ENERQUEST OIL & GAS, LTD.

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November 12, 2002

NOV 1 4 2002

Mr. Robert S. Craine Lynx Operating Co., Inc. 2121 San Jacinto Suite 860, LB 52 Dallas, Texas 75201

Re: Laney Reese #4 Section 30-18S-39E Lea County, New Mexico

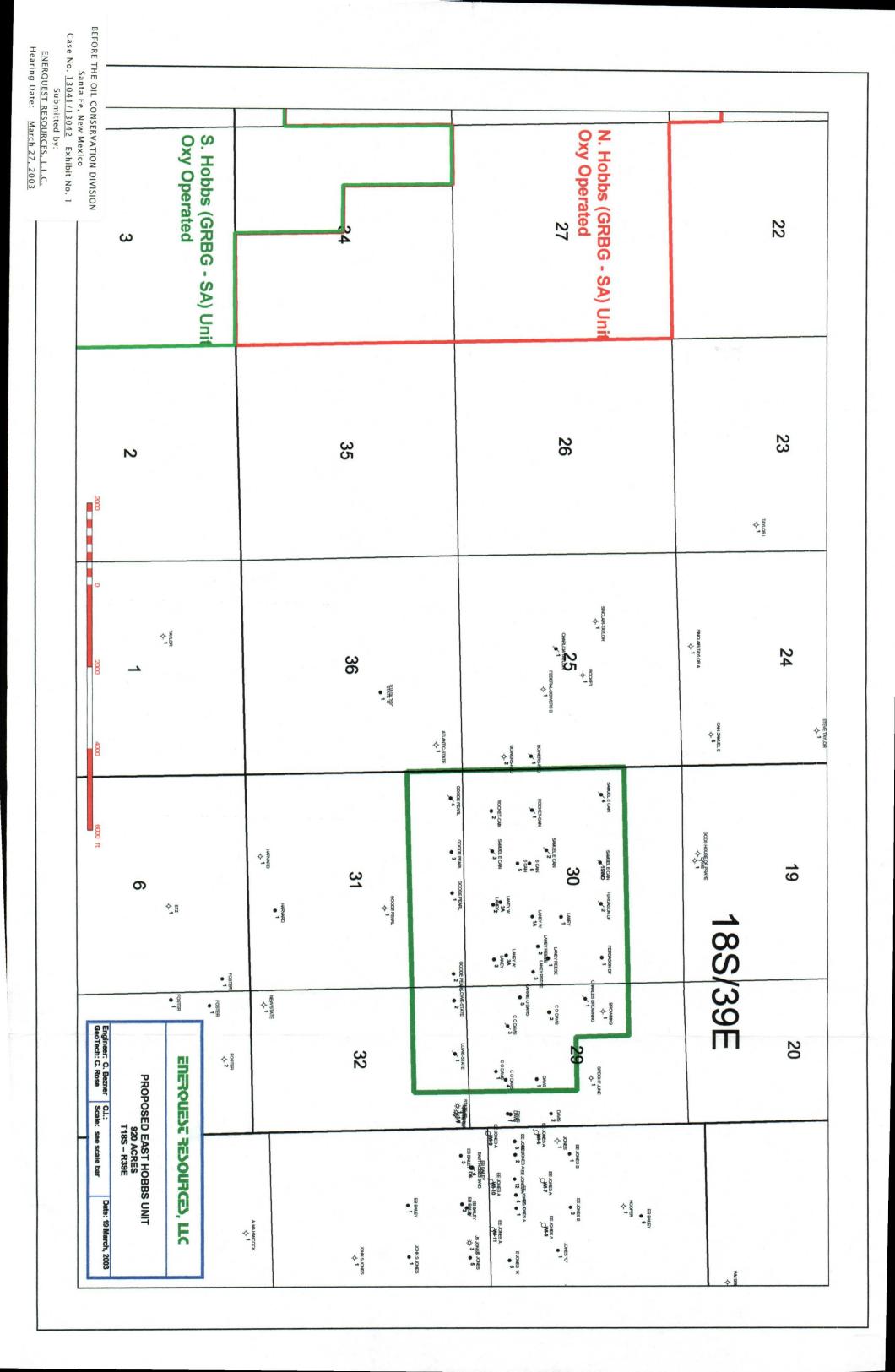
Dear Mr. Craine:

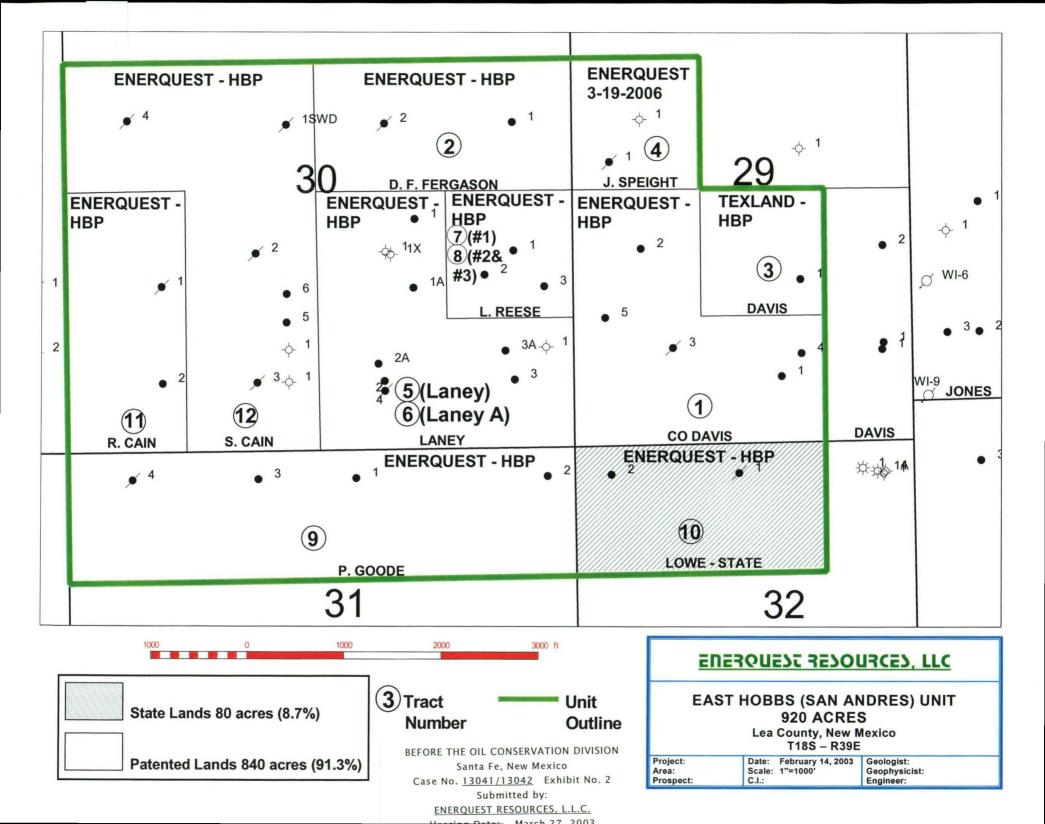
EnerQuest is in receipt of your letter (received November 5th @ 8:10 a.m.) dated November 1, 2002 proposing the drilling of the captioned well. I was quite disappointed to realize that Lynx has decided not to let the Technical Committee complete its evaluation of the East Hobbs field prior to moving forward with a well proposal. As you know, this committee was formed at your request and has been meeting almost weekly to discuss all aspects of the field. Further, it is my understanding that the committee is nearing its conclusion and should be ready to call a working interest owners meeting in the next few weeks to present and discuss their findings. Therefore, I am somewhat confused as to the timing of your well proposal. I can only conclude by your actions that you have: (1) placed no merit in the Technical Committee, or (2) proposed the formation of the Technical Committee only as a means to undermine the efforts of the unitization process. EnerQuest has acted in good faith in an attempt to resolve the issues concerning the proposed waterflood. However, to the contrary, it appears that Lynx has elected to forego the group process and pursue its own agenda without the input from the Technical Committee that Lynx proposed back in August 2002.

As you are aware, the 40-acre Laney Reese lease currently has three (3) producing wells on it. The Laney Reese #1 currently produces approximately 150 barrels a month from the P-1 zone. The Laney Reese #2 is completed in the P-2 thru P-4 zones and produces about 2000 barrels per month. The Laney Reese #3 also produces from the P-2 thru P-4 zones at a rate of 2,000 barrels per month for a combined lease total of 4,150 barrels per month. Based upon our engineering analysis of the lease, we should be able to adequately recover the remaining primary oil reserves from the existing wells. Therefore, EnerQuest feels that not only is Lynx's well proposal not warranted, it does not conform to a potential unit flood pattern. Therefore, EnerQuest hereby requests that you withdraw the above proposal immediately. Please be advised that if the working interest owners are not able to come to an agreement on the proposed unit formulas, EnerQuest will re-file for a special hearing as soon as possible. Further, the parameters outlined in our new filing will use an effective date of 11-1-02.

Sincerel Robert W. Floyd President

Cc: Working Interest Owners William F. Carr T. Scott Hickman David R. Catanach, NMOCD





STATE/FEE WATERFLOOD UNIT

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE

EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO NO.

EXHIBIT B

Rev.1/92

- E

BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case No. <u>13041/13042</u> Exhibit No. 3 Submitted by: <u>ENERQUEST RESOURCES, L.L.C.</u> Hearing Date: <u>March 27, 2003</u>

STATE/FEE WATERFLOOD UNITS

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

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EXHIBIT "A" MAP OF UNIT AREA

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- EXHIBIT "B" SCHEDULE OF OWNERSHIP
- EXHIBIT "C" SCHEDULE OF TRACT PARTICIPATION

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 14th day of February, 2003, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as "parties hereto";

WITNESSETH THAT:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by law (Sec. 3, Chap, 88, Laws 1943) as amended by Dec. 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. Stats. 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 is authorized by law (Chap. 72, Laws 1935, as amended, being Sec. 70-2-1 et seq. N.M. Statutes 1978 Annotated) to approve this agreement and the conservation provision hereof; and

WHEREAS, the parties hereto hold sufficient interests in the East Hobbs (San Andres) Unit, comprised of the land hereinafter designated, to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to enable institution and consummation of secondary and/or enhanced oil and gas recovery operations, conserve natural resources, prevent waste and secure the 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 Unitized Formation underlying the Unit Area, and agree severally among themselves as follows:

SECTION 1. <u>ENABLING ACT AND REGULATIONS</u>: The oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations not inconsistent with the terms hereof or the laws of the State of New Mexico are hereby accepted and made a part of this agreement.

SECTION 2. <u>DEFINITIONS</u>: For the purpose of this agreement, the following terms and expressions are used herein shall mean:

- (a) "Unit Area" is defined as the land depicted on Exhibit "A" and described by Tracts in Exhibit "B" attached hereto and said land is hereby designated and recognized as constituting the Unit Area.
- (b) "Commissioner" is defined as the Commissioner of Public Lands of the State of New Mexico.

- (c) "Division" is defined as the Oil Conservation Division of the State of New Mexico.
- (d) "Unitized Formation" is defined as that stratigraphic interval occurring between a point of 50 feet above the top of the San Andres formation and 50 feet below the base of the P-5 marker in the San Andres formation, said San Andres interval occurring between 4451 feet and 4637 feet in the EnerQuest Resources, LLC, Carrie O. Davis Well No. 5 located 330 feet from the west line and 1310 feet from the south line of Section 29, Township 18 South, Range 39 East, N.M.P.M., Lea County, New Mexico as recorded on the density-neutron log of said well dated June 26, 1997.
- (e) "Unitized Substances" is defined as all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.
- (f) "Working Interest" is defined as an interest in Unitized Substances by virtue of a lease, operating agreement or otherwise, including a carried interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing and operating the Unitized Formation. Any interest in Unitized Substances which is a Working Interest as of the date the owner thereof executes, ratifies or consents to this agreement shall thereafter be treated as a Working Interest for all purposes of this agreement.
- (g) "Royalty Interest" is defined as a right to or interest in any portion of the Unitized substances or proceed thereof other than a Working Interest.
- (h) "Working Interest Owner" is defined as a party hereto who owns a Working Interest.
- (i) "Royalty Owner" is defined as a party hereto who owns a Royalty Interest.
- (j) "Tract" is defined as each parcel of land described as such and given a Tract number in Exhibit "B".
- (k) "Tract Participation" is defined as the percentages of Unitized Substances allocated hereunder to a Tract. The Tract Participation of the Tracts within the Unit Area is shown on Exhibit "C" attached hereto.
- (1) "Unit Participation" is defined as the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract having Tract Participation by the Tract Participation of such Tract.
- (m) "Unit Operating Agreement" is defined as any agreement or agreements entered into, separately or collectively, by and between the Unit Operator and the Working Interest Owners as provided in Section 9, Accounting Provisions and Unit Operating Agreement, infra, and shall be styled "Unit Operating Agreement, East Hobbs (San Andres) Unit, Lea County, New Mexico".
- "Unit Manager" is defined as the person or corporation appointed by the Unit Working Interest Owners to perform the duties of the Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 8, Successor Unit Operator, hereof.

SECTION 3. <u>UNIT AREA</u>: The area specified on the map attached hereto marked Exhibit "A" is hereby designated and recognized as constituting the Unit Area, containing 920.00 acres, more or less.

Exhibit "A" to the extent known to Unit Operator, shows the boundaries and identity of Tracts and leases in the Unit Area. Exhibit "B" attached hereto is a schedule showing, to the extent known to Unit Operator, the acreage comprising each Tract and the percentage of

ownership of each Working Interest Owner in each Tract. 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 as are shown in said map or schedule as being owned by such party. Exhibit "C" attached hereto is a schedule showing the Tract Participation of each Tract in the Unit Area, which Tract Participation has been calculated upon the basis of all tracts within the Unit Area being committed to this agreement as of the effective date hereof.

Exhibits "A", "B", and "C" shall be revised by Unit Operator whenever changes render such revision necessary and not less than two copies of such revision shall be filed with the Commissioner and the Division.

SECTION 4. <u>EXPANSION</u>: The Unit Area may, when practicable, be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this agreement. Such expansion shall be effected in the following manner.

- (a) The Working Interest Owner or Owners of a Tract or Tracts desiring to bring such Tract or Tracts into the Unit Area shall file an application therefore with Unit Operator requesting such admission.
- (b) Unit Operator shall circulate a notice of the proposed expansion to each Working Interest Owner in the tract or tracts proposed to be included in the Unit and/or affected by the proposed expansion setting out the basis for admission, the Tract Participation proposed to be allocated to such Tract or Tracts, and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if Working Interest Owners having a combined Unit Participation of ninety percent (90%) or more have agreed to such Tract or Tracts being brought into the Unit Area, then Unit Operator shall, after preliminary concurrence by the Commissioner and the Commission:

(1) Prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefore, the basis for admission of the additional Tract or Tracts, the Tract Participation to be allocated thereto, and the proposed effective date thereof; and

(2) Furnish copies of said notice to the Commissioner and the Division, each Working Interest Owner and to the lessee and lessor whose interests are proposed to be committed, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objections to such proposed expansion; and

(3) File, upon the expiration of said thirty-day period as set out in Subsection (2) immediately above, with the Commissioner and Division the following: (a) Evidence of mailing copies of said notice of expansion; (b) An application for such expansion; (c) An instrument containing the appropriate joinders in compliance with the qualification requirements of Section 13, Tracts Qualified for Unit Participation, infra; and (d) Copies of any objections received.

The expansion shall, after due consideration of all pertinent information and upon approval by the Commissioner and Division, become effective as of the date prescribed in the notice thereof. The revised Tract Participation of the respective Tracts included within the Unit Area prior to such enlargement shall remain in the same ratio one to another.

There shall never be any retroactive allocation or adjustment of operating expenses or of interest in the Unitized Substances produced (or the proceeds of the sale thereof) by reason of an expansion of the Unit Area; provided, however, this limitation shall not prevent any adjustment of investment necessitated by such expansion.

SECTION 5. <u>UNITIZED LAND AND UNITIZED SUBSTANCES</u>: All land committed to this agreement as provided in Section 13, Tracts Qualified for Unit Participation, as to the Unitized Formation defined in Section 2, Definitions, shall constitute land referred to herein as "Unitized Land" or "land subject to this agreement". All oil and gas in the Unitized Formation in the Unitized Land are unitized under the terms of this agreement and herein are called "Unitized Substances".

SECTION 6. <u>UNIT OPERATOR</u>: EnerQuest Resources, LLC is hereby designated as Unit Operator, and by signing this instrument as Unit Operator it agrees and consents to accept the duties and obligations of Unit Operator for the operation, development and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest 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.

SECTION 7. <u>RESIGNATION OR REMOVAL OF UNIT OPERATOR</u>: Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six (6) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners and the Commissioner and Division unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

The Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal only by unanimous vote of all Working Interest Owners other than Unit Operator. Such removal shall be effective upon notice thereof to the Commissioner and Division.

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

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title or interest as the owner of a Working Interest or other interest in Unitized Substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, books and records, materials, appurtenances and other assets used in conducting the Unit operations and owned by the Working Interest Owners (including any and all data and information which it might have gained or assembled by reason of its operation of the Unit Area) to the new duly qualified successor Unit Operator or to the Unit Manager 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 or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator who resigns or is removed hereunder from any liability or duties accruing to or performable by it prior to the effective date of such resignation or removal.

SECTION 8. <u>SUCCESSOR UNIT OPERATOR</u>: Whenever Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners, voting in the manner provided in the Unit Operating Agreement, shall select a successor Unit Operator; provided, however, that the voting interest of the outgoing Unit Operator shall not be considered for any purpose if such outgoing Unit Operator fails to vote or votes only to succeed itself. Such selection of a successor Unit Operator 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 and Division. If no successor Unit Operator is selected as herein provided, the Commissioner may declare this agreement terminated.

SECTION 9. <u>ACCOUNTING PROVISIONS AND UNIT OPERATING</u> <u>AGREEMENT</u>: Costs and expenses incurred by Unit Operator in conducting Unit Operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with the Unit Operating Agreement. Such Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereunder in conformity with their underlying operating agreements, leases or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating 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 agreement, and in case of any inconsistency or conflict between this agreement and the Unit Operating Agreement, this agreement shall prevail. One true copy of any Unit Operating Agreement executed Pursuant to this Section shall be filed with the Commissioner.

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

SECTION 11. PLAN OF OPERATIONS: It is recognized and agreed by the parties hereto that all of the land subject to this agreement has been reasonably proven to be productive of Unitized Substances in paying quantities or is necessary for Unit Operations and that the object and purpose of this agreement is to formulate and to put into effect a secondary enhanced oil recovery project in order to effect a greater recovery of Unitized Substances, prevent waste and conserve natural resources. The parties hereto agree that the Unit Operator may, subject to the consent and approval of a plan of operation by the Working Interest Owners, the Division and the Commissioner, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil, liquefied petroleum gas, steam and any other substances or a combination of any said substances, whether produced from the Unitized Formation or not. The location of input wells and the rates of injection therein and the rate of production shall be governed by standards of good geological and petroleum engineering practices and conservation methods. Reasonable diligence shall be exercised by Unit Operator in complying with the obligations of any approved plan of operation. The parties hereto, to the extent they have the right so to do, hereby grant Unit Operator the right to use brine or water (or both) produced from any formation underlying the Unit Area for injection into the Unitized Formation; provided, however, that this grant of said right shall not preclude the use of brine or water (or both) produced from any formation other than the Unitized Formation for injection into formations other than the Unitized Formation. After commencement of secondary and or enhanced oil recovery operations, Unit Operator shall furnish the Commissioner and the Division monthly injection and production reports for each well in the Unit. The Working Interest Owners, the Commissioner and the Division shall be furnished periodic reports on the progress of the plan of operation and any revisions or changes thereto necessary to meet changed conditions or to protect the interests of all parties to this agreement; provided, however, that any major revisions of the plan of operation involving a basic deviation from the initial plan of operation shall be subject to the consent and approval of the Working Interest Owners, the Commissioner and Division.

The initial plan of operation shall be filed with the Division and the Commissioner concurrently with the filing of this Unit Agreement for final approval. Reasonable diligence shall be exercised in complying with the obligations of said plan of operation.

Notwithstanding anything to the contrary herein contained, the Unit Operator shall commence, if not already having done so, secondary recovery operations and/or enhanced oil recovery operations on the Unit Area not later than six (6) months after the effective date of this Agreement, or any extension thereof approved by the Commissioner and Division or this Agreement, shall terminate automatically in which latter event the Unit Operator shall notify all interested parties. After such operations are commenced, Unit Operator shall carry on such operations as would a reasonably prudent operator under the same or similar circumstances. SECTION 12. <u>TRACT PARTICIPATION</u>: The percentages of Tract Participation set forth in Exhibit "C" for each Tract within the Unit Area have been calculated and determined in accordance with the following formulas:

Acreage (2.5%) + Last 12 month production (97.5%)

Such percentages of Tract Participation have been calculated upon the basis of all of said Tracts within the Unit Area being committed to this agreement as of the effective date hereof, and such Tract Participation shall govern the allocation of all Unitized Substances produced after the effective date hereof, subject, however, to any revision or revisions of the Unit Area and Exhibit "C" in accordance with the provisions hereof.

In the event less than all of the Tracts are committed hereto as of the effective date hereof Unit Operator shall promptly file with the Commissioner and Division at least two copies of revised Exhibits "B" and "C" setting forth on Exhibit "C" the revised Tract Participations opposite each of the qualified tracts, which shall be calculated by using the tract factors and formula set forth hereinabove, but applying the same only to the qualified Tracts. The revised Exhibits "B" and "C" shall, effective as of the effective date of this agreement, supersede the original Exhibits "B" and "C" attached hereto and shall thereafter govern the allocation of Unitized Substances unless disapproved by the Commissioner and Division within 30 days after filing.

If, subsequent to the effective date of this agreement, any additional tract becomes committed hereto under the provisions of Section 3, Unit Area, or Section 27, Non-joinder and Subsequent Joinder, or any committed tract is excluded herefrom under the provisions of Section 26, Loss of Title, Unit Operator shall revise said Exhibits "B" and "C" or the latest revision thereof to show the new percentage participations of the then committed tracts, which revised exhibit shall, upon its approval by the Commissioner and the Division supersede, as of its effective date, the last previously effective Exhibits "B" and "C". In any such revision of Exhibit "C" the revised percentage participations of the respective tracts listed in the last previously effective Exhibit "C" shall remain in the same ratio one to another.

SECTION 13. <u>TRACTS QUALIFIED FOR UNIT PARTICIPATION</u>: On and after the effective date hereof, the Tracts within the Unit Area that shall be entitled to participate in the production of Unitized Substances therefrom shall be the Tracts within the Unit Area that are qualified as follows:

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

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the working Interest therein have become parties hereto and as to which royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest therein have become parties hereto and, further, as to which:

(i) All Working Interest Owners in any such Tract have joined in a request for the commitment of such Tract to this agreement, and

(ii) Seventy-five percent (75%) of the combined voting interest of Working Interest Owners in all Tracts meeting the requirements of Section 13 (a) hereof have voted in favor of the commitment of such Tract.

For the purposes of this Section 13 (b), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in percent) which its aggregate Unit Participation in all tracts qualifying under Section 13 (a) bears to the total Unit Participation of all Working Interest Owners in all Tracts qualifying under Section 13 (a), as such Unit Participation is determined from the Tract Participation set out in Exhibit "C".

(c)Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest therein have become parties hereto, regardless

of the percentage of Royalty Interest therein which is committed hereto and, further, as to which:

(i) The Working Interest Owner operating any such Tract and all of the other Working Interest Owners in such Tract who have become parties hereto have joined in a request for the commitment of such Tract to this agreement and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other Working Interest Owners in the Unit Area, their successors and assigns, against all claims and demands which may be made by the owners of working interest in such Tract who are not parties hereto and which arise out of the commitment of such Tract to this agreement, and

(ii) Seventy-five percent (75%) of the combined voting interests of Working Interest Owners in all Tracts meeting the requirements of Section 13 (a) and (b) have voted in favor of the commitment of such Tract and acceptance of the indemnity agreement.

For the purpose of this Section 13 (c), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in percent) which its aggregate Unit Participation in all Tracts qualifying under Section 13 (a) and 13 (b) bears to the total Unit Participation of all Working Interest Owners in all Tracts qualifying under Section 13 (a) and 13 (b) as such Unit Participation is determined from the Tract Participations set out in Exhibit "C". Upon the commitment of such a Tract to this agreement, the Unit Participation that would have been attributed to the nonsubscribing owners of the Working Interest in such Tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreements in proportion to their respective Working Interests in the Tract.

SECTION 14. <u>ALLOCATION OF UNITIZED SUBSTANCES</u>: All Unitized Substances produced and saved from the committed Tracts within the Unit Area (less, save and except any part of such Unitizes Substances which is used in conformity with good operating practices on the Unit Area for drilling, operating and other production, development and pressure maintenance purposes, or which is unavoidably lost) shall be apportioned among and allocated to the committed Tracts within the Unit Area in accordance with the Tract Participation shown in Exhibit "C" or any revision thereof. The amount of Unitized Substances so allocated to each Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract), shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

The Unitized Substances allocated to each Tract shall be distributed among or accounted for to the parties hereto entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal force and effect. No Tract committed to this Agreement and qualified for participation as heretofore provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances from such Tract.

If the Working Interest or the Royalty Interest in any Tract is, on or after the effective date hereof, divided with respect to separate parcels or portions of such Tract and owned severally by different persons, the Tract Participations assigned to such Tract shall, in the absence of a recordable instrument executed by all owners and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

The Unitized Substances allocated to each Tract shall be delivered in kind to the respective Working Interest Owners and parties entitled thereto by virtue of the ownership of oil and gas rights therein or by purchase from such owners. Each Working Interest Owner and the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees fit. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose on the Unit Area, provided the same are so constructed, maintained and operated as not to interfere with operations carried on pursuant hereto or with operations upon or with regard to

formations other than the Unitized Formation conducted within the Unit Area. Subject to Section 16, Royalty Settlement, hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party (excepting the State of New Mexico) receiving the same in kind.

If any party fails to take in kind or separately dispose of its proportionate share of Unitized Substances, Unit Operator shall have the right, for the time being and subject to revocation at will by the party owning the share, to purchase for its own account or sell to others such share at not less than the prevailing market price in the area for like production; provided that, all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the party entitled thereto.

Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract or receiving the proceeds therefrom shall be responsible for making payment of all royalty to the parties entitled thereto, and shall indemnify all parties hereto, including Unit Operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances or the proceeds therefrom.

SECTION 15. OIL IN LEASE TANKAGE ON EFFECTIVE DATE: Unit Operator shall make a proper and timely gauge of all lease and other tanks within the Unit Area in order to ascertain the amount of merchantable oil above the pipeline connection in such tanks as of 7:00 A.M. on the effective date hereof. All such oil which has then been produced legally shall be and remain the property of the Working Interest Owner entitled thereto the same as if the Unit had not been formed; and such Working Interest Owner shall promptly remove said oil from the Unit Area. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owner, subject to the payment of all royalty to Royalty Owners under the terms and provisions of the Unit Agreement and any applicable lease or leases and other contracts. All such oil as is in excess of the prior allowable of the well or wells from which the same was produced shall be regarded and treated the same as Unitized Substances produced after the effective date hereof. If, as of the effective date, hereof, any Tract is overproduced with respect to the allowable of the well or wells on the Tract and the amount of such overproduction has been sold or otherwise disposed of, such overproduction shall be regarded and included as a part of the Unitized Substances produced after the effective date hereof and the amount thereof charged to such Tract as having been delivered to the persons entitled to Unitized Substances allocated to such Tract.

SECTION 16. <u>ROYALTY SETTLEMENT</u>: The State of New Mexico and all Royalty Owners who, under existing contracts, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall hereafter be entitled to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty Interests not taken in kind shall be made by Working Interest Owners responsible therefore under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any Royalty due under their leases, except that such Royalty shall be computed in accordance with the terms of this Unit Agreement.

If gas obtained from lands not subject to this Agreement is introduced into the Unitized Formation for use in pressure maintenance, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Commissioner and the Division a like amount of gas, less appropriate deductions for loss from any cause may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not to the products extracted therefrom; provided that such withdrawal shall be pursuant to such conditions and formula as may be prescribed or approved by the Commissioner and Division; provided further, that such right of withdrawal shall terminate on the termination of this agreement. If liquefied petroleum gases obtained from lands or formations not subject to this agreement be injected into the Unitized Formation for the purpose of increasing ultimate recovery, which shall be in conformance with a plan first approved by the Commissioner and Division; part or all of such liquefied petroleum gases may be withdrawn royalty free pursuant to such conditions and formula as may be prescribed or approved by the Commissioner and Division.

Royalty due on account of State lands shall be computed and paid on the basis of all Unitized Substances allocated to such lands.

SECTION 17. <u>RENTAL SETTLEMENT</u>: Rentals or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners responsible therefore under existing contracts, laws and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for payment of any rental or minimum royalty in lieu thereof due under their leases. Rental for lands of the State of New Mexico subject to this agreement shall be paid at the rate specified in the respective leases from the State of New Mexico, or may be paid at the rate specified in the respective leases from the State of New Mexico, or may be reduced or suspended under order of the Commissioner pursuant to applicable laws and regulations.

SECTION 18. <u>CONSERVATION</u>: Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by State laws and regulations. The use of fresh water in waterflood operations is prohibited unless expressly approved by the Commissioner of Public Lands on the basis of excessive technological or financial burden.

SECTION 19. <u>DRAINAGE</u>: The Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from unitized lands by wells on land not subject to this agreement, or, with consent of the Commissioner and pursuant to applicable regulations, pay a fair and reasonable compensatory royalty as determined by the Commissioner.

SECTION 20. <u>LEASES AND CONTRACTS CONFORMED AND EXTENDED</u>: The terms, conditions and provision of all leases, subleases and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Commissioner, as to State leases, shall by his approval hereof or by the approval hereof by his duly authorized representative, does hereby establish, alter, change or revoke the drilling, producing, rental minimum royalty and royalty requirements of State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement. Without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

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

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

(c) Suspension of drilling or producing operations on all unitized land pursuant to direction or consent of the Division and Commissioner or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every Tract of unitized lands.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for oil and gas which by its terms might expire prior to the termination of this

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agreement, is hereby extended beyond any such term so provided therein, so that it shall be continued in full force and effect for and during the terms of this agreement.

(e) Termination of this agreement shall not affect any lease which, pursuant to the terms thereof or any applicable laws shall continue in force and effect thereafter.

(f) Any lease which is made subject to this agreement shall continue in force beyond the term provided therein as to the lands committed hereto as long as such lands remain subject hereto.

(g) Any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto, shall be segregated as to that portion committed and that not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof; provided, however that notwithstanding any of the provisions of this agreement to the contrary, such lease shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in paying quantities on some part of the lands embraced in such lease committed to this agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this agreement, allocated to the portion of the lands covered by such lease committed to this agreement, or at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bonafide drilling, reworking, or secondary recovery operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

SECTION 21. <u>COVENANTS RUN WITH LAND</u>: The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, or acceptable photostatic or certified copy, of the record instrument of transfer; and no assignment or transfer or any Royalty Interest subject hereto shall be binding upon the Working Interest Owner responsible therefore until the first day of the calendar month after said Working Interest Owner is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument of transfer.

SECTION 22. <u>EFFECTIVE DATE AND TERM</u>: This agreement shall become binding upon each party who executes or ratified it as of the date of execution or ratification by such party and shall become effective as of 7:00 A.M. of the first day of the month next following:

(a) The execution or ratification of this agreement and the Unit Operating Agreement by Working Interest Owners having a combined Unit Participation of at least eighty-five percent (85%), and the execution or ratification of this agreement by Royalty Owners owning a combined interest of at least seventy percent (70%) of the Royalty Interest in said Unit Area; and

(b) The approval of this agreement by the Commissioner and the Commission; and

(c) The filing of at least one counterpart of this agreement for record in the office of the County Clerk of Lea County, New Mexico, by the Unit Operator; and

(d) The filing in the office of the County Clerk of Lea County, New Mexico, of a certificate by Unit Operator to the effect that (a), (b) and (c) above have been accomplished, and stating the effective date hereof;

and provided, further, that if (a), (b), (c) and (d) above are not accomplished on or before January 31, 2004, this agreement shall terminate ipso facto on said date (hereinafter called "termination date") and thereafter be of no further force or effect, unless prior thereto this agreement has been executed or ratified by Working Interest Owners having a combined Unit Participation of at least sixty-five percent (65%) and the Working Interest Owners having a combined Unit Participation of at least eighty percent (80%) committed to this agreement have decided to extend said termination date for a period not to exceed one (1) year (hereinafter called "extended termination date"). If said termination date is so extended and (a), (b), (c) and (d) above are not accomplished on or before said extended termination date this agreement shall terminate ipso facto on said extended termination date this agreement shall terminate ipso facto on said extended termination date this agreement shall terminate ipso facto on said extended termination date this agreement shall terminate ipso facto on said extended termination date this agreement shall terminate ipso facto on said extended termination date this agreement shall terminate ipso facto on said extended termination date and thereafter be of no further force or effect.

The term of this agreement shall be for and during the time that Unitized Substances are produced in paying quantities from the Unit Area and as long thereafter as diligent drilling, reworking or other operations (including secondary recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days, and as long thereafter as Unitized Substances are produced as aforesaid, unless sooner terminated by Working Interest Owners in the manner hereinafter provided.

This agreement may be terminated at any time with the approval of the Commissioner by Working Interest Owners having at least ninety percent (90%) Unit Participation, as determined from Exhibit "C". Notice of such termination shall be given by Unit Operator to all parties hereto.

Unit Operator shall within thirty (30) days after the termination date of this agreement, file for record in the office where a counterpart of this agreement is recorded, a certificate to the effect that this agreement has terminated according to its terms and stating further the termination date.

If not otherwise covered by the leases unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit Operations.

SECTION 23. <u>APPEARANCES</u>: Unit Operator shall have the right to appear for or on behalf of any and all interests affected hereby before the Commissioner and the Commission and to appeal from any order issued under the rules and regulations of the Commissioner or the Commission or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Commissioner or the Commission, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceedings.

SECTION 24. <u>NOTICES</u>: All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified 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 or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 25. <u>NO WAIVER OF CERTAIN RIGHTS</u>: Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or rules or regulations issued there under in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive; provided, however, that each party hereto covenants that during the existence of this agreement such party will not resort to any action at law or in equity to partition the Unit Area or the facilities used in the development or operation hereof and to that extent waives the benefits of all laws authorizing such partition.

SECTION 26. LOSS OF TITLE: In the event that any Tract ceases to have sufficient Working Interest Owners committed to this agreement to meet the conditions of Section 13, Tracts Qualified for Unit Participation, because of failure of title of any party hereto, such Tract shall be automatically regarded as not committed to this agreement effective as of 7:00 A.M. on the first day of the calendar month in which the failure of title is finally determined; provided, however, that such Tract shall not be so regarded if said Tract can be requalified for admission under Section 13 within ninety (90) days after the date on which such title failure was finally determined.

If any such Tract cannot be so requalified, Unit Operator shall revise the schedule previously filed with the Commissioner setting forth the Tracts committed hereto, and Unit Operator shall revise Exhibit "C" to show the tracts in the Unit Area that remain committed hereto and the Tract Participation of each of said Tracts, which revised Tract Participation shall be calculated and determined on the basis that the Tract Participation of each of said Tracts shall remain in the same ratio one to the other. Copies of the revised schedule and exhibit shall be filed with the Commissioner and same shall be effective as of 7:00 A.M. on the first day of the calendar month in which such failure of title is finally determined.

If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of such failure shall be governed by the Unit Operating Agreement. If title to a Royalty Interest fails, but the Tract to which it relates remains committed to this agreement, the party whose title failed shall not be entitled to participate hereunder insofar as its participation is based on such lost Royalty Interest.

In the event of a dispute as to the title to any Working Interest or Royalty Interest subject hereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to the State land or leases, no payments of funds due the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the Commissioner to be held as unearned money pending final settlement of title dispute, and then applied as earned or returned in accordance with such final settlement.

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

SECTION 27. <u>NONJOINDER AND SUBSEQUENT JOINDER</u>: As the objective of this Unit Agreement is to have lands in the Unit Area operated and entitled to participation under the terms hereof, it is agreed that, notwithstanding anything else herein, no joinder shall be considered a commitment to this Unit Agreement unless the Tract involved is qualified under Section 13 hereof, Tracts Qualified for Unit Participation. Joinder in the Unit Agreement by a Working Interest Owner, at any time must be accompanied by appropriate joinder to the Unit Operating Agreement in order for the interest to be regarded as effectively committed to this Unit Agreement. Joinder by any owner of a Royalty Interest, at any time must be accompanied by appropriate joinder for the interest to be regarded as effectively committed to this Unit Agreement. Joinder by the owner of the corresponding Working Interest in order for the interest to be regarded as committed hereto.

Any oil or gas interest in the Unitized Formation in lands within the Unit Area not committed hereto prior to final approval of this agreement by the Commissioner may thereafter be committed hereto upon compliance with the applicable provisions of Section 13, Tracts Qualified for Unit Participation, hereof, within a period of two (2) months thereafter, on the same basis of participation as provided for in Section 12, Tract Participation, and set forth in Exhibit "C", by the owner or owners thereof subscribing or consenting in writing to this agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that after two (2) months from the effective date hereof, the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners having a combined Unit Participation of not less than ninety percent (90%), provided that the Tract Participation of each previously committed Tract shall remain in the same ratio one to the other. Such joinder by a Working Interest Owner must be evidenced by its execution or ratification of this Unit Agreement and the Unit Operating Agreement. Such joinder by a Royalty Owner must be evidenced by its execution or ratification of this Unit Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such Royalty Owner. Except as may be otherwise herein provided, subsequent joinders shall be effective at 7:00 A.M. of the first day of the month following the filing with the Commissioner, of duly executed documents necessary to establish effective commitment unless reasonable objection to such joinder by the Commissioner is duly made within sixty (60) days after such filing. Notwithstanding any of the provisions to the contrary, all commitments of State of New Mexico land must be approved by the Commissioner.

SECTION 28. <u>COUNTERPARTS</u>: This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described Unit Area.

SECTION 29. <u>JOINDER COMMITMENT</u>: Execution as herein provided by any party either as a Working Interest Owner or as a Royalty Owner shall commit all interests that may be owned or controlled by such party.

SECTION 30. <u>TAXES</u>: Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the unitized land; provided, however, that if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefore by the parties hereto, including Royalty Owners, who may be responsible for taxes on their respective allocated share of said Unitized Substances. No such taxes shall be charged to the State of New Mexico, or to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.

SECTION 31. <u>PERSONAL PROPERTY EXCEPTED</u>: All lease and well equipment, materials and other facilities heretofore or hereafter place by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the Working Interest Owners. The rights and interest therein as among Working Interest Owners are covered by the Unit Operating Agreement.

SECTION 32. <u>NO PARTNERSHIP</u>: The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

SECTION 33. <u>CORRECTION OF ERRORS</u>: It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical or clerical errors which may exist in the pertinent exhibits to this agreement; provided, however, that correction of any error other than mathematical or clerical shall be made by Unit Operator only after first having obtained approval of Working Interest Owners having a combined Unit Participation of fifty percent (50%) or more and the Commissioner.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the first above written and have set opposite their respective names the date of execution.

OPERATOR: ENERQUEST RESOURCES, LLC

Date: 2-14-03

By: Robert W. Floyd, President Address:

s: P.O. Box 11150 Midland, Texas 79702

WORKING INTEREST OWNERS

EnerQuest Oil & Gas, Ltd. By: EnerQuest Property Management, LLC Sole general partner of EnerQuest Oil & Gas, Ltd.

Date: 2-14-03

By: Robert W. Floyd, President of EnerQuest Property

Management, LLC Address: P.O. Box 11150 Midland, Texas 79702

ATTEST:

By:

Date:

Address:

STATE OF TEXAS § COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 14th day of February, 2003, by Robert W. Floyd, President of EnerQuest Resources, LLC, a Texas limited liability company, on behalf-of said limited liability company.

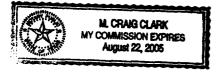
M. CRAIG CLARK COMMISSION EXPIRES August 22, 2005 MV.

NOTARY PUBLIC, STATE OF TEXAS

NOTART FUBLIC, STATE OF TE.

STATE OF TEXAS § COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 14th day of February, 2003, by Robert W. Floyd, President of EnerQuest Property Management, LLC, a Texas limited liability company, as general partner of ENERQUEST OIL & GAS, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



NOTARY PUBLIC, STATE OF TEXAS

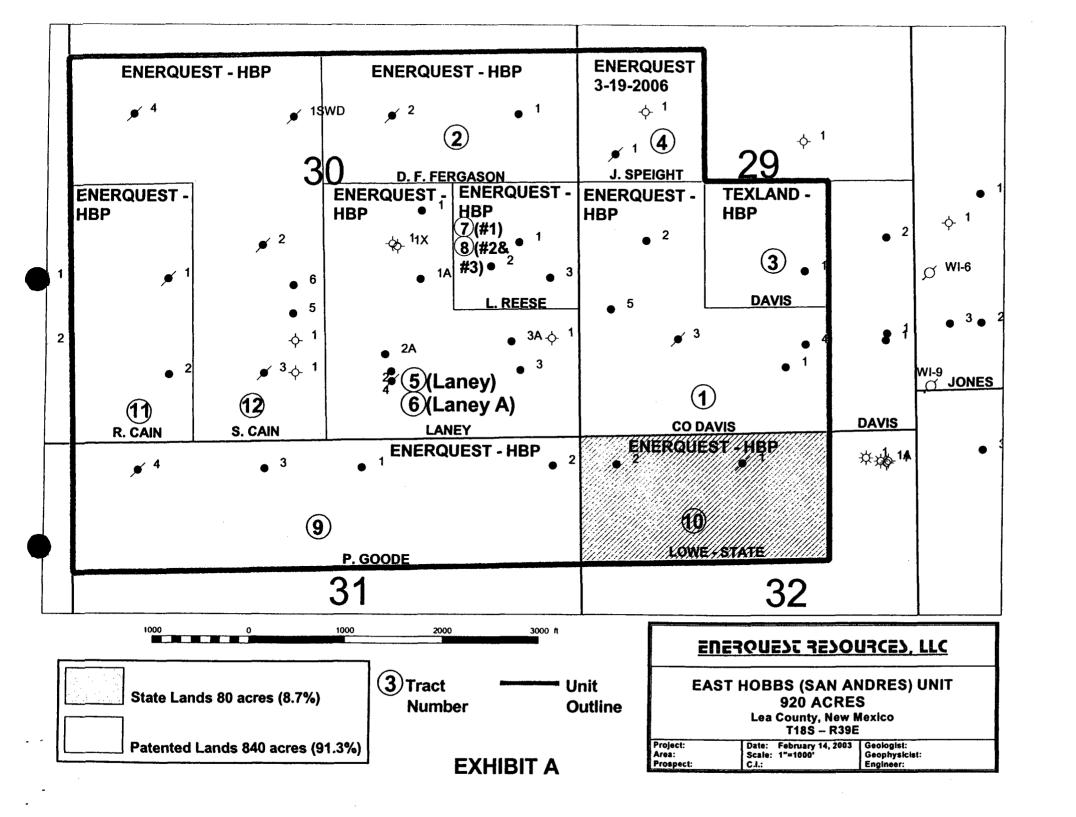


Exhibit "B" Schedule of Ownership of Oil and Gas Interests East Hobbs (San Andres) Unit

				Lea U	ounty, New			<u> </u>	
ct#	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
		of Acres	<u>Status</u>						
	Sec. 29: S/2 SW/4,								
	NW/4 SW/4	120	HBP	Eram Ali	0.00010821			Charter Royalty 94-1 Acq Fund	0.0525000
				Douglas H. Christensen	0.00005411	Douglas H. Christensen		James R. Small	0.0225000
	CARRIE O. DAVIS			Crump Family Partnership Ltd.	0.00114705	Crump Family Partnership Ltd.	0.10467500	Marshall R. Young Oil Company	0.0066666
				Carleton Davis	0.00208400	Dingus Investments, Inc.	0.07241669	George M. Young, Sr.	0.0033333
				Dingus Investments, Inc.	0.00079298	EnerQuest Oil & Gas, Ltd.	0.45659531		
				Donna E. Dyer	0.00312500	Lone Star Oil & Gas	0.00493750		
				Sandra J. Eaton	0.00295150	Parsley Resources, Inc.	0.05069162		
				EnerQuest Oil & Gas, Ltd.		Christopher P. Renaud	0.03517969		
				Gods House of Prayer	0.05833400	Armand Smith, Jr.	0.05069169		
				Virginia Ann Jackson	0.00196800				
				Theodore Johnson Estate	0.00625000				
				Judson Properties, Ltd.	0.00065567				
				LAJ Corporation	0.00065567				
				Dorothy Locastro	0.00062500				
				Lone Star Oil & Gas	0.00005411				
				Elizabeth Love	0.00680500				
				The Martin Living Trust	0.00065566				
				New Mexico Boys and Girls Ranch	0.00208300				
				Mary J. Parker	0.00393400				
				Matthew J. Parsley	0.00068563				
				Sal Ribera	0.01180600				
				Rowley Bros	0.00833400	_			
				Armand Smith, Jr.	0.00068563				
				Sugarberry Land Company	0.00205604				
T				David A. Williams	0.00312500				
				Virginia M. Wingard	0.00295150				
20	Sec. 30: S/2 NE/4	00	HBP	Eram Ali	0.00017414		0.000720.47	Charles Davelle 04 4 Ass Fried	0.0479062
2	JEC. JU. J/2 NE/4			BKKA		FAO Florence Branaman		Charter Royalty 94-1 Acq Fund James R. Small	0.0205312
	D.F. FERGASON								0.0205312
	T.I. FERGAGUN			Roy G. Barton, Jr.		Douglas H. Christensen		Marshall R. Young Oil Company	0.0008854
				Roy G. Barton, Sr & Opal Barton		Crump Family Partnership Ltd.		George M. Young, Sr.	0.0008854
				Clare C. Beall		Dingus Investments, Inc.	0.07142266		+
1		1		Mildred M. Day Bernard	0.00234370	EnerQuest Oil & Gas, Ltd.	0.45032823		1

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				Lea Co	unty, New	Mexico			
Fract #	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
		of Acres	<u>Status</u>						
				Mary Payne Brisbane		Lone Star Oil & Gas	0.00486974		
				Douglas H. Christensen		Parsley Resources, Inc.	0.04999571		
				Dr. Ben M. Colletti		Christopher P. Renaud	0.03469679		
				Genevieve Fergason Colletti		Armand Smith, Jr.	0.04999570		
				Crump Family Partnership Ltd.	0.00153549	FAO Andrew A. Stoudt	0.00625000		•
				Helen A. Dean	0.00152990	FAO Mary E. Wrynn	0.00625000		
				Ivan C. Dean	0.00611980				
				Dingus Investments, Inc.	0.00115430				
				Kenneth L. & Jane E. Edwards	0.00260420				
			· · · · · · · · · · · · · · · · · · ·	Ervin Elsea	0.00130200				
				EnerQuest Oil & Gas, Ltd.	0.00496030				
				Nellie L. Fleming	0.00026041				
				Headington Oil Company, LP	0.00390620				
				Charles Fred Jennings	0.00009766				
				James Roger Jennings	0.00009766				
				Jo Johnson	0.00390630				
				M.H. Lang	0.00039060				
				Jewel Lansing & Annette Lansing J/T	0.00065104				
				Eva Mae Lewis	0.00234370				· · ·
				Lone Star Oil & Gas	0.00007243			-	
				Michelle Martinez	0.00130210				
				Virginia H. Jennings Matthews	0.00006510				
				Margaret Fergason Mauk	0.00998609				
				Elizabeth Jennings McCormick	0.00026041				
1				Margaret Peabody Newkom	0.00065105			· · · · · · · · · · · · · · · · · · ·	
				Kendall B. Niceley	0.00078130				
			······································	Matthew J. Parsley	0.00101060				
				Pecos Bend Royalties, Inc.	0.00039060		1		
	· · · · · · · · · · · · · · · · · · ·		·	Christine Riley	0.00130210				
			······································	Russell T. Rudy	0.00781250				
				Armand Smith, Jr.	0.00101060				
	······································			Sugarberry Land Company	0.00303060				
				Mrs. Harry Titzkowski	0.00156250				
				Wanda K. Vandenbergh	0.00026041				

Exhibit "B" Schedule of Ownership of Oil and Gas Interests East Hobbs (San Andres) Unit

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				Lea Co	unty, New	Mexico			
act#	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	<u>Interest</u>
		of Acres	<u>Status</u>						
				Carolyn Wardwell	0.00458980)			
					l				
3	Sec.29:NW/4 SW/4	40	HBP	Eram Ali	0.00024590			Peggy Pratt Chartier Estate	0.054687
				EnerQuest Oil & Gas, Ltd.		David H. Arrington	0.28586660		
	DAVIS			Carleton Davis		Bruce D. Brockman	0.00142933		
				Dingus Investments, Inc.	0.00077880	Michael E. Chapman	0.00142933		
				Donna E. Dyer	0.00312500	Keith W. Davis	0.00571733		
				Sandra J. Eaton	0.00295150	Dingus Investments, Inc.	0.03937497		
	and the second of the second o			Gods House of Prayer	0.05833330	EnerQuest Oil & Gas, Ltd.	0.16366462		
			· · · · · · · · · · · · · · · · · · ·	Virginia Ann Jackson		JMA Oil Properties, Ltd.	0.01429333		
				Theodore R. Johnson Estate		Sydney E. Niblo	0.00571733		
				Judson Properties, Ltd.		Parsley Resources, Inc.	0.01966262		
			······································	LAJ Corporation		W.F. Pendleton	0.00571733		
+- 				Dorothy L. Locastro	0.00062500	Gary Phillips	0.00142933		
				Elizabeth N. Love		Armand Smith, Jr.	0.01966262		
			·······	The Martin Living Trust	0.00065590	Gordon E. Sommers	0.00571733		
	······································			New Mexico Boys and Girls Ranch	0.00208340	Texland Limited Partnership, I	0.24155728		
			·	Mary Parker		H.C. Zachry	0.00285867		
	······································			Matthew J. Parsley	0.00077890				
۰۰ ۰۰				Salvatore Ribera	0.01180560	A CONTRACT OF A			
				Rowley Bros.	0.00833340				
				Armand Smith, Jr.	0.00077890	a and a second			
				Sugarberry Land Company	0.00233650				
				David A. Williams	0.00312500	and a second	+		
			······································	Virginia M. Wingard	0.00295130	and a second			
·			· · · · · · · · · · · · · · · · · · ·	Virginia IV. VVirgard	0.00200100		-		
4	Sec.29:SW/4 NW/4	40	Expires 3/19/06	June D. Speight	0.10156250	Eram Ali	0.01199010		
·				Ellis Carl Browning & Evelyn Browning		Douglas H. Christensen	0.00364775		
	JUNE SPEIGHT		· · · · · · · · · · · · · · · · · · ·	Vera Browning Stephens	0.00954861	Crump Family Partnership Ltd.	0.03575078		
				Nelda Charlene Browning		Dingus Investments, Inc.	0.08048336		
- +			······································	Nancy L. Willman, Trustee		EnerQuest Oil & Gas, Ltd.	0.42030482		
				Grady Hicks		Lone Star Oil & Gas	0.00364775		
• • • • • • • • • • • • • • • • • • • •				Deborah A. Smith		Parsley Resources, Inc.	0.04748330		

