chesterian time, erosion of the sedimentary cover began, incised valleys were carved out of the Pedernal piedmont and Mississippian cherty limestones shed from the Pedernals were deposited in the Delaware Basin largely bypassing the incised valleys (King and Harder, 1985). By early Middle Morrow time as sea levels rose and encroached from the south, the rate of uplift slowed, sedimentation caught up with subsidence and the valleys were filled with shallow marine limestones and clastics. The immature clastics filling the valleys suggest erosion of the sedimentary cover and unroofing of the Pedernal's granite core. The sandstones deposited in the incised valley are dip oriented, widen out to the south and pinch out updip at the neck, thereby providing the trap. The Pedernal uplift persisted as a positive element until late Pennsylvanian and was finally covered by early Permian sediments.

Buffalo Valley Field: A Productive Incised Valley System

Buffalo Valley Field produces from multiple fluvial-deltaic valley fill sands. The Field covers nearly 30 sections and will produce approximately 300 BCF from 65 wells. An incised valley system has been postulated as the depositional setting based on the following criteria:

- Atoka - Pre-Penn Gross Interval Isopach (enclosed) outlines a northwest to southeast trending incised valley narrow at the north end and expanding to the south. A prominent depositional axis greater than 400 feet thick is also evident. The valley fill interval thins to 200 feet towards the edge of the valley incisement.
- The Pre-Penn structure map, which is equivalent to the depositional surface at the time of incisement clearly depicts a reentrant. Combining the interval isopach with the structure map suggests the valley has been incised 200 to 300 feet into late Chester carbonates.
- An enclosed contour map of Estimated Ultimate Recoveries (EUR)'s also shows an incised valley morphology. The best wells with EUR's between 4 and 10 BCF are located in the depositional axis of the valley and updip to the north, proximal to the source and where the sands pinch out.
- Well logs and mudlogs analyzed from the area also confirm valley incisement. The best reservoir sands are concentrated in the valley axis and in the deeper half of the stratigraphic section from 8600' to 8900'. Mud logs from the area described reservoir sands as fine to coarse grained, poorly sorted, unconsolidated, angular to subangular, siliceous sandstone, consistent with a nearby crystalline massif provenance, the Pedernals.

The Prospective Incised Valley System: Mescalero Springs Prospect

Several incised valley systems were identified by mapping a regional area east and west of Buffalo Valley, using an incised valley model developed for Buffalo Valley. One of the most promising of these is the Mescalero Springs Prospect. Geologic mapping shows incisement of 100 to 200 feet, the isopach and structure maps outline a valley system and while there are not as many wells in the prospect area, they reported anomalously thick Atoka - Pre-Penn sections with some hydrocarbon shows. Two key wells in the prospect area have recovered significant amounts of gas and oil these are the Hassie-Hunt Trust Manry-Elliot No.1 and the John L. Cox Proctor No.1. The following is a summary of criteria supporting the incised valley interpretation for the prospect area:

- The 200-foot contour on Middle Morrow Gross Interval Isopach outlines a northwest-southeast trending incised valley. The depositional axis thickens to greater than 200 feet.
- A reentrant is clearly evident on the top of the Pre-Penn Structure. Combining the Interval Isopach with the structure map suggests the valley has been incised 100 to 200 feet into late Chester carbonates.
- Two key wells have produced over 4.5 BCF from sands deposited and trapped in the incised valley system.

In summary the Mescalero Springs Prospect represents an excellent opportunity to test an incised valley fill system on trend and analogous to the valley system that defines the Buffalo Valley Field.

Only recently, with the application of sequence stratigraphy coupled with an abundance of 2-D and 3-D surveys have incised valley systems been recognized as economically significant exploration targets (Zaitlin et al, 1994). Mature developed fields are being reclassified (Buffalo Valley Field) and new valleys are being imaged and evaluated for exploratory drilling. Brown (1993) has estimated that approximately 25% of all off structure clastic reservoirs world-wide are produced from lowstand to transgressive incised valley deposits. The Buffalo Valley, E. Prospect is actually the test of an exploration play along the piedmont of the Pedernals and Roosevelt uplifts -- an area that has seen little leasing or drilling activity and has an abundance open acreage.

References

Brown, L.F., Jr., 1993, Seismic and sequence stratigraphy: its current status and growing role in exploration and development: New Orleans, New Orleans Geological Society Short Course No. 5, AAPG 78th annual convention

Hills, J.M., 1984, Sedimentation, tectonism, and hydrocarbon generation in Delaware Basin, West Texas and southeastern New Mexico: AAPG Bulletin, v. 68, No. 3 (March 1984) P. 250-267.

King, W.E., and V.M. Harder, 1985, Oil and gas potential of the Tularosa basin-Ortero platform-Salt basin graben area, New Mexico Bureau of Mines and Mineral Resources Circular 198, p. 1-36.

Ye, H., et al., 1996, Late Paleozoic deformation of interior North America: the Greater Ancestral Rocky Mountains.: AAPG Bulletin, v. 80, No. 9 (September 1996) P. 1397-1432.

Zaitlin, B.A., and R.W. Dalrymple, 1994, The stratigraphic organization of incised-valley systems associated with relative sea-level change in incised-valley systems: Origin and Sedimentary Sequences, SEPM Special Publication No. 51, P. 45-60.