				Lea	County, New	Mexico			<u> </u>
ract#	Description of Land	Number of Acres		Royalty Ownership	<u>Interest</u>	Working Interest	<u>Interest</u>	Overriding Royalty	Interest
	······	}		Linda Browning Kinman	0.00318287	Christopher P. Renaud	0.02650802		
				Rex Taylor Browning	0.00318287	Armand Smith, Jr.	0.05228800		
				William John Nolan	0.02343750	Anne Key Davis	0.02019990		
	i i i i i i i i i i i i i i i i i i i			Jane Harris	0.02083334	Hugh B. Key, II	0.01552172		
						Julie Ann Hopkins Trust	0.00776089		
	a na annana ann an ann an ann an ann an					Kite Royalty, LLC	0.01381118		
						Mark Collver Hopkins Trust	0.01009999		
	ningen för som nederlike storer i andere som som att samme					White Star Royalty Co., LLC	0.00638872		
						Murray E. Helmers	0.04098872		
	Sec. 30: NW/4 SE/4, S/2 SE/4	60	HBP	Crump Family Partnership Ltd.	0.00106761	Crump Family Partnership Ltd.	0.07842910		
· · · - 4	5/2 5L/4	00				Lois Sherrerd Clements Trust	0.00607639		
				Jana Sue Barry, ssp Ro Jean Booth	· · · · · · · · · · · · · · · · · · ·		0.00151910		
			· ·			Nancy Hershberger	0.02221680		
	· ····· · · · · · · · · · · · · · · ·			Claudine Bradley, ssp		Julie Ann Hopkins Trust	0.02221680		
······				Ruth Fosberg, ssp		Mark Collver Hopkins Trust			
				Mary Virginia Gibbs		Hugh B. Key, II, ssp	0.04443360		
	۱ ۱۰۰۰ ۲۰۰۰ میں موجود میں ۲۰۰۰ ۲۰۰۰			Velma E. Gilmer		Carolyn V. Larson	0.00151910		
				Julie Ann Hopkins Trust		Virginia G. Olincy Oil Trust	0.01822917		
	······································		· · · · · · · · · · · · · · · · · · ·	Mark Collver Hopkins Trust	· · · · · · · · · · · · · · · · · · ·	Marie Urfer Stinnett	0.00303820		· · ·
				Hugh B. Key, II, ssp		Anne Key Davis	0.04443360		
				N. Duane & Dorthea L.J. Laney Revocable Trust	0.00023872	Urfer Family Trust Dated 4/28/99	0.00303820		
			· · · · · · · · · · · · · · · · · · ·	Vera N. Laney, ssp	0.02864583	Robert Gordon Van Vranken, Jr.	0.00151910		
				A. Jeanette Laney Trust		James F. Van Vranken	0.00151910		
	• • • • • • • • • • • • • • • • • • •			Anna Lois Lynch		Dingus Investments, Inc.	0.05570290		
				Loyce M. Matthews Trust		Douglas H. Christensen	0.00375645		
+-				P.T. Matthews Trust	0.00477430		0.00751289	. <u> </u>	
				Rev. Ray D. Pinson	Contraction in the local division of the loc	Armand Smith, Jr.	0.03853191		
				Reta Joyce Stone		Christopher P. Renaud	0.02756735		
1				Anne Key Davis		Kite Royalty Co., LLC	0.04443360		
			• • • • • • • • • • • • • • • • • • •	Dingus Investments, Inc.		EnerQuest Oil & Gas, Ltd.	0.34724354		
F				Douglas H. Christensen		Parsley Resources, Inc.	0.03853191		
	·····			Eram Ali		Artamyse Watts Oil, Ltd.	0.05977475		

				Lea C	ounty, New	Mexico		<u> </u>	
<u>ict #</u>	Description of Land		<u>Serial #, Lease</u> Statu <u>s</u>	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
				Armand Smith, Jr.	0.00097538	Lone Star Oil & Gas	0.00375645		
				Matthew J. Parsley	0.00097538		1		
				Evelyn M. Laney	0.00954861				
			· · · · · · · · · · · · · · · · · · ·	Sugarberry Land Company	0.00352686				
1				Kite Royalty Co., LLC	0.00110832				
ļ				Viersen Oil & Gas Co.	0.00886657				
				EnerQuest Oil & Gas, Ltd.	0.00567221				
				Artamyse Watts Oil, Ltd.	0.00136409				
				Lone Star Oil & Gas	0.00009280				
6	Sec. 30: NW/4 SE/4,		Mar (an 1 - Angentia 1997) - Mariana a Malikalia (an						
	S/2 SE/4	60	HBP	Eram Ali	0.00018563	Eram Ali	0.01396442	Artamyse Watts Oil, Ltd.	0.008539
				Jana Sue Barry, ssp	0.00023872	Douglas H. Christensen	0.00698220		
	LANEY A			Ro Jean Booth	0.00525174	Lois Sherrerd Clements Trust	0.00958602		
				Claudine Bradley, ssp		Anne Key Davis, ssp	0.04443360		1
				Douglas H. Christensen	0.00009281	Anne Key Davis	0.02566502		
				Crump Family Partnership Ltd.		Dingus Investments, Inc.	0.08978358		
				Anne Key Davis, ssp	0.00110832	EnerQuest Oil & Gas, Ltd.	0.25485461		
				Dingus Investments, Inc.	0.00136124	Nancy Hershberger	0.00239653		
				EnerQuest Oil & Gas, Ltd.		Julie Ann Hopkins Trust	0.02221680		
				Ruth Fosberg, ssp		Mark Collver Hopkins Trust	0.03504936		
				Mary Virginia Gibbs	0.00477431	Hugh B. Key, II, ssp	0.04443360		
				Velma E. Gilmer Trust	0.02005208	Kite Royalty Co., LLC	0.03504933		
				Julie Ann Hopkins Trust	0.00055416	Carolyn V. Larson	0.00239653		
				Mark Collver Hopkins Trust	0.00055416	Lone Star Oil & Gas	0.00698221		
				Hugh B. Key, II, ssp	0.00110832	Virginia G. Olincy Oil Trust	0.02875825		
				Kite Royalty Co., LLC	0.00055416	Parsley Resources, Inc.	0.07161998		
Ī				A. Jeanette Laney Trust	0.00572917	Christopher P. Renaud	0.05124011		
				N. Duane & Dorthea L.J. Laney	0.00023872	Armand Smith, Jr.	0.07162009		
				Revocable Trust					
				Evelyn M. Laney	0.00954861	Marie Urfer Stinnett	0.00479306		
				Vera N. Laney, ssp	0.02864583	Urfer Family Trust dated 4/28/99	0.00479306		
				Lone Star Oil & Gas		James F. Van Vranken	0.00239653		
				Anna Lois Lynch Revocable Trust	0.00477431	Robert Gordon Van Vranken, Jr.	0.00239653		

					unty, New				
<u>t#</u> D	Description of Land	Number of Acres		Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
	· · · · · · · · · · · · · · ·			Loyce M. Matthews Trust	0.00477430	White Star Royalty Co., LLC	0.03504933		
	······································			P.T. Matthews Trust	0.00477430				
			· · · · · · · · · · · · · · · · · · ·	Matthew J. Parsley	0.00097538				
				Rev. Ray D. Pinson	0.00525174				
				Armand Smith, Jr.	0.00097538				
			· · · · · · · · · · · · · · · · · · ·	Rita Joyce Stone, ssp	0.00023872				
				Sugarberry Land Company	0.00352686				
				Viersen Oil & Gas Co.	0.00886657				
				Artamyse Watts Oil, Ltd.	0.00136409				1
				White Star Royalty Co., LLC	0.00055416				
7 S	ec. 30: NE/4 SE/4	13.33	HBP	Texas Land & Royalty Company, Ltd.	0.06007948	Eram Ali	0.01187943	Fisher Family Partnership	0.005859
				Armand Smith, Jr.		Dingus Investments, Inc.		Ring Investments Corp.	0.007031
L	ANEY REESE 1			Christopher P. Renaud		EnerQuest Oil & Gas, Ltd.		Sophie Gimbel Estate	0.001562
				Reese Minerals Limited Partnership	and the second sec	Christopher P. Renaud		Jill A. Roberts Rev. Trust dated 10/27/83	0.002685
				Caprock Minerals, LLC	0.00173611	Parsley Resources, Inc.	0.03224288	Susan A. Unterberg	0.002685
				Laurie Juanita Scott		Armand Smith, Jr.		Jill A. Roberts Trust U/A IX A. Appleman Trust	0.002685
				Angela Marie Reese	0.00173611	Douglas H. Christensen	0.00160060	Susan A. Unterberg Trust U/A IX A. Appleman Trust	0.002685
			······	Irene Investments, Inc.	0.00260417	Murray E. Helmers	0.11374800	Peter J. Gould	0.001953
			· · · · · · · · · · · · · · · · · · ·	Ann Hooper Taylor		George R. Kravis II Trust	0.08271484	Texas Land & Royalty Company, Ltd.	0.026383
				Colleen G.M. Wallace	0.00260417	The Raymond and Bessie Kravis Foundation	0.06767578	Armand Smith, Jr.	0.003178
				Dingus Investments, Inc.	0.00643249	Lone Star Oil & Gas	0.00160060	Christopher P. Renaud	0.00159
				Douglas H. Christensen	0.00028643			Dingus Investments, Inc.	0.00490
				Eram Ali	0.00096123			Douglas H. Christensen	0.00021
				Lone Star Oil & Gas	0.00028643			Eram Ali	0.00073
	· · · · · · · ·			Parsley Resources, Inc.	0.00208510			Lone Star Oil & Gas	0.00021
								Parsley Resources, Inc.	0.00158
8 Se	ec. 30: NE/4 SE/4	26.67	HBP	Texas Land & Royalty Company, Ltd.	0.06007948	Fram Ali	0.01537064	Fisher Family Partnership	0.005859

		<u> </u>	T	Lea Co	oynty, New I	Mexico		1	1
<u>ct #</u>	Description of Land	Number of Acres	<u>Serial #, Lease</u> Status	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
				Armand Smith, Jr.	0.00417020	Dingus Investments, Inc.	0.09930025	Ring Investments Corp.	0.0070312
	LANEY REESE 2&3			Christopher P. Renaud	0.00208753	EnerQuest Oil & Gas, Ltd.	0.45677948	Sophie Gimbel Estate	0.0015625
				Reese Minerals Limited Partnership	0.03125000	Christopher P. Renaud	0.01166544	Jill A. Roberts Rev. Trust dated 10/27/83	0.0026855
				Caprock Minerals, LLC	0.00173611	Parsley Resources, Inc.	0.04328908	Susan A. Unterberg	0.0026855
				Laurie Juanita Scott	0.00347222	Armand Smith, Jr.	0.05494095	Jill A. Roberts Trust U/A IX A. Appleman Trust	0.0026855
				Angela Marie Reese		Douglas H. Christensen		Susan A. Unterberg Trust U/A IX A. Appleman Trust	0.0026855
				Irene Investments, Inc.	0.00260417	Lone Star Oil & Gas	0.00160060	George R. Kravis II Trust	0.0059082
				Ann Hooper Taylor	0.00520833	Murray E. Helmers	0.11374800	The Raymond and Bessie Kravis Foundation	0.0048339
				Colleen G.M. Wallace	0.00260417			Peter J. Gould	0.0019531
				Dingus Investments, Inc.	0.00643249			Texas Land & Royalty Company, Ltd.	0.0263837
				Douglas H. Christensen	0.00028643			Armand Smith, Jr.	0.0031784
				Eram Ali	0.00096123			Christopher P. Renaud	0.0015910
				Lone Star Oil & Gas	0.00028643			Dingus Investments, Inc.	0.0049026
				Parsley Resources, Inc.	0.00208510			Douglas H. Christensen	0.0002183
								Eram Ali	0.0007326
								Lone Star Oil & Gas	0.0002183
								Parsley Resources, Inc.	0.0015892
9 \$	Sec. 31: N/2 N/2	160	HBP	Elmer R. Beebe	0.01093750			Sapphire Royalties, Inc.	0.0025000
				Norma L. Beebe	0.01093750	Douglas H. Christensen	0.00526787	Andrews Royalty, Inc.	0.0011250
1	PEARL GOODE			Kathrine Bingham	0.01093750	Crump Family Partnership Ltd.	0.11167886	Bandera Minerals, III LLC	0.0025000
1				Culroy P/A		Dingus Investments, Inc.	0.07726212	Lowell Deckert Estate	0.0100000
				Keith Pratt Daniels	0.00585937	EnerQuest Oil & Gas, Ltd.	0.48714058	Llano Production Company	0.0007109
				Arnold Dunn	0.01093750	Lone Star Oil & Gas	0.00526787	Magnolia Royalty Company, Inc.	0.0025000
				Pearline R. Elrod		Parsley Resources, Inc.		Morgan Capital Group, Inc.	0.0025000
				Sherri Faye Halliburton & David Vincent Halliburton J/T		Christopher P. Renaud	•	Daniel M. Alexander & Padgett Alexander Revocable Trust	0.0100000
				Carl & Cybil Lee	0.00195313	Armand Smith, Jr.	0.05408637	James R. Small	0.0003046
		·······		McCaig Family Partnership	0.00065098				

Exhibit "B" Schedule of Ownership of Oil and Gas Interests East Hobbs (San Andres) Unit

	An on a second				unty, New				
<u>act #</u>	Description of Land			Royalty Ownership	<u>Interest</u>	Working Interest	<u>Interest</u>	Overriding Royalty	<u>Interest</u>
	·····	of Acres	<u>Status</u>		0.00724275				·
	· · · · · · · · · · · · · · · · · · ·			Lajuan Miles	0.02734375				+
	·····			Lynda Pratt Rast	0.00585937				
10	Sec. 32: N/2 NW/4	80	HBP	State of New Mexico	0.12500000	Eram Ali	0.00987500	Jim A. Dawson	0.0000500
						Douglas H. Christensen		Llano Production Company	0.0262000
	LOWE STATE		francis, 1998 - 1997, 1997 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 		·	Crump Family Partnership Ltd.		Lowe Partners, LP	0.042500
						Dingus Investments, Inc.		James R. Small	0.011250
	·····					EnerQuest Oil & Gas, Ltd.		Marshall R. Young Oil Company	0.0033333
					··· ··································	Lone Star Oil & Gas		George M. Young, Sr.	0.0016666
	Andrew i in constantanti, til provinsione of the					Parsley Resources, Inc.	0.05069162		
· · · · · · · · · · · · · · · · · · ·	The second s				· · · · · · · · · · · · · · · · · · ·	Christopher P. Renaud	0.03517969		
	·····					Armand Smith, Jr.	0.05069169		
- 11	Sec. 30: W/2 SW/4	80	HBP	Fleischaker Mineral Company LLC	0.02083374	Fram Ali	0.00087500	Charter Royalty 94-1 Acq Fund	0.0306250
	060. 00. 11/2 01/14	00	nor	Rocket Oil & Gas Co Ltd Partnership		Douglas H. Christensen		James R. Small	0.0131250
	ROCKET CAIN			Stanley H. Singer Revocable Trust		Crump Family Partnership Ltd.		Marshall R. Young Oil Company	0.00666666
				Teton Properties, LLC		Dingus Investments, Inc.		George M. Young, Sr.	0.0033333
····		• •		Three M Oil Company		EnerQuest Oil & Gas, Ltd.	0.45659531	George M. Tourig, Gr.	0.0000000
				Thee M On Company	0.01302300	Lone Star Oil & Gas	0.00493750		• • • • • • • • • • • •
						Parsley Resources, Inc.	0.05069162		
			······			Christopher P. Renaud	0.03517969		-+
						Armand Smith, Jr.	0.05069169		
+ 	· · · · · · · · · · · · · · · · · · ·								······································
	Sec. 30: E/2 SW/4,								
	S/2 NW/4	160	HBP	Marjorie H. Augustine	0.00979170		0.01029284	· · · · · · · · · · · · · · · · · · ·	
				Jeannine H. Byron		Douglas H. Christensen	0.00514643		
	SAMUEL CAIN			Roy Lee Wright Cain Trust u/t/a/d 10/6/90	0.02937500	Crump Family Partnership Ltd.	0.10910434		
				Beverly V. Cox	0.00833330	Dingus Investments, Inc.	0.07548096		
				Nancy Iola Henry		EnerQuest Oil & Gas, Ltd.	0.47591338		
			······································	Jerry & Margaret Hooper	0.00694440	Lone Star Oil & Gas	0.00514643		
			n na an	Jimmy Joe & Lynne Hooper	0.00694440	Parsley Resources, Inc.	0.05283810		
				William C. Humble		Christopher P. Renaud	0.03666832		I.
				Lora Mae Rawlings	0.01101560	Armand Smith, Jr.	0.05283810		1

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Exhibit "B" Schedule of Ownership of Oil and Gas Interests East Hobbs (San Andres) Unit

			Lea	County, New I	viexico			
Tract #	Description of Land Num of A	ber <u>Serial #, Lease</u> cres Status	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
			Jill A. Roberts Revocable Trust	0.00781250				
			Lavita Joy Sullivan	0.01305560				
			Susan Unterberg	0.00781250				

EXHIBIT "C" Schedule of Tract Participation East Hobbs (San Andres) Unit Lea County, New Mexico

	,			<u>Tract</u>
<u>Tract #</u>	Description	Lease Name	<u>Acreage</u>	Participation Factor
1	S/2 SW/4, NW/4 SW/4 Section 29, T-18-S, R-39-E	Carrie O. Davis	120	15.204311
2	S/2 NE/4 Section 30, T-18-S, R-39-E	D.F. Fergason	80	0.857979
3	NE/4 SW/4 Section 29, T-18-S, R-39-E	Zachary Davis	40	1.473563
4	SW/4 NW/4 Section 29, T-18-S, R-39-E	June Speight	40	0.108696
5	NW/4 SE/4, S/2 SE/4 Section 30, T-18-S, R-39-E	Laney	60	18.322423
6	NW/4 SE/4, S/2 SE/4 Section 30, T-18-S, R-39-E	Laney A	60	19.993114
7	NE/4 SE/4 Section 30, T-18-S, R-39-E	Laney Reese #1	13.33	1.822673
8	NE/4 SE/4 Section 30, T-18-S, R-39-E	Laney Reese #2 & #3	26.67	36.944219
9	N/2 N/2 Section 31, T-18-S, R-39-E	Pearl Goode	160	2.473871
10	N/2 NW/4 Section 32, T-18-S, R-39-E	Ralph Lowe State	80	0.415278
11	W/2 SW/4 Section 30, T-18-S, R-39-E	Rocket Cain	80	0.330804
12	E/2 SW/4, S/2 NW/4 Section 30, T-18-S, R-39-E	Samuel Cain	160	2.053069
		TOTALS	920	100.000000

UNIT OPERATING AGREEMENT

FOR THE

EAST HOBBS (SAN ANDRES) UNIT

LEA COUNTY, NEW MEXICO

EXHIBIT C

BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case No. <u>13041/13042</u> Exhibit No. 4 Submitted by: <u>ENERQUEST RESOURCES, L.L.C.</u> Hearing Date: <u>March 27, 2003</u>

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		Unit Operator	

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UNIT OPERATING AGREEMENT

FOR THE

EAST HOBBS (SAN ANDRES) UNIT

LEA COUNTY, NEW MEXICO

THIS AGREEMENT ("this agreement" or "this Operating Agreement"), entered into as of the 14th day of February 2003, by the parties who have signed the original of this instrument, a counterpart thereof or other instrument agreeing to be bound by the provisions hereof;

WITNESSETH:

WHEREAS, the parties hereto as Working Interest Owners have executed, as of the date hereof, an agreement entitled, "Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico" (the "Unit Agreement"), which among other things, provides for a separate agreement to be entered into by Working Interest Owners to provide for the development and operation of the Unit Area as therein defined;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, it is agreed as follows:

ARTICLE 1 CONFIRMATION OF UNIT AGREEMENT AND DEFINITIONS

1.1 <u>Confirmation of Unit Agreement.</u> The Unit Agreement is hereby confirmed and by reference made a part of this agreement. If there is any conflict between the Unit Agreement and this agreement, the Unit Agreement shall govern.

1.2 <u>Definitions.</u> The definitions contained in the Unit Agreement are adopted for all purposes of this agreement. The words, terms and phrases used in this Agreement are written to convey the most common industry meaning or understanding, but shall also be construed to mean the plural if written in the singular and vice versa. In addition, the following terms, when used herein, shall have the following meanings:

1.2.1 <u>Person</u> is defined as any individual, corporation, partnership, common law or statutory trust, association of any kind, the State of New Mexico or any subdivision or agency thereof acting in a proprietary capacity, guardian, executor, administrator, fiduciary of any kind, or any entity capable of holding an interest in the Unit Area.

1.2.2 <u>Oil and Gas Rights</u> are the rights to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

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

1.2.4 <u>Unit Expense</u> is all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Agreement for or on account of Unit Operations.

1.2.5 <u>Unit Operations</u> are all operations conducted pursuant to this Agreement and the Unit Agreement.

1.2.6 <u>Unit Operator</u> is the party designated by Working Interest Owners under this Agreement to conduct Unit Operations.

ARTICLE 2 EXHIBITS

2.1 <u>Exhibits.</u> The following exhibits are incorporated herein by reference:

2.1.1 Exhibits "A", "B" and "C" of the Unit Agreement.

2.1.2 Exhibit D attached hereto is a schedule showing the percentage of total Unit Participation attributable to each Working Interest Owner in each Tract. Exhibit "D", or revisions thereof, shall not be conclusive as to the information therein, except it may be used as showing the Unit Participation of the Working Interest Owners for purposes of this agreement until shown to be in error or as revised as herein authorized.

2.1.3 Exhibit "E", attached hereto, is the Accounting Procedure applicable to Unit Operations. If there is any conflict between this agreement and Exhibit "E", this agreement shall govern.

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

2.1.5 Exhibit "G", attached hereto, contains an inventory of wells, equipment and other personal property to be utilized in Unit Operations and a pricing of such material.

2.2 <u>Revision of Exhibits.</u> Whenever Exhibits "A", "B" and "C" are revised, Exhibit "D" shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise the Exhibit "D" from time to time, as required, to conform to changes in ownership of which Unit Operator has been notified as provided in the Unit Agreement.

2.3 <u>Reference to Exhibits.</u> Whenever reference is made herein to an exhibit, it is to the exhibit as originally attached, or if revised, to the last revision.

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 <u>Overall Supervision</u>. Working Interest Owners shall exercise overall supervision and control of all matters pertaining to Unit Operations conducted pursuant to this agreement and the Unit Agreement. In the exercise of such authority, each Working Interest Owner shall act solely in its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.

3.2 <u>Specific Authorities and Duties.</u> The matters with respect to which the Working Interest Owners shall decide and take action shall include, but not be limited to, the following:

3.2.1 <u>Method of Operation</u>. The method of operation, including any type of pressure maintenance, enhanced recovery or other recovery program to be employed.

3.2.2 <u>Drilling and Recompletion of Wells.</u> The drilling, deepening or plugging back of any well whether for production of Unitized Substances, for use as an injection well, or for other purposes.

3.2.3 <u>Well Recompletion and Change of Status.</u> The recompletion, abandonment or change of status of any well, or the use of any well for injection or other purposes.

3.2.4 <u>Unit Operator's Tools and Equipment.</u> The use by Unit Operator of its own tools and equipment in the drilling of a well or in any other operation in which drilling equipment is required.

3.2.5 <u>Expenditures.</u> The making of any single expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00); provided that, approval by Working Interest Owners of the drilling, reworking, deepening or plugging back of any well shall include approval of all necessary expenditures required therefore, and for completing, testing and equipping the same including necessary flow lines, separators and lease tankage. 3.2.6 <u>Disposition of Unit Equipment</u>. The selling or otherwise disposing of any major item of surplus Unit Equipment, if the current list price of new equipment similar thereto is in excess of Ten Thousand Dollars (\$10,000.00).

3.2.7 <u>Appearance Before a Court or Regulatory Agency.</u> The designating of a representative to appear before any court or regulatory agency in matters pertaining to Unit Operations; and shall be made in accordance with Article 4, Paragraph 4.3.2; provided that, such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf, at its expense.

3.2.8 <u>Audits.</u> The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder, provided that the audits shall:

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

(b) Be made upon the approval of sixty percent (60%) or more of the Unit Participation interests of the Working Interest Owners, after excluding the Unit Participation interest of the Unit Operator, voting in the affirmative, at the expense of all Working Interest Owners, other than the Working Interest Owner designated as Unit Operator; and

(c) Be made upon not less than thirty (30) days written notice to Unit Operator and in accordance with guidelines established by the Council of Petroleum Accountants Societies.

3.2.9 Inventories. Taking of periodic inventories under the terms of Exhibit "E".

3.2.10 <u>Technical Services</u>. The authorizing of charges to the joint account for services by consultants or Unit Operator's technical personnel not covered by the charges provided by Exhibit "E".

3.2.11 <u>Assignments to Committees.</u> The appointment of committees to study any problems in connection with Unit Operations.

3.2.12 <u>Removal of Unit Operator</u>. The removal of Unit Operator and the selection of a successor as provided in the Unit Agreement.

3.2.13 <u>Changes and Amendments.</u> The changing of the Unit Area or the amending of this agreement or the Unit Agreement as provided by the Unit Agreement.

3.2.14 <u>Investment Adjustment</u>. The adjustment and readjustment of investments.

3.2.15 <u>Termination of Unit Agreement.</u> The termination of the Unit Agreement as provided therein.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 <u>Designation of Representatives.</u> Each Working Interest Owner shall in writing inform Unit Operator of the names and addresses of the representative and alternate who are authorized to represent and bind such Working Interest Owner with respect to Unit Operations. The representative or alternate may be changed from time to time by written notice to Unit Operator.

4.2 <u>Meetings.</u> All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one (1) or more of the Working Interest Owners having a total Unit Participation of not less than ten percent (10%). No meeting shall be called less than fourteen (14) days advance written notice. The Owner requesting the meeting shall prepare an agenda outlining the topics to be discussed at the proposed meeting and attach it to the notice requesting the meeting. Working Interest Owners who attend the meeting shall not be prevented from adding to or amending items on the agenda or from acting upon the amended items or other added items presented at the meeting. The representative of the Unit Operator shall be chairman of each meeting. The Unit Operator will prepare and furnish minutes of all meetings to the Working Interest Owners. 4.3 <u>Voting Procedure</u>. Working Interest Owners shall decide all matters coming before them as follows:

4.3.1 <u>Voting Interest.</u> Each Working Interest Owner shall have a voting interest equal to its Unit Participation.

4.3.2 <u>Vote Required - Generally.</u> Unless otherwise provided herein or in the Unit Agreement, all matters shall be decided by an affirmative vote of two-thirds or more voting interest; provided that, should any one Working Interest Owner have more than two-thirds of the voting interest, its vote must be supported by the vote of one (1) or more Working Interest Owners; provided, further however, that the negative vote of any one Working Interest Owner having more than one-third (1/3) but less than one-half (1/2) of such voting interest shall not defeat a motion or measure, unless such owner is joined by the negative vote of one or more other Working Interest Owners.

4.3.3 <u>Vote at Meeting by Non-Attending Working Interest Owner</u>. Any Working Interest Owner who is not represented at a meeting may vote by letter, fax or telegram addressed to the representative of the Unit Operator, if its vote is received prior to the vote on the item. Such vote will not be counted with respect to any item on the agenda which is amended at the meeting.

4.3.4 <u>Poll Votes.</u> Working Interest Owners may vote by letter, fax or telegram on any matter submitted in writing to all Working Interest Owners. If a meeting is not requested, as provided in Section 4.2, within fourteen (14) days after a written proposal is sent to Working Interest Owners, the vote taken by letter or telegram shall control. Failure to vote within the time prescribed by the Unit Operator, which shall be no less than fourteen (14) days after receipt of such matter, shall be deemed to be a positive vote with respect to the proposal. Unit Operator shall give prompt notice of the results of such voting to each Working Interest Owner.

4.3.5 <u>Binding Effect of Vote.</u> All Working Interest Owners shall be bound for their proportionate share of all costs and expenses of Unit Operations approved by the Working Interest Owners by the vote required herein.

ARTICLE 5

INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

5.1 <u>Reservation of Rights.</u> Working Interest Owners severally reserve to themselves all their rights, except as otherwise provided in this agreement and the Unit Agreement.

5.2 <u>Specific Rights.</u> Each Working Interest Owner shall have, among others, the following specific rights:

5.2.1 <u>Access to Unit Area.</u> Access to the Unit Area at all reasonable times at Working Interest Owner's sole risk and expense to inspect Unit Operations, all wells, and the records and data pertaining thereto.

5.2.2 <u>Reports.</u> The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports and all other information pertaining to Unit Operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged to the Working Interest Owner who requests the information.

5.3 <u>Taking Unitized Substances in Kind.</u> The Unitized Substances allocated to each Tract shall be taken in kind by the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such parties shall have the right at their sole cost and expense, to construct, maintain and operate within the Unit Area all necessary facilities for that purpose, provided that they are so constructed, maintained and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the receiving party. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose working interest is subject to such Royalty Interest shall be entitled to take in kind such share of Unitized Substances. 5.4 <u>Failure to Take in Kind.</u> If any party fails to take in kind or separately dispose of such party's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the party owning the share and giving Unit Operator thirty (30) days written notice thereof, to purchase such share for its own account or to sell to others, at the same market value realized by Unit Operator. However, should Unit Operator's purchaser of Unitized Substances be an affiliate, such party's share of Unitized Substances shall be purchased by Unit Operator or sold, unless otherwise agreed to in writing, at an equivalent price to the best price obtainable in the area for such production from an independent purchaser. The intent of the parties is to keep the production and the sale of Unitized Substances balanced at all times. Contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one (1) year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid in accordance with the Unit Agreement and applicable laws and regulations.

5.5 <u>No Sharing of Market.</u> Nothing herein shall be construed to provide directly or indirectly for any cooperative refining, joining sale or marketing of Unit Production.

ARTICLE 6 UNIT OPERATOR

6.1 <u>Initial Unit Operator</u>. EnerQuest Resources, LLC is hereby designated Unit Operator.

ARTICLE 7 AUTHORITIES AND DUTIES OF UNIT OPERATOR

7.1 <u>Exclusive Right to Operate Unit.</u> Subject to the provisions of this agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations. Notwithstanding anything contained herein or in the Unit Agreement to the contrary, Unit Operator shall not be deemed to be a fiduciary on behalf of Working Interest Owners or have the duties and responsibilities associated with a fiduciary or agency relationship. In its performance of services hereunder for Working Interest Owners, the Unit Operator shall act in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. The conduct of Unit Operator shall comply with Article 7.2 below but as noted above shall not give rise to any fiduciary relationship or duties.

7.2 Workmanlike Conduct. Unit Operator shall conduct Unit Operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them informed of all matters which Unit Operator, in the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for damages caused by its operations unless such damages result from its gross negligence or willful misconduct. EXCEPT FOR UNIT OPERATOR'S INTEREST IN THE UNIT AREA (IF ANY), WORKING INTEREST OWNERS SHALL INDEMNIFY UNIT OPERATOR FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITY OF EVERY KIND AND CHARACTER (INCLUDING ALL COSTS AND **EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES), RESULTING** FROM, ARISING OUT OF, OR INCIDENTAL TO UNIT OPERATOR'S PERFORMANCE OF DUTIES ON THE UNIT AREA EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTABLE TO UNIT OPERATOR'S NEGLIGENCE. THE ONLY LIABILITIES TO WHICH THIS INDEMNITY OBLIGATION DOES NOT APPLY ARE THOSE RESULTING FROM UNIT OPERATOR'S GROSS NEGLIGENCE OR INTENTIONAL TORTS FOR WHICH UNIT OPERATOR SHALL BE SOLELY RESPONSIBLE.

7.3 <u>Liens and Encumbrances</u>. Unit Operator shall keep the lands and leases in the Unit Area free from all liens and encumbrances occasioned by Unit Operations except the lien of Unit Operator granted hereunder.

7.4 <u>Employees.</u> The number of employees used by Unit Operator in conducting Unit Operations, their selection, hours of labor and compensation shall be determined in a reasonable manner by Unit Operator. Such employees shall be the employees of Unit Operator.

7.5 <u>Records.</u> Unit Operator shall keep correct books, accounts and records of Unit Operation.

7.6 <u>Reports to Working Interest Owners.</u> Unit Operator shall furnish to Working Interest Owners periodic reports on Unit Operation.

7.7 <u>Reports to Governmental Authorities.</u> Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.

7.8 <u>Engineering and Geological Information</u>. Unit Operator shall furnish to a Working Interest Owner, upon written request, a copy of all logs and other engineering and geological data pertaining to wells drilled for Unit Operations.

7.9 <u>Expenditures.</u> Unit Operator is authorized to make single expenditures not in excess of Twenty-Five Thousand Dollars (\$25,000.00) without prior approval of Working Interest Owners. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its reasonable opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken. Upon request, Unit Operator shall furnish Working Interest Owners, for information purposes, copies of its Authorities for Expenditures for any single project costing in excess of Twenty-Five Thousand Dollars (\$25,000.00), and for lesser amounts when prepared for Unit Operator's own use.

7.10 <u>Wells Drilled by Unit Operator</u>. All wells drilled by Unit Operator shall be at the usual rates prevailing in the area. Unit Operator may employ its own tools and equipment, but the charge therefore shall not exceed the prevailing rate in the area, and the work shall be performed by Unit Operator under the same terms and conditions as are usual in the area in contracts of independent contractors doing work of a similar nature.

ARTICLE 8 TAXES

Severance, Gross Products and Ad Valorem Taxes. Beginning with the first calendar 8.1 year after the effective date hereof, Unit Operator shall render and pay on behalf of the Working Interest Owners severance and gross products taxes assessed on oil and gas produced and ad valorem tax on all property subject to this agreement, before they become delinquent. Prior to the rendition date, each Working Interest Owner shall furnish the Unit Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) and taxable and non-taxable interests on leases and oil and gas interests contributed by such Working Interest Owner. If the assessed tax of any leasehold estate or produced Substances is reduced by reason of its being subject to outstanding excess royalties, overriding royalties, reimbursements, or production payments, the reduction in taxes shall inure to the benefit of the owner or owners of such leasehold or Unitized Substances, and Unit Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. Unit Operator shall charge the Working Interest Owners for their proportionate share of severance and gross products tax at the date the tax is assessed based on the value each Working Interest Owner receives for their sales of the unitized substances. Unit Operator shall charge the Working Interest Owners for their proportionate share of all other tax payments in the manner provided in Exhibit "E" and other parties for their share in the manner provided in the Unit Agreement.

If Unit Operator considers any tax assessment improper, Unit Operator may, after notice to Working Interest Owners, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. All direct expenses incurred by Unit Operator in protesting an assessment will constitute a direct charge to the joint account. During the pendency of administrative or judicial proceedings, Unit Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Unit Operator shall pay the tax for the joint account and other parties, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them as provided in Exhibit "E" and the Unit Agreement, respectively.

8.2 <u>Notices.</u> Each Working Interest Owner shall promptly furnish the Unit Operator with copies of notices, assessments, levies or tax statements received by it pertaining to the taxes to be paid by the Unit Operator. Each month, the Working Interest Owners shall furnish the Unit Operator with

the gross value of any production taken in kind or other information necessary in order for the Unit Operator to compute the severance and gross products tax on the unitized substances.

8.3 <u>Other Taxes.</u> Each Working Interest Owner shall pay or cause to be paid all gathering or other taxes or excises due the State of New Mexico, the Federal Government, or otherwise, together with all licenses and excises, which are now imposed or may be imposed upon or with respect to the production or handling of its share of unitized substances.

ARTICLE 9 INSURANCE

9.1 <u>Insurance.</u> Unit Operator, with respect to Unit Operations, shall do the following:

9.1.1 Comply with the Workmen's Compensation Law of the State of New Mexico.

9.1.2 Carry Employer's Liability and other insurance as required by the laws of the State of New Mexico.

9.1.3 Carry other insurance as set forth in Exhibit "F".

ARTICLE 10 ADJUSTMENT OF INVESTMENTS

10.1 <u>Personal Property Taken Over.</u> Upon the Effective Date hereof, Working Interest Owners shall deliver to Unit Operator the following:

10.1.1 <u>Wells.</u> All wells completed or to be completed in the Unitized Formation, as shown in the initial Plan of Operation and Development and all service wells to be utilized for Unit Operations, including water supply and disposal wells, completed within or outside the Unitized Formation.

10.1.2 <u>Well and Lease Equipment</u>. The casing and tubing in each such well, the wellhead connection thereon and all other lease and operating equipment that is used in the operation of such wells, which the Working Interest Owners determine is necessary or desirable for conducting the Unit Operations.

10.1.3 <u>Records.</u> A complete copy of all production and well records that pertain to such wells. In the event a Working Interest Owner fails to provide Unit Operator with said records within sixty (60) days of the Effective Date, then the Unit Operator is hereby authorized to suspend in-kind delivery or payment of proceeds of production to said Working Interest Owner, of its share of Unit Production, until said records are provided to the Unit Operator.

10.2 <u>Inventory and Evaluation of Personal Property.</u> The Working Interest Owners shall at Unit Expense inventory and evaluate, as determined by Working Interest owners, the personal property taken over. Such inventory shall include and be limited to those items of equipment considered controllable under Exhibit "G" except, upon determination of Working Interest Owners, items considered non-controllable may be included in the inventory but shall be excluded from evaluation and investment adjustment. Casing shall be included in the inventory for record purposes, but shall be excluded from pricing and investment adjustment.

10.3 Investment Adjustment. Upon approval by Working Interest Owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value of its interest in all personal property taken over under Section 10.1.2 and evaluated under Section 10.2, and shall be charged with an amount equal to that obtained by multiplying the total value of all personal property taken over under Section 10.1.2 and evaluated under Section 10.2 by the Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

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10.4 <u>General Facilities</u>. The acquisition of warehouses, warehouse stocks, lease houses, camps, facility systems and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.

10.5 <u>Ownership of Personal Property and Facilities</u>. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest equal to its Unit Participation, in all personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this agreement.

10.6 <u>Adjustment for Non-Usable Wells.</u> All wells delivered to the Unit Operator shall be (a) in usable physical condition, (b) completed in some portion of the Unitized Formation, and (c) physically separated from formations not a part of the Unitized Formation as of the Effective Date. If within three (3) months from the date of takeover, Unit Operator reports to Working Interest Owners, the wells that were not in suitable condition to serve Unit Operator on the date of takeover and the Working Interest Owners approve, Unit Operator shall properly place such well in suitable condition to serve Unit Operator, or drill a substitute well if such well cannot be placed in suitable condition to serve Unit Operator, at the sole cost of the Working Interest Owner who delivered such well and casing to Unit Operator. It is the intent of this Section 10.6 that the cost of normal conversion of wells and casing therein from operating practices utilized immediately prior to the date of takeover to operating practices contemplated hereunder shall be a Unit Expense.

10.7 <u>Surface Leases.</u> Upon the effective date hereof Working Interest Owners shall deliver to Unit Operator assignment(s) of all surface lease agreements pertaining to the Unit Area, but only to the limited extent they relate to production from the Unitized Formation or Unit Operations. Unit Operator shall become responsible for all future rentals on behalf of Working Interest Owners. All said surface unit rental costs shall be apportioned to each Working Interest as set forth in Exhibit "D".

ARTICLE 11 UNIT EXPENSE

11.1 <u>Basis of Charges to Working Interest Owners.</u> Unit Operator initially shall pay and discharge all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expense. Each Working Interest Owner's share of Unit Expense shall be the same as its Unit Participation.

11.2 <u>Advance Billing.</u> Unit Operator shall have the right to require Working Interest Owners to advance their respective shares of estimated Unit Expense by submitting to Working Interest Owners, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, with a request for payment in advance. Within thirty (30) days thereafter, each Working Interest Owner shall pay to Unit Operator its share of such estimate. Adjustments between estimated and actual Unit Expense shall be made by Unit Operator at the close of each calendar month and the accounts of Working Interest Owners shall be adjusted accordingly.

11.3 <u>Commingling of Funds.</u> No funds received by Unit Operator under this agreement need be segregated or maintained by it as a separate fund but may be commingled with its own funds.

Lien and Security Interests. Each Working Interest Owner grants to the other Working 11.4 Interest Owners and to Unit Operator a lien upon any interest it now owns or hereafter acquires in Oil and Gas Rights and Working Interests in the Unit Area, and a security interest and/or purchase money security interest in all of its interest in all personal property and equipment used or obtained for use in connection therewith, all fixtures now or hereafter located thereon, all Unitized Substances extracted therefrom and all accounts arising from the sale at the wellhead of Unitized Substances produced therefrom, to secure performance of all its obligations under this Agreement including but not limited to payment of Unit Expense, interest, attorney fees, court costs, cost of collection, the proper disbursement of all monies paid hereunder, the assignment or relinquishment of interest in Oil and Gas Rights as required hereunder, and the proper performance of operations hereunder. Such lien and security interest granted by each Working Interest Owner hereto shall cover and include all of such Working Interest Owner's leasehold interest, Working Interests, operating rights, and Royalty Interests and overriding royalty interests in the Unit Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this Agreement, the Unitized Substances when extracted therefrom and fixtures and equipment now or hereafter situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts

(including, without limitation, accounts arising from gas imbalances or from the sale of Unitized Substances at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

Each Working Interest Owner hereby grants, sells, assigns, sets over and mortgages into Unit Operator and the other Working Interest Owners during the term of this Agreement, all of such Working Interest Owner's rights and interests pursuant to the provisions of Sections 48-9-1, et seq., N.M.S.A. 1978 Comp. (the "New Mexico Act"), hereby vesting in Unit Operator and the other Working Interest Owners all of such Working Interest Owner's rights as an interest owner to the continuing security interest in and lien upon the production of the Unitized Substances. Any other Working Interest Owner or Unit Operator may, at its option, file the verified notice of lien in order to perfect such lien, but shall not be obligated to make such filing and shall not be held liable to such Working Interest Owner for any act or omission pursuant to the New Mexico Act.

To perfect the lien and security agreement provided herein, each Party hereto shall execute and acknowledge this Agreement, and this Agreement is to be filed for record in the real property records. Unit Operator is authorized to file this Agreement as a lien or mortgage in the applicable records and as a financing statement with the proper officer under the Uniform Commercial Code or other applicable laws in the state in which the Unit Area is situated and such other states as Unit Operator shall deem appropriate to perfect the security interest granted hereunder. Any Working Interest Owner may file this Agreement or such other documents as it deems necessary as a lien or mortgage in the applicable records and/or a financing statement with the proper officer under the Uniform Commercial Code.

All Working Interest Owners acquiring an interest in Oil and Gas Rights and Working Interest covered by this Agreement whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by this Section 11.4 as to all obligations attributable to such interest hereunder.

To the extent that Unit Operator or the Working Interest Owners have a security interest under the Uniform Commercial Code or other applicable laws of the state in which the Unit Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Uniform Commercial Code or such other laws. The bringing of a suit and the obtaining of judgment by the Unit Operator or a Working Interest Owner for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Working Interest Owner in the payment of its share of expenses, interest, or fees, or upon the improper use of funds by the Unit Operator, the other Working Interest Owners shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting Working Interest Owner's share of Unitized Substances until the amount owed by such Working Interest Owner, plus interest as provided in Exhibit "E", has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting Working Interest Owner's share of Unitized Substances. All purchasers of production may rely on a notification of default from the non-defaulting Working Interest Owner(s) stating the amount due as a result of the default, and all Working Interest Owners waive any recourse available against purchasers for releasing production proceeds as provided in this Section 11.4.

If any Working Interest Owner does not perform all of its obligations hereunder, and the failure to perform subjects such Working Interest Owner to foreclosure or execution proceedings pursuant to the provisions of this Agreement, to the extent allowed by governing law, the defaulting Working Interest Owner waives any available right of redemption from and after the date of judgment, and any required valuation or appraisement of the mortgaged or secured property prior to sale, any available rights to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. Pursuant to Section 39-5-19 of New Mexico Statutes, 1978 Annotated, the redemption period after foreclosure sale for any mortgaged or secured property situated in or otherwise subject to the jurisdiction of the State of New Mexico shall be limited to one (1) month. In addition, to the extent permitted by applicable law, each Working Interest Owner hereby grants to the Unit Operator and the other Working Interest Owners a power of sale as to any property that is subject to the lien and security rights granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

To the extent permitted by applicable law, each Working Interest Owner agrees that the Unit Operator and the other Working Interest Owners shall be entitled to utilize the provisions of oil and gas lien law or other lien law of the state in which the Unit Area is situated to enforce the obligations of each Working Interest Owner hereunder. Without limiting the generality of the foregoing, to the extent permitted by applicable law, non-operators agree that Unit Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Unit Area is situated in order to secure the payment to Unit Operator of any sum due hereunder for services performed or materials supplied by Unit Operator.

11.5 <u>Default.</u> If any Working Interest Owner does not pay its share of Unit Expense when due, Unit Operator may give such Working Interest Owner notice that unless payment is made within fifteen (15) days, such Working Interest Owner shall be in default. Any Working Interest Owner in default shall not be entitled to vote on any matter until such time as said Working Interest Owner's payments are current. The voting interest of each Working Interest Owner entitled to vote on any issue shall be in the proportion its Unit Participation bears to the Unit Participation of all non-defaulting Working Interest Owners at the time. A Working Interest Owner in default will remain subject to the rights and obligations of this Agreement.

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

11.7 <u>Carved-Out Interests.</u> Any overriding royalty, production payment, net proceeds interest, carried interest or any other interest carved out of a Working Interest and created after the Effective Date of this agreement shall be subject to this agreement. If a Working Interest Owner does not pay its share of Unit Expense and the proceeds from the sale of Unitized Substances under Article 11.5 are insufficient for that purpose, the security rights provided for therein may be applied against the carved-out interests with which such Working Interest is burdened. In such event, the owner of such carved-out interest shall be subrogated to said rights.

Pre-Unitization Expense. Prior to the Effective Date, Unit Operator and other Working 11.8 Interest Owners have incurred certain costs and expenses for and on behalf of the Working Interest Owners in anticipation of the Unit Agreement and this agreement becoming effective, including but not limited to title review, document preparation, mailings and attorneys' fees related to presentation of the unitization proposal to the Division. Such costs approved by the Working Interest Owners shall herein be referred to as "Pre-Unitization Expenses". As soon as practicable after the Effective Date of this agreement, Pre-Unitization Expenses shall be reallocated and billed among all Working Interest Owners in accordance with the Unit Participation interest of each such owner. Credit shall be given for payments made by Working Interest Owners prior to the Effective Date for costs included in the Pre-Unitization Expenses. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charge described above.

ARTICLE 12 NON-UNITIZED FORMATIONS

12.1 <u>Right to Operate.</u> Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas or other minerals from a formation underlying the Unit Area, other than the Unitized Formation, shall have the right to do so notwithstanding this agreement or the Unit Agreement. In exercising the right, however, the Working Interest Owner shall exercise reasonable precaution to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of Unitized Substances will not adversely be affected.

12.2 <u>Dual Completions.</u> There shall be no dual completions of wells within the Unit Area as to the Unitized Formation and another formation.

ARTICLE 13 TITLES

13.1 <u>Warranty and Indemnity.</u> Each Working Interest Owner represents and warrants that it is the owner of the respective Working Interests set forth opposite its name in Exhibit "D", and hereby agrees to indemnify and hold harmless the other Working Interest Owners from any loss due to failure in whole or in part of its title to any such interest, except failure of title arising out of Unit Operations; provided that, such indemnity shall be limited to an amount equal to the net value that has been received from the sale or receipt of Unitized Substances attributed to the interest as to which title failed. Each failure of title will be deemed to be effective, insofar as this agreement is concerned, as of the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of Unit Expense or retroactive allocation of Unitized Substances or the proceeds therefrom, as a result of title failure.

13.2 <u>Failure Because of Unit Operations.</u> The failure of title to any Working Interest in any Tract by reason of Unit Operations, including non-production from such Tract, shall not change the Unit Participation of the Working Interest Owner whose title failed in relation to the Unit Participation of the other Working Interest Owners at the time of the title failure.

13.3 <u>Waiver of Rights to Partition</u>. Each Lessee and Working Interest Owner hereto agrees that, during the existence of this agreement, it will not resort to any action to partition the interval of the formation unitized hereunder or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14 UNLEASED INTERESTS

14.1 <u>Treated as Leased.</u> If a Working Interest Owner owns in fee all or a part of the Oil and Gas Rights in any Tract within the Unit Area which is not subject to any oil and gas lease or other contract in the nature thereof, such Working Interest Owner shall be deemed to own a Working Interest in such Tract to the extent of seven-eighths (7/8ths) of its interest therein and a Royalty Interest with respect to the remaining one-eighth (1/8th) interest therein.

ARTICLE 15 LIABILITIES, CLAIMS, SUITS, AND FORCE MAJEURE

15.1 <u>Individual Liability.</u> The duties, obligations and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein contained shall ever be construed as creating a partnership, joint venture, association or trust of any kind among the Working Interest Owners.

15.2 <u>Settlements.</u> Unit Operator may settle any single damage claim or suit involving Unit Operations but not involving an expenditure in excess of Ten Thousand Dollars (\$10,000.00), provided the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above specified amount, Working Interest Owners shall assume and take over the further handling of the claim or suit unless such authority is expressly delegated to Unit Operator.

All costs and expense of handling, settling or otherwise discharging such claim or suit shall be an item of Unit Expense. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations and over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by this agreement and the Unit Agreement, the Working Interest Owner shall immediately notify the Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

15.3 <u>Notices of Damages, Claims and Suits by Unit Operator to Lessees.</u> Unit Operator shall report to Lessees as soon as practicable after each occurrence, damages or losses to Unit Equipment, and accidents, occurrences, claims or suits involving third party bodily injury or property damage which are not covered by insurance carried for the benefit of Lessees.

15.4 <u>Force Majeure</u>. Any obligation imposed by this agreement on each party, except for the payment of money, shall be suspended while compliance therewith is prevented, in whole or in part, by

a strike, fire, war, civil disturbance, act of God; by Federal, State or municipal laws; by any rule, regulation or order of a governmental agency; by inability to secure materials, services or equipment, or by any other cause beyond the reasonable control of such party. No party shall be required against its will to adjust or settle any labor dispute. Neither this agreement nor any lease or other instrument subject hereto shall be terminated by reason of the suspension of Unit Operations due to any of the causes set forth in this Article.

ARTICLE 16 INTERNAL REVENUE PROVISION

16.1 Internal Revenue Provision. Each Working Interest Owner hereby elects that it and the operations covered by this agreement are excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986, or such portion thereof as the Secretary of the Treasury of the United States or his delegate shall permit by election to be excluded therefrom. Unit Operator is hereby authorized and directed to execute on behalf of each Working Interest Owner such additional or further evidence of the election as may be required by regulations issued under said Subchapter K. Should the regulations require each party to execute such further evidence, each Working Interest Owner agrees to execute or join in the execution thereof. The election hereby made and the other provisions of this paragraph shall apply in like manner to applicable state laws, regulations and rulings now in effect or hereafter enacted that have an effect similar to the Federal provisions referred to herein.

ARTICLE 17 NOTICES

17.1 <u>Notices.</u> All notices required hereunder shall be in writing and shall be deemed to have been properly served when received by mail, overnight delivery, facsimile transmission (fax), electronic mail (e-mail) or telegram to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4.

17.2 <u>Notice of Transfer of Title.</u> No change of title shall be binding on the Unit Operator until the first day of the calendar month next succeeding the date of receipt by Unit Operator of evidence, satisfactory to it, of such change of ownership. Each such transfer, assignment or conveyance, whether so stating or not, shall operate to impose upon the party or parties acquiring such interest the obligation of the predecessor in interest with respect to the interest so transferred and shall likewise operate to give and grant to the party or parties acquiring such interest all benefits attributable hereunder to such interest.

ARTICLE 18 WITHDRAWAL OF WORKING INTEREST OWNERS

Withdrawal. A Working Interest Owner may withdraw from this agreement by transferring, without warranty of title either express or implied, to the Working Interest Owners who do not desire to withdraw, all its Oil and Gas Rights, exclusive of Royalty Interests, together with its interest in all Unit Equipment and in all wells used in Unit Operations, provided that such transfer shall not relieve such Working Interest Owner from any obligation or liability incurred prior to the first day of the month following receipt by Unit Operator of such transfer. The delivery of the transfer shall be made to Unit Operator for the transferees. The transferred interest shall be owned by the transferees in proportion to their respective Unit Participation. The transferees, in proportion to the respective interests so acquired, shall pay the transferor for its interest in Unit Equipment, the salvage value thereof less its share of the estimated cost of salvaging same and of plugging and abandoning all wells then being used or held for Unit Operations, as determined by Working Interest Owners. In the event such withdrawing owner's interest in the aforesaid salvage value is less than such owner's share of such estimated costs, the withdrawing owner, as a condition precedent to withdrawal, shall pay the Unit Operator, for the benefit of Working Interest Owners succeeding to its interest, a sum equal to the deficiency. Within sixty (60) days after receiving delivery of the transfer, Unit Operator shall render a final statement to the withdrawing owner for its share of Unit Expense, including any deficiency in salvage value, as determined by Working Interest Owners, incurred as of the first day of the month following the date of receipt of the transfer. Provided all Unit Expense, excluding any deficiency hereunder, due from the withdrawing owner has been paid in full within thirty (30) days after the rendering of such final statement by the Unit Operator, the transfer shall be effective the first day of the month following its receipt by Unit Operator and, as of such effective date, withdrawing owner shall be

relieved from all further obligations and subsequently accrued liabilities hereunder and under the Unit Agreement, and the rights of the withdrawing Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest transferred.

18.2 <u>Limitation on Withdrawal.</u> Notwithstanding anything set forth in Article 18.1, Working Interest Owners may refuse to permit the withdrawal of a Working Interest Owner if its Working Interest is burdened by any Royalties, overriding royalties, production payments, net proceeds interest, carried interest, or any other interest created out of the Working Interest in excess of a one-eighth (1/8th) lessor's Royalty, unless the other Working Interest Owners are willing to accept the assignment and agree to accept the Working Interest, subject to such burdens.

ARTICLE 19 ABANDONMENT OF WELLS

19.1 <u>Rights of Former Owners.</u> If Working Interest Owners decide to abandon permanently any well within the Unit Area prior to termination of the Unit Agreement, the Unit Operator shall give written notice thereof to the Working Interest Owners of the Tract on which the well is located, and they shall have the option for a period of thirty (30) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Within ten (10) days after Working Interest Owners of the Tract have notified Unit Operator of their election take over the well, they shall pay Unit Operator, for credit to the joint account, the amount estimated by Working Interest Owners to be the net salvage value of the equipment in and on the well. The Working Interest Owners of the Tract, by taking over the well, agree to seal off effectively and protect the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations.

19.2 <u>Plugging.</u> If the Working Interest Owners of a Tract do not elect to take over a well located thereon which is proposed for abandonment, Unit Operator shall plug and abandon the well in compliance with applicable laws and regulations.

ARTICLE 20 EFFECTIVE DATE AND TERM

20.1 <u>Effective Date.</u> This agreement shall become effective on the date and at the time that the Unit Agreement becomes effective.

20.2 <u>Term.</u> This agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all unit wells have been abandoned and plugged or turned over to Working Interest Owners in accordance with Article 21, (b) all Unit Equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners, and (c) there has been a final accounting.

ARTICLE 21 ABANDONMENT OF OPERATIONS

21.1 <u>Termination</u>. Upon termination of the Unit Agreement, the following will occur:

21.1.1 <u>Oil and Gas Rights.</u> Oil and Gas Rights in and to each separate Tract shall no longer be affected by this agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts and other instruments affecting the separate Tracts.

21.1.2 <u>Right to Operate</u>. Working Interest Owners of any Tract that desire to take over and to continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage value of the equipment in and on the wells taken over, as estimated by Working Interest Owners, and by agreeing to properly plug each well at such time as it is abandoned.

21.1.3 <u>Salvaging Wells.</u> Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged, and shall cause the wells to be properly plugged and abandoned and cause the surface of the Unit Area to be restored in compliance with applicable laws, rules, regulations, orders, and contractual obligations.

21.1.4 <u>Cost of Salvaging</u>. The cost of salvaging, liquidation or other distribution of assets and properties used in Unit Operations shall constitute a Unit Expense to be borne by the Working

Interest Owners in proportion to their respective Unit Participation. The cost of abandonment of Unit Operations and surface restoration of the Unit Area shall be Unit Expense except on wells taken over by a Working Interest Owner.

21.1.5 <u>Distribution of Assets.</u> Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their respective Unit Participations.

ARTICLE 22 SIGNING, RATIFICATION, OR APPROVAL

22.1 <u>Original, Counterparts, or Ratifications.</u> This agreement may be signed, ratified or approved by signing the original of this instrument, a counterpart or other instrument adopting the provisions hereof, all with the same effect as if all persons had signed the same instrument. Persons signing, ratifying or otherwise approving this agreement thereby agree to all of the provisions hereof.

22.2 <u>Prior Agreements.</u> It is recognized there are certain existing agreements by and between several of the Lessee or Working Interest Owners hereto, covering a portion of the Oil and Gas Rights subject to this Operating Agreement. In case of any inconsistency or conflict between this Operating Agreement and those certain existing agreements, this Operating Agreement shall govern.

ARTICLE 23 SUCCESSORS AND ASSIGNS

23.1 <u>Successors and Assigns.</u> The provisions hereof shall be covenants running with the lands, leases and interests covered hereby and shall be binding upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors and assigns of the parties hereto.

ARTICLE 24 OTHER PROVISIONS

24.1 <u>Environmental Warranty and Representation</u>. Each Working Interest Owner that operates a property to be contributed to the Unit, represents and warrants that it has conducted the following environmental review of the contributed property:

(a) A review of applicable lease and well file information and of any other sources of information that would be relevant to evaluating the environmental status of the contributed property.

(b) A visual inspection of the contributed property to identify any obvious past or present land uses that dictate further investigation.

Prior to the Effective Date, each Working Interest Owner that operates a property to be contributed to the Unit shall report the results of such review and inspection, in writing, to all other Working Interest Owners, including the Unit Operator.

Removal of Surplus Equipment. The applicable Working Interest Owner shall be 24.2 responsible and liable for the removal of (a) any surplus equipment or facilities deemed unnecessary for the operation of the Unit by the Unit Operator, and (2) junk and/or debris from their contributed property, including, but not limited to, chemical drums, paint cans, grease buckets, rags, tires, belts, sucker rods, tubing, paraffin, and oil filters. Should any tank batteries or facilities be deemed surplus equipment due to consolidation or otherwise, in addition to removal of the same, the applicable Working Interest Owner shall be required to conduct environmental remediation to the level required by the agency regulating such remediation, if any, or as required by the applicable oil and gas leases. Within 180 days of the Effective Date, should any well be deemed surplus or unnecessary for the operation of the Unit, all costs associated with said well shall remain the responsibility of the well's operator and the applicable Working Interest Owner, said costs shall include, but not limited to, (i) the cost of well plugging and abandonment, and (ii) all costs of environmental remediation of the area around said well which is associated with the operation, plugging and abandonment of said well to the level required by the agency regulating such remediation, if any, or as required by the applicable oil and gas leases. Any surplus equipment, facilities, junk and/or debris that is not removed by the applicable Working Interest Owners within 180 days from the Effective Date will then be removed by the Unit Operator, but associated expenses will be charged directly back to said Working Interest Owner.

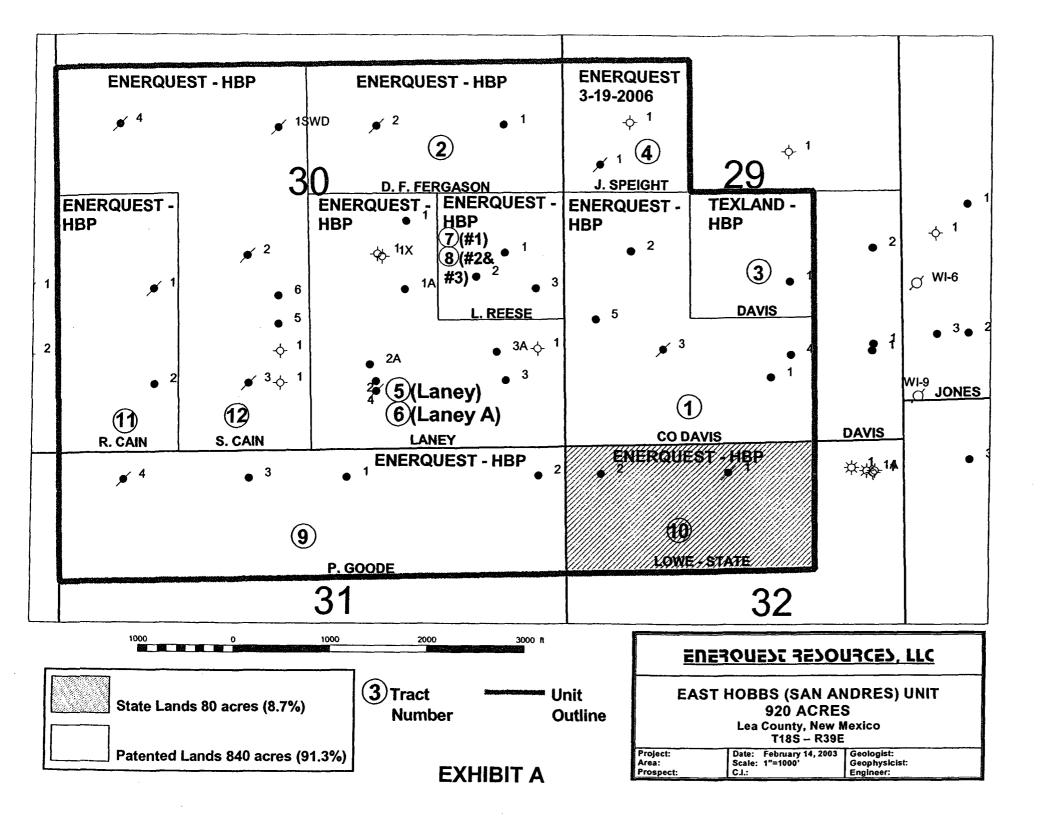
24.3 <u>Environmental Indemnification</u>. Notwithstanding any others provisions set forth herein, the Working Interest Owners of lands contributed to the Unit shall retain all environmental liability of any nature, whatsoever, caused by or resulting from its operations, or the operations of others, prior to the Effective Date hereof, and shall indemnify and hold harmless all other Working Interest Owners in the Unit against all claims, demands, damages, losses, liabilities, penalties, fines, liens, judgements, costs or expenses, including attorney's fees, whatsoever, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the lands prior to inclusion of said equipment, facilities and/or lands into this Unit. This includes, but is not limited to, environmental liability claims brought under any state, federal, or local law, order or regulation, whether known or unknown at this time.

24.4 <u>Governing Law.</u> This Agreement and all matters pertaining hereto, including, but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the law of the State of Texas (excluding any conflict of laws provision that would require the application of the laws of any other jurisdiction). In the event of any litigation or other proceeding in connection with this Agreement, the venue for any such proceeding shall be in a court of competent jurisdiction located in Midland County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Operating Agreement to be executed and have set opposite their respective names the date of execution.

UNIT OPERATOR

ENERQUEST RESOURCES, LL By: Robert . Floyd President



act #	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
		of Acres							
1	Sec. 29: S/2 SW/4,								
	NW/4 SW/4	120	HBP	Eram Ali	0.00010821	Eram Ali	0.00987500	Charter Royalty 94-1 Acq Fund	0.052500
				Douglas H. Christensen	0.00005411	Douglas H. Christensen	0.00493750	James R. Small	0.022500
	CARRIE O. DAVIS			Crump Family Partnership Ltd.	0.00114705	Crump Family Partnership Ltd.	0.10467500	Marshall R. Young Oil Company	0.0066666
				Carleton Davis		Dingus Investments, Inc.		George M. Young, Sr.	0.0033333
				Dingus Investments, Inc.	0.00079298	EnerQuest Oil & Gas, Ltd.	0.45659531		
	f			Donna E. Dyer		Lone Star Oil & Gas	0.00493750		
			······································	Sandra J. Eaton	0.00295150	Parsley Resources, Inc.	0.05069162		
				EnerQuest Oil & Gas, Ltd.	0.00307324	Christopher P. Renaud	0.03517969		
				Gods House of Prayer	0.05833400	Armand Smith, Jr.	0.05069169		
				Virginia Ann Jackson	0.00196800				
			· · · · · · · · · · · · · · · · · · ·	Theodore Johnson Estate	0.00625000				
				Judson Properties, Ltd.	0.00065567				
				LAJ Corporation	0.00065567				
				Dorothy Locastro	0.00062500				
				Lone Star Oil & Gas	0.00005411				
				Elizabeth Love	0.00680500				
				The Martin Living Trust	0.00065566				
				New Mexico Boys and Girls Ranch	0.00208300				
				Mary J. Parker	0.00393400				
				Matthew J. Parsley	0.00068563				
				Sal Ribera	0.01180600				
				Rowley Bros	0.00833400				
				Armand Smith, Jr.	0.00068563				
				Sugarberry Land Company	0.00205604				
			· · · · · · · · · · · · · · · · · · ·	David A. Williams	0.00312500				
				Virginia M. Wingard	0.00295150				
									-
2	Sec. 30: S/2 NE/4	80	HBP	Eram Ali	0.00017414	Eram Ali	0.00973947	Charter Royalty 94-1 Acq Fund	0.0479062
				ВККА	0.01171880	FAO Florence Branaman	0.00625000	James R. Small	0.0205312
	D.F. FERGASON			Roy G. Barton, Jr.	0.01171880	Douglas H. Christensen		Marshall R. Young Oil Company	0.0017708
				Roy G. Barton, Sr & Opal Barton	0.00468750	Crump Family Partnership Ltd.		George M. Young, Sr.	0.0008854
			<u></u>	Clare C. Beall		Dingus Investments, Inc.	0.07142266		1
				Mildred M. Day Bernard		EnerQuest Oil & Gas, Ltd.	0.45032823		+

Lea County, New Mexico									
<u>Tract #</u>	Description of Land	Number of Acres		Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
				Mary Payne Brisbane		Lone Star Oil & Gas	0.00486974		
				Douglas H. Christensen		Parsley Resources, Inc.	0.04999571		
				Dr. Ben M. Colletti		Christopher P. Renaud	0.03469679		
				Genevieve Fergason Colletti		Armand Smith, Jr.	0.04999570		
				Crump Family Partnership Ltd.		FAO Andrew A. Stoudt	0.00625000		
				Helen A. Dean		FAO Mary E. Wrynn	0.00625000		
				Ivan C. Dean	0.00611980				
				Dingus Investments, Inc.	0.00115430				
				Kenneth L. & Jane E. Edwards	0.00260420				
				Ervin Elsea	0.00130200				
				EnerQuest Oil & Gas, Ltd.	0.00496030				
				Nellie L. Fleming	0.00026041				
				Headington Oil Company, LP	0.00390620				
				Charles Fred Jennings	0.00009766				
				James Roger Jennings	0.00009766				
				Jo Johnson	0.00390630				
				M.H. Lang	0.00039060				
				Jewel Lansing & Annette Lansing J/T	0.00065104				
				Eva Mae Lewis	0.00234370				
				Lone Star Oil & Gas	0.00007243				
				Michelle Martinez	0.00130210				
				Virginia H. Jennings Matthews	0.00006510				
				Margaret Fergason Mauk	0.00998609				
				Elizabeth Jennings McCormick	0.00026041				
				Margaret Peabody Newkom	0.00065105				
				Kendall B. Niceley	0.00078130				
				Matthew J. Parsley	0.00101060				
				Pecos Bend Royalties, Inc.	0.00039060				
				Christine Riley	0.00130210				
				Russell T. Rudy	0.00781250				
			······	Armand Smith, Jr.	0.00101060				
				Sugarberry Land Company	0.00303060				
				Mrs. Harry Titzkowski	0.00156250				
				Wanda K. Vandenbergh	0.00026041				~

				Lea Col	nty, New	Mexico		1	
ract#	Description of Land	Number of Acres		Royalty Ownership	<u>Interest</u>	Working Interest	Interest	Overriding Royalty	Interest
				Carolyn Wardwell	0.00458980				
3	Sec.29:NW/4 SW/4	40	НВР	Eram Ali	0.00024590	Eram Ali	0.00621448	Peggy Pratt Chartier Estate	0.054687
				EnerQuest Oil & Gas, Ltd.	0.00491890	David H. Arrington	0.28586660)	
	DAVIS			Carleton Davis	0.00208330	Bruce D. Brockman	0.00142933	}	
				Dingus Investments, Inc.	0.00077880	Michael E. Chapman	0.00142933	}	
		· · · · · · · · · · · · · · · · · · ·		Donna E. Dyer	0.00312500	Keith W. Davis	0.00571733	······································	
		<u> </u>		Sandra J. Eaton	0.00295150	Dingus Investments, Inc.	0.03937497		
				Gods House of Prayer	0.05833330	EnerQuest Oil & Gas, Ltd.	0.16366462		
				Virginia Ann Jackson	0.00196760	JMA Oil Properties, Ltd.	0.01429333		
		<u> </u>		Theodore R. Johnson Estate	0.00625000	Sydney E. Niblo	0.00571733		
				Judson Properties, Ltd.		Parsley Resources, Inc.	0.01966262		
				LAJ Corporation		W.F. Pendleton	0.00571733		
				Dorothy L. Locastro	0.00062500	Gary Phillips	0.00142933		
				Elizabeth N. Love	0.00562500	Armand Smith, Jr.	0.01966262		
				The Martin Living Trust	0.00065590	Gordon E. Sommers	0.00571733		
				New Mexico Boys and Girls Ranch	0.00208340	Texland Limited Partnership, I	0.24155728		
		·	······································	Mary Parker		H.C. Zachry	0.00285867		
				Matthew J. Parsley	0.00077890				
				Salvatore Ribera	0.01180560				
				Rowley Bros.	0.00833340				
				Armand Smith, Jr.	0.00077890				
		·····		Sugarberry Land Company	0.00233650		-		
				David A. Williams	0.00312500				
				Virginia M. Wingard	0.00295130				
	Sec.29:SW/4 NW/4	40	Expires 3/19/06	June D. Speight	0.10156250	Eram Ali	0.01199010		
		<u></u>		Ellis Carl Browning & Evelyn Browning			0.00364775		
	JUNE SPEIGHT			Vera Browning Stephens	0.00954861	Crump Family Partnership Ltd.	0.03575078		
				Nelda Charlene Browning	0.00954861	Dingus Investments, Inc.	0.08048336		
				Nancy L. Willman, Trustee		EnerQuest Oil & Gas, Ltd.	0.42030482		
				Grady Hicks		Lone Star Oil & Gas	0.00364775		
				Deborah A. Smith		Parsley Resources, Inc.	0.04748330		

	Ţ			Lea	County, New I	Mexico	1]	
Tract #	Description of Land	Number of Acres		Royalty Ownership	<u>Interest</u>	Working Interest	Interest	Overriding Royalty	Interest
				Linda Browning Kinman		Christopher P. Renaud	0.02650802		
				Rex Taylor Browning	0.00318287	Armand Smith, Jr.	0.05228800		
				William John Nolan		Anne Key Davis	0.02019990		
				Jane Harris	0.02083334	Hugh B. Key, II	0.01552172		
						Julie Ann Hopkins Trust	0.00776089		
						Kite Royalty, LLC	0.01381118	_	
						Mark Collver Hopkins Trust	0.01009999		
						White Star Royalty Co., LLC	0.00638872		
						Murray E. Helmers	0.04098872		
	Sec. 30: NW/4 SE/4, S/2 SE/4	60	HBP	Crump Family Partnership Ltd.	0.00196761	Crump Family Partnership Ltd.	0.07842910		
				Jana Sue Barry, ssp		Lois Sherrerd Clements Trust	0.00607639		
	LANEY			Ro Jean Booth	0.00525174	Nancy Hershberger	0.00151910		
				Claudine Bradley, ssp	0.00023872	Julie Ann Hopkins Trust	0.02221680		
				Ruth Fosberg, ssp		Mark Collver Hopkins Trust	0.02221680		
				Mary Virginia Gibbs	0.00477431	Hugh B. Key, II, ssp	0.04443360		
				Velma E. Gilmer		Carolyn V. Larson	0.00151910		
 				Julie Ann Hopkins Trust	0.00055416	Virginia G. Olincy Oil Trust	0.01822917		
				Mark Collver Hopkins Trust	0.00055416	Marie Urfer Stinnett	0.00303820		
				Hugh B. Key, II, ssp	0.00110832	Anne Key Davis	0.04443360		
				N. Duane & Dorthea L.J. Laney		Urfer Family Trust Dated 4/28/99	0.00303820		
Ì				Revocable Trust		-			
				Vera N. Laney, ssp	0.02864583	Robert Gordon Van Vranken, Jr.	0.00151910		
				A. Jeanette Laney Trust	0.00572917	James F. Van Vranken	0.00151910		
				Anna Lois Lynch		Dingus Investments, Inc.	0.05570290		
				Loyce M. Matthews Trust		Douglas H. Christensen	0.00375645		
				P.T. Matthews Trust	0.00477430		0.00751289		
				Rev. Ray D. Pinson		Armand Smith, Jr.	0.03853191		
				Reta Joyce Stone		Christopher P. Renaud	0.02756735		
				Anne Key Davis		Kite Royalty Co., LLC	0.04443360		
				Dingus Investments, Inc.		EnerQuest Oil & Gas, Ltd.	0.34724354		
[Douglas H. Christensen		Parsley Resources, Inc.	0.03853191		
				Eram Ali		Artamyse Watts Oil, Ltd.	0.05977475		

				Lea C	ounty, New	Mexico			
<u>Tract #</u>	Description of Land	Number of Acres		Royalty Ownership	<u>Interest</u>	Working Interest	<u>Interest</u>	Overriding Royalty	Interest
				Armand Smith, Jr.	0.00097538	Lone Star Oil & Gas	0.00375645	<u>.</u>	
				Matthew J. Parsley	0.00097538				
				Evelyn M. Laney	0.00954861				
				Sugarberry Land Company	0.00352686				
				Kite Royalty Co., LLC	0.00110832				
				Viersen Oil & Gas Co.	0.00886657				
·				EnerQuest Oil & Gas, Ltd.	0.00567221				
				Artamyse Watts Oil, Ltd.	0.00136409				
				Lone Star Oil & Gas	0.00009280				
	Sec. 30: NW/4 SE/4, S/2 SE/4	60	HBP	Eram Ali	0.00018563	Eram Ali	0.01396442	Artamyse Watts Oil, Ltd.	0.0085392
				Jana Sue Barry, ssp	0.00023872	Douglas H. Christensen	0.00698220		
	LANEY A			Ro Jean Booth	0.00525174	Lois Sherrerd Clements Trust	0.00958602		
				Claudine Bradley, ssp	0.00023872	Anne Key Davis, ssp	0.04443360		
		· · · · · · · · · · · · · · · · · · ·		Douglas H. Christensen	0.00009281	Anne Key Davis	0.02566502		
				Crump Family Partnership Ltd.	0.00196761	Dingus Investments, Inc.	0.08978358		
				Anne Key Davis, ssp	0.00110832	EnerQuest Oil & Gas, Ltd.	0.25485461		
				Dingus Investments, Inc.	0.00136124	Nancy Hershberger	0.00239653		
				EnerQuest Oil & Gas, Ltd.	0.00567221	Julie Ann Hopkins Trust	0.02221680		
			······································	Ruth Fosberg, ssp	0.00095486	Mark Collver Hopkins Trust	0.03504936		
				Mary Virginia Gibbs	0.00477431	Hugh B. Key, II, ssp	0.04443360		
				Velma E. Gilmer Trust	0.02005208	Kite Royalty Co., LLC	0.03504933		
				Julie Ann Hopkins Trust	0.00055416	Carolyn V. Larson	0.00239653		
				Mark Collver Hopkins Trust	0.00055416	Lone Star Oil & Gas	0.00698221		
				Hugh B. Key, II, ssp	0.00110832	Virginia G. Olincy Oil Trust	0.02875825		
				Kite Royalty Co., LLC	0.00055416	Parsley Resources, Inc.	0.07161998		
				A. Jeanette Laney Trust		Christopher P. Renaud	0.05124011		
				N. Duane & Dorthea L.J. Laney	0.00023872	Armand Smith, Jr.	0.07162009		
				Revocable Trust	}	-)
			·	Evelyn M. Laney	0.00954861	Marie Urfer Stinnett	0.00479306		
				Vera N. Laney, ssp		Urfer Family Trust dated 4/28/99	0.00479306		
				Lone Star Oil & Gas		James F. Van Vranken	0.00239653		
				Anna Lois Lynch Revocable Trust		Robert Gordon Van Vranken, Jr.	0.00239653		

Tract #			Serial #, Lease	Royalty Ownership	<u>Interest</u>	Working Interest	<u>Interest</u>	Overriding Royalty	Interest
		of Acres	Status	Land Martin and Tanak	0.00477490	White Oter Develts On 110	0.00504000		
			ļ	Loyce M. Matthews Trust		White Star Royalty Co., LLC	0.03504933		
				P.T. Matthews Trust	0.00477430				
				Matthew J. Parsley	0.00097538				
				Rev. Ray D. Pinson	0.00525174			<u> </u>	
				Armand Smith, Jr.	0.00097538			[
				Rita Joyce Stone, ssp	0.00023872				
				Sugarberry Land Company	0.00352686				
				Viersen Oil & Gas Co.	0.00886657		ļ	l	
				Artamyse Watts Oil, Ltd.	0.00136409				
				White Star Royalty Co., LLC	0.00055416				
7	Sec. 30: NE/4 SE/4	13.33	HBP	Texas Land & Royalty Company, Ltd.	0.06007948	Eram Ali	0.01187943	Fisher Family Partnership	0.005859
				Armand Smith, Jr.		Dingus Investments, Inc.	0.07717991	Ring Investments Corp.	0.007031
	LANEY REESE 1			Christopher P. Renaud		EnerQuest Oil & Gas, Ltd.	0.36483499	Sophie Gimbel Estate	0.001562
				Reese Minerals Limited Partnership		Christopher P. Renaud		Jill A. Roberts Rev. Trust dated	0.002685
				Caprock Minerals, LLC	0.00173611	Parsley Resources, Inc.	0.03224288	Susan A. Unterberg	0.002685
				Laurie Juanita Scott	0.00347222	Armand Smith, Jr.	0.04389475	Jill A. Roberts Trust U/A IX A. Appleman Trust	0.002685
				Angela Marie Reese	0.00173611	Douglas H. Christensen		Susan A. Unterberg Trust U/A IX A. Appleman Trust	0.002685
				Irene Investments, Inc.	0.00260417	Murray E. Helmers	0.11374800	Peter J. Gould	0.001953
				Ann Hooper Taylor		George R. Kravis II Trust	0.08271484	Texas Land & Royalty Company, Ltd.	0.026383
				Colleen G.M. Wallace	0.00260417	The Raymond and Bessie Kravis Foundation	0.06767578	Armand Smith, Jr.	0.003178
				Dingus Investments, Inc.	0.00643249	Lone Star Oil & Gas	0.00160060	Christopher P. Renaud	0.0015910
				Douglas H. Christensen	0.00028643			Dingus Investments, Inc.	0.0049020
				Eram Ali	0.00096123			Douglas H. Christensen	0.0002183
				Lone Star Oil & Gas	0.00028643			Eram Ali	0.0007320
			······································	Parsley Resources, Inc.	0.00208510			Lone Star Oil & Gas	0.000218
							+ ·	Parsley Resources, Inc.	0.0015892
	Sec. 30: NE/4 SE/4	26.67		Texas Land & Royalty Company, Ltd.	0.06007948			Fisher Family Partnership	0.0058593

[1	1	<u> </u>	TLea Co	ounty, New	Mexico		· · · · · · · · · · · · · · · · · · ·	
Tract #	Description of Land	Number of Acres	<u>Serial #, Lease</u> Status	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
				Armand Smith, Jr.	0.00417020	Dingus Investments, Inc.	0.09930025	Ring Investments Corp.	0.00703125
	LANEY REESE 2&3			Christopher P. Renaud	0.00208753	EnerQuest Oil & Gas, Ltd.	0.45677948	Sophie Gimbel Estate	0.00156250
				Reese Minerals Limited Partnership	0.03125000	Christopher P. Renaud	0.01166544	Jill A. Roberts Rev. Trust dated 10/27/83	0.00268555
				Caprock Minerals, LLC	0.00173611	Parsley Resources, Inc.	0.04328908	Susan A. Unterberg	0.00268555
				Laurie Juanita Scott	0.00347222	Armand Smith, Jr.	0.05494095	Jill A. Roberts Trust U/A IX A. Appleman Trust	0.00268555
				Angela Marie Reese	0.00173611	Douglas H. Christensen		Susan A. Unterberg Trust U/A IX A. Appleman Trust	0.00268555
				Irene Investments, Inc.	0.00260417	Lone Star Oil & Gas		George R. Kravis II Trust	0.00590820
				Ann Hooper Taylor		Murray E. Helmers		The Raymond and Bessie Kravis Foundation	0.00483398
				Colleen G.M. Wallace	0.00260417			Peter J. Gould	0.00195313
				Dingus Investments, Inc.	0.00643249			Texas Land & Royalty Company, Ltd.	0.02638374
				Douglas H. Christensen	0.00028643			Armand Smith, Jr.	0.00317841
				Eram Ali	0.00096123			Christopher P. Renaud	0.00159105
				Lone Star Oil & Gas	0.00028643			Dingus Investments, Inc.	0.00490267
				Parsley Resources, Inc.	0.00208510			Douglas H. Christensen	0.00021831
								Eram Ali	0.00073263
								Lone Star Oil & Gas	0.00021831
								Parsley Resources, Inc.	0.00158920
9	Sec. 31: N/2 N/2	160	НВР	Elmer R. Beebe	0.01093750			Sapphire Royalties, Inc.	0.00250000
				Norma L. Beebe		Douglas H. Christensen		Andrews Royalty, Inc.	0.00112500
	PEARL GOODE			Kathrine Bingham		Crump Family Partnership Ltd.	0.11167886	Bandera Minerals, III LLC	0.00250000
				Culroy P/A		Dingus Investments, Inc.		Lowell Deckert Estate	0.01000000
				Keith Pratt Daniels		EnerQuest Oil & Gas, Ltd.		Llano Production Company	0.00071094
				Arnold Dunn	0.01093750	Lone Star Oil & Gas	0.00526787	Magnolia Royalty Company, Inc.	0.00250000
				Pearline R. Elrod		Parsley Resources, Inc.	0.05408638	Morgan Capital Group, Inc.	0.00250000
				Sherri Faye Halliburton & David Vincent Halliburton J/T	0.02734375	Christopher P. Renaud		Daniel M. Alexander & Padgett Alexander Revocable Trust	0.01000000
				Carl & Cybil Lee	0.00195313	Armand Smith, Jr.	0.05408637	James R. Small	0.00030469
				McCaig Family Partnership	0.00065098				

Tract #	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
1140(#	Description of Lund	of Acres		Novally Ownership			Moroot	oremany royary	interest
				Lajuan Miles	0.02734375				
				Lynda Pratt Rast	0.00585937				
10	Sec. 32: N/2 NW/4	80	HBP	State of New Mexico	0.12500000			Jim A. Dawson	0.0000500
		·				Douglas H. Christensen		Llano Production Company	0.0262000
	LOWE STATE					Crump Family Partnership Ltd.		Lowe Partners, LP	0.0425000
						Dingus Investments, Inc.		James R. Small	0.0112500
						EnerQuest Oil & Gas, Ltd.		Marshall R. Young Oil Company	0.0033333
						Lone Star Oil & Gas		George M. Young, Sr.	0.0016666
						Parsley Resources, Inc.	0.05069162		
						Christopher P. Renaud	0.03517969		
						Armand Smith, Jr.	0.05069169		
							+		
11	Sec. 30: W/2 SW/4	80	HBP	Fleischaker Mineral Company LLC	0.02083374			Charter Royalty 94-1 Acq Fund	0.0306250
				Rocket Oil & Gas Co Ltd Partnership		Douglas H. Christensen		James R. Small	0.0131250
	ROCKET CAIN			Stanley H. Singer Revocable Trust		Crump Family Partnership Ltd.		Marshall R. Young Oil Company	0.0066666
				Teton Properties, LLC		Dingus Investments, Inc.		George M. Young, Sr.	0.00333333
				Three M Oil Company	0.01562500	EnerQuest Oil & Gas, Ltd.	0.45659531		
						Lone Star Oil & Gas	0.00493750		
						Parsley Resources, Inc.	0.05069162		
						Christopher P. Renaud	0.03517969		
						Armand Smith, Jr.	0.05069169		
	0 00 5/0 011/4					Le	-		
	Sec. 30: E/2 SW/4, S/2 NW/4	160	НВР	Marjorie H. Augustine	0.00979170	Fram Ali	0.01029284		
	3/2 11/1/4	100		Jeannine H. Byron		Douglas H. Christensen	0.01029284	· · · · · · · · · · · · · · · · · · ·	
	SAMUEL CAIN			Roy Lee Wright Cain Trust u/t/a/d		Crump Family Partnership Ltd.	0.10910434	· ·	
	SAWDEL CAIN			10/6/90					
				Beverly V. Cox		Dingus Investments, Inc.	0.07548096	· · · · · · · · · · · · · · · · · · ·	
				Nancy Iola Henry		EnerQuest Oil & Gas, Ltd.	0.47591338		
				Jerry & Margaret Hooper		Lone Star Oil & Gas	0.00514643		1
				Jimmy Joe & Lynne Hooper	0.00694440	Parsley Resources, Inc.	0.05283810		
				William C. Humble	0.00979170	Christopher P. Renaud	0.03666832		
				Lora Mae Rawlings	0.01101560	Armand Smith, Jr.	0.05283810		<u>}</u>

Lea County, New Mexico									
Tract #	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
		of Acres	Status						
				Jill A. Roberts Revocable Trust	0.00781250				
				Lavita Joy Sullivan	0.01305560				
				Susan Unterberg	0.00781250				

EXHIBIT "C" Schedule of Tract Participation East Hobbs (San Andres) Unit Lea County, New Mexico

<u>Tract #</u>	Description	Lease Name	Acreage	<u>Tract</u> Participation Factor	
1	S/2 SW/4, NW/4 SW/4 Section 29, T-18-S, R-39-E	Carrie O. Davis	120	15.204311	
2	S/2 NE/4 Section 30, T-18-S, R-39-E	D.F. Fergason	80	0.857979	
3	NE/4 SW/4 Section 29, T-18-S, R-39-E	Zachary Davis	40	1.473563	
4	SW/4 NW/4 Section 29, T-18-S, R-39-E	June Speight	40	0.108696	
5	NW/4 SE/4, S/2 SE/4 Section 30, T-18-S, R-39-E	Laney	60	18.322423	
6	NW/4 SE/4, S/2 SE/4 Section 30, T-18-S, R-39-E	Laney A	60	19.993114	
7	NE/4 SE/4 Section 30, T-18-S, R-39-E	Laney Reese #1	13.33	1.822673	
8	NE/4 SE/4 Section 30, T-18-S, R-39-E	Laney Reese #2 & #3	26.67	36.944219	
9	N/2 N/2 Section 31, T-18-S, R-39-E	Pearl Goode	160	2.473871	
10	N/2 NW/4 Section 32, T-18-S, R-39-E	Ralph Lowe State	80	0.415278	
11	W/2 SW/4 Section 30, T-18-S, R-39-E	Rocket Cain	80	0.330804	
12	E/2 SW/4, S/2 NW/4 Section 30, T-18-S, R-39-E	Samuel Cain	160	2.053069	
		TOTALS	920	100.000000	

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45	I HUBBS (GRAY	BURG SAN ANDRES) UNIT - U	INIT PARTICIP		
				Tract Participation	Unit Participation
		Working Int. Owner	WI, %	Factor %	%
2	FERGASON	Andrew Stoudt	0.625000%	0.857979%	0.005362%
		Anna Kay Davia	5 0704000	40.0004000	0.0004050
		Anne Key Davis	5.078120%	18.322423%	0.930435%
		Anne Key Davis	8.011270%	19.993114%	1.6017029
+		Anne Key Davis Anne Key Davis Subtotal	2.534889%	0.108696%	0.002755%
-		Anne Key Davis Subtotai			2.534892%
1	C O DAVIS	Armand Smith, Jr.	6.416665%	15.204311%	0.975610%
		Armand Smith, Jr.	2.397000%	1.473563%	0.0353219
		Armand Smith, Jr.	6.296330%	0.857979%	0.0540219
-		Armand Smith, Jr.	6.561631%	0.108696%	0.0071329
_		Armand Smith, Jr.	5.607862%	1.822673%	0.1022139
		Armand Smith, Jr.	6.967392%	36.944219%	2.5740499
		Armand Smith, Jr.	4.403644%	18.322423%	0.806854
		Armand Smith, Jr.	8.308419%	19.993114%	1.661112
		Armand Smith, Jr.	the second se	2.473871%	0.158740
_			6.416665%		
	RALPH LOWE ST		6.416665%	0.415278%	0.026647
	ROCKET CAIN	Armand Smith, Jr.	6.416665%	0.330804%	0.021227
4	SAMUEL CAIN	Armand Smith, Jr.	6.416665%	2.053069%	0.131739
4		Armand Smith, Jr. Subtotal			6.554664
4					
	LANEY	Carolyn Larson	0.173610%	18.322423%	
5	LANEY A	Carolyn Larson	0.273888%	19.993114%	0.054759
		Carolyn Larson Subtotal			0.086568
_					
	C O DAVIS	Christopher P. Renaud	4.453125%	15.204311%	
-	FERGASON	Christopher P. Renaud	4.369627%	0.857979%	
	J SPEIGHT	Christopher P. Renaud	3.326496%		
	LANEY	Christopher P. Renaud	3.150571%		
	LANEY A	Christopher P. Renaud	5.944215%		
	L REESE 1	Christopher P. Renaud	1.555394%	1.822673%	0.028350
3	L REESE 2,3	Christopher P. Renaud	1.555394%	36.944219%	0.574628
)	PEARL GOODE	Christopher P. Renaud	4.453125%		
)	RALPH LOWE ST	Christopher P. Renaud	4.453125%		
	ROCKET CAIN	Christopher P. Renaud	4.453125%		
2	SAMUEL CAIN	Christopher P. Renaud	4.453125%		
		Christopher P. Renaud Subt			3.321660
-		•			
1	C O DAVIS	Crump Family Part., Ltd.	13.250000%	15.204311%	2.014571
2	FERGASON	Crump Family Part., Ltd.	13.001563%	0.857979%	0.111551
	J SPEIGHT	Crump Family Part., Ltd.	4.486372%		
	LANEY	Crump Family Part., Ltd.	8.963342%		
	PEARL GOODE	Crump Family Part., Ltd.	13.250000%		
	RALPH LOWE ST		13.250000%		
	ROCKET CAIN	Crump Family Part., Ltd.	13.250000%		
	SAMUEL CAIN	Crump Family Part., Ltd.	13.250000%		
-		Crump Family Subtotal	10.200007	2.0000007	4.47197
-					
ĩ	C O DAVIS	Dingus Investments, Inc.	9.166670%	15.204311%	1.393729
	DAVIS	Dingus Investments, Inc.	4.800000%		
	FERGASON	Dingus Investments, Inc.	8.994792%		
_	J SPEIGHT	Dingus Investments, Inc.	10.099873%		
	L REESE 1	Dingus Investments, Inc.	9.800488%		
	L REESE 2,3	Dingus Investments, Inc.	12.522988%		and the second s
	LANEY	Dingus Investments, Inc.	6.366045%		
	LANEY A	Dingus Investments, Inc.	10.415507%		
	PEARL GOODE	Dingus Investments, Inc.	9.166670%		
	RALPH LOWE ST		9.166670%	the second s	
-	ROCKET CAIN	Dingus Investments, Inc.	9.166670%		
	SAMUEL CAIN	Dingus Investments, Inc.	9.166670%		
<	JANULL UAIN	Dingus investments, inc. Su		2.055009%	10.08992
		singua investments, inc. Su		1	10.00332
1	C O DAVIS	Douglas H. Christensen	0.625000%	15.204311%	0.09502
	FERGASON	Douglas H. Christensen	0.613282%		
	J SPEIGHT	Douglas H. Christensen	0.0132027		
_					
		Douglas H. Christensen	0.429310%		
		Douglas H. Christensen	0.809986%		
	L REESE 1	Douglas H. Christensen	0.2134149		
-	L REESE 2,3	Douglas H. Christensen	0.2134149		
	PEARL GOODE	Douglas H. Christensen	0.625000%		The second se
	RALPH LOWE ST		0.625000%		
	ROCKET CAIN	Douglas H. Christensen	0.625000%		
-	SAMUEL CAIN	Douglas H. Christensen	0.625000%		
2	SANDEL CAN	Douglas H. Christensen Sul			• • • • • • • • • • • • • • • • • • • •

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	T HODDC (ODA				·
EA	SI HUBBS (GRATI	BURG SAN ANDRES) UNIT - U	INT PARTICIP	Tract	Unit
Tr.				Participation	Participation
	Lease	Working Int. Owner	WI, %	Factor %	%
				1 40101 //	
1	C O DAVIS	Enerquest Oil & Gas, Ltd.	57.796875%	15.204311%	8.787617%
		Enerquest Oil & Gas, Ltd.	19.951400%	1.473563%	0.293996%
		Enerquest Oil & Gas, Ltd.	56.713228%	0.857979%	0.486588%
	J SPEIGHT	Enerquest Oil & Gas, Ltd.	52.744134%	0.108696%	0.057331%
		Energuest Oil & Gas, Ltd.	46.607260%	1.822673%	0.849498%
	L REESE 2,3 LANEY	Enerquest Oil & Gas, Ltd. Enerquest Oil & Gas, Ltd.	57.923513% 39.685032%	36.944219% 18.322423%	21.399389% 7.271259%
	LANEY A	Energuest Oil & Gas, Ltd.	29.564903%	19.993114%	5.910945%
	PEARL GOODE	Energuest Oil & Gas, Ltd.	57.796875%	2.473871%	1.429820%
		Energuest Oil & Gas, Ltd.	57.796875%	0.415278%	0.240018%
	ROCKET CAIN	Enerquest Oil & Gas, Ltd.	57.796875%	0.330804%	0.191194%
12	SAMUEL CAIN	Enerquest Oil & Gas, Ltd.	57.796875%	2.053069%	1.186610%
		Enerquest Oil & Gas, Ltd. Sul	ototal		48.104265%
	0.0.0.110				
	C O DAVIS DAVIS	Eram Ali	1.250000%	15.204311%	0.190054%
	DAVIS FERGASON	Eram Ali Eram Ali	0.757500%	1.473563%	0.011162%
	J SPEIGHT	Eram Ali	1.226566%	0.857979%	0.010524%
	L REESE 1	Eram Ali	1.506563%	1.822673%	
	L REESE 2,3	Eram Ali	1.936250%	36.944219%	
5	LANEY	Eram Ali	0.858621%	18.322423%	
6	LANEY A	Eram Ali	1.619973%	19.993114%	
	PEARL GOODE	Eram Ali	1.250000%	2.473871%	
	RALPH LOWE ST	The second se	1.250000%	0.415278%	
	ROCKET CAIN	Eram Ali	1.250000%		
12	SAMUEL CAIN	Eram Ali	1.250000%	2.053069%	
		Eram Ali Subtotal			1.503283%
2	FERGASON	Florence Branaman	0.625000%	0.857979%	0.005362%
	LANEY	Hugh B. Key II	5.078120%	18.322423%	0.930435%
	J SPEIGHT	Hugh B. Key II	1.947824%		
	LANEY A	Hugh B. Key II	5.078120%		
		Hugh B. Key II Subtotal			1.947826%
5	LANEY	Urfer Family Trust dtd. 4/28/99	0.347220%	18.322423%	0.063619%
	LANEY A	Urfer Family Trust dtd. 4/28/99			and the second sec
		James F. Urfer Subtotal			0.173137%
5	LANEY	James F. Van Vranken	0.173610%	18.322423%	0.031810%
	LANEY A	James F. Van Vranken	0.273888%		
		James F. Van Vranken Subto		1	0.086568%
	LANEY	Julie Ann Hopkins Trust	2.539070%		
	J SPEIGHT	Julie Ann Hopkins Trust	0.973916%		
6	LANEY A	Julie Ann Hopkins Trust Julie Ann Hopkins Trust Sub	2.539070%	19.993114%	0.507639% 0.973917%
\vdash		June Ann Hupkins Hust Sub		<u>+</u>	0.813811%
5	LANEY	Kite Royalty Co., LLC	5.078120%	18.322423%	0.930435%
	J SPEIGHT	Kite Royalty Co., LLC	1.733168%		
	LANEY A	Kite Royalty Co., LLC	4.005635%		0.800851%
		Kite Royalty Co., LLC Subtot	al		1.733170%
	LANEY	Lois S. Clements Trust	0.694420%		
<u></u>	LANEY A	Lois S. Clements Trust	1.095520%	19.993114%	
	+	Lois S. Clements Trust Subt		+	0.346263%
	C O DAVIS	Lone Star Oil & Gas	0.625000%	15.204311%	0.095027%
	FERGASON	Lone Star Oil & Gas	0.613282%		
	J SPEIGHT	Lone Star Oil & Gas	0.457757%		
5	LANEY	Lone Star Oil & Gas	0.429310%	18.322423%	0.078660%
6	LANEY A	Lone Star Oil & Gas	0.809986%	19.993114%	0.161941%
	L REESE 1	Lone Star Oil & Gas	0.213414%		
	L REESE 2,3	Lone Star Oil & Gas	0.213414%		
	PEARL GOODE	Lone Star Oil & Gas	0.625000%		
	RALPH LOWE ST	and the second secon	0.625000%		
	ROCKET CAIN	Lone Star Oil & Gas Lone Star Oil & Gas	0.625000%		
<u> </u>		Lone Star Oil & Gas Subtota	0.625000%	2.053069%	0.012832%
\vdash				+	0.45/0/0%
	L REESE 1	Murray E. Helmers	13.253828%	1.8226739	0.241574%
4	J SPEIGHT	Murray E. Heimers	5.143682%		
1	B L REESE 2,3	Murray E. Helmers	13.253828%		4.896523%
1		Murray E. Helmers Subtotal			5.143688%

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'r. # 1	Lease	Working Int. Owner	WI, %	Tract Participation Factor %	Unit Participatio %
711	REESE 1	George Kravis II, Trust	9.453125%	1.822673%	0.172300
71	L REESE 1	Ray & Bessie Kravis Foundatio	7.734375%	1.822673%	0.140972
5	LANEY	Marie Urfer Stinnett	0.347220%	18.322423%	0.063619
	LANEY A	Marie Urfer Stinnett	0.547776%	19.993114%	0.109517
		Marie Urfer Stinnett			0.173137
		Made Oalthian Handling Truck	0 5000700/	40.0004000	0 105010
		Mark Collver Hopkins Trust	2.539070%	18.322423%	0.465219
	J SPEIGHT	Mark Collver Hopkins Trust	1.267450%	0.108696%	0.001378
0	LANEY A	Mark Collver Hopkins Trust	4.005650%	19.993114%	0.800854
-+		Mark C Hopkins Trust Subto			1.267451
2	FERGASON	Mary E. Wrynn	0.625000%	0.857979%	0.005362
1	C O DAVIS	Parsley Resources, Inc.	6.416665%	15.204311%	0.975610
	DAVIS	Parsley Resources, Inc.	2.397000%	1.473563%	0.035321
	FERGASON	Parsley Resources, Inc.	6.296330%	0.857979%	0.054021
	J SPEIGHT	Parsley Resources, Inc.	5.958689%	0.108696%	0.006477
	L REESE 1	Parsley Resources, Inc.	4.054277%		0.073896
	L REESE 2,3	Parsley Resources, Inc.	5.413807%		
	LANEY	Parsley Resources, Inc.	4.403625%		
	LANEY A	Parsley Resources, Inc.	8.308382%		
	PEARL GOODE	Parsley Resources, Inc.	6.416665%		
		Parsley Resources, Inc.	6.416665%		
	ROCKET CAIN	Parsley Resources, Inc.	6.416665%		
	SAMUEL CAIN	Parsley Resources, Inc.	6.416665%	2.053069%	0.131739
		Parsley Resources, Inc. Sub	total		5.951721
5	LANEY	Nancy Hershberger	0.173610%	18.322423%	0.031810
	LANEY A	Nancy Hershberger	0.273888%		
		Nancy Hershberger Subtota		10.000111.0	0.08656
	1 4 5 4 77 5 4		0.47004004	10.000.000	0.00101
	LANEY	Robert G. Van Vranken, Jr.	0.173610%		
6	LANEY A	Robert G. Van Vranken, Jr.	0.273888%	19.993114%	
		Robert G. Van Vranken, Jr. S			0.08656
5	LANEY	Artamyse Watts Oil, Ltd.	6.831400%	18.322423%	1.25167
5	LANEY	Virginia G. Olincy Trust	2.083300%	18.322423%	0.38171
	LANEY A	Virginia G. Olincy Trust	3.286625%		
		Virginia G. Olincy Trust Sub			1.03881
6	LANEY A	White Star Royalty Co., LLC	4.005635%	19.993114%	0.80085
	J SPEIGHT	White Star Royalty Co., LLC	0.801722%		
		White Star Royalty Co., LLC		0.1000307	0.80172
	DAVIS	Texland LP	29.447025%	1.473563%	0.43392
	DAVIS	David H. Arrington	34.848550%		
	DAVIS	Bruce D. Brockman	0.174243%		
	DAVIS	Michael E Chapman	0.174243%		
	DAVIS	Keith W. Davis	0.696971%		
	DAVIS	JMA Oil Properties Ltd.	1.742428%		
	DAVIS	Sydney E. Niblo	0.696971%		
	DAVIS	William F. Pendleton	0.696971%		
	DAVIS	Gary Phillips	0.174243%		
	DAVIS	Gordon E. Sommers	0.696971%		
	DAVIS	H. C. Zachry	0.348486%	1.473563%	0.00513



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EXHIBIT "E"

1 EnerQuest Resources, LLC as Unit Operator and EnerQuest Oil & Gas, Ltd., et al as Working Interest Owners 2 3 4 5 6 7 ACCOUNTING PROCEDURE 8 q JOINT OPERATIONS 10 11 I. GENERAL PROVISIONS 12 13 Definitions (The added terms below in quotes are defined in the Unit Agreement and the Unit Operating Agreement and shall have the same meaning and effect in this Exhibit "E". 1. 14 15 "Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure 16 is attached said Agreement being the Unit Operating Agreement. 17 "Joint Operations" shall mean all operationsfor -- the----development.--proper--operation --- protection -01--18 maintenance of the Joint Property the same as "Unit Operations". 19 "Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint 20 Operations and which are to be shared by the Parties as set out in Article 11 and elsewhere in the Unit Operating Agreement. 21 "Operator" shall mean the party designated to conduct the Joint Operations and mean the same as "Unit Operator". 22 "Non-Operators" shall mean the Parties to this agreement other than the Operator and mean the same as "Working Interest Owner". 23 "Parties" shall mean Operator and Non-Operators. 24 "First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct 25 supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating 26 capacity. 27 "Technical Employees" shall mean those employees having special and specific engineering, geological or other 28 professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and 29 problems for the benefit of the Joint Property. 30 "Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees. the same as "Unit Equipment" "Material" shall mean / personal property, equipment or supplies acquired or held for use on the Joint Proper 31 or supplies acquired or held for use on the Joint Property. 32 "Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as 33 most recently recommended by the Council or Petroleum Accountants Societies. 34 35 Statement and Billings 2. 36 37 Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint 38 Account for the preceding month. Such bills will be accompanied by statements which identify the authority for 30 expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and 40 expense except that items of Controllable Material and unusual charges and credits shall be separately identified and 41 fully described in detail. 42 43 3. Advances and Payments by Non-Operators 44 45 Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their 46 share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the 47 billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust 48 each monthly billing to reflect advances received from the Non-Operators. 40 50 Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made R 51 within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at _Bank of Texas 52 on the first dav of the month in which delinguency occurs plus 1% the or 53 maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, 54 whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid 55 amounts. 56 57 4. Adjustments 58 59 Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; 60 provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall 61 conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar 62 year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes 63

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Controllable Material as provided for in Section V.

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claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same

prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of

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1	5.	Audits
2 3 4 5 6 7 8 9 10 11 12 13		A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.
14 15		B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.
16 17 18 19 20 21 22 23	6.	Approval By Non-Operators Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.
24		II. DIRECT CHARGES
25 26	Operator s	shall charge the Joint Account with the following items:
27 28	1.	Ecological and Environmental
29 30 31 32		Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations.
33 34	2.	Rentals and Royalties
35 36 37		Lease rentals and royalties paid by Operator for the Joint Operations.
38	3.	Labor
39 40 41 42		 A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations. (2) Salaries of First level Supervisors in the field.
43 44 45 46		(3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the overhead rates.
47 48 49 50		(4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the operation or the Joint Property if such charges are excluded from the overhead rates.
51 52 53 54 55 56		B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
57 58 59 60		 C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II. D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under
60 61 62		Paragraphs 3A and 3B of this Section II.
63 64	4.	Employee Benefits
65 66 67 68		Operator's current costs or established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent most recently recommended by the Council of Petroleum Accountants Societies.
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1	5.	Material
2	5.	(744UE) 141
3		Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such
4		Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is
5		reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be
6		avoided.
7		
8	6.	Transportation
9		
10		Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:
11		A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be
12 13		A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like
14		material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.
15		
16		B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint
17		Account for a distance greater than the distance to the nearest reliable supply store where like material is normally
18		available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be
19		made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the
20		Parties.
21		O I de sull'été de setemente la la col D struct de setier la surflier es struct tradière sont is
22		C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the
23 24		available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies.
25		
26	7.	Services
27		
28		The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph
29		10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract or for the benefit of
30		services of technical personnel directly engaged on / the Joint Property if such charges are excluded from the overhead or for the benefit of
31		rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on / the
32		Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.
33	D	Equipment and Facilities Furnished By Operator
34 35	8.	Equipment and Facilities Full insued by Operator
36		A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate
37		with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating
38		expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to
39		exceed <u>twelve</u> percent (<u>12.0</u> %) per annum. Such rates shall not exceed average commercial
40		rates currently prevailing in the immediate area of the Joint Property.
41		
42		B. In lieu of charges in Paragraph 8A above, Operator may elect to use average commercial rates prevailing in the
43		immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.
44 45		published by the redoledin Motor Transport Association.
46	9.	Damages and Losses to Joint Property
47		
48		All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or
49		losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross
50		negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as
51		soon as practicable after a report thereof has been received by Operator.
52		
53	10.	Legal Expense
54 55		Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and
56		Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to
57		protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of
58		outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be
59		covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section
60		I, Paragraph 3.
61		
62	11.	Taxes
63		All taxan of average bind and mature account of both to be the state of the state o
64 65		All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad
66		valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then
67		notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties
68		hereto in accordance with the tax value generated by each party's working interest and Article 11.1 of the Unit Operating Agreement.
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1 12. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

13. Abandonment and Reclamation

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

13 14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

19 15. Other Expenditures

Any other expenditure not covered 'or'''dealt with in the foregoing provisions of this Section II, or in Section III and which is of direct benefit to the Joint¹⁰Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

28 1. Overhead - Drilling and Producing Operations

- i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:
 - (X) Fixed Rate Basis, Paragraph IA, or

(-----) Percentage Basis, Paragraph IB

14 (11) 14 (11)

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:

(-----) shall be covered by the overhead rates, or

- (X) shall not be covered by the overhead rates.
- iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property:

(-----) shall be covered by the overhead rates, or

- (X) shall not be covered by the overhead rates.
- A. Overhead Fixed Rate Basis
 - (1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ 3,500.00 (Prorated for less than a full month)

Producing Well Rate \$_____350.00____

- (2) Application of Overhead Fixed Rate Basis shall be as follows:
 - (a) Drilling Well Rate

(1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever





-	CC)P/	S
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is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.

(2) Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig or other units used in workover, commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(b) Producing Well Rates

u

- (1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
- (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- (3) An inactive (1) gas in well shut in because of overproduction or failure of purchaser to take the production shallⁱⁿ be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- (4) A one-well tharge shall be made for the month in which plugging and abandonment operations are completed by on any well. This one-well charge shall be made whether or not the well has produced except when drilling well rate applies.
- (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published by the United States "Départment of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

B. -- Overhead - Percentage Basis

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

(a) -- Development

(b)	-Operating	<**
		125-1

Percent (______%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied; assessed and paid upon the mineral interest in and to the Joint Property.

(2) -- Application of Overhead - Percentage Basis shall be as follows:

For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening, or any remedial operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as operating.

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint



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Account for overhead based on the following rates for any Major Construction project in excess of \$____2000.00_ 1 2 _____% of first \$100,000 or total cost if less, plus 3 4 5 3 % of costs in excess of \$100,000 but less than \$1,000,000, plus 6 2 % of costs in excess of \$1,000,000. 7 C. 8 Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single 9 10 project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be excluded. 11 12 13 3. **Catastrophe Overhead** 14 To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due 15 to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are 16 necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the 17 18 expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account 19 for overhead based on the following rates: 20 21 5 % of total costs through \$100,000; plus 22 23 B. _____% of total costs in excess of \$100,000 but less than \$1,000,000; plus 24 % of total costs in excess of \$1,000,000. 25 C. 2 26 27 Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply. 28 29 30 4. Amendment of Rates 31 The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement 32 33 between the Parties hereto if, in practice; the rates are found to be insufficient or excessive. 34 35 36 IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS 37 38 Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material 39 movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at 40 Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to 41 outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition 42 43 A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties. 44 45 Purchases 1. 46 Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of 47 48 Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account 49 when adjustment has been received by the Operator. 50 1421.5 51 2. **Transfers and Dispositions** 12. 52 53 Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, 54 unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts: 55 56 A. New Material (Condition A) 57 58 (1) Tubular Goods Other than Line Pipe 59 (a) Tubular goods, sized 2 3/8 inches OD and larger, except line pipe, shall be priced at Eastern mill 60 61 published carload base prices effective as of date of movement plus transportation cost using the 80,000 62 pound carload weight basis to the railway receiving point nearest the Joint Property for which 63 published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio 64 65 and casing from Youngstown, Ohio. 66 67 (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus 68 transportation cost from that mill to the railway receiving point nearest the Joint Property as provided 69 above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 70





pound Oil Field Haulers Association interstate truck rate shall be used. 1 2 -Special end finish tubular goods shall be priced at the lowest published out of stock price, f.o.b. Houston; 3 (c) Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound -rate: 4 truck. to the railway receiving point nearest the Joint Property. 5 6 -Macaroni tubing (size less than 2-3/8 inch OD) shall be priced at the lowest published out-of-stock prices 7 (d)-8 f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate -truck - rate 0 per weight of tubing transferred, to the railway receiving point nearest the Joint Property. 10 11 (2) Line Pipe 12 13 - Line - pipe - movements - (except size 24 - inch OD and larger - with - walls % - inch - and - over) 30,000 - pounds or (a) shall - be - priced - under - provisions - of - tubular - goods - pricing - in - Paragraph - A.(l)(a) - as - provided - abo 14 Freight charges shall be calculated from Lorain. Ohio. 15 16 17 (b) Line Pipe movements (except size 24 inch OD) and larger with walls 34 inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, 18 19 plus -20 percent, plus transportation on freight -set-forth -rates under provisions -in Paragraph A.(1)(a) as provided above. - charges 20 Freight--shallbe -calculated goods -pricing See 14 kost 21 Ohio. anan pian 22 23 Line pipe 24 inch OD and over and ¼ inch wall and larger shall be priced f.o.b. the point of (c)-24 manufacture published prices plus transportation cost to the railway receiving -at-currentpoint nearest the Joint Property. 25 26 27 (d) Line pipe, including abricated line pipe, drive pipe and conduit not listed on published price lists shall 28 be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at 29 prices agreed to by the Parties. 30 31 (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable 32 supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. 33 34 (4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current 35 new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or 36 point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint 37 Property. Unused new tubular's will be priced as provided above in Paragraph 2.A.(1) and (2). 38 39 40 B. Good Used Material (Condition B) 41 Material in sound and serviceable condition and suitable for reuse without reconditioning: 47 43 44 (1) Material moved to the Joint Property 45 At seventy-five percent (75%) of current new price, as determined by Paragraph A. 46 47 48 (2) Material used on and moved from the Joint Property 49 50 (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was 51 originally charged to the Joint Account as new Material or 52 53 (b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was 54 originally charged to the Joint Account as used Material 55 56 (3) Material not used on and moved from the Joint Property 57 58 At seventy-five percent (75%) of current new price as determined by Paragraph A. 59 The cost of reconditioning, if any, shall/ be absorbed by the transferring property and shall be charged to the Joint Account. 60 61 62 C. Other Used Material 63 64 (1) Condition C 65 66 Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by 67 Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition 68 69 C value plus cost of reconditioning does not exceed Condition B value. 70

14.





(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

- (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.
- (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non upset basis.
- (3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that "which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

- E. Pricing Conditions
 - (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph 1.A.(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.
 - (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.
- 40 3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies. strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

50 4. Warranty of Material Furnished By Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

- V. INVENTORIES
- The Operator shall maintain detailed records of Controllable Material.
- 1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

67 2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for



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overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

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3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

4. Expense of Conducting Inventories

A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.

B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

EXHIBIT "F"

Attached to and made a part of that Certain Unit Operating Agreement for the East Hobbs (San Andres) Unit by and between EnerQuest Resources, LLC as Unit Operator and EnerQuest Oil & Gas, Ltd., et al as Working Interest Owners

INSURANCE AND INDEMNITY

Without in any way limiting the Operator's and Non-Operator's liability pursuant to this Agreement, Operator shall, at all times while operations are conducted under this Agreement, maintain for the benefit of all parties hereto, insurance at the types and in the maximum amounts as follows. Premiums for such charges shall be charged to the joint account.

All such insurance shall be maintained in full force and effect during the terms of this Agreement; however, such insurance may be canceled, altered or amended as deemed necessary by Operator. If so required, Operator agrees to have its insurance carrier furnish certificates of insurance evidencing such insurance coverages.

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

Non-operating working interest owners agree that the limits and coverage carried by the Operator are adequate and shall hold Operator harmless if any claim exceed such limits or is not covered by such policy.

<u>KIND</u>	POLICY FORM	MINIMUM LIMITS <u>OF LIABILITY</u>
Workmen's Compensation	Statutory	Statutory \$ 500,000
Comp. General Liability	Comprehensive	\$1,000,000 General Aggregate
Motor Vehicle	Comprehensive (including non-ownership liability & hired automobile coverage)	\$1,000,000 Combined Single Limit
Excess Liability	Umbrella	\$5,000,000 Aggregate

Operator shall require all third party contractors performing work in or on the premises covered hereby to carry insurance and in such amounts as Operator shall deem necessary.

Ex-F

EXHIBIT "G"

Equipment Inventory East Hobbs (San Andres) Unit Lea County, New Mexico <u>Tract</u>

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				Participation
Tract #	Lease Name	Equipment	Value	Factor
<u>1140(#</u>	Lease Maine	Eddipinon		
1	Carrie O. Davis	American D-228	\$10,000.00	15.204311
		Lufkin 228-D	\$12,500.00	
		EMSCO SN 551	\$5,000.00	
		Jenson Bros. 320-235	\$15,000.00	
		Tank Battery	\$18,000.00	
		TOTAL	\$60,500.00	
2	D.F. Fergason	Lufkin 228	\$7,500.00	0.857979
		Tank Battery	\$1,500.00	
		TOTAL	\$9,000.00	
3	Zachary Davis	API 228	\$10,000.00	1.473563
		Tank Battery	\$4,000.00	
		TOTAL	\$14,000.00	
4	June Speight	Non producing	\$0.00	0.108696
		TOTAL	\$0.00	
5	Laney	Cabot 114	\$2,000.00	18.322423
		Cabot 114	\$2,000.00	
		Cabot 114	\$2,000.00	
		Tank Battery	\$6,000.00	
		TOTAL	\$12,000.00	
6	Laney A	Lufkin 228-D	\$12,500.00	19.993114
		Bethlehem 228	\$12,500.00	
		American 160	\$10,000.00	
		Tank Battery	\$20,000.00	
		TOTAL	\$55,000.00	
7	Laney Reese #1	Lufkin 114	\$6,000.00	1.822673
		Tank Battery	\$2,833.33	
		TOTAL	\$8,833.33	
8	Laney Reese #2 & #3	American 228	\$12,500.00	36.944219
		American 160D	\$6,000.00	
		Tank Battery	\$5,666.67	
		TOTAL	\$24,166.67	
9	Pearl Goode	Sentry 114	\$1,500.00	2.473871
		Sentry 114	\$1,500.00	
		Lufkin 1400	\$3,500.00	
		Tank Battery	\$4,000.00	
		TOTAL	\$10,500.00	
10	Ralph Lowe State	National 228	\$1,500.00	0.415278
		Tank Battery	\$2,000.00	
		TOTAL	\$3,500.00	
11	Rocket Cain	American 114	\$1,500.00	0.330804
		Tank Battery	\$1,000.00	
		TOTAL	\$2,500.00	
12	Samuel Cain	CMI 160	\$8,500.00	2.053069
		Churchill 228	\$12,000.00	
		Tank Battery	\$5,500.00	
		TOTAL	\$26,000.00	
		TOTAL EQUIPMENT	<u>\$226,000.00</u>	<u>100.000000</u>

				Lea Co	o <mark>unty, New</mark> -	Mexico			
ract #	Description of Land			Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	<u>Interest</u>
·· · ·		of Acres	Status	·					
	Sec. 29: S/2 SW/4,								
	NW/4 SW/4	120	HBP	Eram Ali	0.00010821			Charter Royalty 94-1 Acq Fund	0.0525000
	-			Douglas H. Christensen		Douglas H. Christensen	+	James R. Small	0.0225000
	CARRIE O. DAVIS			Crump Family Partnership Ltd.	0.00114705	Crump Family Partnership Ltd.		Marshall R. Young Oil Company	0.0066666
				Carleton Davis	0.00208400	Dingus Investments, Inc.	0.07241669	George M. Young, Sr.	0.0033333
				Dingus Investments, Inc.	0.00079298	EnerQuest Oil & Gas, Ltd.	0.45659531		
				Donna E. Dyer	0.00312500	Lone Star Oil & Gas	0.00493750		
				Sandra J. Eaton	0.00295150	Parsley Resources, Inc.	0.05069162		
				EnerQuest Oil & Gas, Ltd.	0.00307324	Christopher P. Renaud	0.03517969		
				Gods House of Prayer	0.05833400	Armand Smith, Jr.	0.05069169		
				Virginia Ann Jackson	0.00196800)			
			· · · · · · · · · · · · · · · · · · ·	Theodore Johnson Estate	0.00625000				
				Judson Properties, Ltd.	0.00065567				
				LAJ Corporation	0.00065567				
				Dorothy Locastro	0.00062500				
				Lone Star Oil & Gas	0.00005411				
				Elizabeth Love	0.00680500				
				The Martin Living Trust	0.00065566				
				New Mexico Boys and Girls Ranch	0.00208300				
				Mary J. Parker	0.00393400				
				Matthew J. Parsley	0.00068563				
			*******	Sal Ribera	0.01180600				
				Rowley Bros	0.00833400				
				Armand Smith, Jr.	0.00068563	1			
			· · · · · · · · · · · · · · · · · · ·	Sugarberry Land Company	0.00205604				
				David A. Williams	0.00312500				
			· · · · · · · · · · · · · · · · · · ·	Virginia M. Wingard	0.00295150				
						· · · · · · · · · · · · · · · · · · ·			
28	Sec. 30: S/2 NE/4	80	HBP	Eram Ali	0.00017414	Eram Ali	0.00973947	Charter Royalty 94-1 Acq Fund	0.0479062
				BKKA	0.01171880	FAO Florence Branaman	0.00625000	James R. Small	0.0205312
C	D.F. FERGASON			Roy G. Barton, Jr.		Douglas H. Christensen	and a second	Marshall R. Young Oil Company	0.0017708
				Roy G. Barton, Sr & Opal Barton		Crump Family Partnership Ltd.		George M. Young, Sr.	0.0008854
				Clare C. Beall		Dingus Investments, Inc.	0.07142266		
			The second secon	Mildred M. Day Bernard		EnerQuest Oil & Gas, Ltd.	0.45032823		·

BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case No. <u>13041/13042</u> Exhibit No. 6 Submitted by: <u>ENERQUEST RESOURCES, L.L.C.</u> Hearing Date: <u>March 27, 2003</u>

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Tract #	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
	·····	of Acres	<u>Status</u>						
				Mary Payne Brisbane		Lone Star Oil & Gas	0.00486974	· · · · · · · · · · · · · · · · · · ·	
				Douglas H. Christensen		Parsley Resources, Inc.	0.04999571		
				Dr. Ben M. Colletti		Christopher P. Renaud	0.03469679		
				Genevieve Fergason Colletti	0.01997228	Armand Smith, Jr.	0.04999570		
				Crump Family Partnership Ltd.	0.00153549	FAO Andrew A. Stoudt	0.00625000		
				Helen A. Dean	0.00152990	FAO Mary E. Wrynn	0.00625000		
				Ivan C. Dean	0.00611980				
				Dingus Investments, Inc.	0.00115430				
				Kenneth L. & Jane E. Edwards	0.00260420				
				Ervin Elsea	0.00130200				
		•••		EnerQuest Oil & Gas, Ltd.	0.00496030				
				Nellie L. Fleming	0.00026041				
				Headington Oil Company, LP	0.00390620				
				Charles Fred Jennings	0.00009766				
				James Roger Jennings	0.00009766				
				Jo Johnson	0.00390630				
				M.H. Lang	0.00039060				
T				Jewel Lansing & Annette Lansing J/T	0.00065104				
				Eva Mae Lewis	0.00234370				
				Lone Star Oil & Gas	0.00007243				
				Michelle Martinez	0.00130210				
				Virginia H. Jennings Matthews	0.00006510				
				Margaret Fergason Mauk	0.00998609				
				Elizabeth Jennings McCormick	0.00026041				
				Margaret Peabody Newkom	0.00065105			· · · · · · · · · · · · · · · · · · ·	
				Kendall B. Niceley	0.00078130				
				Matthew J. Parsley	0.00101060				
				Pecos Bend Royalties, Inc.	0.00039060				
j.				Christine Riley	0.00130210	· · · · · · · · · · · · · · · · · · ·			
				Russell T. Rudy	0.00781250				
	· · · · · · · · · · · · · · · · · · ·			Armand Smith, Jr.	0.00101060				
				Sugarberry Land Company	0.00303060				
				Mrs. Harry Titzkowski	0.00156250				
				Wanda K. Vandenbergh	0.00026041				

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<u>t #</u>	Description of Land						3	1	i
		Number of Acres	<u>Serial #, Lease</u> Status	Royalty Ownership	<u>Interest</u>	Working Interest	Interest	Overriding Royalty	Interest
				Carolyn Wardwell	0.00458980)			
2	Sec.29:NW/4 SW/4	40	HBP	Eram Ali	0.00004500		0.00004440	Descrit Drott Charling Estate	0.054687
30	560.29.1999/4 599/4	40	пвр		0.00024590			Peggy Pratt Chartier Estate	0.004007
· +		·····		EnerQuest Oil & Gas, Ltd.	and a supervision of the supervi	David H. Arrington	0.28586660		
	DAVIS		· · · · · · · · · · · · · · · · · · ·	Carleton Davis		Bruce D. Brockman	0.00142933		
		·········		Dingus Investments, Inc.		Michael E. Chapman	0.00142933		
			 	Donna E. Dyer		Keith W. Davis	0.00571733		
				Sandra J. Eaton		Dingus Investments, Inc.	0.03937497		
				Gods House of Prayer		EnerQuest Oil & Gas, Ltd.	0.16366462		
			·	Virginia Ann Jackson		JMA Oil Properties, Ltd.	0.01429333		
				Theodore R. Johnson Estate		Sydney E. Niblo	0.00571733		
				Judson Properties, Ltd.		Parsley Resources, Inc.	0.01966262	and the second	
	-			LAJ Corporation		W.F. Pendleton	0.00571733	and a second sec	
				Dorothy L. Locastro		Gary Phillips	0.00142933		
				Elizabeth N. Love	0.00562500	Armand Smith, Jr.	0.01966262		
				The Martin Living Trust	0.00065590	Gordon E. Sommers	0.00571733		
				New Mexico Boys and Girls Ranch	0.00208340	Texland Limited Partnership, I	0.24155728		
				Mary Parker	0.00393520	H.C. Zachry	0.00285867		
				Matthew J. Parsley	0.00077890				
			······································	Salvatore Ribera	0.01180560				
				Rowley Bros.	0.00833340	and a second	-		
	· · · · · · · · · · · · · · · · · · ·		1947 - Hand A. Hander and Hander a	Armand Smith, Jr.	0.00077890				
				Sugarberry Land Company	0.00233650				
				David A. Williams	0.00312500				
				Virginia M. Wingard	0.00295130				
-1=									
4 S	ec.29:SW/4 NW/4	40	Expires 3/19/06	June D. Speight	0.10156250	States of a subscription of the	0.01199010		
				Ellis Carl Browning & Evelyn Browning	0.00954861	Douglas H. Christensen	0.00364775		
J	UNE SPEIGHT		· · · · · · · · · · · · · · · · · · ·	Vera Browning Stephens	0.00954861	Crump Family Partnership Ltd.	0.03575078		
				Nelda Charlene Browning		Dingus Investments, Inc.	0.08048336	·····	
			·· · · · · · · · · · · · · · · · · ·	Nancy L. Willman, Trustee		EnerQuest Oil & Gas, Ltd.	0.42030482		
-+-				Grady Hicks		Lone Star Oil & Gas	0.00364775		
-+		+	······	Deborah A. Smith	The second se	Parsley Resources, Inc.	0.04748330	·	

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<u>ict #</u>	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
		of Acres	<u>Status</u>						
				Linda Browning Kinman	0.00318287	Christopher P. Renaud	0.02650802		
				Rex Taylor Browning	0.00318287	Armand Smith, Jr.	0.05228800		
				William John Nolan	0.02343750	Anne Key Davis	0.02019990		,
				Jane Harris	0.02083334	Hugh B. Key, II	0.01552172		
				· ·		Julie Ann Hopkins Trust	0.00776089		
						Kite Royalty, LLC	0.01381118		
						Mark Collver Hopkins Trust	0.01009999	······································	
Ī						White Star Royalty Co., LLC	0.00638872		
i						Murray E. Helmers	0.04098872		
	Sec. 30: NW/4 SE/4,								
1	S/2 SE/4	60	нвр	Crump Family Partnership Ltd.	0.00196761	Crump Family Partnership Ltd.	0.07842910		
				Jana Sue Barry, ssp	0.00023872	Lois Sherrerd Clements Trust	0.00607639		
1	ANEY			Ro Jean Booth	0.00525174	Nancy Hershberger	0.00151910		
				Claudine Bradley, ssp	0.00023872	Julie Ann Hopkins Trust	0.02221680		
T				Ruth Fosberg, ssp	0.00095486	Mark Collver Hopkins Trust	0.02221680		
				Mary Virginia Gibbs	0.00477431	Hugh B. Key, II, ssp	0.04443360		
				Velma E. Gilmer		Carolyn V. Larson	0.00151910		
1				Julie Ann Hopkins Trust	0.00055416	Virginia G. Olincy Oil Trust	0.01822917		
1			· · · · · · · · · · · · · · · · · · ·	Mark Collver Hopkins Trust		Marie Urfer Stinnett	0.00303820		
				Hugh B. Key, II, ssp	0.00110832	Anne Key Davis	0.04443360		
1				N. Duane & Dorthea L.J. Laney	0.00023872	Urfer Family Trust Dated 4/28/99	0.00303820		
				Revocable Trust					
				Vera N. Laney, ssp	0.02864583	Robert Gordon Van Vranken, Jr.	0.00151910	· · · · · · · · · · · · · · · · · · ·	
	······································		··	A. Jeanette Laney Trust		James F. Van Vranken	0.00151910		
···-;··				Anna Lois Lynch		Dingus Investments, Inc.	0.05570290		
				Loyce M. Matthews Trust		Douglas H. Christensen	0.00375645		·
				P.T. Matthews Trust	0.00477430		0.00751289		
			ستغييب دوين زرو اللبارينا الشكامين المتكافين الهيانية	Rev. Ray D. Pinson	the second se	Armand Smith, Jr.	0.03853191	· · · · · · · · · · · · · · · · · · ·	
				Reta Joyce Stone		Christopher P. Renaud	0.02756735		
				Anne Key Davis		Kite Royalty Co., LLC	0.04443360		
· · -+···				Dingus Investments, Inc.		EnerQuest Oil & Gas, Ltd.	0.34724354	· · · · · · · · · · · · · · · · · · ·	
				Douglas H. Christensen		Parsley Resources, Inc.	0.03853191	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
		+-		Eram Ali		Artamyse Watts Oil, Ltd.	0.05977475		

			ſ	Lea C	ounty, New I	Mexico	<u></u>	,	
ract #	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
		of Acres	Status						
				Armand Smith, Jr.	0.00097538	Lone Star Oil & Gas	0.00375645		
				Matthew J. Parsley	0.00097538				
				Evelyn M. Laney	0.00954861				
			· · · · · · · · · · · · · · · · · · ·	Sugarberry Land Company	0.00352686				
		· ···· · · ···		Kite Royalty Co., LLC	0.00110832				
1				Viersen Oil & Gas Co.	0.00886657				
1				EnerQuest Oil & Gas, Ltd.	0.00567221				
				Artamyse Watts Oil, Ltd.	0.00136409		}		
_				Lone Star Oil & Gas	0.00009280				
6	Sec. 30: NW/4 SE/4,								
	S/2 SE/4	60	HBP	Eram Ali	0.00018563	Fram Ali	0.01396442	Artamyse Watts Oil, Ltd.	0.0085392
···				Jana Sue Barry, ssp		Douglas H. Christensen	0.00698220		
			·	Ro Jean Booth		Lois Sherrerd Clements Trust	0.00958602		······································
				Claudine Bradley, ssp		Anne Key Davis, ssp	0.04443360	· ·	
··· ··· ÷	• • • • •	• • • • • • • • • • • • • • • • • • • •		Douglas H. Christensen		Anne Key Davis	0.02566502		
	·····			Crump Family Partnership Ltd.		Dingus Investments, Inc.	0.08978358		· · · · · · · · · · · · · · · · · · ·
••••••				Anne Key Davis, ssp		EnerQuest Oil & Gas, Ltd.	0.25485461		
	an a			Dingus Investments, Inc.		Nancy Hershberger	0.00239653		
			****	EnerQuest Oil & Gas, Ltd.		Julie Ann Hopkins Trust	0.02221680	· · · · · · · · · · · · · · · · · · ·	
	and a second			Ruth Fosberg, ssp		Mark Collver Hopkins Trust	0.03504936		
				Mary Virginia Gibbs		Hugh B. Key, II, ssp	0.04443360		·
				Velma E. Gilmer Trust		Kite Royalty Co., LLC	0.03504933		
1		······································		Julie Ann Hopkins Trust		Carolyn V. Larson	0.00239653	· · · · · · · · · · · · · · · · · · ·	i
• ••• • • • • • • • • • • • • • • • • •				Mark Collver Hopkins Trust		Lone Star Oil & Gas	0.00698221		
·	·····			Hugh B. Key, II, ssp		Virginia G. Olincy Oil Trust	0.02875825		
	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	Kite Royalty Co., LLC		Parsley Resources, Inc.	0.07161998		
				A. Jeanette Laney Trust		Christopher P. Renaud	0.05124011		
				N. Duane & Dorthea L.J. Laney		Armand Smith, Jr.	0.07162009		
				Revocable Trust	5.00020072				
				Evelyn M. Laney	0.00954861	Marie Urfer Stinnett	0.00479306		
				Vera N. Laney, ssp		Urfer Family Trust dated 4/28/99	0.00479306		
				Lone Star Oil & Gas		James F. Van Vranken	0.00239653		
				Anna Lois Lynch Revocable Trust		Robert Gordon Van Vranken, Jr.	0.00239653		

				Lea CO	unty, New	NEXICO		1	
<u>ct #</u>	Description of Land	Number of Acres		Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	<u>Interest</u>
1	1 1 Di Limite Marie d			Loyce M. Matthews Trust	0.00477430	White Star Royalty Co., LLC	0.03504933		
· · · · · ·				P.T. Matthews Trust	0.00477430)			
	······································			Matthew J. Parsley	0.00097538	8			
ľ				Rev. Ray D. Pinson	0.00525174				
				Armand Smith, Jr.	0.00097538	}			
				Rita Joyce Stone, ssp	0.00023872	2			
				Sugarberry Land Company	0.00352686				
	· · · · · · · · · · · · · · · · · · ·	······································		Viersen Oil & Gas Co.	0.00886657				
				Artamyse Watts Oil, Ltd.	0.00136409		1		1
				White Star Royalty Co., LLC	0.00055416				
7	Sec. 30: NE/4 SE/4	13.33	HBP	Texas Land & Royalty Company, Ltd.	0.06007948	Eram Ali	0.01187943	Fisher Family Partnership	0.005859
				Armand Smith, Jr.		Dingus Investments, Inc.		Ring Investments Corp.	0.007031
Î	ANEY REESE 1		······	Christopher P. Renaud		EnerQuest Oil & Gas, Ltd.		Sophie Gimbel Estate	0.001562
				Reese Minerals Limited Partnership		Christopher P. Renaud	0.01166544	Jill A. Roberts Rev. Trust dated 10/27/83	0.00268
				Caprock Minerals, LLC	0.00173611	Parsley Resources, Inc.	0.03224288	Susan A. Unterberg	0.00268
	-			Laurie Juanita Scott		Armand Smith, Jr.	0.04389475	Jill A. Roberts Trust U/A IX A. Appleman Trust	0.00268
				Angela Marie Reese	0.00173611	Douglas H. Christensen	0.00160060	Susan A. Unterberg Trust U/A IX A. Appleman Trust	0.00268
t-				Irene Investments, Inc.	0.00260417	Murray E. Helmers	0.11374800	Peter J. Gould	0.00195
			k	Ann Hooper Taylor		George R. Kravis II Trust		Texas Land & Royalty Company, Ltd.	0.02638
			· · · · · · · · · · · · · · · · · · ·	Colleen G.M. Wallace	0.00260417	The Raymond and Bessie Kravis Foundation	0.06767578	Armand Smith, Jr.	0.00317
				Dingus Investments, Inc.	0.00643249	Lone Star Oil & Gas	0.00160060	Christopher P. Renaud	0.00159
				Douglas H. Christensen	0.00028643	and an analysis of the second se	1	Dingus Investments, Inc.	0.00490
				Eram Ali	0.00096123			Douglas H. Christensen	0.00021
				Lone Star Oil & Gas	0.00028643		+	Eram Ali	0.00073
				Parsley Resources, Inc.	0.00208510		+	Lone Star Oil & Gas	0.00021
							+	Parsley Resources, Inc.	0.00158
8 9	ec. 30: NE/4 SE/4	26.67	HRP	Texas Land & Royalty Company, Ltd.	0.06007948	Fram Ali	0.01537064	Fisher Family Partnership	0.00585

				Lea Cu	unty, New	MEXICO		· · · ·	
Tract #	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
		of Acres	<u>Status</u>	· · · · · · · · · · · · · · · · · · ·					
	-			Armand Smith, Jr.		Dingus Investments, Inc.		Ring Investments Corp.	0.0070312
	LANEY REESE 2&3			Christopher P. Renaud	0.00208753	EnerQuest Oil & Gas, Ltd.	0.45677948	Sophie Gimbel Estate	0.0015625
				Reese Minerals Limited Partnership	0.03125000	Christopher P. Renaud	0.01166544	Jill A. Roberts Rev. Trust dated 10/27/83	0.0026855
				Caprock Minerals, LLC	0.00173611	Parsley Resources, Inc.	0.04328908	Susan A. Unterberg	0.0026855
				Laurie Juanita Scott	0.00347222	Armand Smith, Jr.	0.05494095	Jill A. Roberts Trust U/A IX A. Appleman Trust	0.0026855
				Angela Marie Reese	0.00173611	Douglas H. Christensen	0.00160060	Susan A. Unterberg Trust U/A IX A. Appleman Trust	0.0026855
	· · · · · · · · · · · · · · · · · · ·			Irene Investments, Inc.	0.00260417	Lone Star Oil & Gas	0.00160060	George R. Kravis II Trust	0.0059082
				Ann Hooper Taylor	0.00520833	Murray E. Helmers		The Raymond and Bessie Kravis Foundation	0.0048339
				Colleen G.M. Wallace	0.00260417			Peter J. Gould	0.0019531
				Dingus Investments, Inc.	0.00643249			Texas Land & Royalty Company, Ltd.	0.0263837
				Douglas H. Christensen	0.00028643			Armand Smith, Jr.	0.0031784
				Eram Ali	0.00096123		1	Christopher P. Renaud	0.0015910
				Lone Star Oil & Gas	0.00028643			Dingus Investments, Inc.	0.0049026
				Parsley Resources, Inc.	0.00208510			Douglas H. Christensen	0.0002183
								Eram Ali	0.0007326
								Lone Star Oil & Gas	0.0002183
					1		·	Parsley Resources, Inc.	0.0015892
9	Sec. 31: N/2 N/2	160	HBP	Elmer R. Beebe	0.01093750			Sapphire Royalties, Inc.	0.0025000
				Norma L. Beebe		Douglas H. Christensen		Andrews Royalty, Inc.	0.0011250
	PEARL GOODE			Kathrine Bingham		Crump Family Partnership Ltd.		Bandera Minerals, III LLC	0.0025000
				Culroy P/A	0.00130215	Dingus Investments, Inc.		Lowell Deckert Estate	0.0100000
				Keith Pratt Daniels		EnerQuest Oil & Gas, Ltd.		Llano Production Company	0.0007109
				Arnold Dunn	0.01093750	Lone Star Oil & Gas		Magnolia Royalty Company, Inc.	0.0025000
				Pearline R. Elrod		Parsley Resources, Inc.		Morgan Capital Group, Inc.	0.0025000
				Sherri Faye Halliburton & David Vincent Halliburton J/T	0.02734375	Christopher P. Renaud		Daniel M. Alexander & Padgett Alexander Revocable Trust	0.0100000
				Carl & Cybil Lee	0.00195313	Armand Smith, Jr.	0.05408637	James R. Small	0.00030469
				McCaig Family Partnership	0.00065098				

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<u>act #</u>	Description of Land			Royalty Ownership	<u>Interest</u>	Working Interest	Interest	Overriding Royalty	<u>Interest</u>
				Lajuan Miles	0.02734375				
		· · · · · ·		Lynda Pratt Rast	0.00585937				
10	Sec. 32: N/2 NW/4	80	HBP	State of New Mexico	0.12500000	Fram Ali	0.00987500	Jim A. Dawson	0.000050
					10.1200000	Douglas H. Christensen		Liano Production Company	0.026200
	LOWE STATE		· · · · · · · · · · · · · · · · · · ·	······································		Crump Family Partnership Ltd.		Lowe Partners, LP	0.042500
· · · · · · · ·						Dingus Investments, Inc.		James R. Small	0.011250
·						EnerQuest Oil & Gas, Ltd.		Marshall R. Young Oil Company	0.003333
·i	· · · · · · · · · · · · · · · · · · ·					Lone Star Oil & Gas		George M. Young, Sr.	0.001666
						Parsley Resources, Inc.	0.05069162		
· · · · · · · · · · · · · · · · · · ·					······································	Christopher P. Renaud	0.03517969	A REAL PROPERTY OF A REAL PROPERTY AND A REAL	
		· · · · · · · · · · · ·			······	Armand Smith, Jr.	0.05069169		
- 11	Sec. 30: W/2 SW/4	80	HBP	Fleischaker Mineral Company LLC	0.02083374	Fram Ali	0.00987500	Charter Royalty 94-1 Acq Fund	0.030625
	000.00.11/2 011/4			Rocket Oil & Gas Co Ltd Partnership		Douglas H. Christensen		James R. Small	0.013125
	ROCKET CAIN		<u>.</u>	Stanley H. Singer Revocable Trust		Crump Family Partnership Ltd.		Marshall R. Young Oil Company	0.006666
i				Teton Properties, LLC		Dingus Investments, Inc.		George M. Young, Sr.	0.003333
			·	Three M Oil Company		EnerQuest Oil & Gas, Ltd.	0.45659531		
4			······			Lone Star Oil & Gas	0.00493750		
						Parsley Resources, Inc.	0.05069162		
	******				· · · · · · · · · · · · · · · · · · ·	Christopher P. Renaud	0.03517969		
						Armand Smith, Jr.	0.05069169		
12	Sec. 30: E/2 SW/4,								
	S/2 NW/4	160	НВР	Marjorie H. Augustine	0.00979170	Eram Ali	0.01029284		
··				Jeannine H. Byron	· · · · · · · · · · · · · · · · · · ·	Douglas H. Christensen	0.00514643		
	SAMUEL CAIN			Roy Lee Wright Cain Trust u/t/a/d 10/6/90		Crump Family Partnership Ltd.	0.10910434		
•••••			1999 - C. 1999 -	Beverly V. Cox	0.00833330	Dingus Investments, Inc.	0.07548096		
			······································	Nancy Iola Henry		EnerQuest Oil & Gas, Ltd.	0.47591338		
				Jerry & Margaret Hooper		Lone Star Oil & Gas	0.00514643		
			· · · · · · · · · · · · · · · · · · ·	Jimmy Joe & Lynne Hooper	0.00694440	Parsley Resources, Inc.	0.05283810		
				William C. Humble		Christopher P. Renaud	0.03666832		
			·	Lora Mae Rawlings	0.01101560	Armand Smith, Jr.	0.05283810		1

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Tract #	Description of Land	Number	Serial #, Lease	Royalty Ownership	Interest	Working Interest	Interest	Overriding Royalty	Interest
		of Acres	Status						
				Jill A. Roberts Revocable Trust	0.00781250				
{				Lavita Joy Sullivan	0.01305560				
				Susan Unterberg	0.00781250				4

BEFORE THE OIL CONSERVATION DIVISION NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

IN THE MATTER OF THE APPLICATION OF ENERQUEST RESOURCES, LLC, FOR APPROVAL OF A WATERFLOOD PROJECT, LEA COUNTY, NEW MEXICO.

CASE NO. /304/

AFFIDAVIT

STATE OF NEW MEXICO)) ss.COUNTY OF SANTA FE)

William F. Carr, attorney in fact and authorized representative of Energuest

Resources, LLC, the applicant herein, being first duly sworn, upon oath, states that notice has been given to all interested parties entitled to receive notice of this application under Oil Conservation Division rules, and that notice has been given at the addresses shown on Exhibit "A" attached hereto.

William F. Carr

SUBSCRIBED AND SWORN to before this 6th day of March 2003 by William F. Carr.

Notary

My Commission Expires: 3056446_1.DOC

14 January 2007



BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case No. <u>13041/13042</u> Exhibit No. 7 Submitted by: <u>ENERQUEST RESOURCES, L.1.C.</u> Hearing Date: <u>March 27, 2003</u>



DENVER • ASPEN BOULDER • COLORADO SPRINGS DENVER TECH CENTER BILLINGS • BOISE CHEYENNE • JACKSON HOLE SALT LAKE CITY • SANTA FE WASHINGTON, D.C.

P.O. BOX 2208 SANTA FE, NEW MEXICO 87504-2208 110 NORTH GUADALUPE, SUITE 1 SANTA FE, NEW MEXICO 87501-6525 TELEPHONE (505) 988-4421 FACSIMILE (505) 983-6043

William F. Carr

wcarr@hollandhart.com

March 6, 2003

<u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

TO: SURFACE OWNERS AND LEASEHOLD OPERATORS WITHIN 1/2 MILE OF EACH PROPOSED INJECTION WELL IN THE EAST HOBBS (SAN ANDRES) UNIT AREA.

Re: Application of EnerQuest Resources, LLC for approval of a waterflood project, and for qualification of the project for the Recovered Oil Tax Rate pursuant to the Enhanced Oil Recovery Act, Lea County, New Mexico.

Ladies and Gentlemen:

Enclosed is a copy of the application of EnerQuest Resources, LLC (Oil Conservation Division Form C-108) in the above-referenced case for approval of a waterflood project in the proposed East Hobbs (San Andres) Unit Area. Water will be injected into the unitized interval of the San Andres and Grayburg formations and the waterflood project will be expanded as additional injection wells are added until it includes the entire Unit Area as fully described in the application.

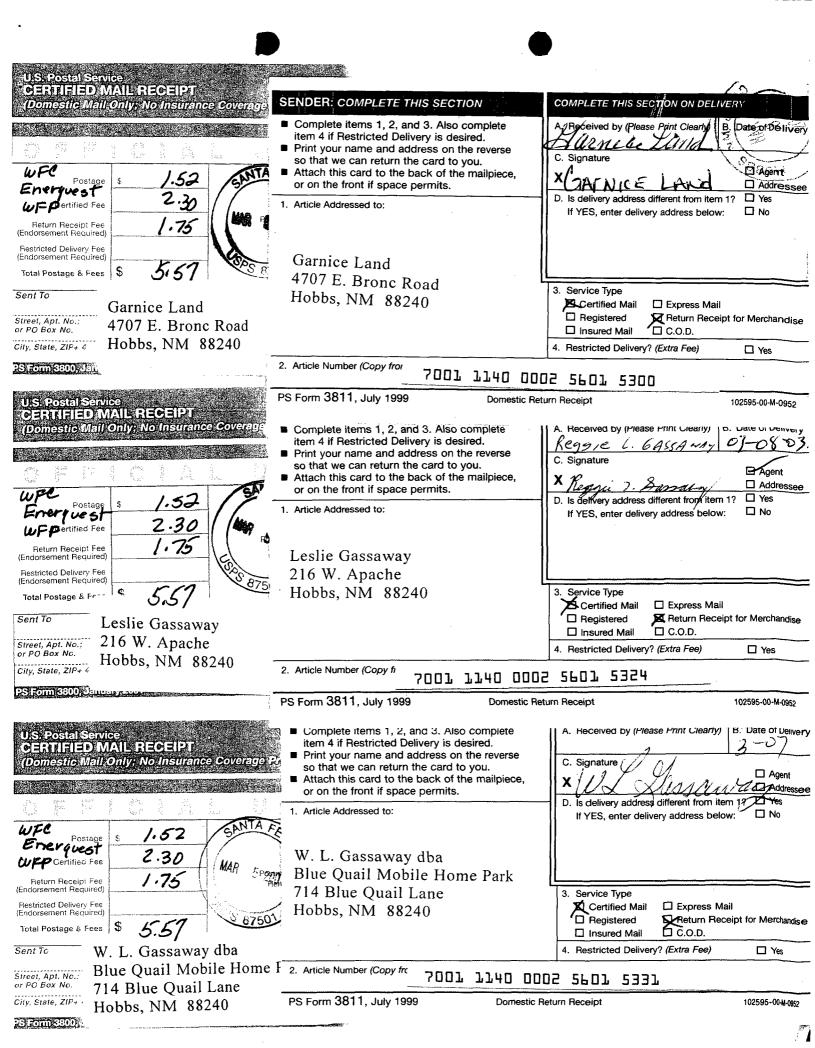
This application has been set for hearing before a Division Examiner on March 27, 2003. You are not required to attend this hearing, but as an owner of the surface of the land upon which the injection well will be located, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the matter at a later date.

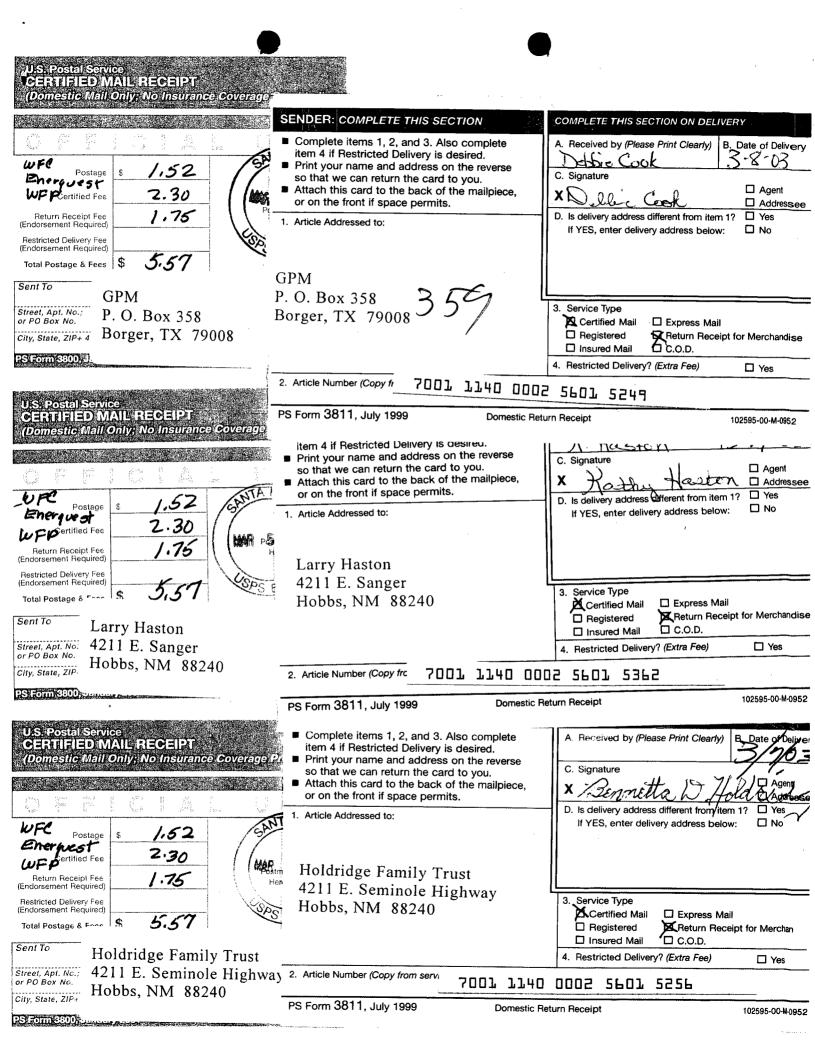
Parties appearing in cases are required by Division Rule 1208.B to file a Pre-hearing Statement three days in advance of a scheduled hearing at the Oil Conservation Division's Santa Fe Office located at 1220 South Saint Francis Drive, Santa Fe, New Mexico 87505. This statement must include: the names of the parties and their attorneys; a concise statement of the case; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and identification of any procedural matters that are to be resolved prior to the hearing.

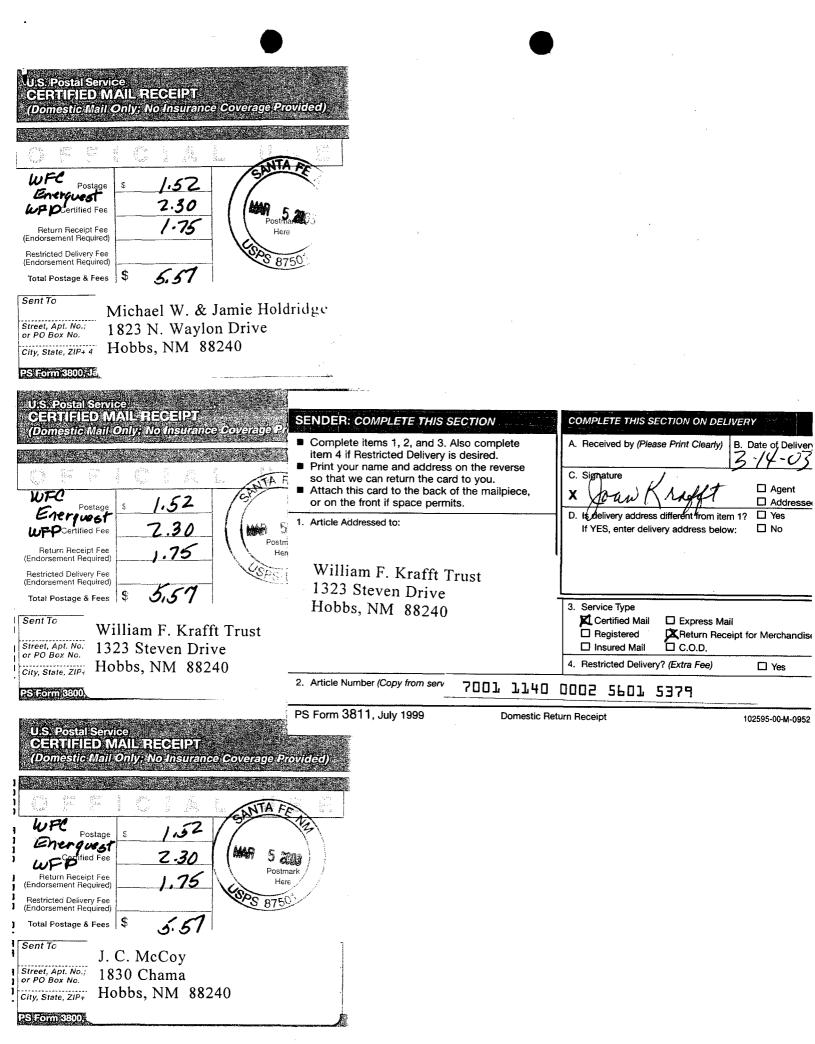
Very truly yours,

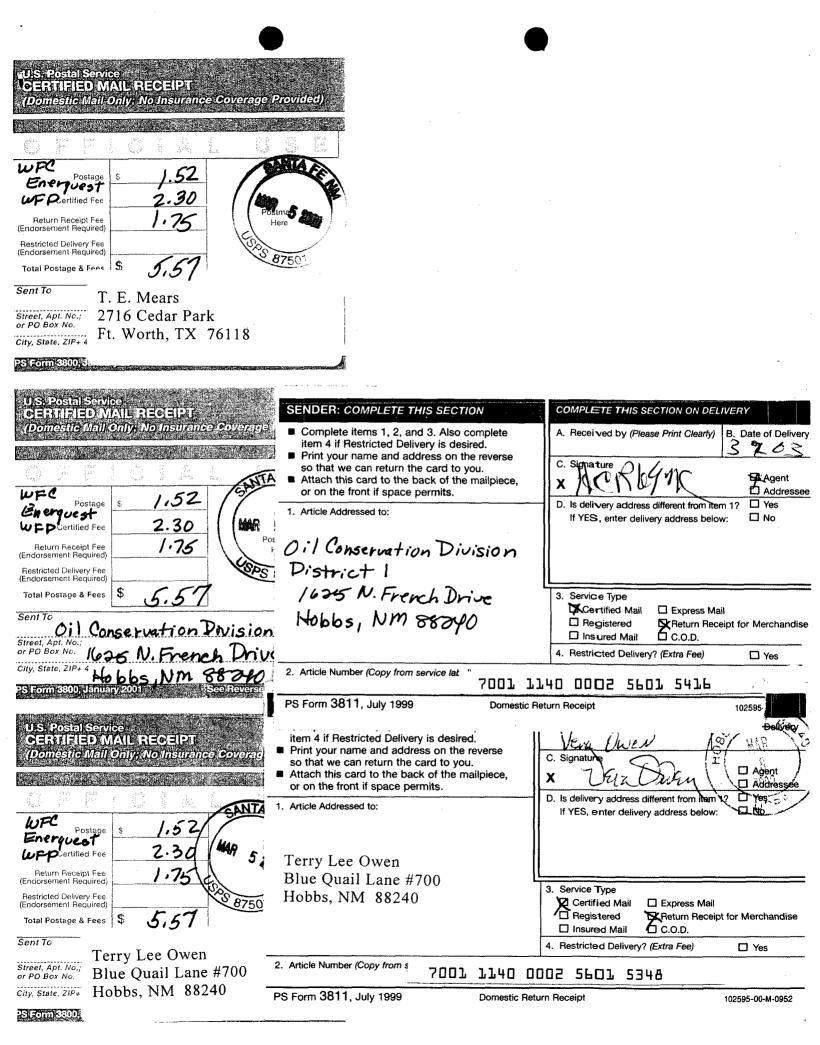
William F. Carr Attorney for EnerQuest Resources, LLC

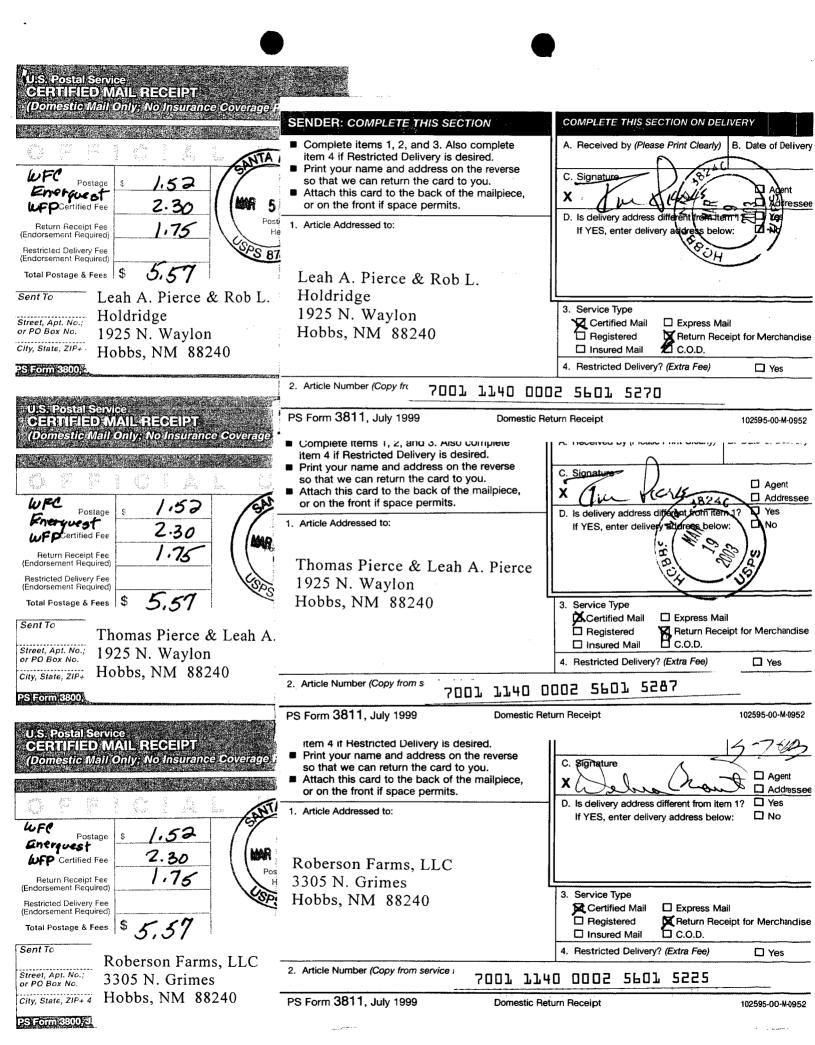
Enclosure 3055019_1.DOC

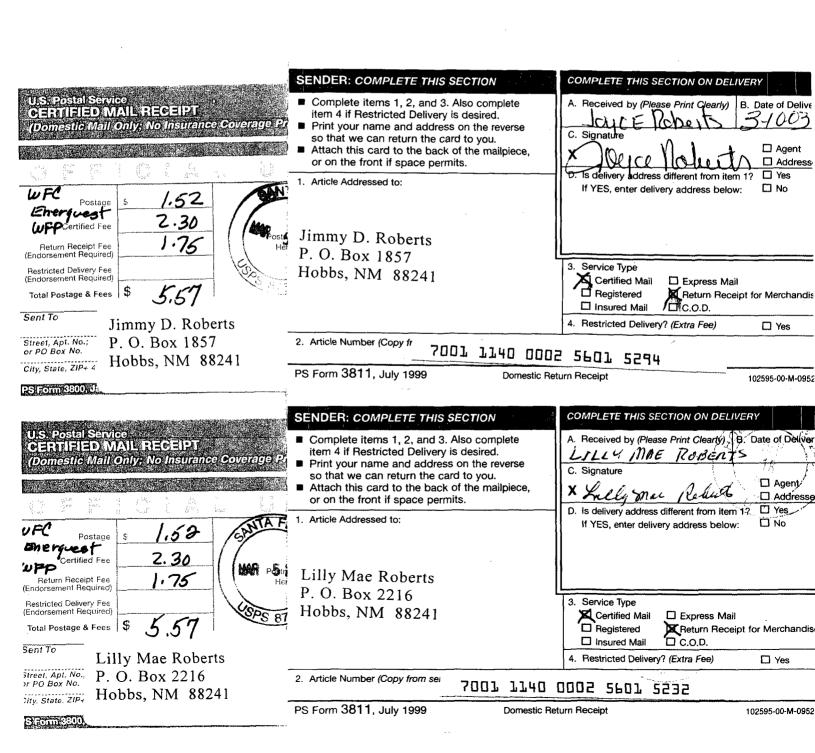












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U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only: No Insurance Coverage Pl (Domestic Coverage Pl (Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: 	COMPLETE-THIS SECTION ON DELIVERY A. Received by (Please Print Clearly) B. Date of Delive G. Signature X. Signature X. Signature D. Is delivery address different from item 1? Y ES, enter delivery address below:
Restricted Delivery Fee (Endorsement Required)	Lessee: Gary M. Schubert	
Total Postage & Fees \$ 5.57 Sent To State of New Mexico Lessee: Gary M. Schuber	1814 N. Vega Hobbs, NM 88240	3. Service Type A Certified Mail Express Mail Registered Return Receipt for Merchandis Insured Mail
or PO Box No. 1814 N. Vega		4. Restricted Delivery? (Extra Fee) Yes
City, State, ZIP+4 Hobbs, NM 88240	2. Article Number (Copy from servic 7001 1140	0002 5601 5393
LR. ARABUM CALCULATION CONTRACTOR C	PS Form 3811, July 1999 Domestic Re	turn Receipt 102595-00-M-095;
U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only: No Insurance Coverage P) (Domestic Mail Only: No I		A. Received by (Please Print Clearly) B. Date of Deliver 3-7-33 C. Signature X Agent Addresse D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No
Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ 5.57	Hobbs, NM 88240	3. Service Type ✗ Certified Mail □ Express Mail □ Registered ズ Return Receipt for Merchandis □ Insured Mail □ C.O.D.
Guy L. Williams	••••••••••••••••••••••••••••••••••••••	4. Restricted Delivery? (Extra Fee)
Street, Apt. No. 420 W. Gold	2. Article Number (Copy from accident 11 1 1 4 0 0002	
Street, Apt. No. 420 W Gold	2. Article Number (<i>Copy</i> 7001 1140 0002 PS Form 3811, July 1999 Domestic Re	2 5601 5355

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BEFORE THE OIL CONSERVATION DIVISION NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

IN THE MATTER OF THE APPLICATION OF ENERQUEST RESOURCES, LLC, FOR STATUTORY UNITIZATION, LEA COUNTY, NEW MEXICO.

CASE NO. 13042

AFFIDAVIT

STATE OF NEW MEXICO

.3

) ss.

)

COUNTY OF SANTA FE

William F. Carr, attorney in fact and authorized representative of Enerquest

Resources, LLC, the applicant herein, being first duly sworn, upon oath, states that notice has been given to all interested parties entitled to receive notice of this application under Oil Conservation Division rules, and that notice has been given at the addresses shown on Exhibit "A" attached hereto.

William F. Garr

SUBSCRIBED AND SWORN to before this 6th day of March 2003 by William F. Carr.



OFFICIAL SEAL LISAMARIE ORTIZ

My commission expires <u>01 · 14</u> · Notary Public My Commission Expires:

EDTARY PUBLIC-STATE OF NEW MEXICO

BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case No. <u>13041/13042</u> Exhibit No. 8 Submitted by: <u>ENERQUEST RESOURCES, L.L.C.</u> Hearing Date: <u>March 27, 2003</u>



DENVER • ASPEN BOULDER • COLORADO SPRINGS DENVER TECH CENTER BILLINGS • BOISE CHEYENNE • JACKSON HOLE SALT LAKE CITY • SANTA FE WASHINGTON, D.C. P.O. BOX 2208 SANTA FE, NEW MEXICO 87504-2208 110 NORTH GUADALUPE, SUITE 1 SANTA FE, NEW MEXICO 87501-6525 TELEPHONE (505) 988-4421 FACSIMILE (505) 983-6043

William F. Carr

wcarr@hollandhart.com

March 6, 2003

<u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

TO: ALL AFFECTED INTEREST OWNERS IN THE EAST HOBBS (SAN ANDRES) UNIT AREA.

Re: Application of EnerQuest Resources, LLC for statutory unitization, of the East Hobbs (San Andres) Unit Area, Lea County, New Mexico.

Ladies and Gentlemen:

This letter is to advise you that EnerQuest Resources, L.L.C. has filed an application with the New Mexico Oil Conservation Division seeking an order statutorily unitizing for the purpose of establishing a secondary recovery project all mineral interests from a point 50 feet above the top of the San Andres formation to a point 50 feet below the base of the P-5 marker in the San Andres formation, East Hobbs San Andres Pool, underlying 920 acres, more or less, of State of New Mexico and Fee lands comprised of the following described acreage:

Township 18 South, Range 39 East, NMPM

Section 29: SW/4, SW/4 NW/4 Section 30: S/2, S/2 N/2 Section 31: N/2 N/2 Section 23: N/2 NW/4

Said unit is to be designated the East Hobbs (San Andres) Unit. Among the matters to be considered at the hearing on this application will be the necessity of unit operations; the designation of a unit operator; the determination of the horizontal and vertical limits of the unit area; the determination of the fair, reasonable and equitable allocation of March 6, 2003 Page 2

production and costs of production, including capital investment, to each of the various tracts in the unit area; the determination of credits and charges to be made among the various owners in the unit area for their investments in wells and equipment; a non-consent penalty for risk to be charged against carried working interest owners within the unit area upon such terms and conditions to be determined by the Division as just and reasonable; and such other matters as may be necessary and appropriate for carrying on efficient unit operations; including, but not limited to, unit voting procedures, selection, removal or substitution of unit operator, and time of commencement and termination of unit operations.

This application has been set for hearing before a Division Examiner on March 27, 2003 at the Oil Conservation Division Hearing Room, located at 1220 South Saint Francis Drive, Santa Fe, NM 87505. You are not required to attend this hearing but, as the owner of an interest that may be affected by this application, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging this matter at a later date.

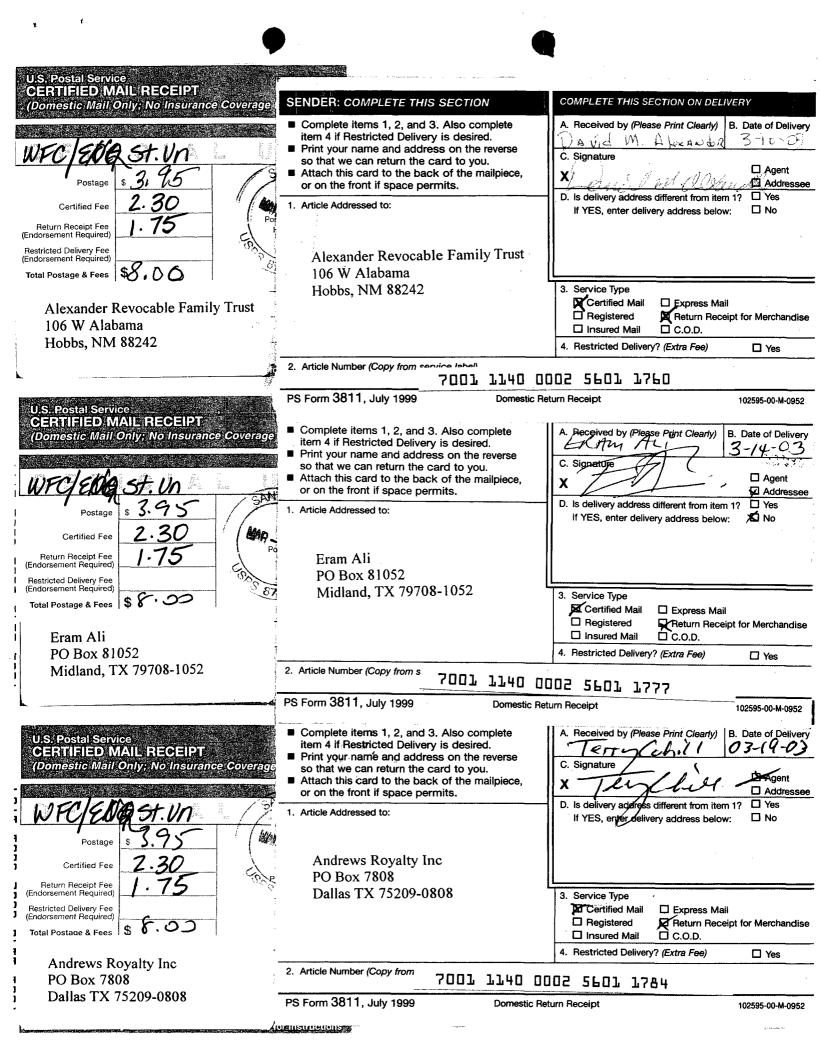
Parties appearing in cases are required by Division Rule 1208.B to file a Pre-hearing Statement three days in advance of a scheduled hearing at the Division's Santa Fe Office. This statement must include: the names of the parties and their attorneys; a concise statement of the case; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and identification of any procedural matters that are to be resolved prior to the hearing.

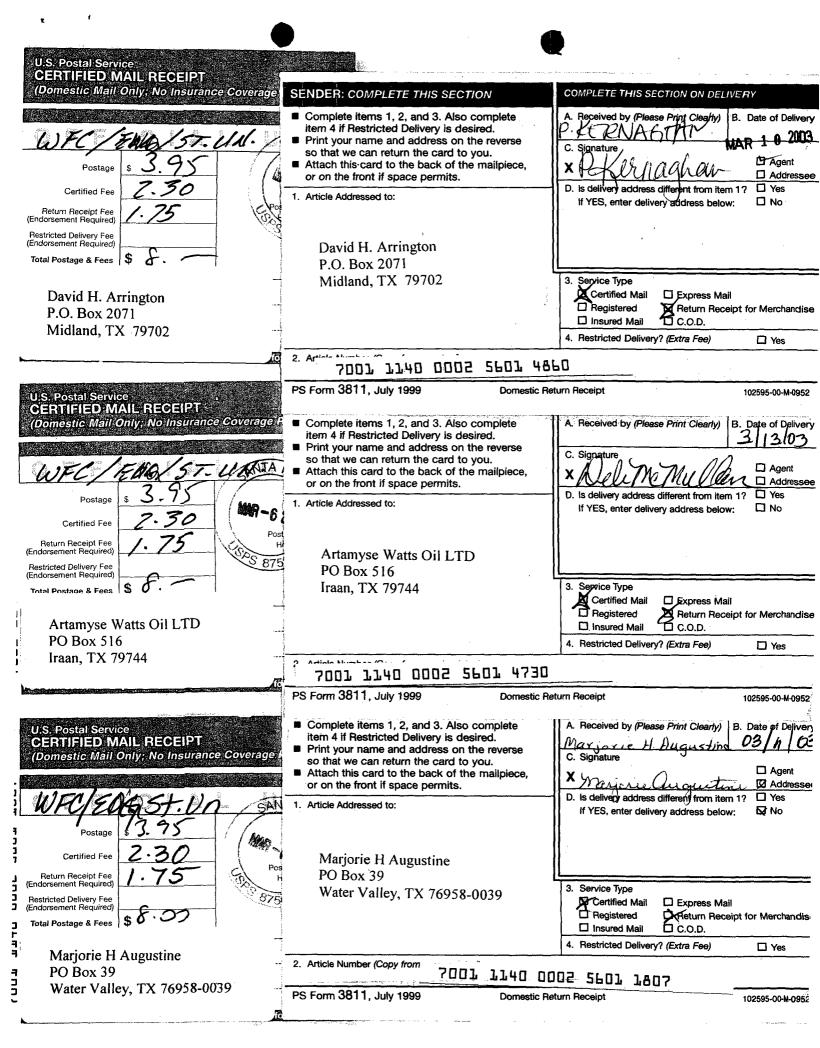
Very truly yours,

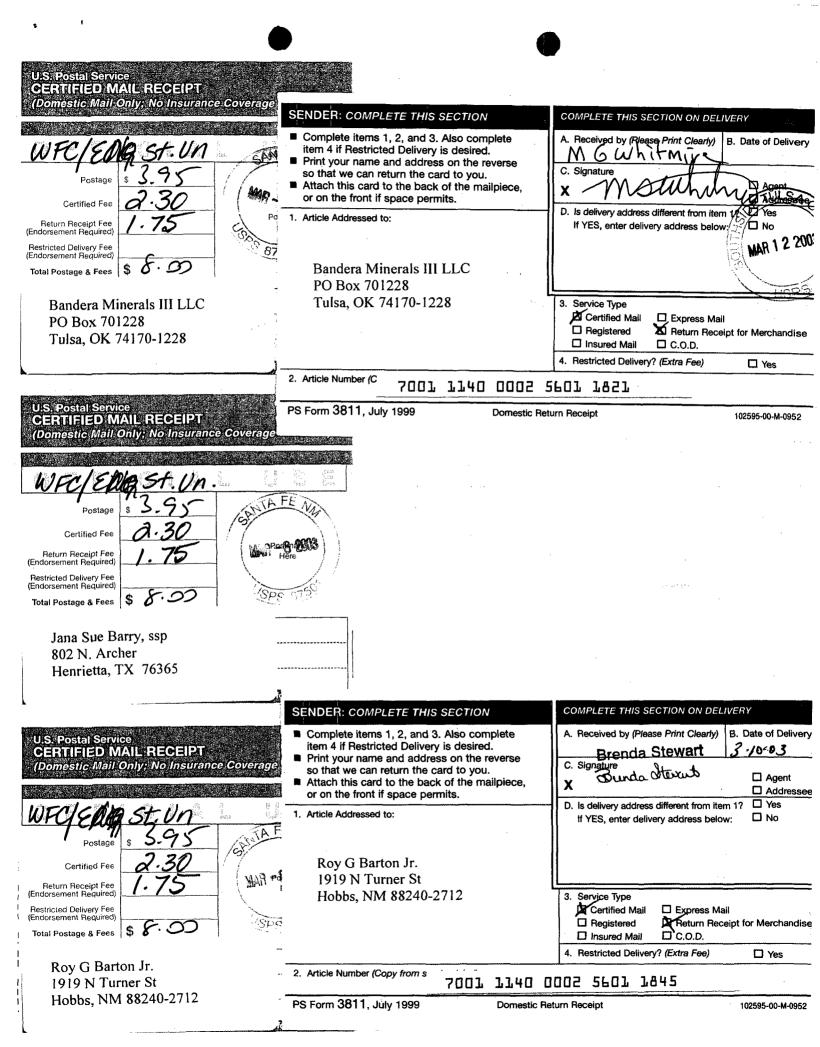
William F. Carr Attorney for EnerQuest Resources, L.L.C.

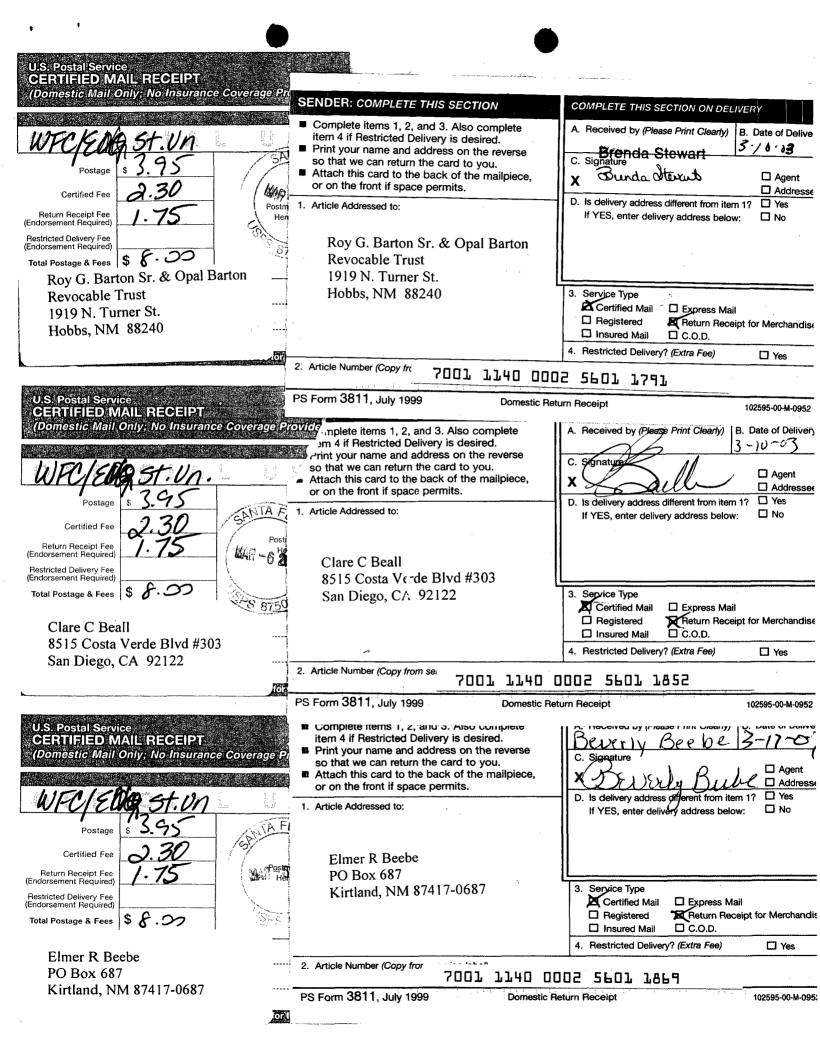
cc: Robert Floyd Craig Clark EnerQuest Resources, LLC

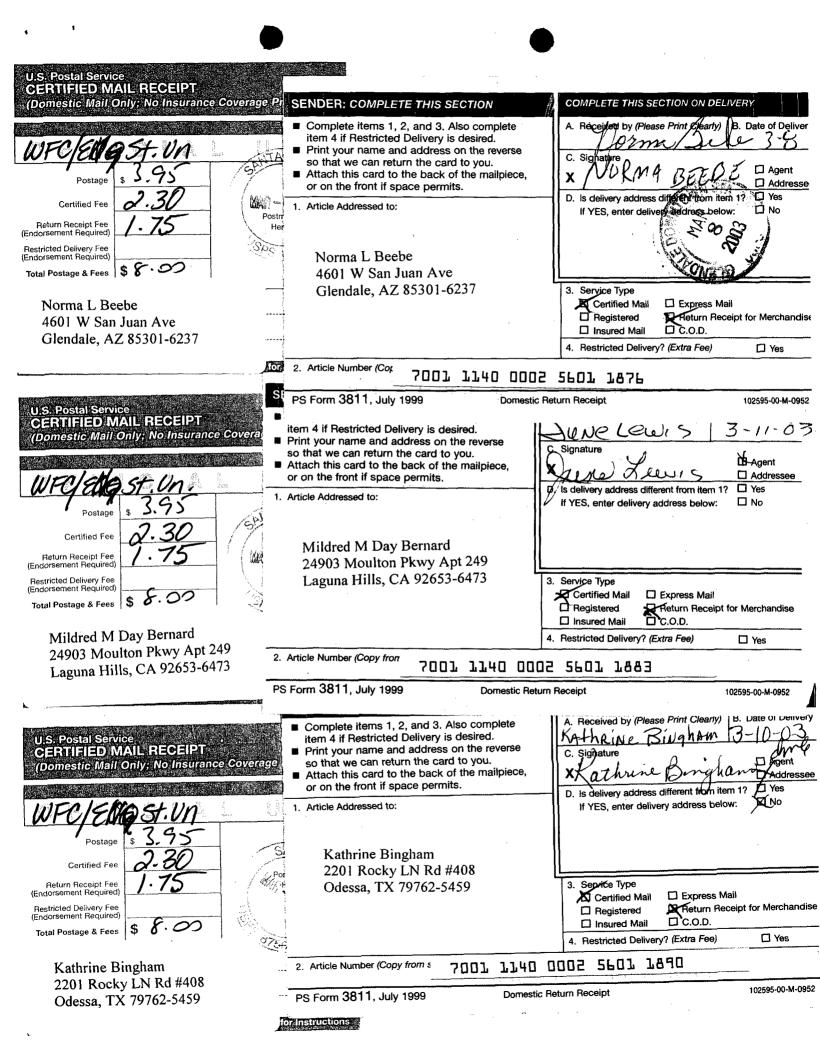
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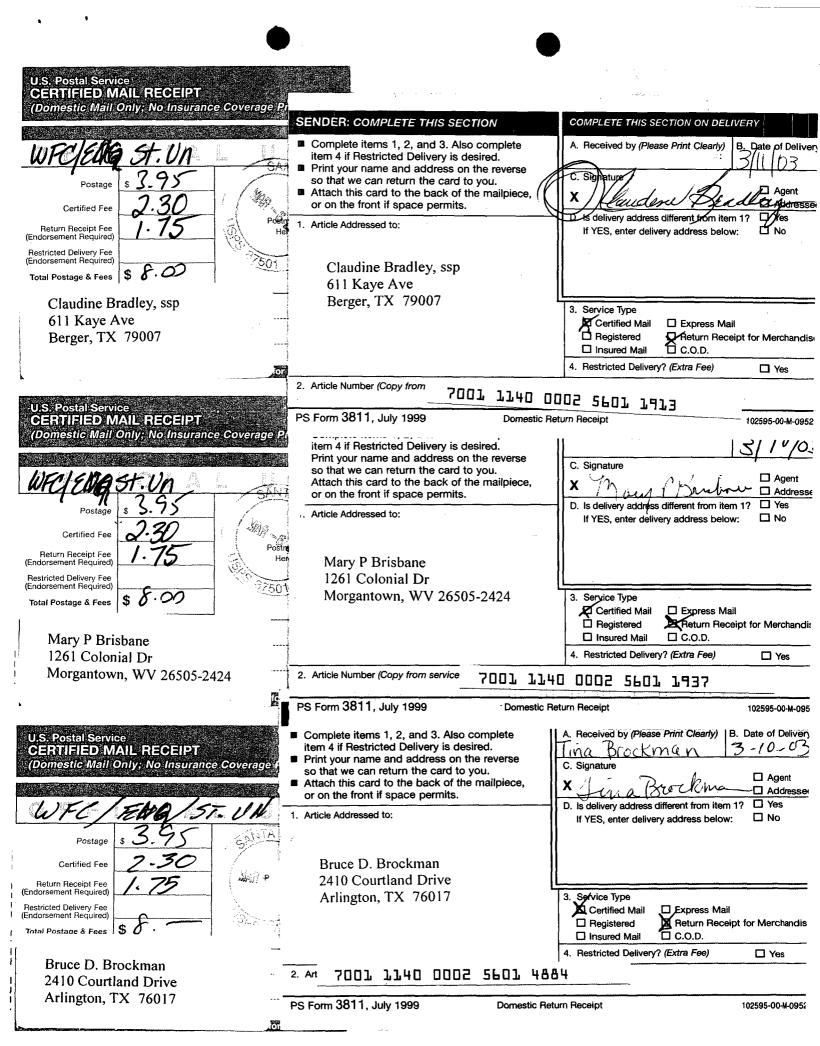




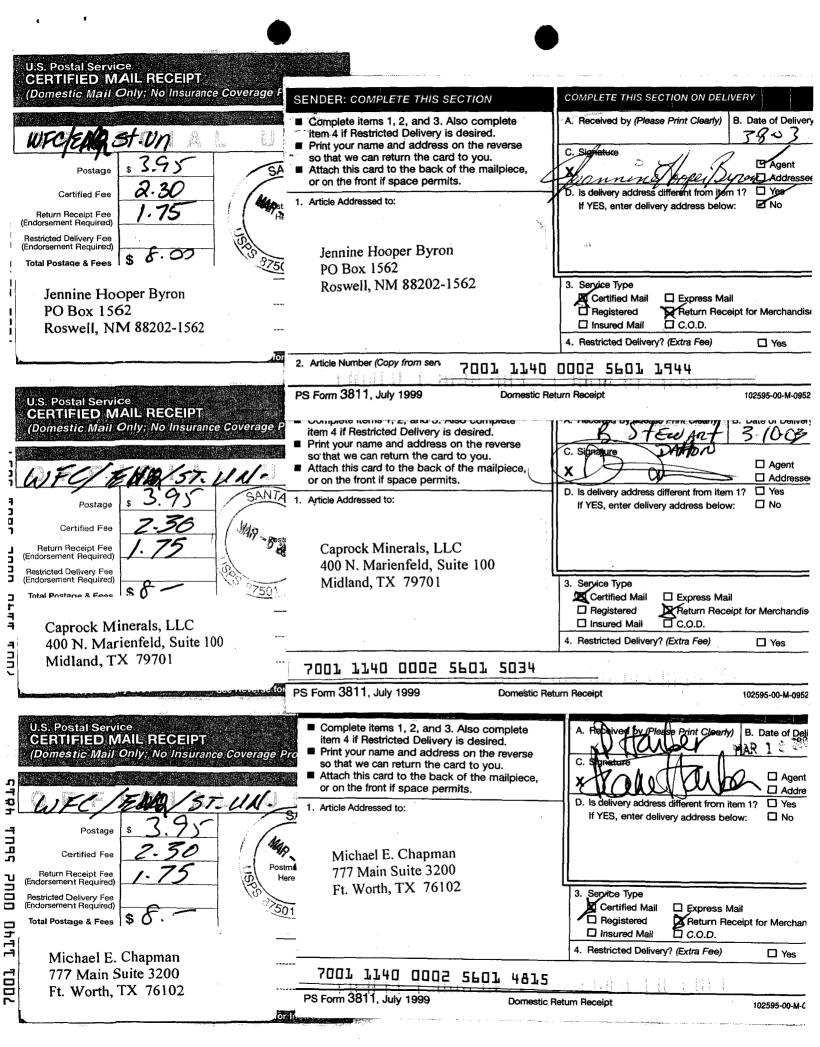






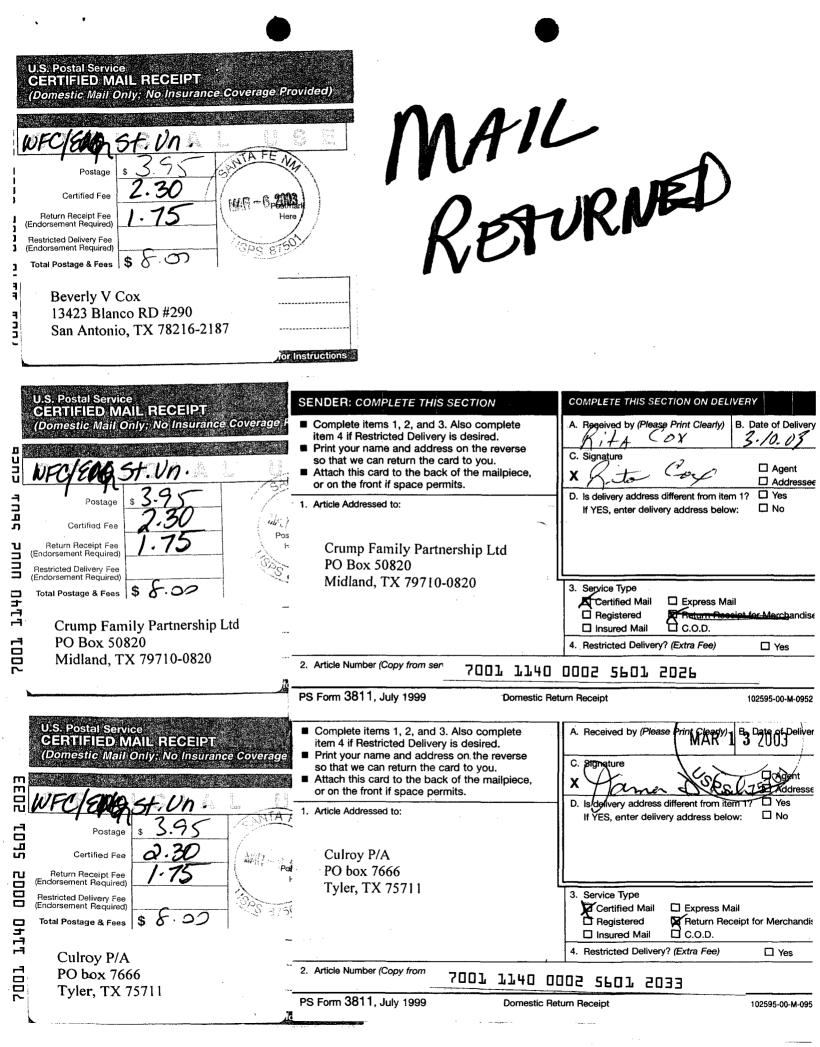


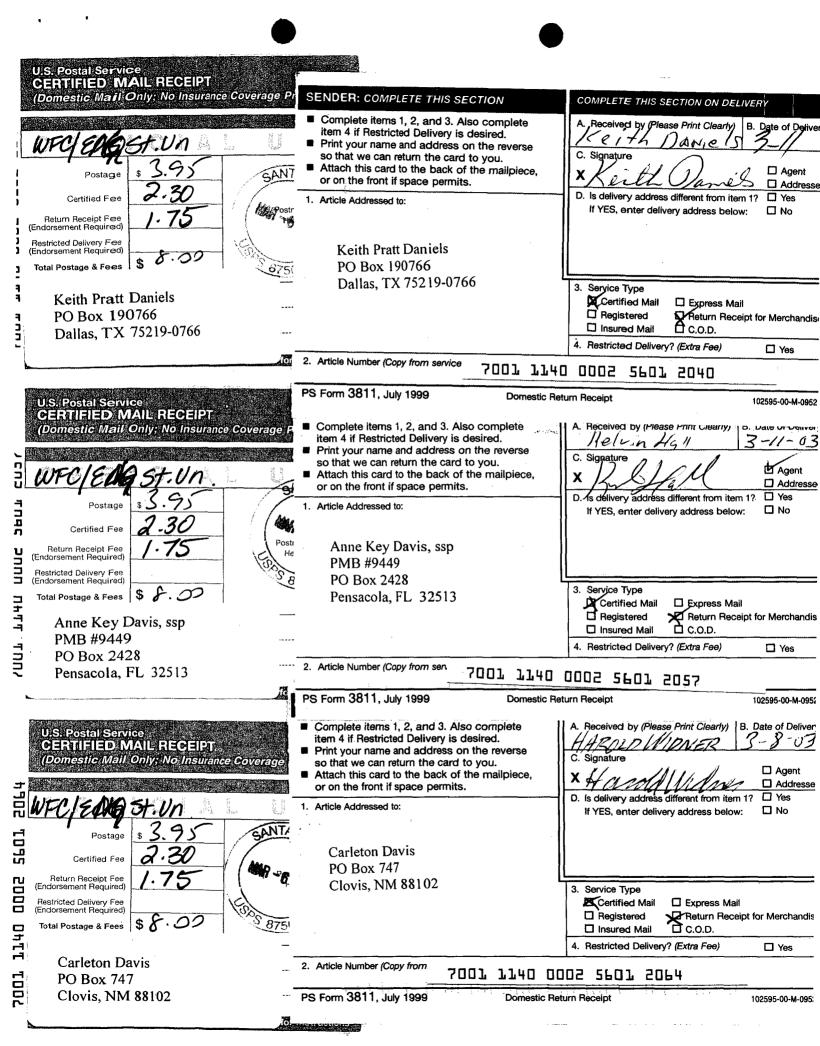
U.S. Postal Service **CERTIFIED MAIL RECEIPT** (Domestic Mail Only: No Insurance Coverage F COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION A. Received by (Please Print Clearly) B. Date of Delivery Complete items 1, 2, and 3. Also complete T. ///. item 4 if Restricted Delivery is desired. 7-11-03 Print your name and address on the reverse ANTA C. Signature Postage so that we can return the card to you. □ Agent Attach this card to the back of the mailpiece, x6% Certified Fee □ Addressee or on the front if space permits. D. Is delivery address different from item 1? T Yes Return Receipt Fee (Endorsement Required) 1. Article Addressed to: If YES, enter delivery address below: Restricted Delivery Fee (Endorsement Required) Ellis Carl Browning & Evelyn Total Postage & Fees Browning Ellis Carl Browning & Evelyn P.O. Box 131 3. Seprice Type Browning Munday, TX 76371 Certified Mail Express Mail P.O. Box 131 Return Receipt for Merchandise C.O.D. Registered Munday, TX 76371 Insured Mail 4. Restricted Delivery? (Extra Fee) □ Yes 2. Arti 7001 1140 0002 5601 4921 U.S. Postal Service CERTIFIED MAIL RECEIPT PS Form 3811, July 1999 **Domestic Return Receipt** 102595-00-M-0952 (Domestic Mail Only; No Insurance Covera item 4 if Restricted Delivery is desired. 3-10:03 Print your name and address on the reverse so that we can return the card to you. Signature シテーレル・ Agent Attach this card to the back of the mailpiece, Le Ha □ Addressee or on the front if space permits. Postage D. Is delivery address different from item 1? □ Yes 1. Article Addressed to: If YES, enter delivery address below: Certified Fee Return Receipt Fee (Endorsement Required) Nelda Charlene Browning Restricted Delivery Fee (Endorsement Required) 9610 Paula Dr. \$ Total Postage & Fees Corpus Christi 78410 Service Type 🐱 Certified Mail Express Mail Nelda Charlene Browning Registered Return Receipt for Merchandise Insured Mail 🖸 C.O.D. 9610 Paula Dr. 4. Restricted Delivery? (Extra Fee) T Yes Corpus Christi 78410 2. 1-----7001 1140 0002 5601 4945 PS Form 3811, July 1999 **Domestic Return Receipt** 102595-00-M-0952 U.S. Postal Service NONS I, 2, and 9. AND COMPLETE D. Date of Derive **CERTIFIED MAIL RECEIPT** item 4 if Restricted Delivery is desired. (Domestic Mail Only; No Insurance Coverage P Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, C Agent or on the front if space permits. Addresse D. Is delivery address different from item 1? T Yes 1. Article Addressed to: If YES, enter delivery address below: Postage Certified Fee **Rex Taylor Browning** Return Receipt Fee (Endorsement Required) 4629 SW Beta Lawton, OK 73505 Service Type Restricted Delivery Fee (Endorsement Required) Certified Mail Express Mail Total Postage & Fees Registered Return Receipt for Merchandis Insured Mail 1 C.O.D. 4. Restricted Delivery? (Extra Fee) **Rex Taylor Browning** □ Yes 2. Art 4629 SW Beta 7001 1140 0002 5601 4990 Lawton, OK 73505 PS Form 3811, July 1999 **Domestic Return Receipt** 102595-00-M-0952

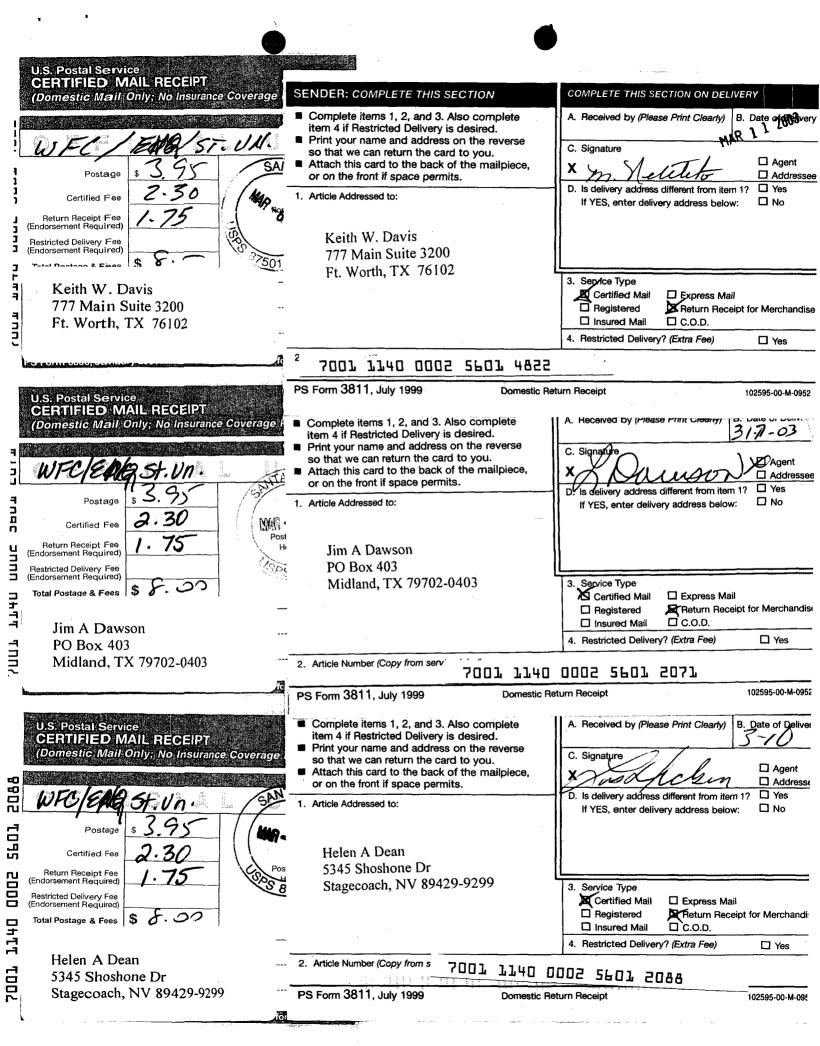


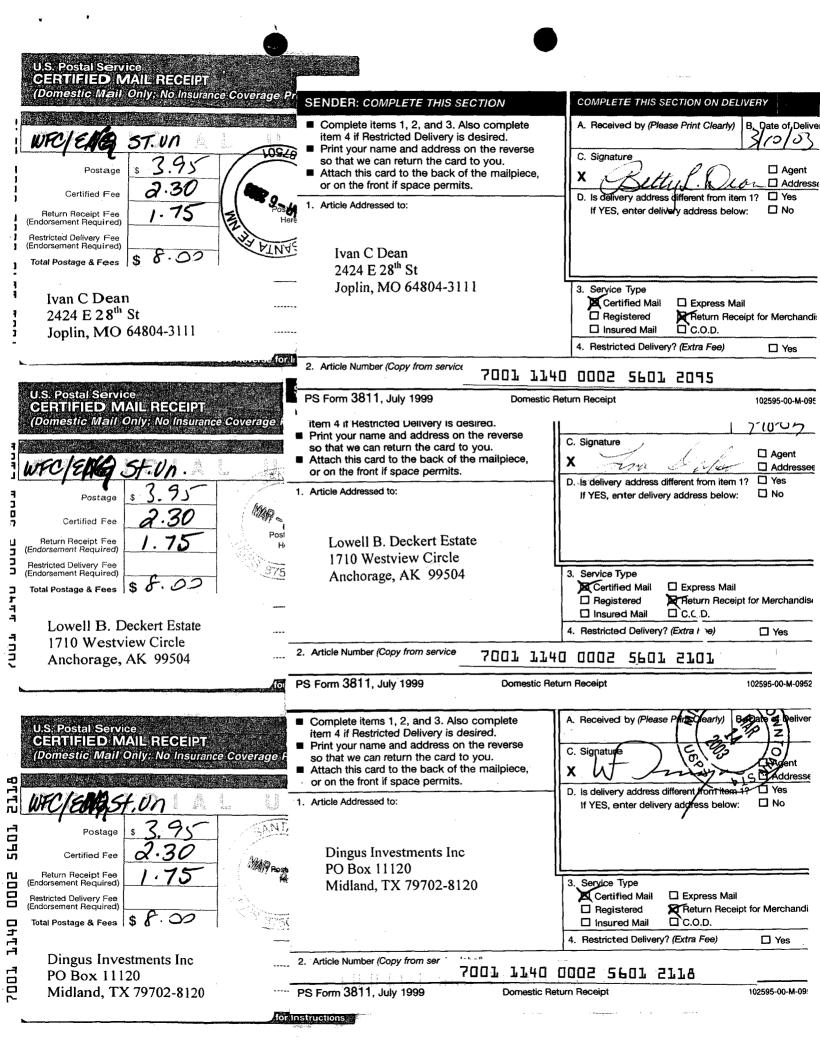




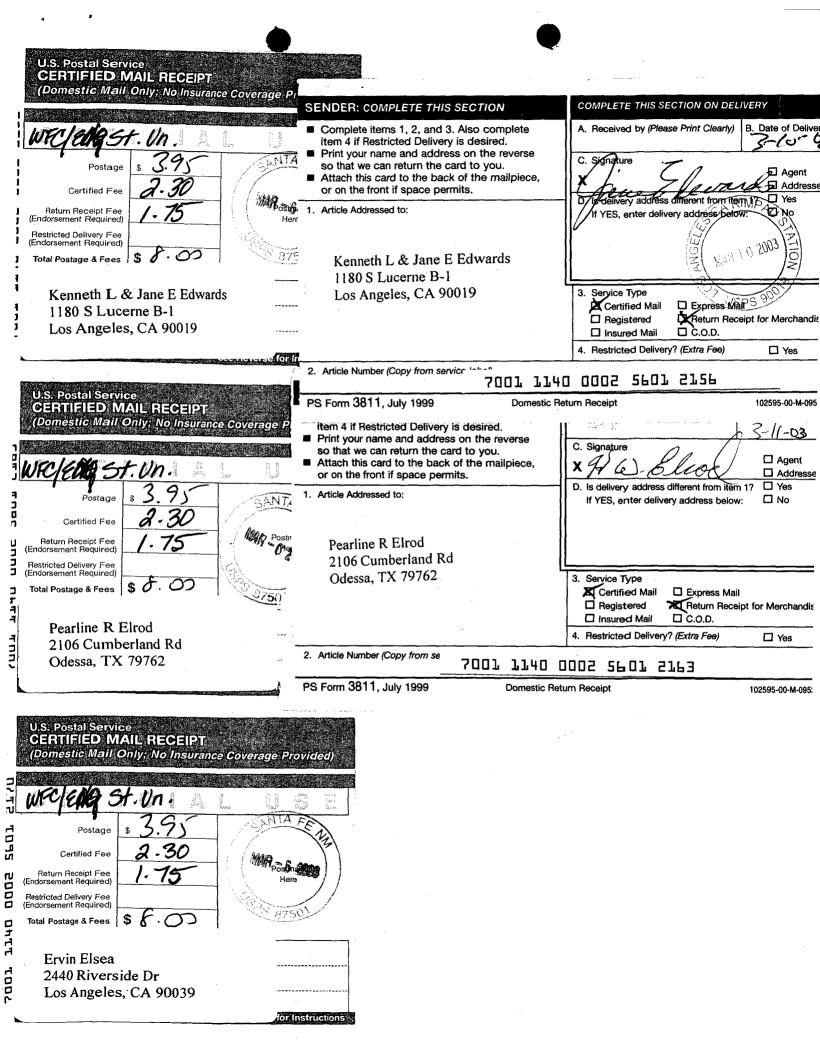




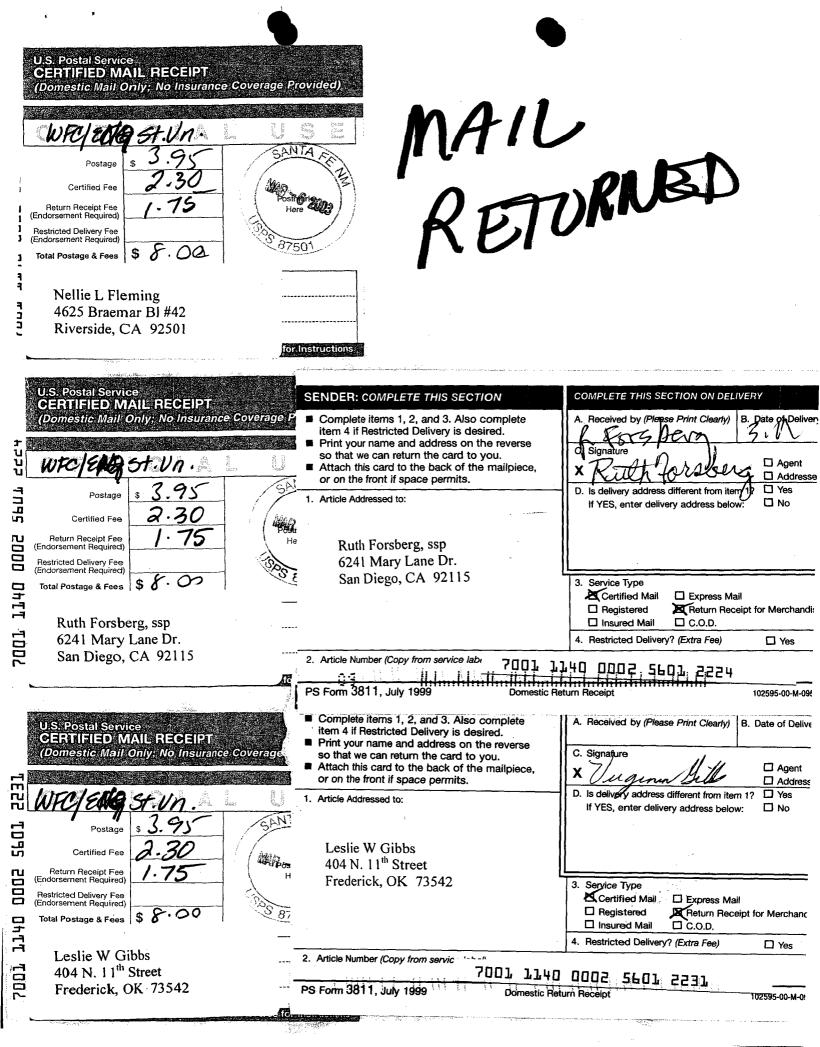


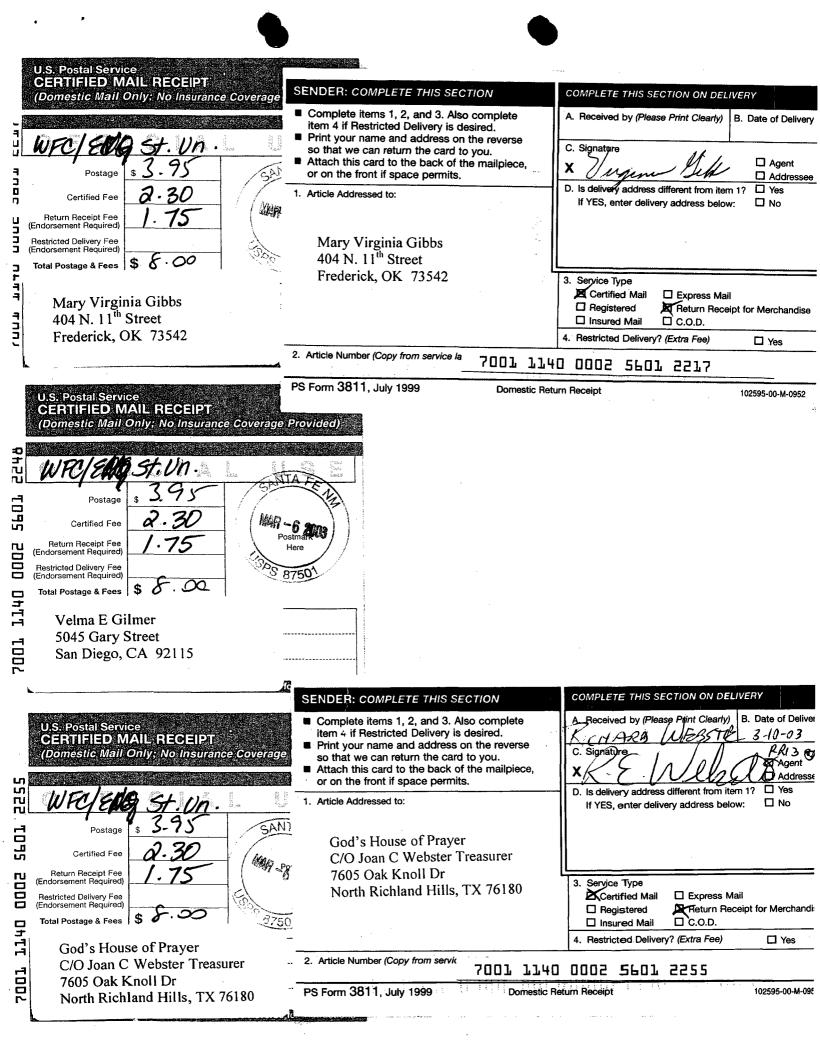


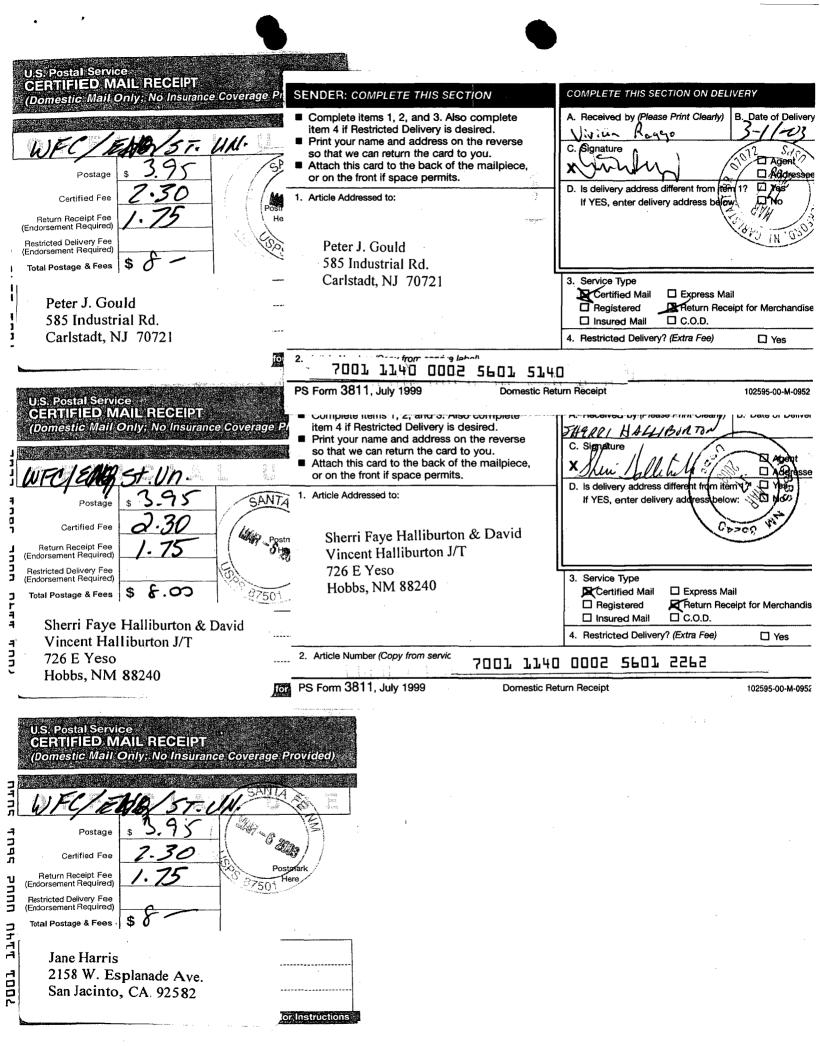




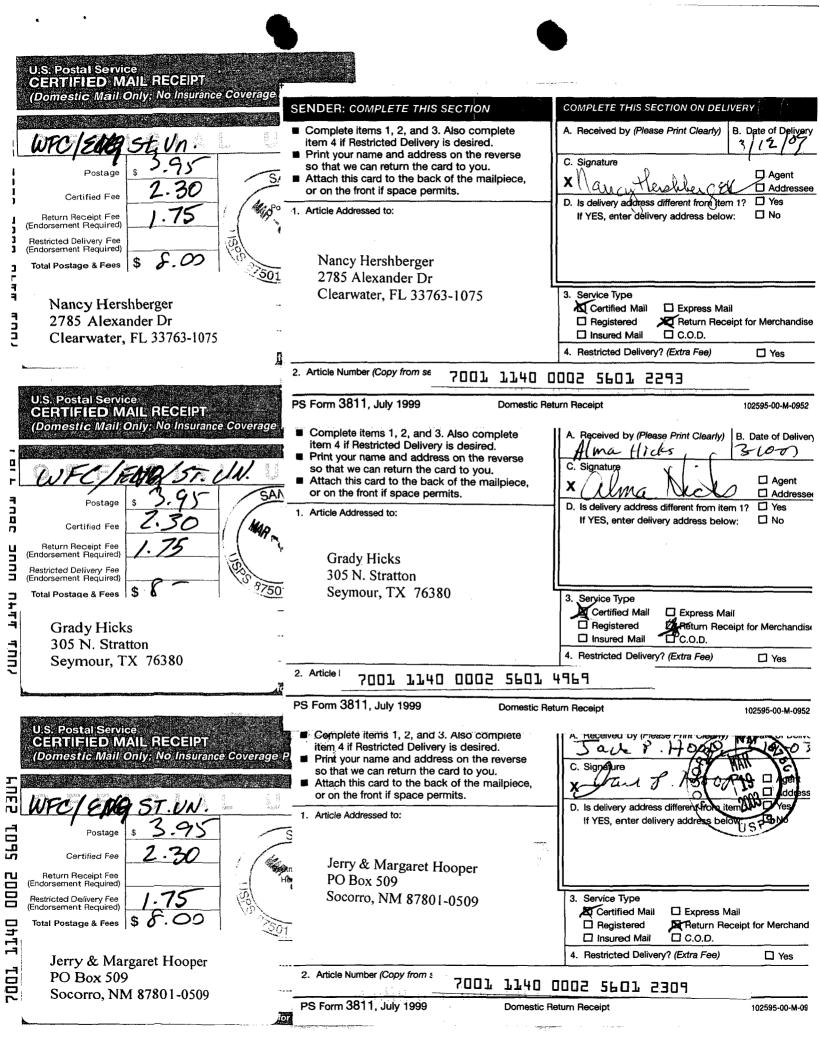




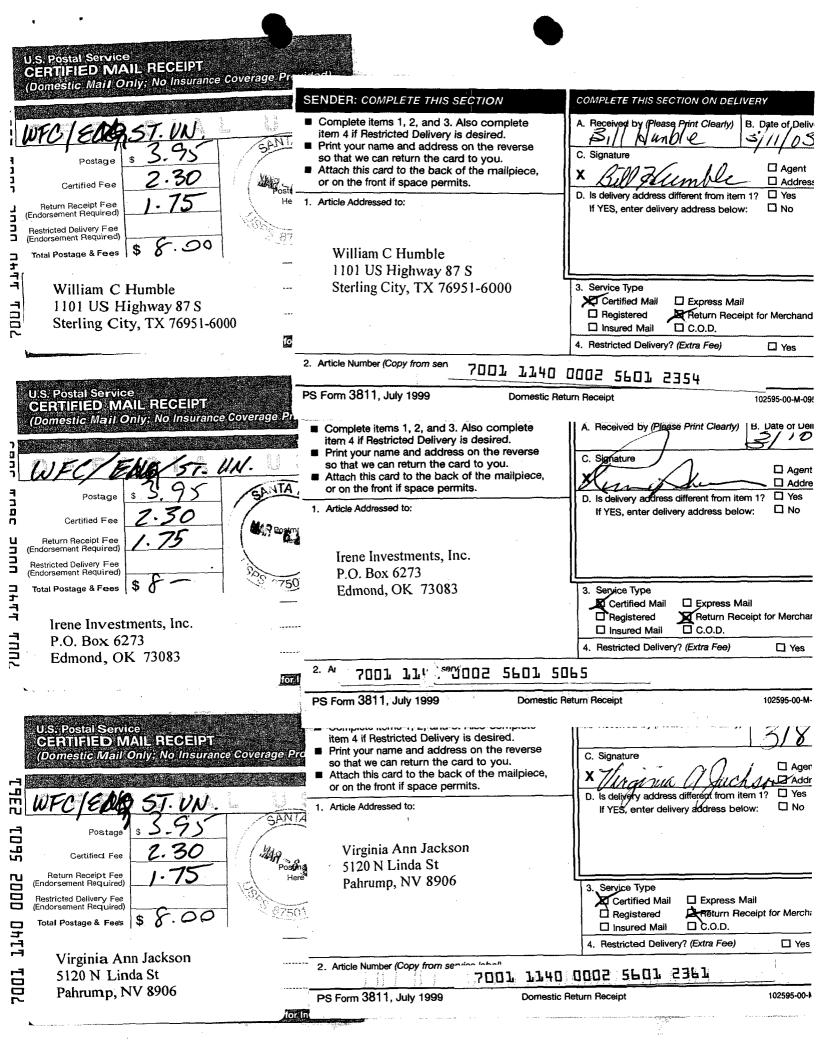


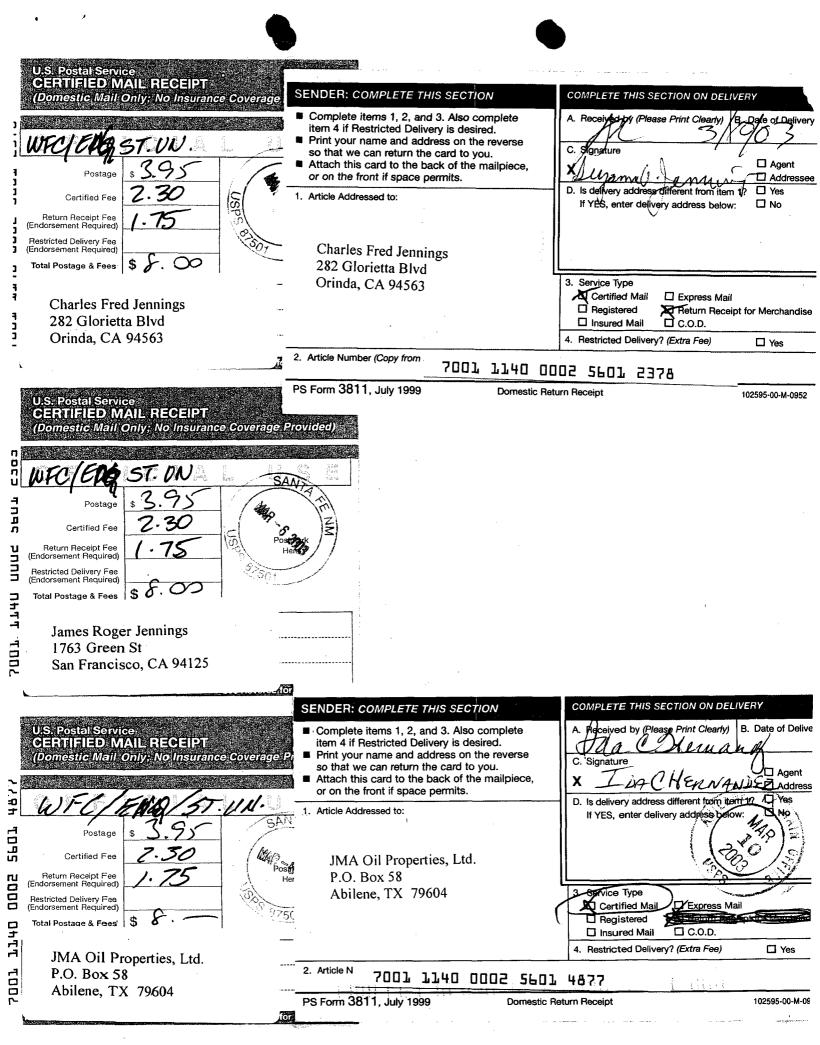




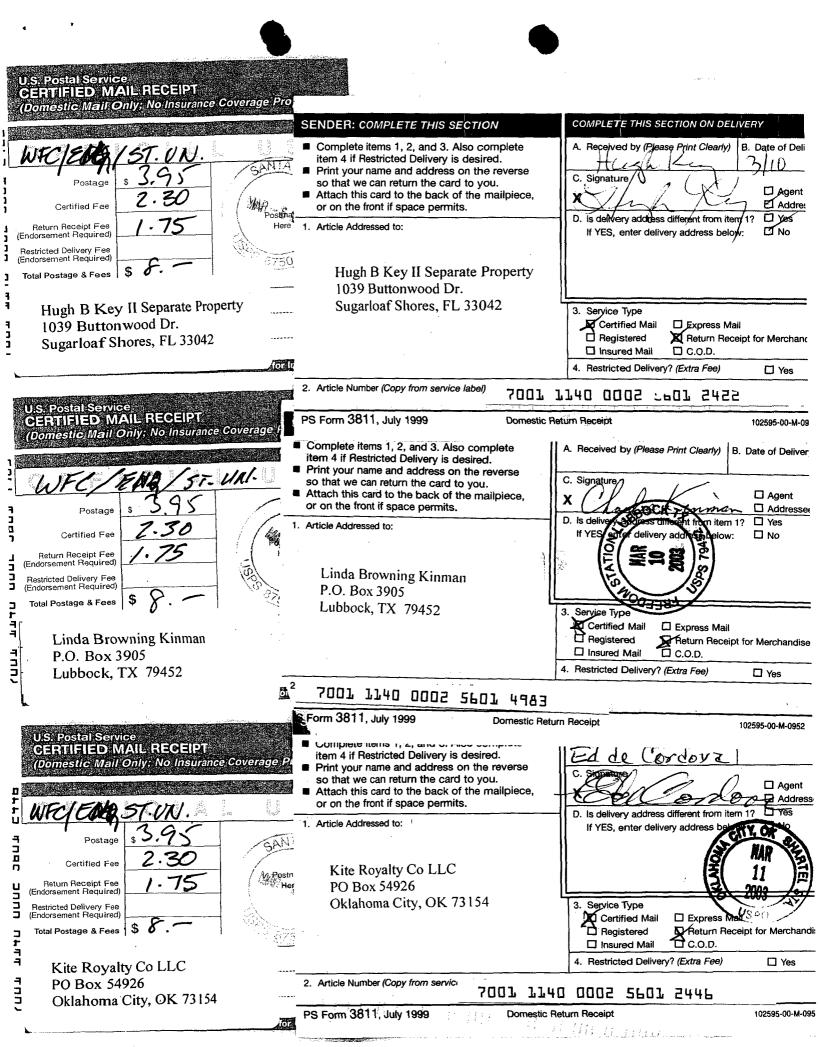


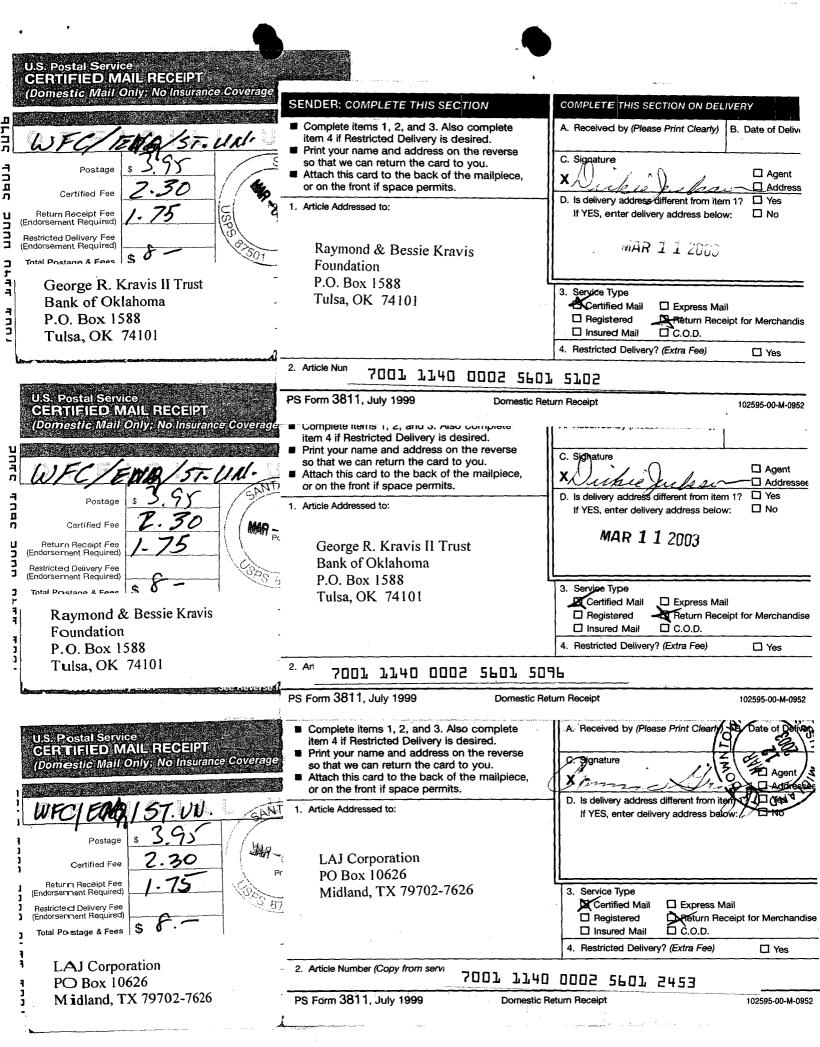


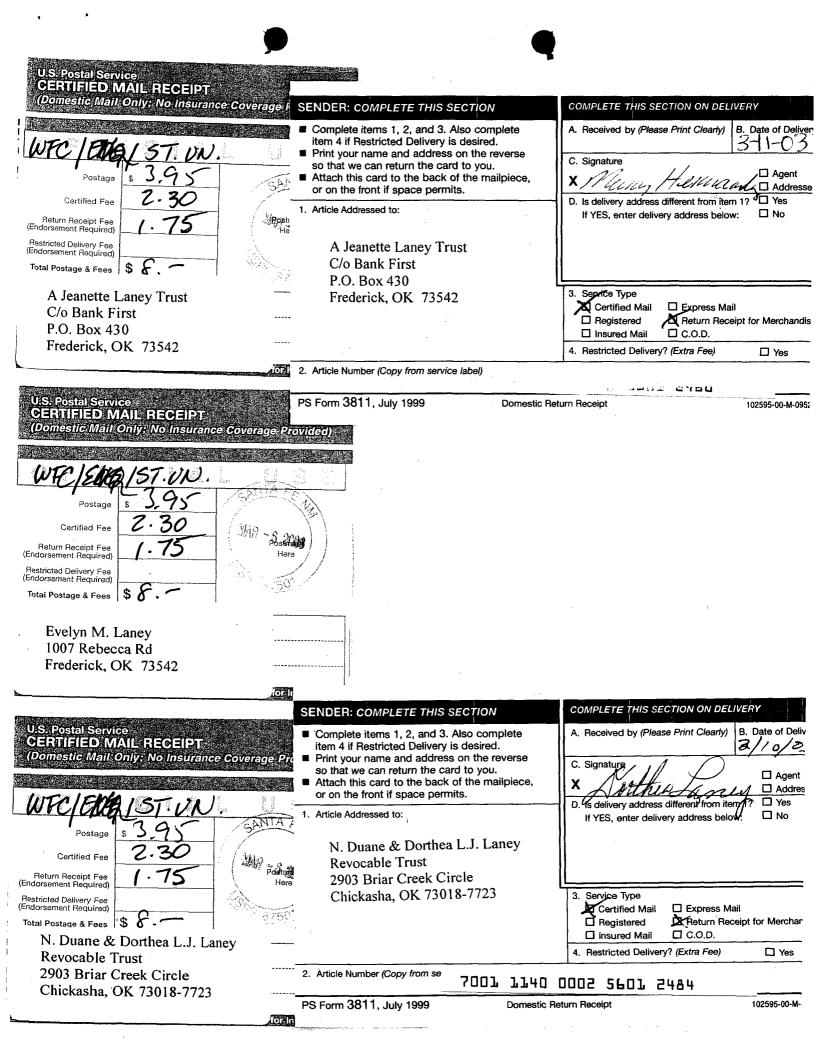


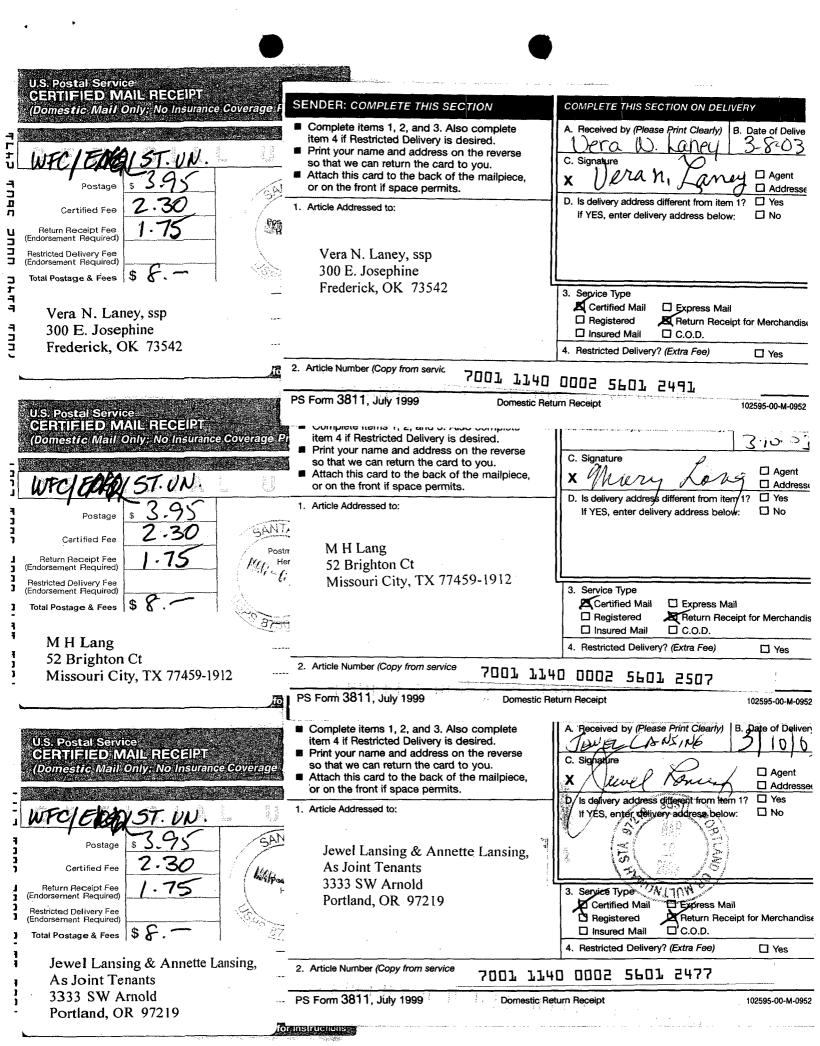


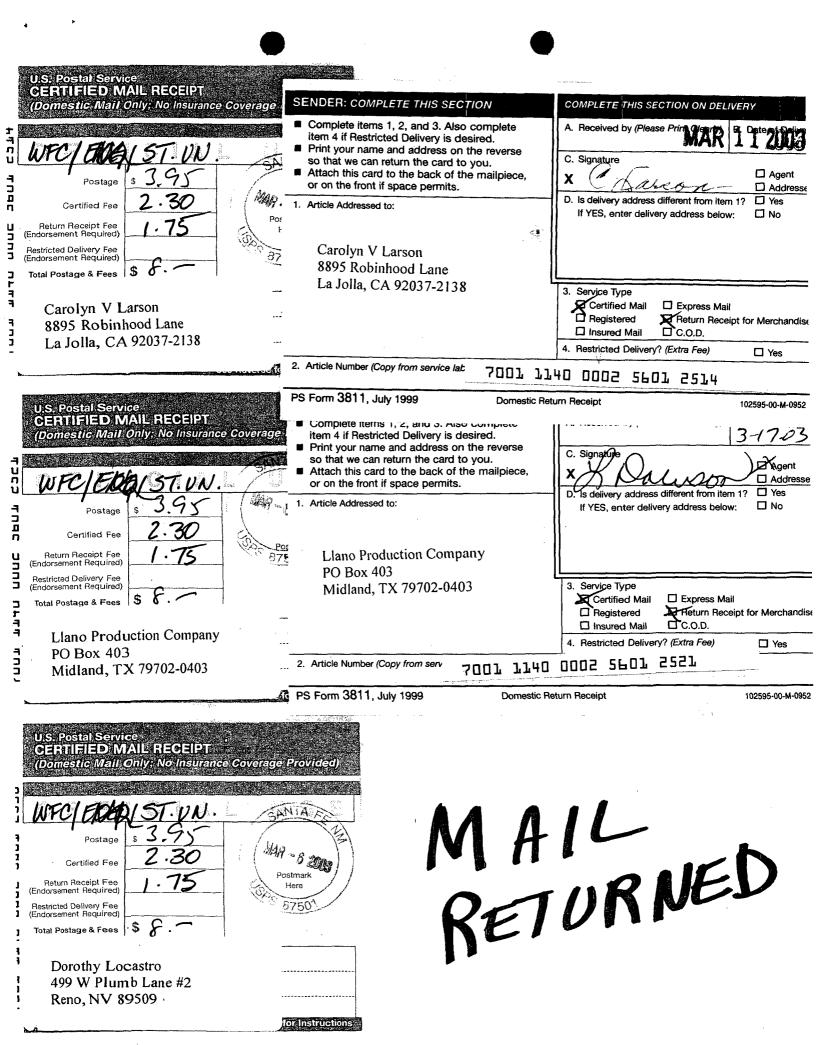


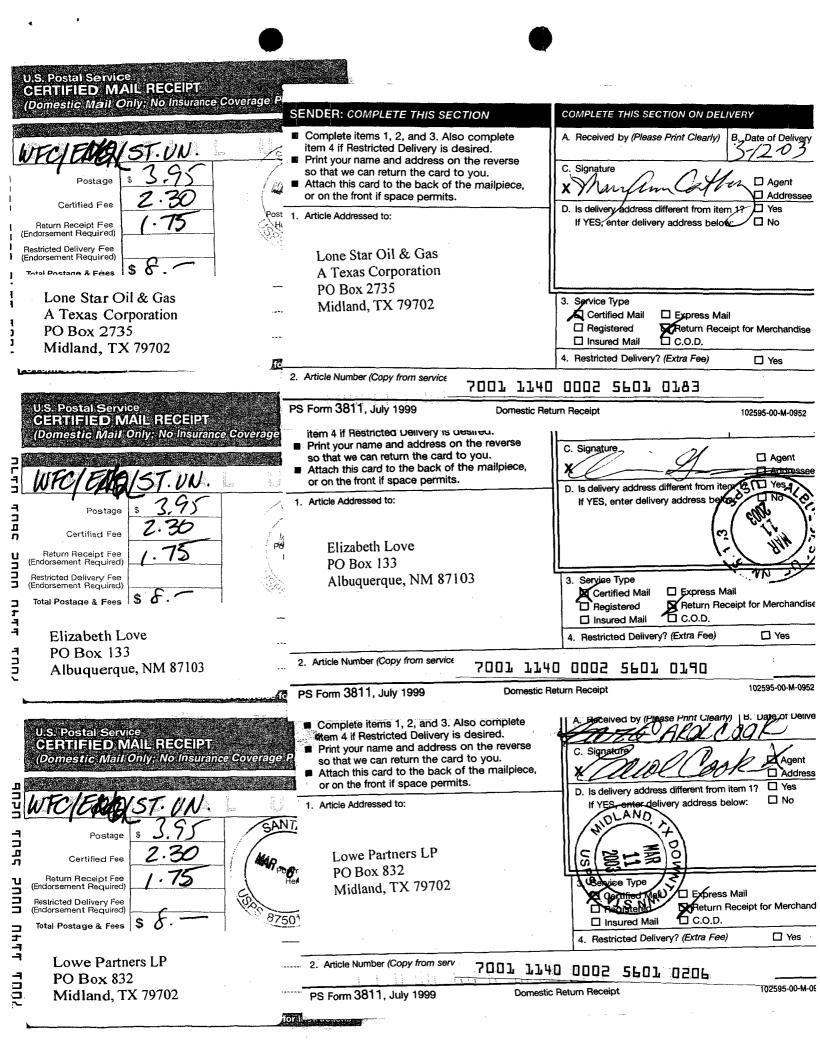


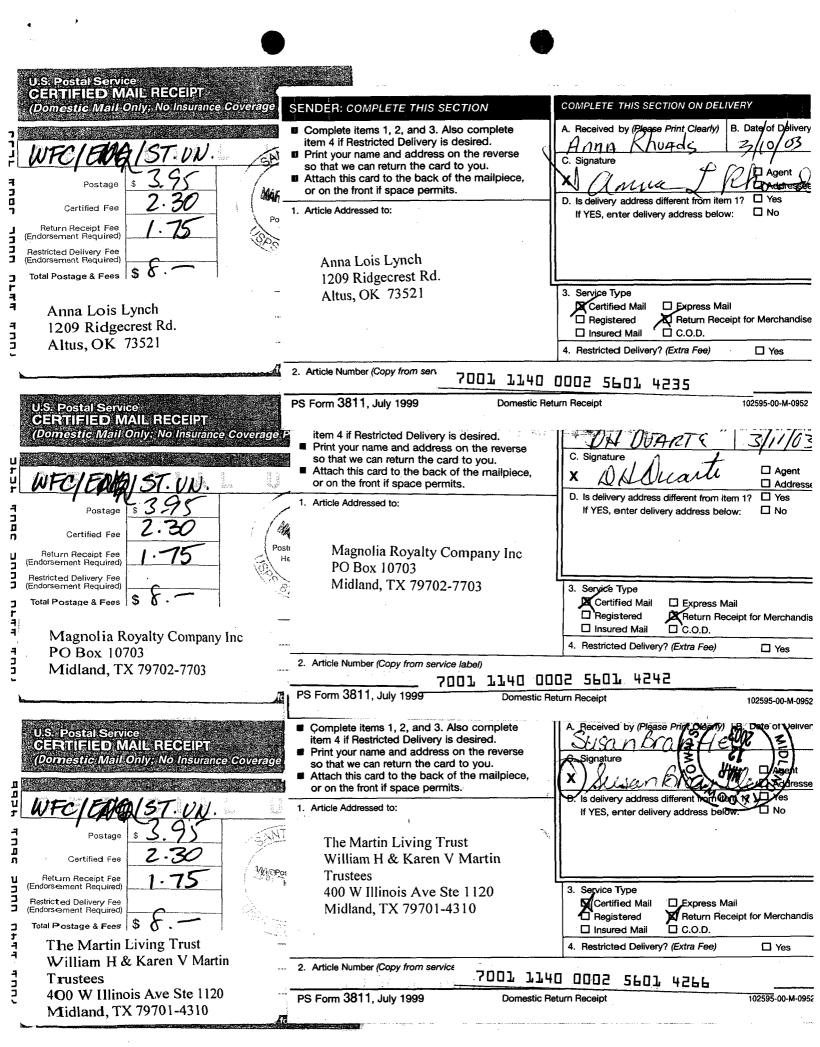


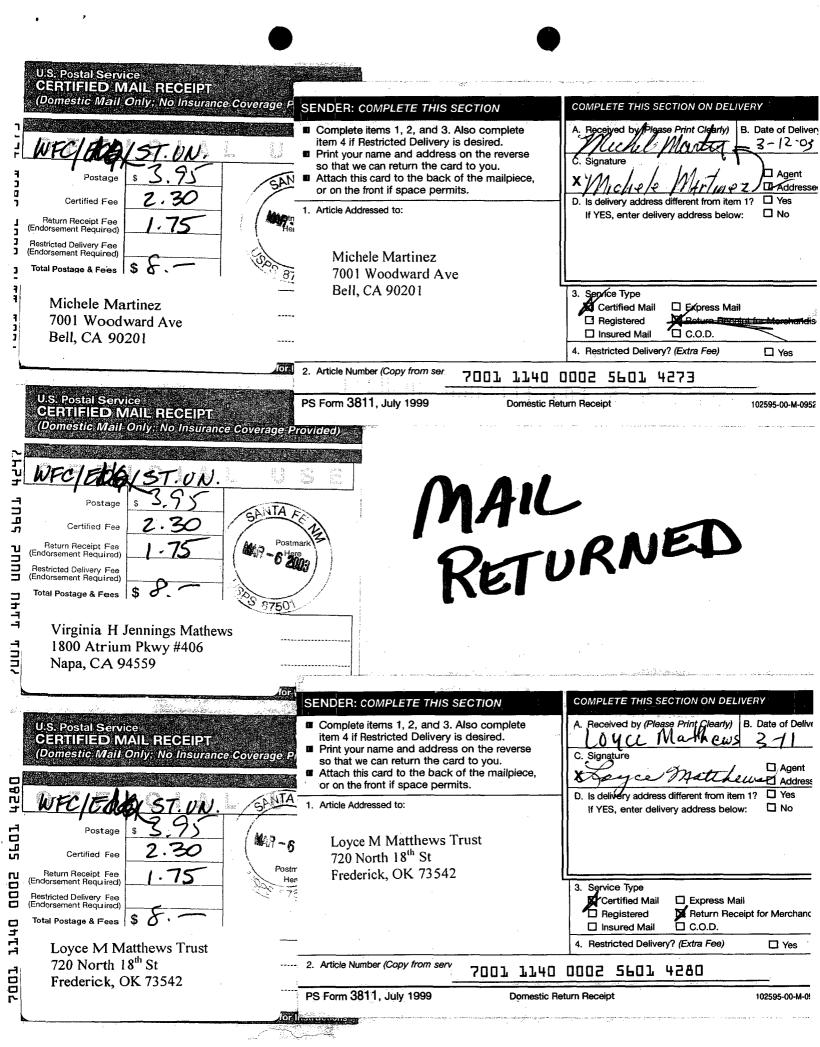




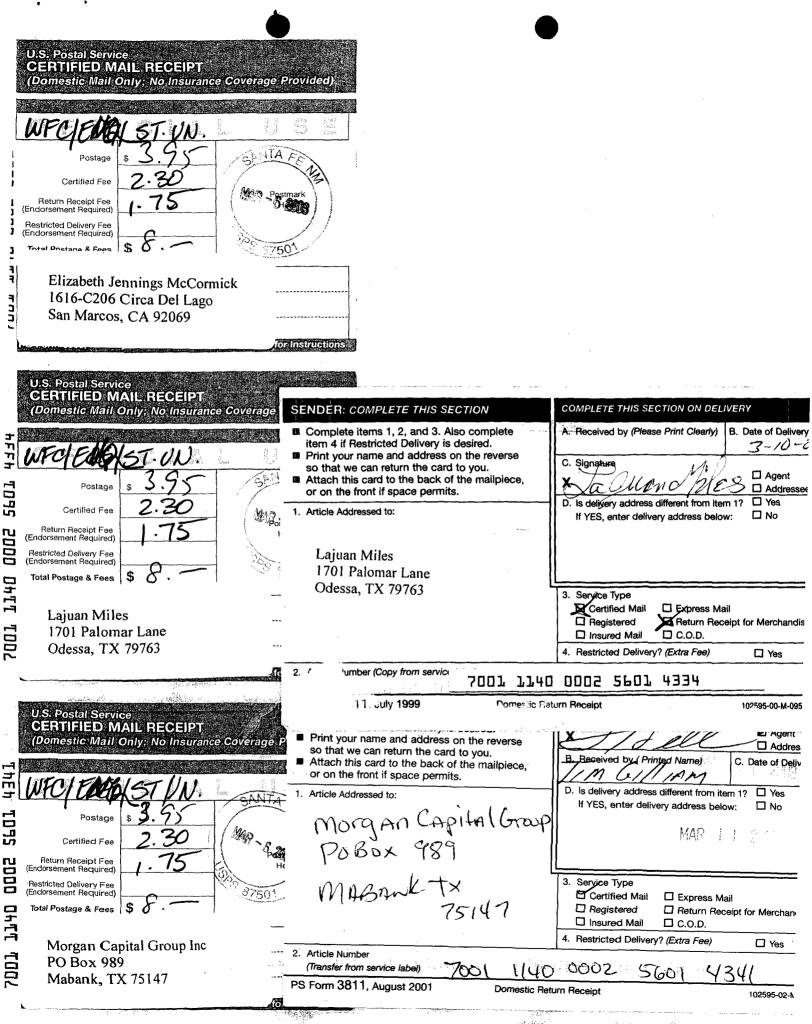




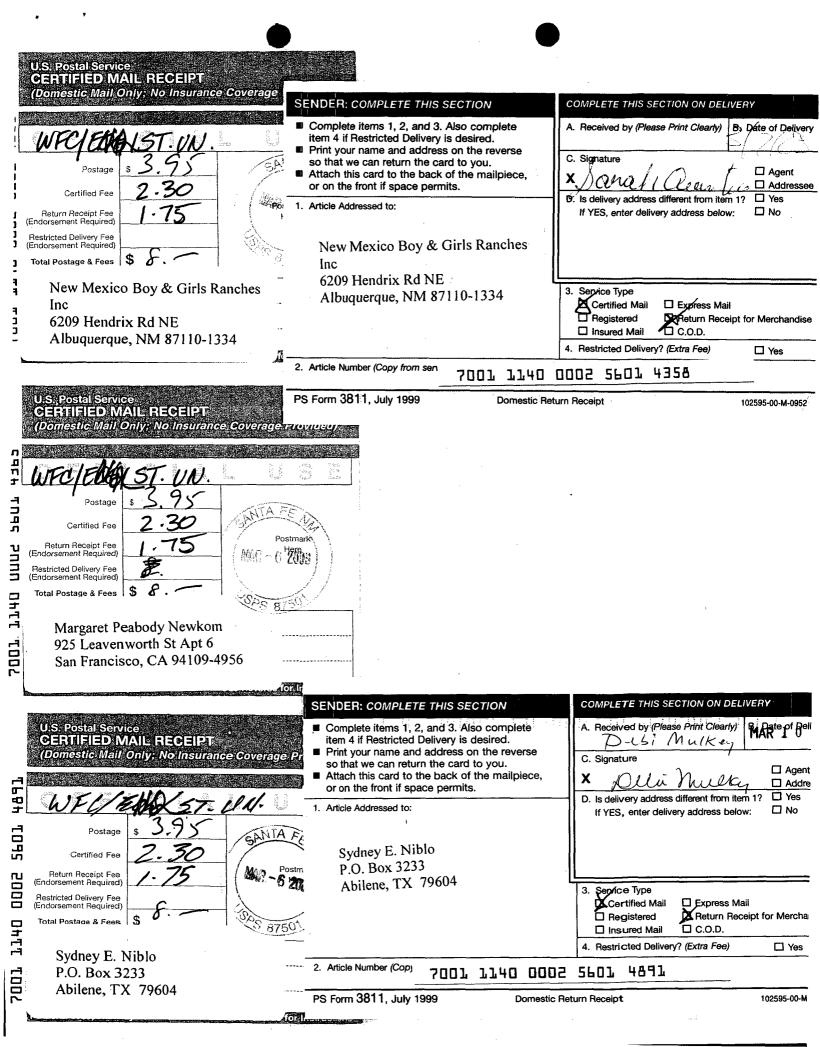


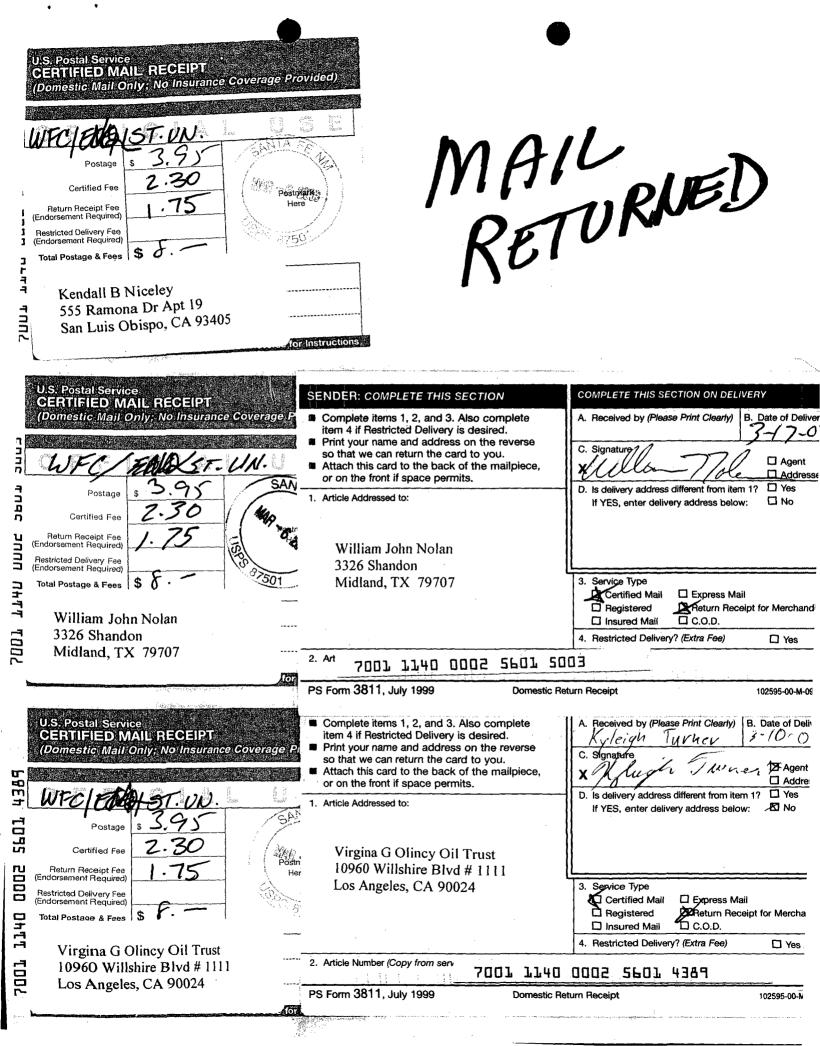




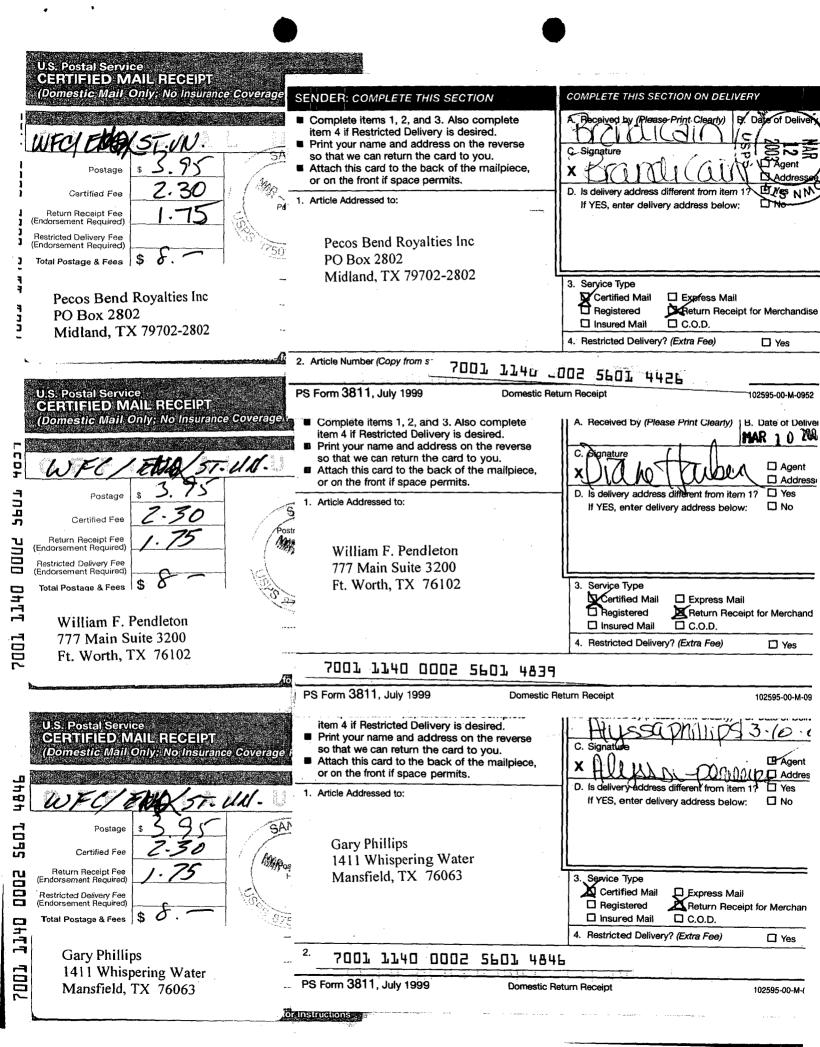


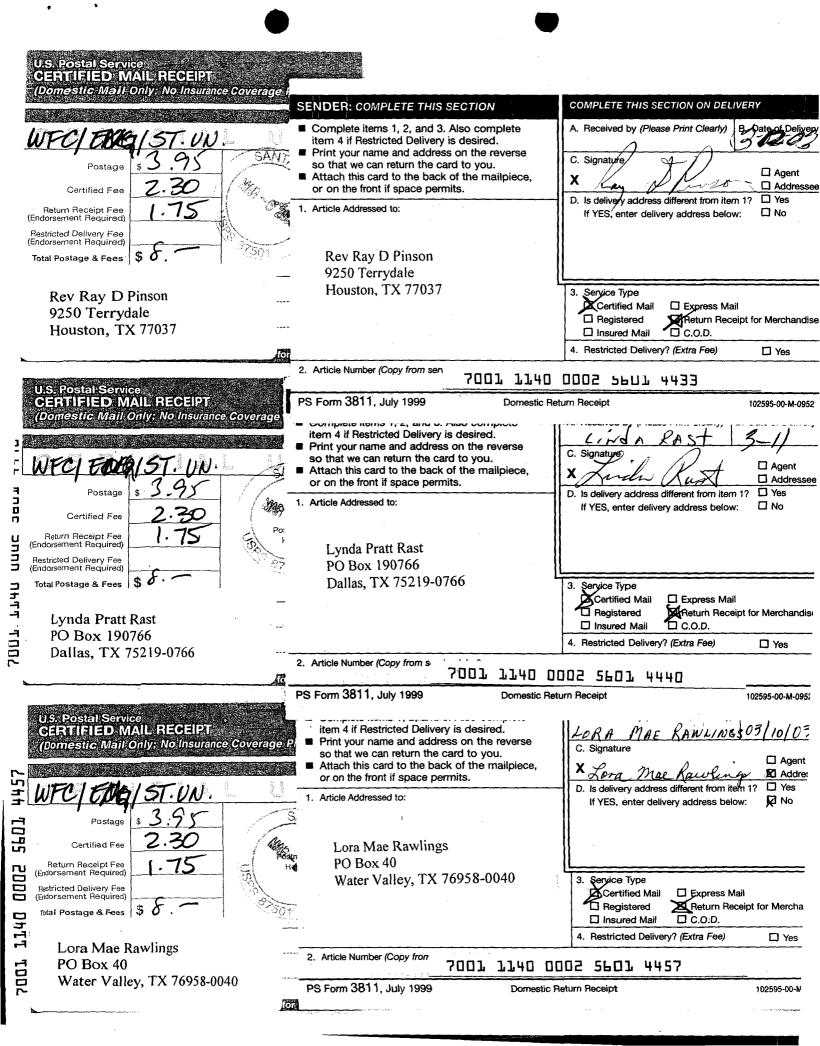
e in had have a set to the second

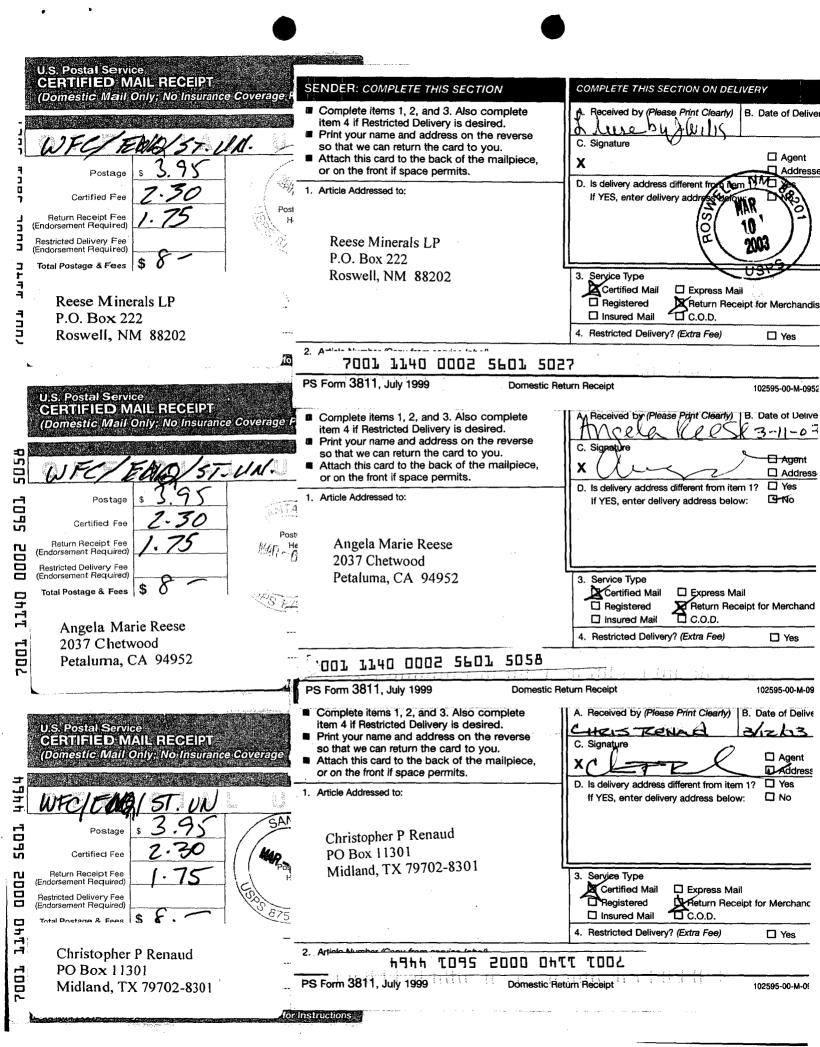






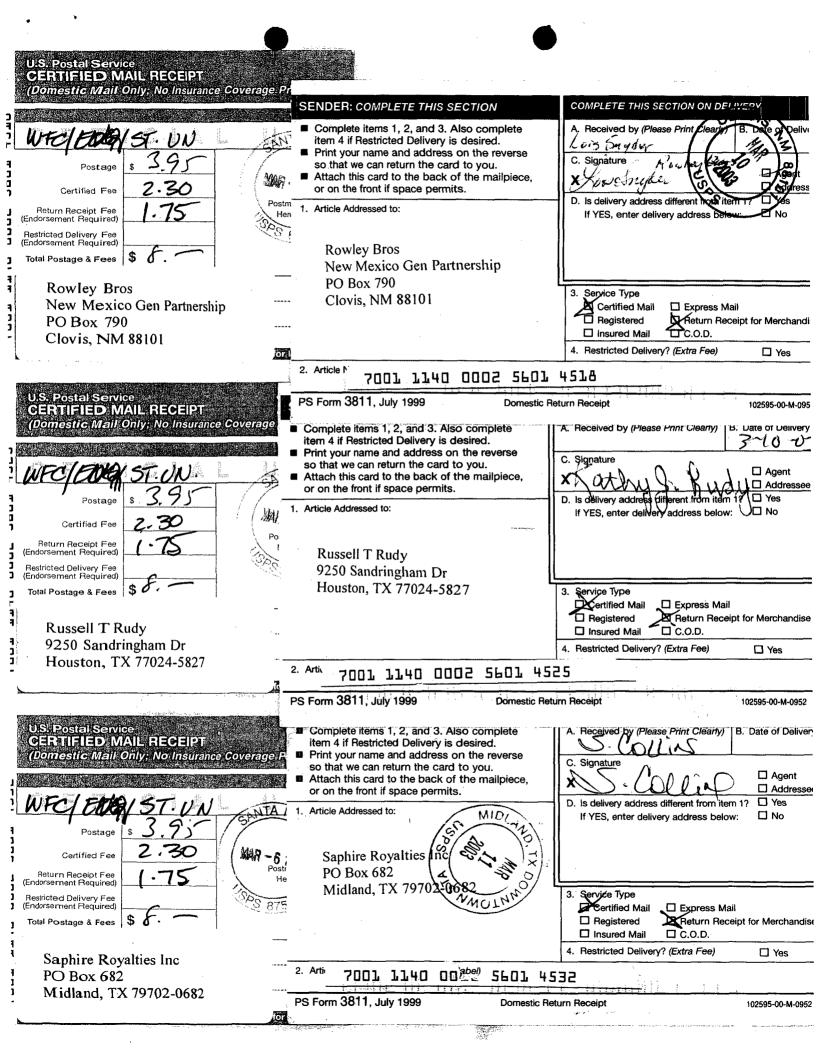


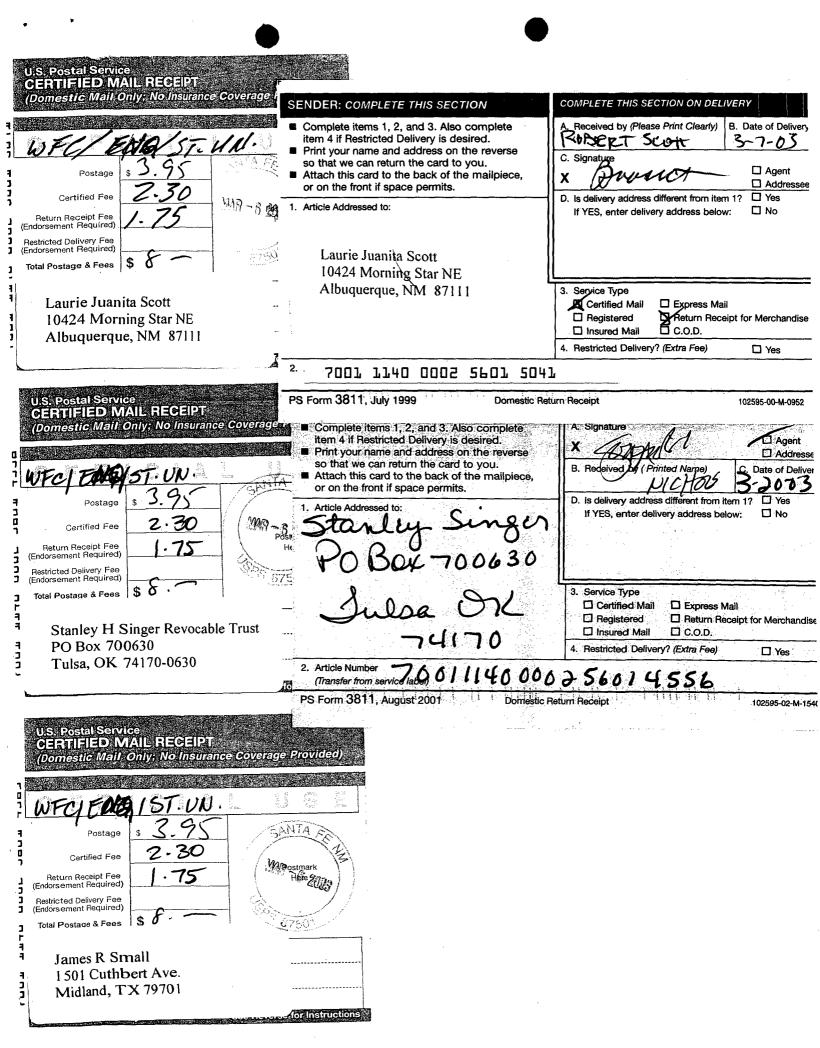


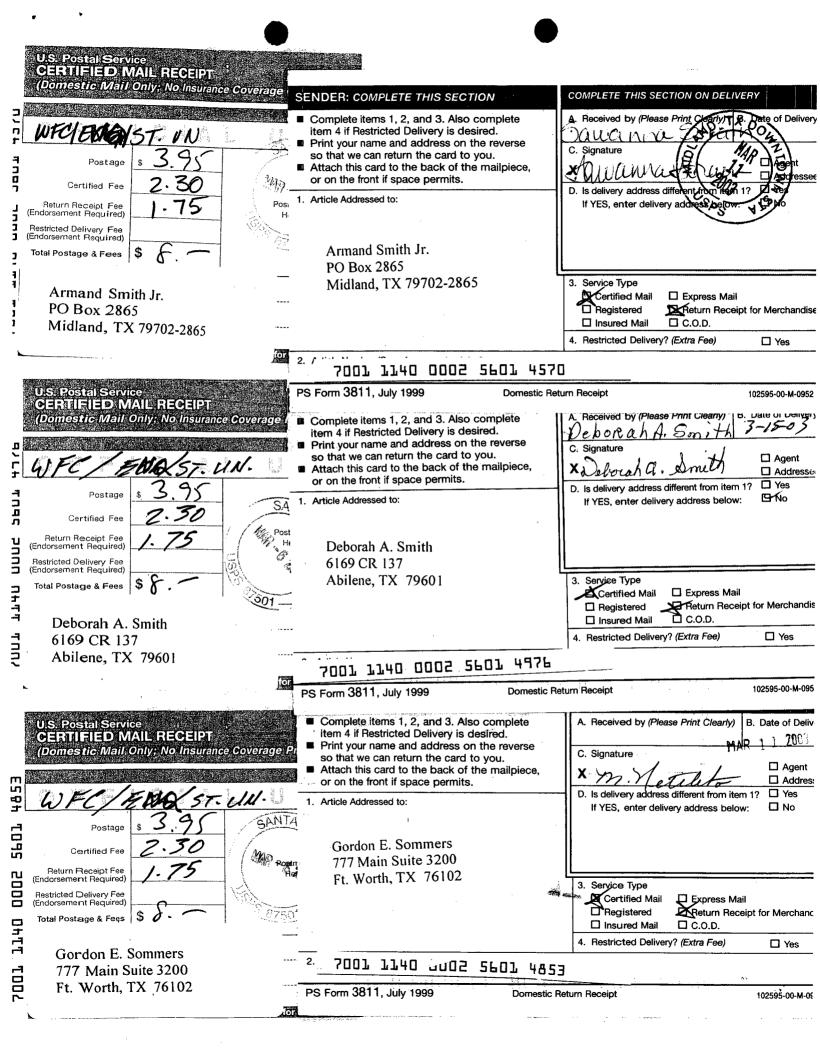


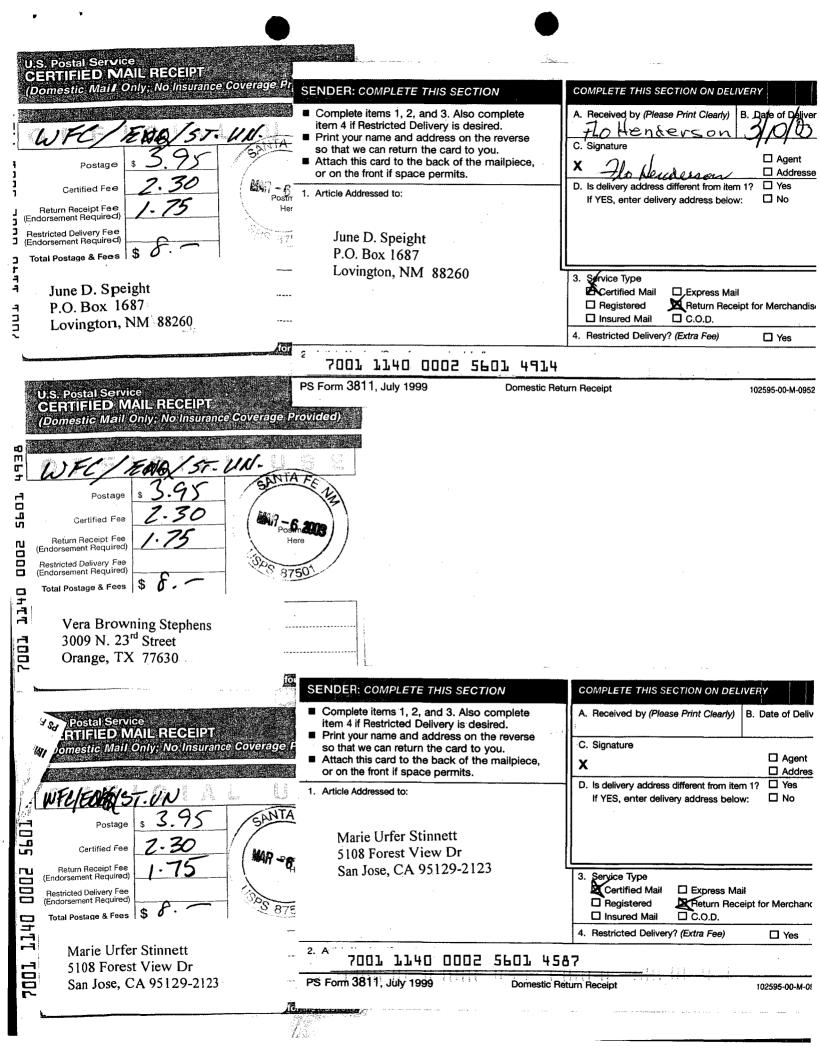


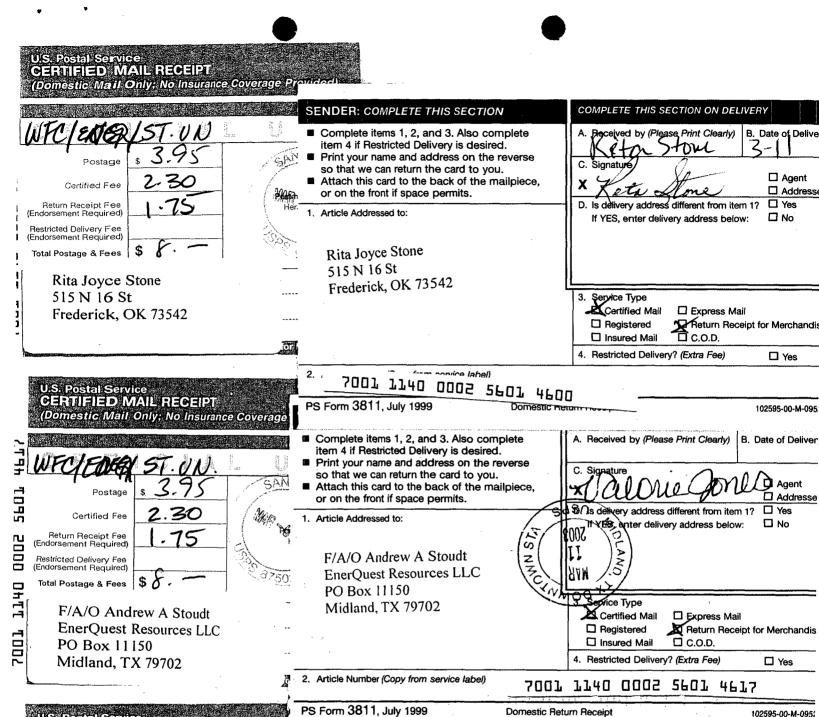












U.S. Postal Service **CERTIFIED MAIL RECEIPT** (Domestic Mail Only; No Insurance Coverage)

\$

Sugarberry Land Company

Dallas, TX 75235-0287

Postage

Certified Fee

PO Box 35287

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Total Postage & Fees

item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: 2.44

PS Form 3811, July 1999

Sugarberry Land Company PO Box 35287 Dallas, TX 75235-0287

PLAK I U DU C. Signature

D. Is delivery address/different from item 1?

If YES, enter delivery address below:

Service Type 🖏 Certified Mail Express Mail C Registered Return Receipt for Merchandis Insured Mail 🗖 C.O.D. 4. Restricted Delivery? (Extra Fee)

Domestic Return Receipt

□ Yes

B. Date of Delive

Agent

I Yes

D No

C Yes

102595-00-M-095

Agent

Addresse

C Yes

C Yes

102595-00-M-095

Addresse

□ Yes

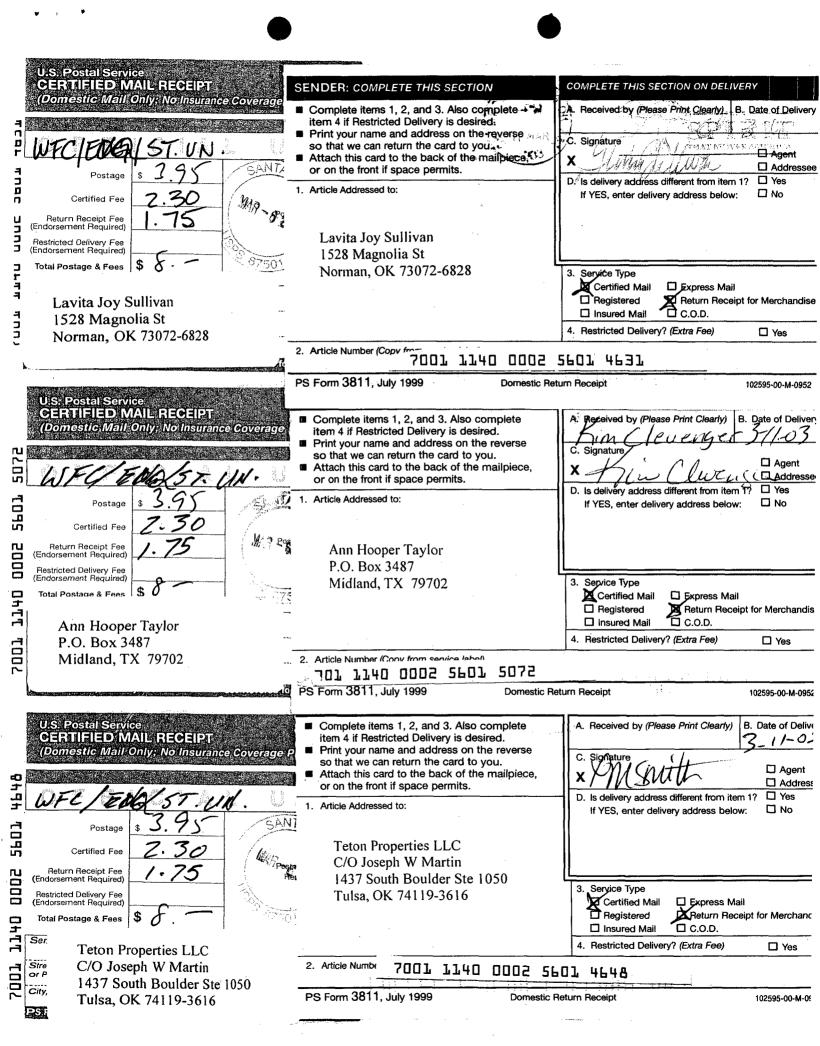
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tou

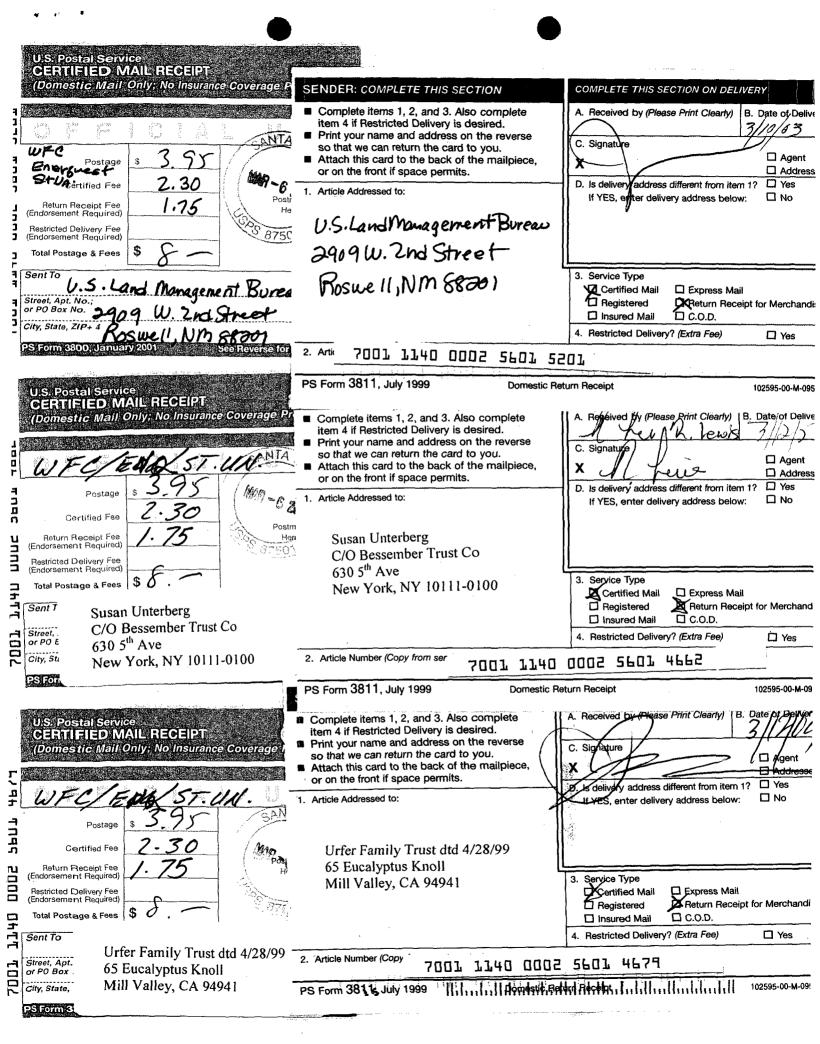
Express Mail

🛱 C.O.D.

Return Receipt for Merchandis



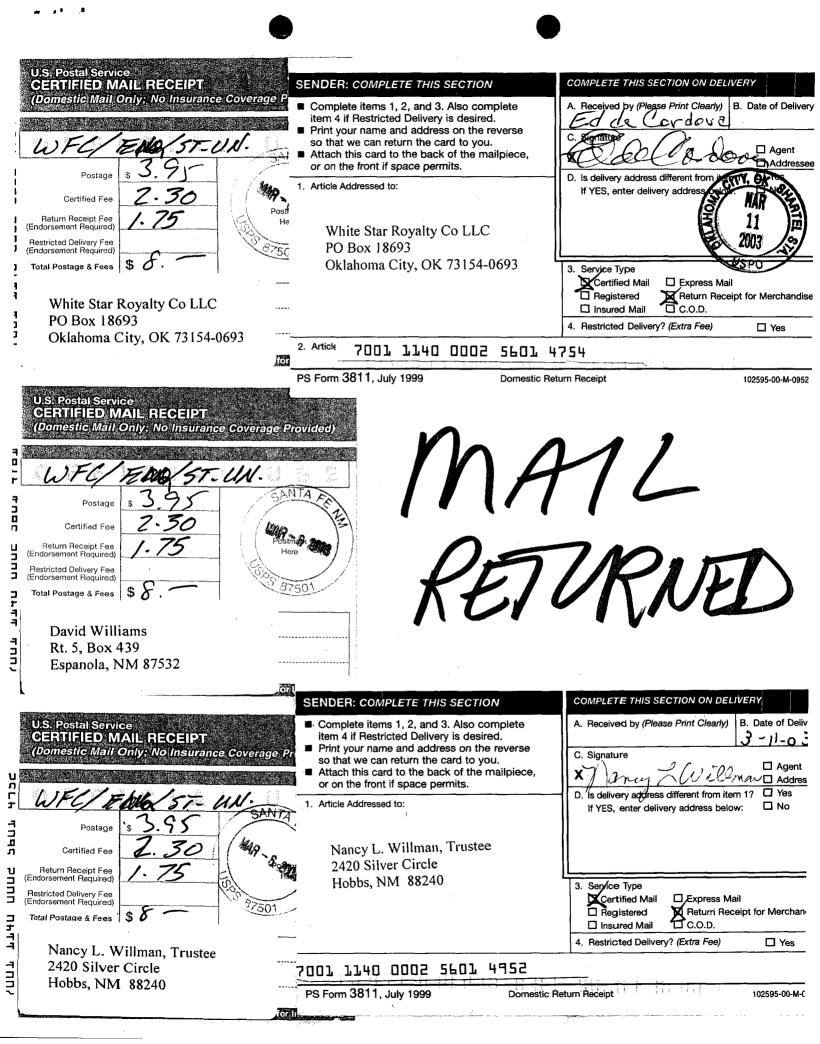


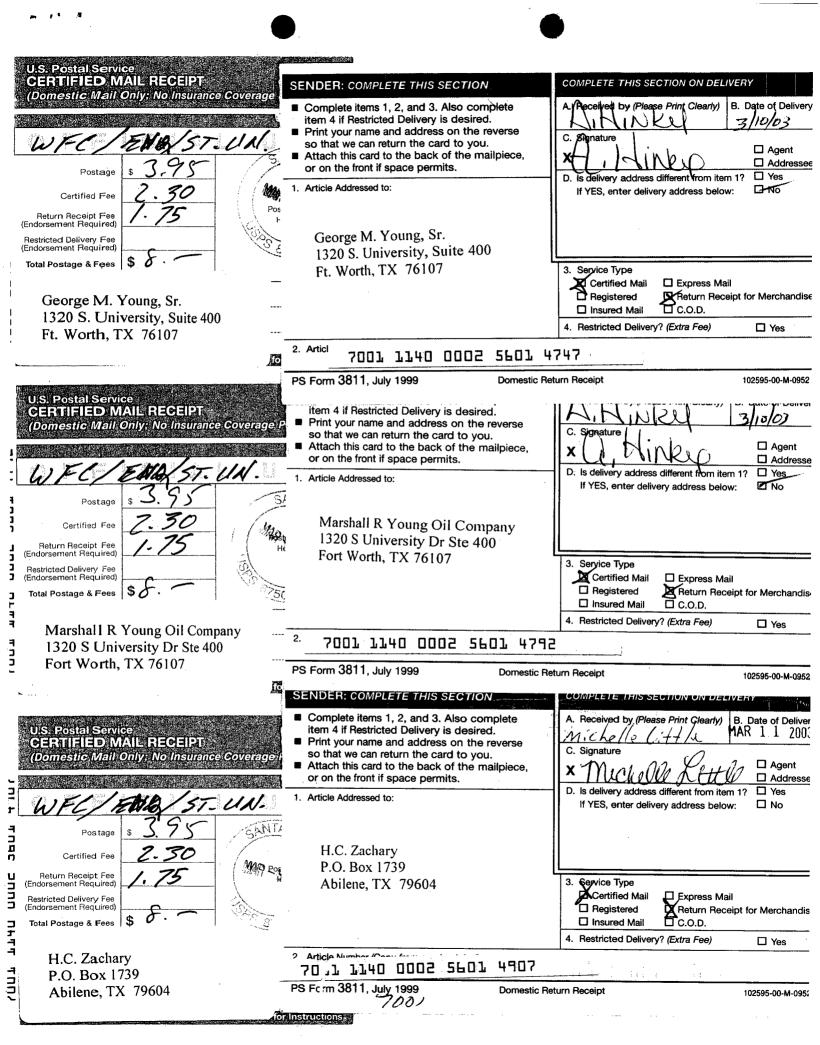


U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only: No Insurance Coverage Provided).

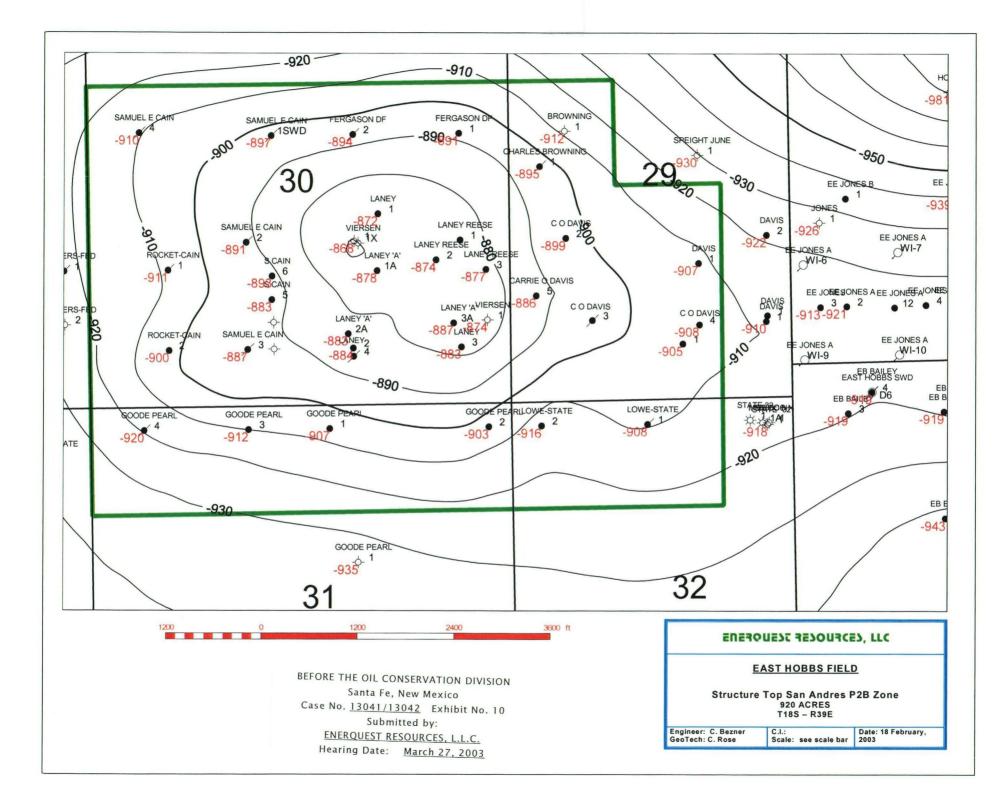


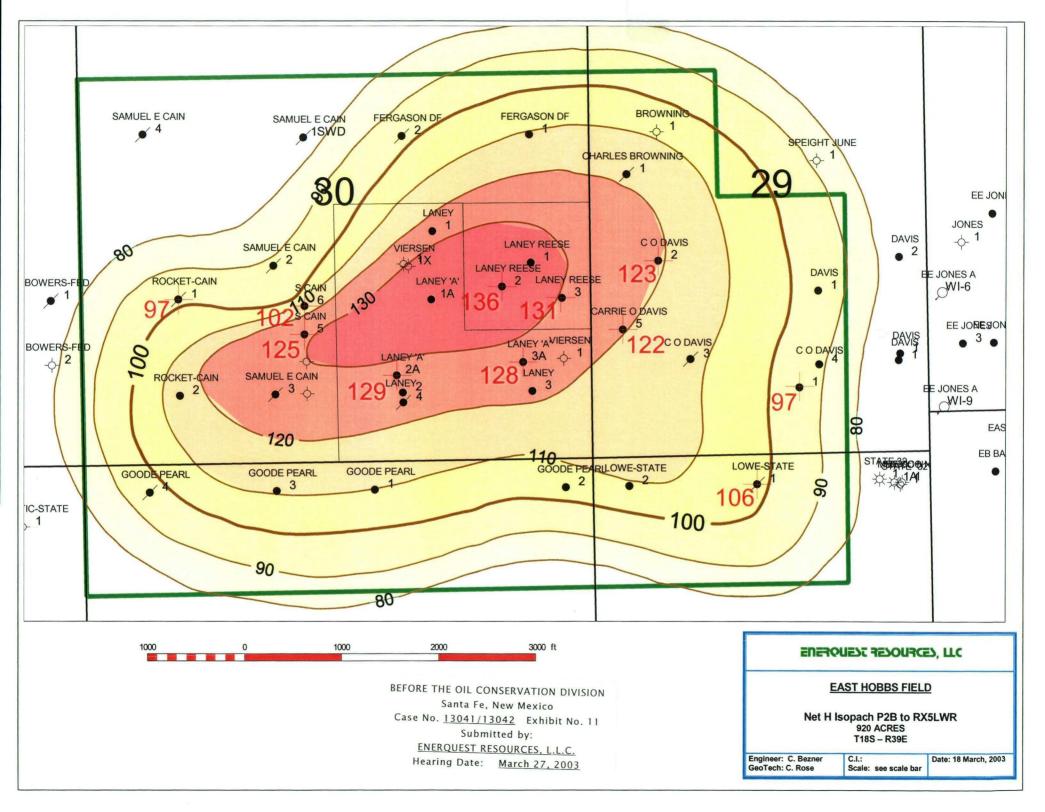


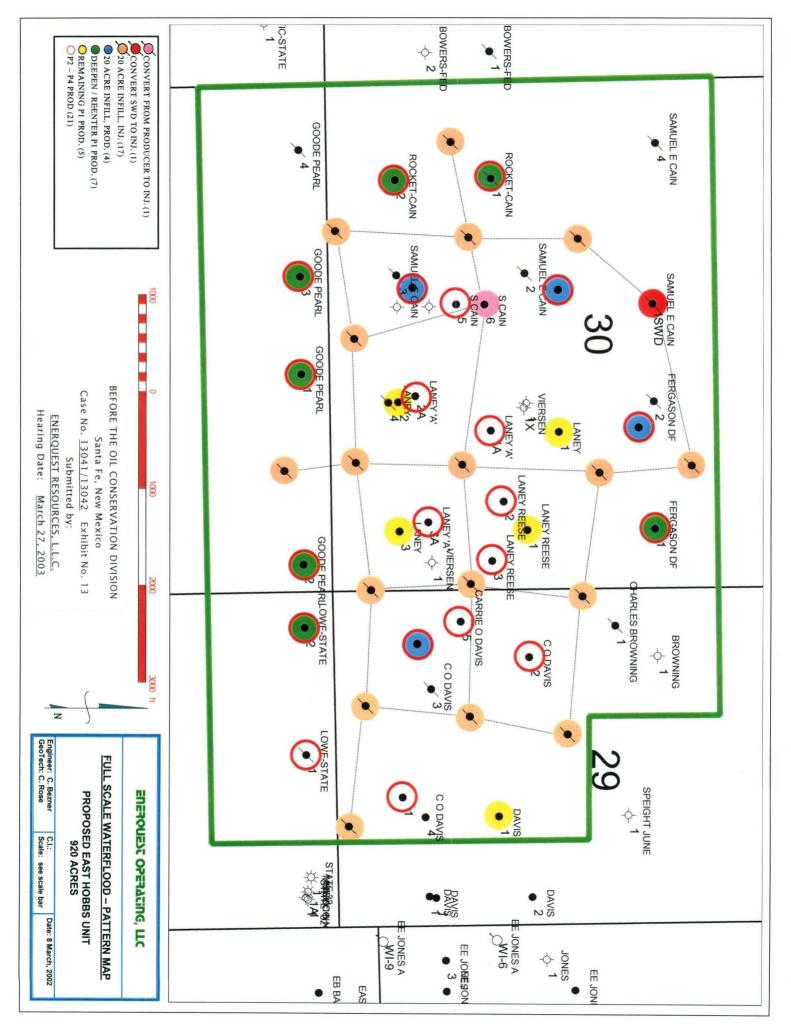












* Economic Evaluation

Project: C:\Data\Projects\EHUSales03.MDB

Field Na	me: HOI r: ENER	BBS EAST (SA QUEST RESC		Reservoir: SAN ANDRES Lease API: Location: 0-0-0						
•				••	eveloped, Producing	Eco	nomic Dates:			
		/Bbl. \$4/MCF				Effe	ctive Date	01/2003		
Differen	tial: -\$1.	84/bbl, -\$0.26/	/MCF			Calc	ulated Limit	04/2017		
						Ecor	nomic Life	172 Months		
							14 `	Years 4 Months		
Initial Div	ision of I				NRI	ORI	Discount Pre	sent Worth:		
		WI:	100.000000	Oil:	80.000000	0.000000	0.00 %	10,152,596		
				Gas:	80.000000	0.000000	2.00 %	9,353,157		
	Re	version Date:	None	Injection:	0.000000	0.000000	4.00 %	8,662,401		
Econom	nics Info	ormation:	Fco	nomics Sum	marv:		6.00 %	8,061,613		
Net Payo			/2003		Bbi Oil	Mcf Gas	8.00 %	7,535,819		
Rate of R				nate Gross	6,908,696	14,946,747	9.00 %	7,297,181		
Return or				oric Gross	5,977,335	13,734,263	12.00 %	6,663,246		
Disc Ret				s at Eff Date	5,987,145	13,747,112	20.00 %	5,415,783		
Bibertok				aining Gross	921,551	1,199,635	25.00 %	4,857,419		
				aining Net	737,241	959,708	30.00 %	4,411,491		
			i tom	aning Not	101,241	303,700	50.00 %	3,277,981		
	Well	Gross	Production	N	et Production	۵۷۵	erage Prices	Sales		
Date	Count	Oil	Gas		Dil Gas	Oil	Gas	Total		
Date	oount	(Bbl)	(Mcf)	(Bb		(\$/Bbl)	(\$/MMBtu)	(\$)		
12/2003	21	111,896	146,480	89,5		23.16	3.74	(م) 2,511,472		
12/2004	21	101,825	133,150	81,4		23.16	3.74	2,285,001		
12/2005	21	92,661	121,033	74,1	-	23.16	3.74	2,078,953		
12/2006	21	84,321	110,019	67,4	-	23.16	3.74	1,891,485		
12/2007	21	76,732	100,008	61,3	-	23.16	3.74	1,720,922		
12/2001	21	69,827	90,907	55,80		23.16	3.74	1,565,740		
12/2009	21	63,542	82,634	50,8	•	23.16	3.74	1,424,551		
12/2010	21	57,823	75,115	46,2	-	23.10	3.74	1,296,094		
12/2010	21	52,619	68,279	42,0		23.10	3.74	1,179,221		
12/2012	21	47,884	62,066	38,3	-	23.16	3.74			
12/2012	21	43,574	56,418	34,8	-	23.16	3.74	1,072,887		
12/2013	21	39,652	51,284	31,72		23.16	3.74	976,141		
12/2014	21	36,084	46,617	28,8		23.10	3.74	888,119		
12/2015	21	32,836	40,017	26,20	•	23.16	3.74	808,035		
04/2017	21	10,275	13,250	8,2	-	23.16	3.74	735,173		
Grand To		921,551	1,199,635	737,24		23.16		230,019		
Gianu it	Jai.	921,001	1,199,035	151,2-		23.10	3.74	20,663,812		
		Operating		Oneratir		Deviedie	Oursel of the se	4.00/		
Data		Operating	Taxaa	Operatir		Periodic	Cumulative	10%		
Date		Expenses	Taxes	Incom		Cash Flow	Cash Flow	Cash Flow		
12/2003		(\$) 630,000	(\$) 180,036		\$) (\$)	(\$)	(\$)	(\$)		
12/2003		630,000	163,799	1,701,43 1,491,20		1,701,437	1,701,437	1,618,085		
12/2004		630,000	149,027	1,491,20		1,491,202	3,192,639	1,289,277		
12/2005		630,000	135,588	1,125,89		1,299,925	4,492,564	1,021,776		
12/2000		630,000	123,360	967,56		1,125,897	5,618,462	804,577		
12/2007		630,000	112,235	823,50		967,562 822 505	6,586,024	628,614		
12/2008		630,000	102,113			823,505	7,409,528	486,425		
12/2009		630,000	92,904	692,43		692,438 573,100	8,101,966	371,864		
12/2010		630,000	92,904 84,526	573,19 464,69		573,190 464 695	8,675,156	279,879		
12/2011		630,000	76,903			464,695	9,139,850	206,315		
12/2012		630,000	69,968	365,98 276,17		365,983	9,505,834	147,757		
12/2013		630,000	63,658			276,173	9,782,007	101,404		
12/2014		630,000	57,917	194,46 120,11		194,461	9,976,468	64,957 26 520		
12/2015		630,000	52,694	52,47		120,118	10,096,586	36,530		
04/2017		210,000	16,487	3,53		52,478 3,532	10,149,064	14,582 916		
Grand To	otal:	9,030,000	1,481,216	10,152,59		3,532 10,152,596	10,152,596 10,152,596	7,072,958		
		2,000,000	1,701,210	10,102,03	U	10,102,000	10,152,590	1,012,900		

*Economic Evaluation

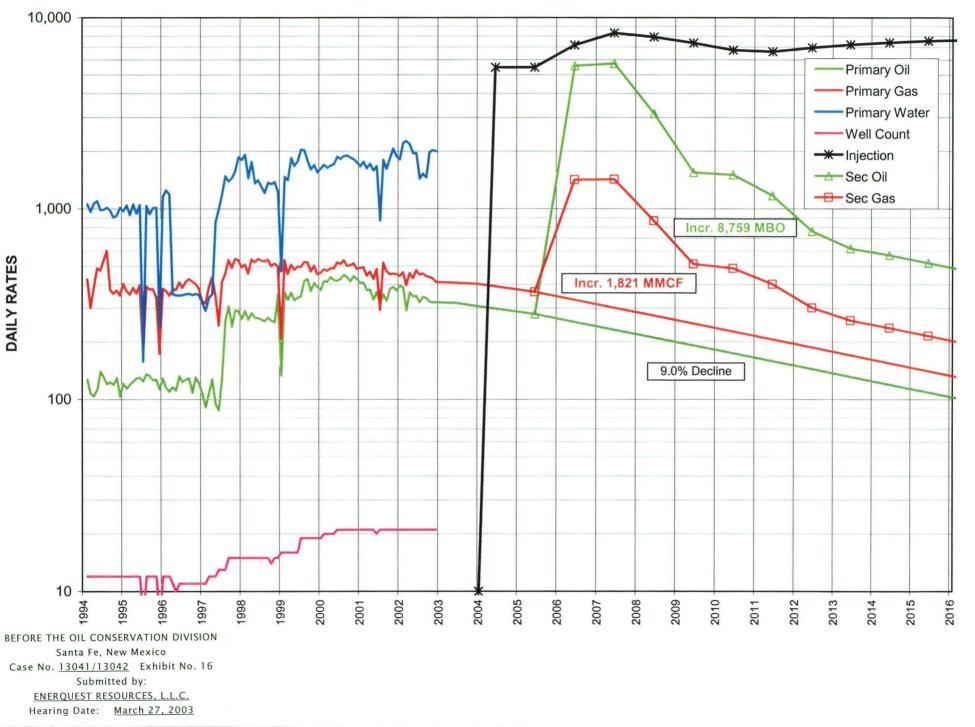
Summary Lease Report

					Eco	nomic Dates:	
EHU WATER	FLOOD - PRC	POSED CASE				tive Date	01/2003
Pricing: Flat \$	25/Bbl. \$4/MC	F			Calc	ulated Limit	02/2038
Differential: -\$	1.84/bbl, -\$0.2	26/MCF			Econ	omic Life	422 Months
						35 `	Years 2 Months
						Discount Pre	sent Worth:
						0.00 %	148,104,457
						2.00 %	128,988,569
						4.00 %	113,475,349
Economics Ir	formation:	Econ	omics Summar	v:		6.00 %	100,636,663
Net Payout Dat		12/2005		Bbl Oil	Mcf Gas	8.00 %	89,838,512
Rate of Return:			ate Gross	15,668,151	16,767,332	9.00 %	85,059,819
Return on Inves			ric Gross	5,977,335	13,734,263	12.00 %	72,702,371
Disc Return on			at Eff Date	5,987,145	13,747,112	20.00 %	49,670,358
Dice i totaini on			ining Gross	9,681,006	3,020,220	25.00 %	39,894,788
			ining Net	7,744,805	2,416,176	30.00 %	32,352,945
				.,,	_,,	50.00 %	14,638,687
Wel	l Gros	s Production	Net F	Production	Ave	rage Prices	Sales
Date Count			Oil	Gas	Oil	Gas	Total
	(Bbl)	(Mcf)	(Bbl)	(Mcf)	(\$/Bbl)	(\$/MMBtu)	(\$)
12/2003 24			89,517	117,184	23.16	3.74	2,511,472
12/2004 27			81,460	106,520	23.16	3.74	2,285,001
12/2005 27		176,545	291,106	141,236	23.17	3.74	7,272,396
12/2006 27			1,628,853	413,239	23.17	3.74	39,285,361
12/2007 27			1,674,305	415,944	23.17	3.74	40,348,654
12/2008 27		315,121	916,993	252,097	23.17	3.74	22,189,013
12/2009 27			451,356	149,542	23.17	3.74	11,016,708
12/2010 27			438,514	141,807	23.17	3.74	10,690,274
12/2011 27	•	146,258	341,577	117,006	23.17	3.74	8,351,522
12/2012 27			222,094	87,936	23.17	3.74	5,474,411
12/2013 27	•		180,496	75,471	23.17	3.74	4,463,993
12/2014 27	•	86,356	166,502	69,085	23.17	3.74	4,115,910
12/2015 27	•		151,382	62,770	23.17	3.74	3,741,992
12/2016 27	•		137,635	57,033	23.17	3.74	3,402,044
12/2017 13	•		109,452	31,605	23.17	3.74	2,654,119
Remainder:	1,079,455		863,564	177,702	23.17	3.74	20,673,383
Grand Total:	9,681,006		7,744,805	2,416,176	23.17	3.74	188,476,256
, 	Operating	_	Operating	Other	Periodic	Cumulative	10%
Date	Expenses		Income	Costs	Cash Flow	Cash Flow	Cash Flow
1010000	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
12/2003	785,988	180,036	1,545,449	7,123,000	-5,577,551	-5,577,551	-5,653,110
12/2004	941,976		1,179,226	0	1,179,226	-4,398,325	1,019,831
12/2005	941,976		5,812,430	0	5,812,430	1,414,105	4,439,651
12/2006	941,976		35,551,098	0	35,551,098	36,965,204	25,351,422
12/2007	941,976		36,538,958	0	36,538,958	73,504,162	23,722,082
12/2008	941,976		19,669,593	0	19,669,593	93,173,755	11,719,899
12/2009	941,976		9,291,130	0	9,291,130	102,464,886	4,984,789
12/2010	941,976		8,987,971	0	8,987,971	111,452,856	4,382,164
12/2011	941,976		6,815,454	0	6,815,454	118,268,310	3,034,182
12/2012	941,976		4,142,820	0	4,142,820	122,411,130	1,674,575
12/2013	941,976		3,204,250	0	3,204,250	125,615,380	1,174,467
12/2014	941,976		2,880,954	0	2,880,954	128,496,333	960,266 767 758
12/2015	941,976		2,533,652	0	2,533,652	131,029,986	767,758
12/2016 12/2017	941,976 521,976		2,217,903	0 0	2,217,903	133,247,889	611,004
Remainder:	6,291,516		1,943,434 12,913,133	0	1,943,434 12,913,133	135,191,323	486,656
Grand Total:	19,845,168		155,227,457	7,123,000	12,913,133	148,104,457 148,104,457	1,959,051 80,634,688
Grand Foldi.	10,040,100	10,400,001		1,120,000	170,107,901	170,107,407	00,004,000

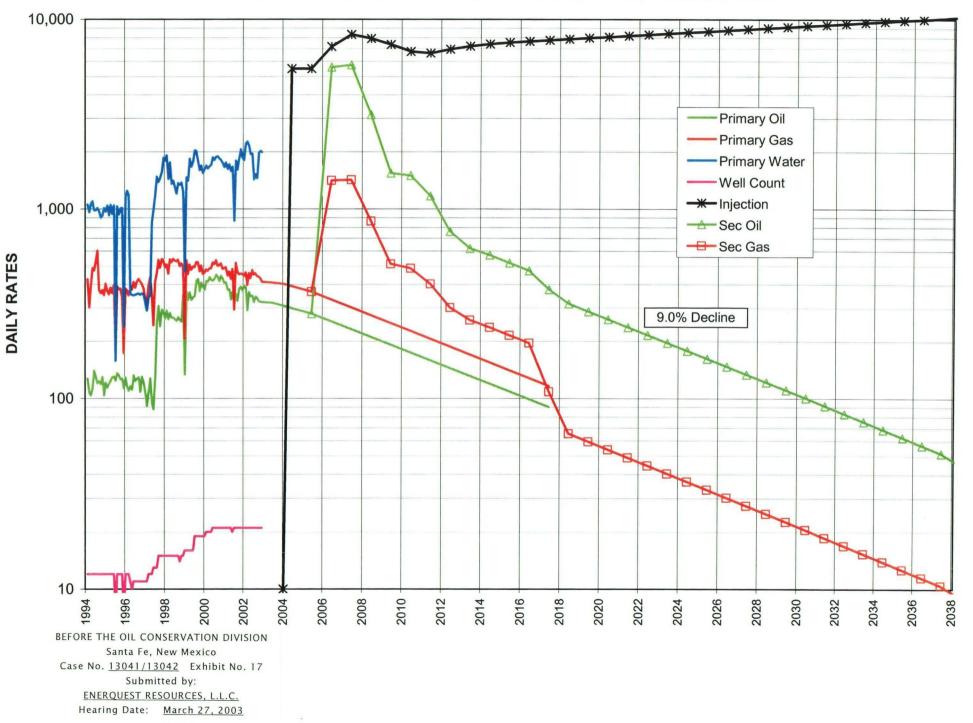
Economic Evaluation

Project: C:\Data\Projects\EHUSales03.MDB

						•	
Lease Name: I	ncr. Full Scale L	Jnrisked Case (S	/P 2.5)		Reservoir:		
Field Name: H	OBBS EAST (SA	AN ANDRES)	-		Lease API: -	-	
	RQUEST RESC					-	
County, ST: LE			erve Type:		Location: 0-0-0		
County, OT. LL	-73, 19191		••	volumed blass Durch		nomic Dates:	
		MENTAL CASE	erve Class: De	veloped, Non-Prod	a on ig		04/0000
		INENTAL CASE				ctive Date	01/2003
Pricing: Flat \$	25/Bbl. \$4/MCF				Calc	culated Limit	02/2038
Differential: -\$	1.84/bbl, -\$0.26/	/MCF			Eco	nomic Life	422 Months
	• •						Years 2 Months
Initial Division o	of Interact:			NRI	ORI		
		400 00000	01			Discount Pre	
	WI:	100.000000	Oil:	80.000000	0.000000	0.00 %	137,951,860
			Gas:	80.000000	0.000000	2.00 %	119,635,412
F	Reversion Date:	None	Injection:	0.000000	0.000000	4.00 %	104,812,948
			-				
Economics Ir			omics Summ	nary:		6.00 %	92,575,050
Net Payout Dat	e: 02/	/2006		Bbl Oil	Mcf Gas	8.00 %	82,302,693
Rate of Return:		.14 % Ultima	ate Gross	8,759,455	1,820,585	9.00 %	77,762,639
			ic Gross	0,100,100	0	12.00 %	66,039,126
Return on Inves							
Disc Return on	Invest:		at Eff Date	0	0	20.00 %	44,254,575
		Rema	ining Gross	8,759,455	1,820,585	25.00 %	35,037,369
		Rema	ining Net	7,007,564	1,456,468	30.00 %	27,941,454
				.,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	50.00 %	11,360,705
347-1	0	Duaduation	NI.	t Dreduction	A		
Wel		Production		et Production		erage Prices	Sales
Date Count	t Oil	Gas	Oi	il Gas	Oil	Gas	Total
	(Bbl)	(Mcf)	(Bbl) (Mcf)	(\$/Bbl)	(\$/MMBtu)	(\$)
12/2003 3	• •	Ó	•	0 0	0.00	0.00	0
		0		0 0	0.00	0.00	õ
		-		- •			-
12/2005 6	•	55,511	216,97		23.17	3.74	5,193,443
12/2006 6	5 1,951,745	406,529	1,561,39	6 325,223	23.17	3.74	37,393,877
12/2007 6	5 2,016,148	419,923	1,612,91	9 335,938	23.17	3.74	38,627,733
12/2008 6		224,214	861,13		23.17	3.74	20,623,274
12/2009 6		104,293	400,523	•	23.17	3.74	9,592,157
12/2010 6	6 490,320	102,144	392,250	6 81,715	23.17	3.74	9,394,180
12/2011 6	374,352	77,978	299,482	2 62,383	23.17	3.74	7,172,302
12/2012 6		47,855	183,78		23.17	3.74	4,401,525
		37,921	145,630	•	23.17		
				•		3.74	3,487,852
12/2014 6	•	35,072	134,780	•	23.17	3.74	3,227,791
12/2015 6	5 153,144	31,846	122,51	5 25,477	23.17	3.74	2,933,957
12/2016 6		28,916	111,360		23.17	3.74	2,666,872
12/2017 6	•	26,256	101,232	•	23.17	3.74	
							2,424,100
Remainder:	1,079,455	222,127	863,564		23.17	3.74	20,673,383
Grand Total:	8,759,455	1,820,585	7,007,564	4 1,456,468	23.17	3.74	167,812,443
	.		.				
	Operating		Operating	g Other	Periodic	Cumulative	10%
Date	Expenses	Taxes	Income	e Costs	Cash Flow	Cash Flow	Cash Flow
	. (\$)	(\$)	(\$		(\$)	(\$)	(\$)
12/2003	155,988	0	-155,98		-7,278,988	-7,278,988	-7,271,195
					• •		
12/2004	311,976	0	-311,970		-311,976	-7,590,964	-269,445
12/2005	311,976	368,963	4,512,50		4,512,505	-3,078,459	3,417,876
12/2006	311,976	2,656,699	34,425,20	1 0	34,425,201	31,346,742	24,546,846
12/2007	311,976	2,744,360	35,571,390		35,571,396	66,918,138	23,093,467
							• •
12/2008	311,976	1,465,209	18,846,089		18,846,089	85,764,227	11,233,474
12/2009	311,976	681,488	8,598,692		8,598,692	94,362,920	4,612,924
12/2010	311,976	667,423	8,414,78	1 0	8,414,781	102,777,701	4,102,285
12/2011	311,976	509,566	6,350,75		6,350,759	109,128,460	2,827,868
12/2012	311,976	312,712	3,776,830		3,776,836	112,905,296	1,526,818
12/2013	311,976	247,799	2,928,07		2,928,077	115,833,373	1,073,063
12/2014	311,976	229,323	2,686,492	2 0	2,686,492	118,519,866	895,309
12/2015	311,976	208,446	2,413,53	5 0	2,413,535	120,933,400	731,227
12/2016	311,976	189,471	2,165,42		2,165,425	123,098,825	596,423
12/2017	311,976	172,222	1,939,90		1,939,902	125,038,727	485,740
Remainder:	6,291,516	1,468,734	12,913,133		12,913,133	137,951,860	1,959,051
Grand Total:	10,815,168	11,922,415	145,074,860	7,123,000	137,951,860	137,951,860	73,561,730
			-	•	• •	• • • • • • • •	



EAST HOBBS SAN ANDRES - FULL SCALE PROPOSED WATERFLOOD



EAST HOBBS SAN ANDRES - FULL SCALE PROPOSED WATERFLOOD

, STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

-

Oil Conservation Division 1220 South St. Francis Dr. Santa Fe, New Mexico 87505



APPLICATION FOR AUTHORIZATION TO INJECT

I.	PURPOSE: X Secondary Recovery Pressure Maintenance Disposal Storage Application qualifies for administrative approval? Yes X No
II.	OPERATOR: _ENERQUEST RESOURCES, LLC
	ADDRESS:P. O. BOX 11190, MIDLAND, TX 79702
	CONTACT PARTY: CHRIS N. BEZNER, SR. PETROLEUM ENGINEER PHONE: 915-685-3116
III.	WELL DATA: Complete the data required on the reverse side of this form for each well proposed for insection. Additional sheets may be attached if necessary.
IV.	Additional sheets may be attached if necessary. Is this an expansion of an existing project? Yes Yes Yes Oil Conservation Oil Conservation Divides and leases within two miles of any proposed injection well with a one-halfspile radius circle
V.	Attach a map that identifies all wells and leases within two miles of any proposed injection well with a one halfspile radius circle drawn around each proposed injection well. This circle identifies the well's area of review.
VI.	Attach a tabulation of data on all wells of public record within the area of review which penetrate the proposed injection zone. Such data shall include a description of each well's type, construction, date drilled, location, depth, record of completion, and a schematic of any plugged well illustrating all plugging detail.
VII.	Attach data on the proposed operation, including:
	 Proposed average and maximum daily rate and volume of fluids to be injected; Whether the system is open or closed; Proposed average and maximum injection pressure; Sources and an appropriate analysis of injection fluid and compatibility with the receiving formation if other than reinjected produced water; and, If injection is for disposal purposes into a zone not productive of oil or gas at or within one mile of the proposed well, attach a chemical analysis of the disposal zone formation water (may be measured or inferred from existing literature, studies, nearby wells, etc.).
*VIII.	Attach appropriate geologic data on the injection zone including appropriate lithologic detail, geologic name, thickness, and depth. Give the geologic name, and depth to bottom of all underground sources of drinking water (aquifers containing waters with total dissolved solids concentrations of 10,000 mg/l or less) overlying the proposed injection zone as well as any such sources known to be immediately underlying the injection interval.
IX.	Describe the proposed stimulation program, if any.
*X.	Attach appropriate logging and test data on the well. (If well logs have been filed with the Division, they need not be resubmitted).
*XI.	Attach a chemical analysis of fresh water from two or more fresh water wells (if available and producing) within one mile of any injection or disposal well showing location of wells and dates samples were taken.
XII.	Applicants for disposal wells must make an affirmative statement that they have examined available geologic and engineering data and find no evidence of open faults or any other hydrologic connection between the disposal zone and any underground sources of drinking water.
XIII.	Applicants must complete the "Proof of Notice" section on the reverse side of this form.
XIV.	Certification: I hereby certify that the information submitted with this application is true and correct to the best of my knowledge and belief.
	NAME: ROBERT W. FLOTT
	SIGNATURE:DATE:

* If the information required under Sections VI, TIII, X, and XI above has been previously s Please show the date and circumstances of the parlier submittal:

BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case No. <u>13041/13042</u> Exhibit No. 18 Submitted by: <u>ENERQUEST RESOURCES, L.1.C.</u> Hearing Date: <u>March 27, 2003</u>

DISTRIBUTION: Original and one copy to Santa Fe with one copy to the appropriate District Of

Side 2



- A. The following well data must be submitted for each injection well covered by this application. The data must be both in tabular and schematic form and shall include:
 - (1) Lease name; Well No.; Location by Section, Township and Range; and footage location within the section.
 - (2) Each casing string used with its size, setting depth, sacks of cement used, hole size, top of cement, and how such top was determined.
 - (3) A description of the tubing to be used including its size, lining material, and setting depth.

(4) The name, model, and setting depth of the packer used or a description of any other seal system or assembly used.

Division District Offices have supplies of Well Data Sheets which may be used or which may be used as models for this purpose. Applicants for several identical wells may submit a "typical data sheet" rather than submitting the data for each well.

- B. The following must be submitted for each injection well covered by this application. All items must be addressed for the initial well. Responses for additional wells need be shown only when different. Information shown on schematics need not be repeated.
 - (1) The name of the injection formation and, if applicable, the field or pool name.
 - (2) The injection interval and whether it is perforated or open-hole.
 - (3) State if the well was drilled for injection or, if not, the original purpose of the well.
 - (4) Give the depths of any other perforated intervals and detail on the sacks of cement or bridge plugs used to seal off such perforations.
 - (5) Give the depth to and the name of the next higher and next lower oil or gas zone in the area of the well, if any.

XIV. PROOF OF NOTICE

All applicants must furnish proof that a copy of the application has been furnished, by certified or registered mail, to the owner of the surface of the land on which the well is to be located and to each leasehold operator within one-half mile of the well location.

Where an application is subject to administrative approval, a proof of publication must be submitted. Such proof shall consist of a copy of the legal advertisement which was published in the county in which the well is located. The contents of such advertisement must include:

- (1) The name, address, phone number, and contact party for the applicant;
- (2) The intended purpose of the injection well; with the exact location of single wells or the Section, Township, and Range location of multiple wells;
- (3) The formation name and depth with expected maximum injection rates and pressures; and,

(4) A notation that interested parties must file objections or requests for hearing with the Oil Conservation Division, 1220 South St. Francis Dr., Santa Fe, New Mexico 87505, within 15 days.

NO ACTION WILL BE TAKEN ON THE APPLICATION UNTIL PROPER PROOF OF NOTICE HAS BEEN SUBMITTED.

NOTICE: Surface owners or offset operators must file any objections or requests for hearing of administrative applications within 15 days from the date this application was mailed to them.

Form C-108 Sect. III

2/22/2002

					ENE	RQUEST F	RESOURCE	S LLC • IN	JECTION	WELL D	ATA - API	PLICATION	FOR AU	THORIZAT	ION TO	NJECT						
Sect. III. A.																						
						ſ			Surface	Casing	<u></u>		r			on Casing				ion String		
Lease Name	Well #	Unit	Sec.	Twn.	Rng.	Footage	OD, in.	Depth, ft.	Cement	Hole, in.	Cmt. Top	Method	OD, in.	Depth, ft.	Cement	Hole, in.	Cmt. Top	Method	OD, in.	Depth, ft.	Packer	Depth
East Hobbs Unit	604W	0	30	18S	39E	*	8.625"	1920'	850 sx	12.25"	Surface	Reported	5.5"	4675'	485 sx	7.875*	1900'	Logged	2.375"	4350'	AD-1**	4350'
East Hobbs Unit	605W	0	30	18S	39E	*	8.625"	1920'	850 sx	12.25"	Surface	Reported	5.5"	4675'	485 sx	7.875*	1900'	Logged	2.375"	4350'	AD-1**	43
East Hobbs Unit	606W	P	30	18S	39E	•	8.625"	1920'	850 sx	12.25"	Surface	Reported	5.5"	4675'	485 sx	7.875"	1900'	Logged	2.375"	4350'	AD-1**	4350'
East Hobbs Unit	607W	P	30	18S	39E	*	8.625*	1920'	850 sx	12.25"	Surface	Reported	5.5"	4675'	485 sx	7.875"	1900'	Logged	2.375"	4350'	AD-1**	4350'

* Note: This is proposed data for the 4 injectors permitted with this application. These wells have not been staked yet. Locations will be approximately as shown on the attached map. ** Note: Packers are to be Baker Model AD-1 or equivalent.

Sect. III. B.

							Formation			Perf	Original	Other	Isolation
Lease Name	Well # U		Sec.	Twn.	Rng.	Footage	Name	Injection Interval		or OH	Purpose	Intervals	Method
East Hobbs Unit	604W	0	30	18S	39E	*	San Andres	4440' - 4	650'	Perf	Injection	None	N/A
East Hobbs Unit	605W	0	30	18S	39E	*	San Andres	4440' - 4	650'	Perf	Injection	None	N/A
East Hobbs Unit	606W	P	30	18S	39E	*	San Andres	4440' - 4	650'	Perf	Injection	None	N/A
East Hobbs Unit	607W	Р	30	18S	39E	*	San Andres	4440' - 4	650'	Perf	Injection	None	N/A

Sect. III. B. (5) Other Producing Intervals In Area:

The Blinebry formation is productive and underlies the proposed injection zone on the east side of the proposed unit. The Blinebry occurs at approximately 6400'. The Seven Rivers formation is productive above the San Andres in areas at a depth of about 3800'.

INJECTION WELL DATA SHEET

OPERATOR	ENERQUEST RESOURCES, LLC		·		
WELL NAME & NUMBER	TYPICAL INJECTION WELL - EAST	THOBBS (SAN ANDRES)	JNIT		
WELL LOCATION:	(SEE ATTACHED TABLE) (SEE A	ATTACHED TABLE)	30	18 S	38E
	FOOTAGE LOCATION	UNIT LETTER	SECTION	TOWNSHIP	RANGE
<u>WELLBORE S</u>	CHEMATIC		<u>WELL CONSTR</u> Surface		
		Hole Size: <u>12-1/4''</u>	<u> </u>	Casing Size:8	-5/8''
		Cemented with:	850 sx.	or	ft ³
		Top of Cement:	Surface	Method Det	ermined: Reported
	12-1/4" hole @ 1920" 8-5/8" csg, cmt to	Total Depth:	1920'		
	surface with 850 sx.	· .	Intermedi	ate Casing	
		Hole Size: NOT APPLI	CABLE	Casing Size:	
		Cemented with:	SX.	or	ft ³
		Top of Cement:		Method Det	ermined:
	2-3/8" EUE J-55 coated tubing	Total Depth:			
			Productio	on Casing	
		Hole Size:	·	Casing Size:	5-1/2''
	Proposed Baker AD-1	Cemented with:	<u>485</u> sx.	or	ft ³
	pkr @ 4350' ±	Top of Cement:	1900'	Method Det	termined: Logged
	O Proposed San Andres per O 4440'-4650'	fs Total Depth:	4675'		
	O Acidize w/ 3000 gal 15% O HCl Acid.	,	Injection	n Interval	
	0 7-7/8" hole @ 4675', 5-1/	Perforated	4440' feet	to Perforated	4650'
	w/ 485 sx. TOC @ 1900'	-	(Perforated or Open	Hole; indicate which)	

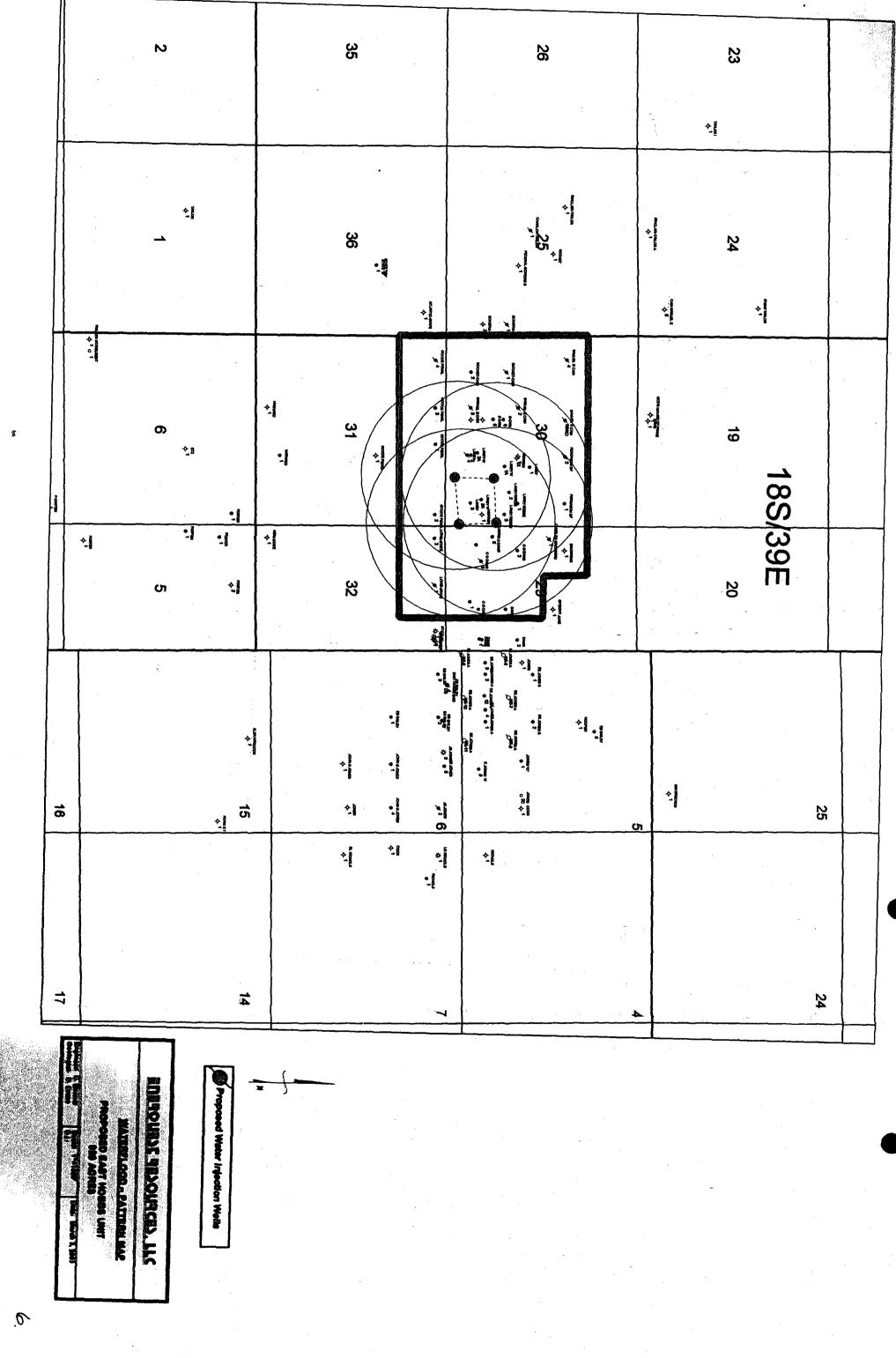
Side 1

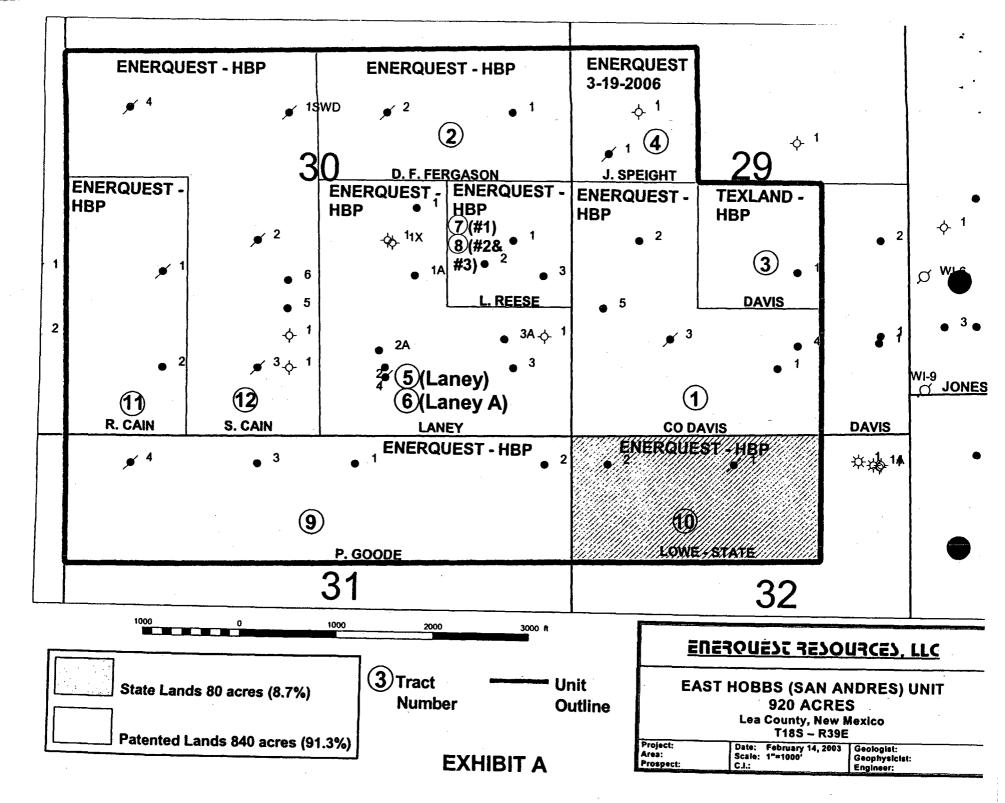
INJECTION WELL DATA SHEET

	Tubing Size: 2-3/8" EUE J-55	Lining Material: plastic coated or fiberglass lined
	Type of Packer: Baker Model AD-1 (or	equivalent)
	Packer Setting Depth: <u>4350'±</u>	
	Other Type of Tubing/Casing Seal (if applicable):	<u></u>
		Additional Data:
1,	Is this a new well drilled for injection?	X Yes No
	If no, for what purpose was the well originally drilled	?
2.	Name of the Injection Formation: San Andre	es
3.	Name of Field or Pool (if applicable): East Hob	os (San Andres)
4.	Has the well ever been perforated in any other zone(s intervals and give plugging detail, ie sacks of cement	· •
5.	side of the proposed unit. The Blinebry occurs at a	on is productive and underlies the proposed injection zone on the east
	side of the proposed unit. The Blinebry occurs at a the San Andres in areas at a depth of about 3800'.	

Side 2

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ENERQUEST RESOURCES LLC - TABULATION OF DATA ON WELLS IN REVIEW AREA - APPLICATION FOR AUTHORIZATION TO INJECT

											Sur	face Ca	asing	Intern	nediate	Casing		uction (Casing	1		•
								SPUD	Driller	T	Size		Cement	Size		Cement	Size		Cement		Lower	•
OPERATOR NAME	LEASE NAME	Well	Status	Unit		Twp		DATE	TD	PBTD	in.	Depth	sx CI C	in.	Depth	sx CI C	in.		sx CI C		Perf	Reservoir
Phillips Pet Et Al	Browning	1		E	29	18	39	6/26/1953	4,484		9.625	1,909					7.000					
Aurora Gasoline Co	Charles Browning	1		E	29	18	39	11/5/1953	4,462		9.625	1,735					5.500	4,442	200	4,442	4,462	San Andres
Texland Petroleum Inc.	Davis	1	OIL	K	29	18	39	2/18/1953	4,458		13.375	275		8.625	1,866	300	5.500	4,444	175	4,444	4,458	San Andres
EnerQuest Res L L C	Davis CO	2	OIL	L	29	18	39	6/5/1953	4,698		8.625	496					5.500	4,419	1,850	4,419	4,698	San Andres
EnerQuest Res L L C	Davis Carrie O	3		Μ	29	18	39	7/4/1953		4,419	8.625	502	500					4,421		4,421		San Andres
EnerQuest Res L L C	Davis Carrie O	5	OIL	Μ	29	18	39	6/17/1997	4,710	4,666	8.625	1,920	775				5.500	4,710	615	4,488	4,645	San Andres
Arrington David H Oil & Gas Inc.	Davis Carrie O	4		N	29	18	39	7/2/1987	6,500	6,488	8.625	1,860	1,200				5.500	6,500	1,600	6,370	6,425	Blinebry
EnerQuest Res L L C	Davis CO	1		N	29	18	39	11/14/1951	4,697		8.625	508	485				5.500	4,424	750	4,424	4,697	San An
Rice Engineering Corp.	Samuel E Cain	1	SWD		30	18	39	5/6/1953	4,475		8.625	1,895					5.500			The second se		San Andres
Martindale Corportns	Fergason DF	2		G	30	18	39	5/18/1953		4,468	9.625	1,907	1,400				7.000			4,452		San Andres
EnerQuest Res L L C	Fergason DF	1		Н	30	18	39	4/12/1953		4,439		1,910	1,400				7.625					San Andres
Lynx Energy Co Inc.	Laney Reese	1	OIL		30	18	39	7/19/1953	4,463		7.625	1,726	800				5.500					San Andres
Lynx Energy Co Inc.	Reese Laney	2	OIL	1	30	18	39	6/6/1999		4,610			775				5.500			4,571	4,601	San Andres
Lynx Energy Co Inc.	Reese Laney	3	OIL	1	30	18	39	12/26/1999		4,623	8.625		825				5.500		585			
EnerQuest Res L L C	Laney	1		J	30	18	39	7/1/1953	4,445		8.625		720					4,390				San Andres
EnerQuest Res L L C	Laney 'A'	1		J	30	18		10/13/1998		4,618	8.625	1,830	930				5.500	4,615	485	4,568	4,610	San Andres
Hanson Oil Corp	Viersen	1	D&A	J	30	18	39	1/14/1970	7,512													
Stevens Donald G	Viersen	1X		J	30	18			10,240		13.375	344		9.625	3,150	150						
EnerQuest Res L L C	Cain Samuel	6		κ	30	18	39	5/28/1999		4,622	8.625	1,918	825				5.500		585			San Andres
Exxon Corporation	Samuel E Cain	2		κ	30	18	39	8/3/1953		4,466	8.625	1,898	900				5.500	4,478	1,200	4,450	4,462	San Andres
Hanson Oil Corp	Cain	1		Ν	30	. 18	39	1/15/1970	320													
EnerQuest Res L L C	Cain Samuel	5		N	30	18	39	6/28/1997		4,583	8.625	1,860	725				5.500			4,480	4,578	San Andres
Western Reserves Oil	Chaparral	1		N	30	18	39	2/9/1975	3,850		8.625	364	275				4.500		250			
Exxon Corporation	Samuel E Cain	3		Ν	30	18	39	8/27/1953	4,465		8.625	1,903	900				5.500	4,465				San And
EnerQuest Res L L C	Laney	2		0	30	18	39	8/12/1953	4,455		7.625	1,800	800									San Andres
Enerquest Res L L C	Laney	4		0	30	18	39	8/14/1974		3,825	8.625	361	250									7 Rivers
EnerQuest Res L L C	Laney 'A'	2		0	30	18	39	5/20/1999		4,610		1,925	825				5.500					San Andres
EnerQuest Res L L C	Laney	3		Ρ	30	18	39	9/2/1953	4,459		8.625	1,820	800				5.500					San Andres
EnerQuest Res L L C	Laney 'A'	3		Ρ	30	18	39	4/26/2000	4,626	4,612	8.625	1,910	845				5.500	4,623		4,576	4,607	San Andres
Antweil Morris R	Viersen	1		Ρ	30	18		12/10/1984	8,000		9.625	1,876	800						875			
EnerQuest Res L L C	Goode Pearl	2		A	31	18	39	8/24/1953	4,459		7.625	1,830	700				5.500					San Andres
EnerQuest Res L L C	Goode Pearl	1		B	31	18	39	6/26/1953	4,452		10.750	333	200				7.000	4,435	400	4,435	4,452	San Andres
EnerQuest Res L L C	Goode Pearl	3		С	31	18	39	9/19/1953	4,502	· .	9.625	325	200				5.500	4,502	400	4,459	4,465	San Andres
StanoInd Oil Co	Pearl-Goode	1		G	31	18	39	1/3/1952	6,525		9.625	494	350	·								
EnerQuest Res L L C	Lowe-State	1		С	32	18	39	7/23/1953	4,470			1,902	400					4,424				San Andres
EnerQuest Res L L C	Lowe-State	2	OIL	D	32	18	39	9/29/1953	4,468		8.625	1,854	700				5.500	4,421	200	4,421	4,468	San Andres

WE LLBORE SCH	IEMATIC Proposed	X Actual	
Well Name & No.: Location: County: GR Elev:	BROWNING #1 1980' FNL, 660' FWL, SEC. 29, T-18-S LEA State: NM API # 3605' + KB of ft	: 30-025-07946	.
GL	Cmt plug @ surface w/ 25' of cmt.	WELL HISTORY:]
	475'-740' cmt plug w/ 50 sx Top of cut 7" csg @ 630'	Spud 6/26/53 Rig Rlse. P&A'd well 9/13/53 Plugging Information is from State Reports.	
	_9-5/8", 36# csg. Set @ 1909' Cmt w/ 1250 sx Circ to surf		
TD 4484'	PBTD 4345' 7", 23# csg, set @ 4460' Cmt w/ 725 sx		

WELLBORE	SCHEMATIC Proposed	X Actual
Well Name & N	No.: D. F. FERGASON #2	Operator: MARTINDALE CORP.
Location:	UNIT G, SEC. 30, T-18-S, R-39-	
County:	LEA State: NM	API #: 30-025-07955
GR Elev:	<u>3613'</u> + KB of	ft = 0 $ft KB Elevation$
GL		
	Cmt plug @ surface w/ 10 sx	WELL HISTORY:
		Spud 5/18/1953
		Rig Rlse. P&A'd well 6/22/74
	1700-1841' cmt plug w/ 50 sx	Plugging Information is from State Reports.
	1926-2026 cmt plug w/ 50 sx	
	9-5/8"csg	
	Set @ 1907'	
	Cmt w/ 1400 sx	
1	Circ to surf	
	2780-2880' cmt plug w/ 50 sx Top of 7" csg @ 2830'	
	• •	
	CIBP @ 3700' cap with 5 sx cmt	
	Perf Queen 3790-3810'	
	CIBP @ 3850' cap with 10' of cmt	
	Perf San Andres 4452-62'	
	PBTD 4468'	
	7"csg set @ 4470'	
	cmt w/ 450 sx	
TD 4470		

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WELLBORE SCH	IEMATIC Proposed	X	Actual		
Well Name & No.: Location: County: GR Elev:	VIERSEN #1 1980' FNL & 1980 FEL, UNIT " Lea State: NM 3,606 + KB of		Operator: <u>HANSON (</u> 30, T-18-S, R-39-E <u>30-025-23420</u> <u>3,606</u> ft KB Eleva	······	
	Cmt plug @ surface w/10 sx		WELL HISTORY: Spud 1/14/70 Rig Rlse. P&A'd well	- 4/30/73	
	12-3/4", 42# Set @ 360' Crnt w/225 sx cmt, circ to surf		Plugging Information is		ts.
	1157'-1257' cmt plug w/ 100' of cmt Top of cut 8-5/8" csg @ 1207' 8-5/8", 28# csg, set @ 2923' Cmt w/ 150 sx			• •	
	· · · · · · · · · · · · · · · · · · ·			:	
7-7/8" TD 7512'	hole @ 7512'				

WELLBORE SCHEM	AATIC Proposed	X Actual					
Well Name & No.:	VIERSEN #1-X	Operator: DONALD G. STEVENS					
Location:	1955' FSL & 1930' FEL, UNIT "J", SEC. 30, T-18-S, R-39-E						
County:		API #: <u>30-025-23420</u>					
GR Elev:	3,606 + KB of	ft = 3,606 ft KB Elevation					
GL	Cmt plug @ surface w/10 sx	WELL HISTORY:					
	· · · · · · · · · · · · · · · · · · ·	Spud 1/14/70 Rig Rlse. P&A'd well - 4/30/73					
11	3-3/8", 55# Set @ 344' Cmt w/375 sx cmt, circ to surf	Plugging Information is from State Reports.					
	99'-899' cmt plug w/ 100' cmt op of cut 9-5/8" csg @ 849'						
	00-3200' cmt plug w/ 100' cmt 5/8" 36# set @ 3150', cmt w/ 150 sx						
5800-590	0' cmt plug @ top of Glorieta						
8820-892	0' cmt plug @ top of Penn						
)50' cmt plug @ top of Devonian						
7-7/8" ho TD 10,230'	le @ 10,230'						

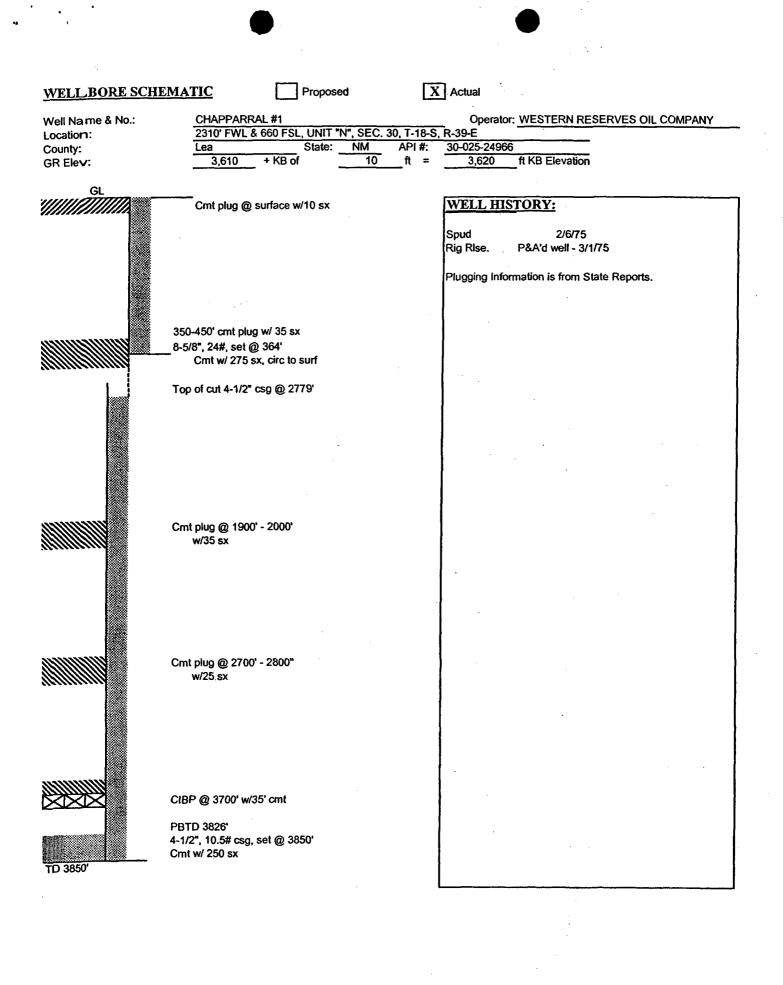
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WELLBORE	SCHEMATIC Proposed	X Actual
Well Name & D Location: County: GR Elev:	UNIT K, SEC. 30, T-18-S, R-39-E LEA State: NM AP	Operator: EXXON CORPORATION PI #: 30-025-07951 t = 0 ft KB Elevation
GL	25 sx cmt plug @ surface	WELL HISTORY: Spud 8/3/1953
		Rig Rlse. P&A'd well 11/3/85 Plugging Information is from State Reports.
	Cmt plug 1772-1948' w/ 25 sx 8-5/8"csg	
	Set @ 1898'	
	Cmt w/ 900 sx Circ to surf	
	Top of cmt 3291' w/ 25 sx CIBP @ 3380' Perf San Andres 4450-62'	
TD 4479'	PBTD 4466' 5-1/2"csg set @ 4478' cmt w/ 1200 sx	

· · · ·

WELLBORE SCHE	<u>MATIC</u>	Proposed	X	Actual	· · · · · · · ·	
Well Name & No.: Location: County: GR Elev:	Lea	10 FWL, UNIT "N", SEC State:NM + KB of	. 30, T-18-S, API #: ft =	Operate , R-39-E 30-025-2342 3,601	or: HANSON OIL (21ft KB Elevation	COMPANY
GL	Cmt plug @ st	urface w/10 sx		WELL HI	STORY:	
				Spud Rig Rise.	1/15/70 P&A'd well - 2/2	20/70
				Plugging Info	ormation is from S	tate Reports.
						4
TD 320*					,	
			·			
	•					
	·			L]
					· . ·	



WELLBORE SCHEMATIC Proposed X Actual						
Well Name & No		Operator: EXXON CORPORATION				
Location:	UNIT N, SEC. 30, T-18-S, R-39-E					
County:	$\frac{\text{LEA}}{3600' + \text{KB}} \text{ State: } \frac{\text{NM}}{\text{ft}} = \frac{\text{API #:}}{\text{ft}}$	30-025-07952 0 ft KB Elevation				
GR Elev:						
GL		·				
NIXIIIIIIII	0-300' cmt surface plug w/ 30 sx	WELL HISTORY:				
<u>MIIIIIIX</u>	Perf 5-1/2" csg 300'	Spud 8/27/1953				
		Rig Rlse. P&A'd well 5/23/87				
		Plugging Information is from State Reports.				
	CICR @ 1378' cap w/ 25 sx cmt on top					
=	Perf 5-1/2" csg 1480'					
	8-5/8",					
	Set @ 1903'					
	Cmt w/ 900 sx					
	Circ to surf					
		1				
	2940-3290' cmt plug w/ 35 sx					
	2540-5250 one plug wi 55 be					
	3665-4415' cmt plug w/ 75 sx					
	CIBP @ 4415'					
	Perf San Andres 4441-4463'	· · · · · · · · · · · · · · · · · · ·				
	4441-440)	1				
	5-1/2"csg set @ 4465'					
	cmt w/ 1100 sx					
TD 4465'						

	-			
WELLBORE SCHE	EMATIC Proposed	X Actual		
Well Name & No.: Location:	VIERSEN #1 990' FSL & 330' FEL, UNIT "P", SEC. 30, T-18-5	Operator: MORRIS R ANTWEIL		•
County: GR Elev:	Lea State: NM API # 3,609 + KB of ft	: 30-025-23420		
GL				
	Cmt plug @ surface w/10 sx	WELL HISTORY:		
		Spud 12/10/84 Rig Rise. P&A'd well - 6/28/1993		
		Plugging Information is from State Reports.		
	100' cmt plug 1375-1475' @ top of the salt			
	100' cmt plug 1826-1926' @ csg shoe 9-5/8", J-55			
	Set @ 1876', cmt w/800 sx, circ to surf			
	100' cmt plug 3321-3421' Top of 7" csg @ 3371'			
	TOC @ 3500'			
	Calc by temp. survey			I
			. [I
	Cmt Plug @ 4500-4600' w/25 sx			
	CIBP @ 7080' w/ 35' cmt on top			
			ĺ	
	CIBP @ 7500' w/20' cmt			,
			ł	
	PBTD 7935'			
	7" csg, set @ 7961' Cmt w/875 sx - TOC @ 3500' by temp survey			
TD 8000'				

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				•	•
WELLBORE SCH	IEMATIC Proposed	X	Actual		
Well Name & No.:				: STANOLIND OIL & G	AS CO.
Location:	1980' FNL & 1980 FEL, SEC				
County:	$\frac{\text{Lea}}{3,602} + \text{KB of}$	<u>M</u> API#: ft =	30-025-07	ft KB Elevation	
GR Elev:		n –	3,602		
	Cmt plug @ surface w/10 sx	١	WELL H	•	
			Spud Rig Rlse.	1/3/52 P&A'd well - 4/7/1952	
	Hole filled w/heavy mud from 1850 to surface	·	Plugging I	nformation is from State R	eports.
	· · · · ·				
	_9-5/8", 32.3#, K-55 Set @ 485'				
	Circ to surf				
	Cmt plug @ 1850' Cmt w/50 sx				
	Cmt plug @ 2950'				
	Cmt w/50 sx			•	
				• • •	
1 9 6 6 6				• •	
TD 6525'					

.

18.

EnerQuest Resources, LLC East Hobbs (San Andres) Field Application for Authorization to Inject NMOCD Form C-108

VII. Proposed Injection Operations

1)	Injection Rate Per Well:	Average Maximum	500 BWPD 750 BWPD

Closed

Average Maximum

the uppermost perf.

2) Injection System:

3) Injection Pressure (wellhead):

4) Injection Fluid:

Water from the San Andres formation within the proposed East Hobbs (San Andres) Unit. Water analyses are attached for 2 producing wells, CO Davis #2 and Ralph Lowe State #2.

600 psig

Maximum 890 psig This is the standard 0.2 psig/ft of depth to

VIII. Geologic Data

A. Injection Zone

Name:

Description:

1)

2)

San Andres Formation

Injection will be into the San Andres formation within the field. The San Andres is a fine to coarsely crystalline dolostones, dolomitized grainstones, and dolomitic sandstones. The formation ranges in depth from 4440' to 4650'. The total net pay in the productive wells ranges from 119 to 164 feet. Average porosity is 16.2% and average permeability is 11.8 md.

B. Fresh Water Sources The State Engineer's Office reports fresh water production potential from the Ogallala formation. The bottom depth of ground water is reported to be 200 feet in Sect. 29, 95 feet in Sect. 30, 110 feet in Sec. 31, and 70 feet in Sect. 32 of T18S, R39E. There are 50 permitted water wells in the area of review and are listed on the attached table. There are no fresh water sources below the proposed injection interval.

EnerQuest Resources, LLC East Hobbs (San Andres) Field Lea Co., NM Page 1 of 2

19.

EnerQuest Resources, LLC East Hobbs (San Andres) Field Application for Authorization to Inject NMOCD Form C-108

IX. Proposed Stimulation Program

Phase I of the proposed waterflood comprises drilling and completing 4 new injection wells. The wells will be perforated in the San Andres and stimulated with a small acid job. The acid job will consist of about 3,000 gallons of 15% HCl acid with appropriate diversion to effectively stimulate all zones.

X. Logging and Test Data

XI.

The proposed injection wells have yet to be drilled. Once drilling is completed, any well logs or tests performed will be submitted to the NMOCD in a timely manner when they are obtained.

Fresh Water Analysis Attached are the fresh water analyses from two of the active water wells in the area. The well labeled P Goode was permitted for irrigation by Coyotye Farms (L04053) in Section 31. The well labeled CO Davis was permitted for domestic use by Lee Roberson (L11116) in Section 29.

XII. Disposal Well Statement

This section does not apply to this application since no disposal wells are being proposed.

XIII. Proof of Notice

A copy of this application has been furnished to all surface owners and leasehold operators within the area of review.

Page 2 of 2

Unichem International

707 North Leech P.O.Box 1499

Hobbs, New Mexico 88240

			•	
	LIN-SIMON			•
	13-1988			
Location: C.	O. DAVIS #2	(on 12-06-1988)		•
	· .		c	1 - 1
Constitic Crowi	+		<u>5</u>	<u>ample 1</u> 1.013
Specific Gravi Total Dissolve	d Colidae	· · ·	· · · · · · · · · · · · · · · · · · ·	17970
	a sorras:		•	
pH:		• • • • •		6.65
IONIC STRENGTH	•			0.348
	·			
	· ·		· · · · · · · · · · · · · · · · · · ·	······································
CATIONS:		•	me/liter	mg/liter
Calcium	(Ca+2)	· · · · ·	52.0	1040
Magnesium	(Mg^{+2})		> 22.0	267
Sodium	(Na+1)		212	4870
Iron (total)	(Fe^{+2})		3.69	103
Barium	(Ba^{+2})	· .	0.003	0.200
	•	•		•
ANIONS:	· .	•		· · · · ·
Bicarbonate	(HCO ₃ - 1)		V 41.2	. 2510
Carbonate	$(CO_3 - 2)$		`` 0 `	0
Hydroxide	(OH-1)		0	0
Sulfate	(SO4 - 2)	•	47.4	2280
Chloride	(C1-1)	. • · · ·	√ 197	7000

•		SCALING	INDEX	(positive	value	indicates	scale)
				1	Ca	alcium	Calcium
	Temp	erature			<u>Ca</u>	bonate	Sulfate
	86°F	30°C		•		0.68	-4.6

Unichem International

707 North Leech P.O.Box 1499

Hobbs, New Mexico 88240

Company :	HILLIN-SIMON	
	12-13-1988	
Location:	RALPH LOWE #2 (on 12-06-1988)	

		•		 •	Sample 1
Specific Gravity:				· .	1.013
Total Dissolved S	olids:		•		17814
pH:	• •				7.28
IONIC STRENGTH:					0.337

<u>CATIONS:</u> Calcium	(Ca+ 2)	· · · ·	<u>me/liter</u> V 36.0	<u>mg/liter</u> 720
Magnesium	(Mg^{+2})		22.0	267
Sodium	(Na ^{+ 1})	·	V 230	5290
Iron (total)	(Fe ⁺²)		0.315	8.80
Barium	(Ba ^{+ 2})		0.003	0.200
ANIONS:			X	
Bicarbonate	$(HCO_3 - 1)$		∀ 33.4	2040
Carbonate	$(CO_3 - 2)$	•	0	0
Hydroxide	(OH-1)		0	0
Sulfate	(504 - 2)		37.5	1800
Chloride	(Cl-1)	· · · · ·		7700

•	SCALING	INDEX	(positive	value	indicate	s scale)
Tempera	ture				lcium bonate	Calcium Sulfate
86'F	30°C			<u>Udi</u>	1.1	-17

WaterWells (1)/Sheet1

Page 1 of 1

2/21/2002

WATER WELL DATA REPORT AS OF FEBRUARY 12, 2002

	Use	Owner	Well Number	Twp	Rng	Sec	Qtr	Qtr Qtr		Start Date	Finish Date	-	th (ft.) Wate
1	DOM	MARTIN HUGHES	L 04096 APPRO EXF	18S	39E	29	NE						
2	DOM	WILLIAM TUCKER	L 04771 APPRO		39E	29	NW	NE	NW	12/15/1961	12/16/1961	120	65
3	DOM	LEE ROBERSON	L 11116	18S	39E	29	NW	NE	NW	8/21/2000	8/21/2000	240	200
4	PRO	ANADARKO PROD CO.	L 08365	18S	39E	29	NW	SE		3/11/1981	3/12/1981	150	84
5	IRR	LEE ROBERSON	L 03430 S	18S		29	NW	SW	NE				
6	PRO	KEATING DRILLING CO.	L 01217 APPRO	18S		29	SE	SE	NË	9/9/1951	9/11/1951	120	
7		D. D. JONES	L 06512	18S	39E	30	NE	NE		9/12/1969	9/14/1969	170	70
8	DOM	TERRY CAWLEY	L 09289	18S	39E	30	NE	NE	NŴ	8/5/1983	8/5/1983	150	60
9	DOM	LEROY N. BOX	L 09912	18S	39E	30	NE	NE		4/27/1987	4/27/1987	155	95
10	DOM	ADAN RODRIQUEZ	L 09948	18S	39E	30	NE	NE		9/3/1987	9/3/1987	150	88
1	DOM	TURNER J C JR	L 10389	18S	39E	30	NE	NE	NW	5/13/1994	5/14/1994	180	87
12	DOM	ROB L. HOLDRIDGE	L 05183 EXP	18S	39E	30	NE	NW	NE				
13		CARLTON C. WADE	L 05187 EXP	18S	39E	30	NE	NW					
4	DOM	CARLTON C. MR. WADE	L 05448 EXP	18S	39E	30	NE	NW					1
5	DOM	ROB L. HOLDRIDGE	L 10538	18S	39E	30	NE	NW	NW	2/5/1996	2/16/1996	200	
16	PRO	THE TEXAS COMPANY	L 02173 APPRO	18S	39E	30	NE	SE					
17	DOM	JIMMY D. ROBERTS	L 08039	18S	39E	30	NE	SE		3/21/1979	3/28/1979	150	50
18	DOM	JERRY D. SMITH	L 08040	18S	39E	.30	NE	SE		5/14/1979	5/18/1979	150	85
9	DOM	ROB L. HOLDRIDGE	L 07231 CLW	18S	39E	30	NE	SW	NE	8/25/2001	8/25/2001	195	
		THOMAS G. PIERCE	L 08294	18S	39E	30	NE	SW	NE	7/1/1980	7/3/1980	150	90
		MICHAEL W. HOLDRIDGE	L 08550	18S	39E	30	NE	SW		10/29/1981	10/31/1981	150	82
		GARNICE LAND	L 05197	18S	39E	30	NE			8/26/1963	8/28/1963	100	70
_		JACK ROBERTS	L 05924	18S	39E	30	NE			11/26/1989	11/26/1989	150	85
		ADAN B. RODRIQUEZ	L 07492		39E	30	NE			1/23/1980	1/24/1980	150	82
			L. 02204 APPRO	18S		30	NW	SE	NW	5/3/1953	5/4/1953	123	65
		RICE ENGINEERING COMPANY			39E	30	NW	SE	NE	3/30/1977	3/31/1977	150	
		CACTUS DRILLING COMPANY	L 06633 (E)		39E	30	SE	NW	SW				
		DARRELL G. BINGHAM	L 04054 REPAR		39E	31	NE	NW	NW	9/9/1980	9/12/1980	148	105
		DAVIDSON DRILLING CO.	L 01333		39E	31	NE	SW		1/1/1952	1/2/1952	123	55
		OLLIE T. FORE	L 02439 APPRO		39E	31	NW	NE	sw	1/1/1953	1/3/1953	135	60
		L. W. GASSAWAY	L 06605 EXP	185		31	NW	NW	NW		1011000	-155	00
		TERRY L. OWEN	L 10006	185			NW			7/6/1988	7/18/1988	120	79
	-	COYOTYE FARMS, LLC	L 04053	185		31	SE	sw	NE	110/1300	1/10/1900	160	18
-		JOHN KING	L 08982	185			SW	NE	SE			100	·
		GUILLERMO VILLALOBOS		185			SW	NE	NE	4/17/1983	4/40/4002	454	70
		ROBERT CUNNINGHAM	L 08698		39E		SW	SE	INC	3/12/1982	4/18/1983	151	73
_								00			3/18/1982	150	100
		INC. PRIMARY FUELS			39E 39E		SW	SE	0	5/6/1988	5/10/1988	164	110
		GEORGE A. MANN					SW	SW	SE	40/07/4004	10/00/1001		
		RAUL C. GONZALEZ			39E			SW		10/27/1981	10/30/1981	140	95
		MARGARITA ROBLES			39E			SW	NW	8/13/1999	8/13/1999	158	103
		EARL MANNING			39E		SW						
		BETTY FOLLIS			39E		SW						
		JACK SICKLER			39E		SW						
		PAULINO G. QUIROZ			39E		SW						
		RAMIREZ ARTURO			39E		SW]	
				18S			SW					1	
		SHARPE DRILLING CO.		18S				NE		12/18/1952	12/19/1952	115	40
		STONE DRILLING CO.			39E				NE			86	30
					39E			NE		9/5/1990	9/5/1990	150	70
	DOW	SCHUBERT GARY	L 10298	18S	3051	32	SW	SWI	SWI	11/20/1992	11/20/1002	180	68

23.



PHONE (915) 673-7001 . 2111 BEECHWOOD . ABILENE, TX 79603

PHONE (505) 393-2326 • 101 E. MARLAND • HOBBS, NM 88240

ANALYTICAL RESULTS FOR ENERQUEST RESOURCES L.L.C. ATTN: CHRIS RENAUD P.O. BOX 11150 MIDLAND, TX 79702 FAX TO: (915) 687-4804

Receiving Date: 02/21/02 Reporting Date: 02/22/02 Project Number: NOT GIVEN Project Name: FRESH WATER SAMPLES Project Location: PEARL GOODE & C.O. DAVIS Sampling Date: 02/21/02 Sample Type: GROUNDWATER Sample Condition: COOL & INTACT Sample Received By: BC Analyzed By: AH

		Na	Ca	Mg	· K	Conductivity	T-Alkalinity
LAB NUMBER	SAMPLE ID	(mg/L)	(mg/L)	(mg/L)	(mg/L)	(mS/cm)	(mgCaCO ₃ /L)
ANALYSIS DA	TE:	02/22/02	02/21/02	02/21/02	02/21/02	02/21/02	02/21/02
H6533-1	P. GOODE	50	83	22	2.82	1022	155
H6533-2	C.O. DAVIS	111	194	62	6.29	2395	200
Quality Control		NR	55	49	5.27	1489	
True Value QC		NR	50	50	5.00	1413	NR
% Accuracy		NR	110	97.2	105	105	NR
Relative Percer	nt Difference	NR	0	6.0	0	0.3	NR
METHODS:		SM:	3500-Ca-D	3500-Mg E	8049	120.1	310.1
		ୋ	SO4	CO3	HCO ₃	рH	TDS
		(mg/L)	(mg/L)	(mg/L)	(mg/L)	(s.u.)	(mg/L)
ANALYSIS DAT	E:	02/21/02	02/21/02	02/21/02	02/21/02	02/21/02	02/22/02
H6533-1	P. GOODE	124	77	0	190	7.24	465
H6533-2	C.O. DAVIS	384	239	0	244	7.35	1472
Quality Control	······································	1020	52.66	NR	948	7.11	NR
Quality Control True Value QC	· · · · · · · · · · · · · · · · · · ·	1020 1000	52.66 50.00	NR	948 1000	7.11	NR NR
True Value QC							NR
	t Difference	1000	50.00	NR	1000	7.00	

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PLEASE NOTE: Liability and Damages. Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service. In no event shall Cardinal be fable tor incidental or consequential damages, including, without limitation, business interruptions, loss of use of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of services hereunder by Cardinal, regardless of whether such claim is based upon any of the above-stated reasons or otherwise.

<u>ENERQUESC</u>

EnerQuest Resources, LLC

Telephone (915) 685-3116 Fax (915) 687-4804

P.O. Box 11150 303 W. Wall, Suite 1400 Midland, Texas 79702

March 18, 2003

Lori Wrotenbery, Director Oil Convservation Division New Mexico Department of Energy, Minerals and Natural Resources 2040 South Pacheco Street Santa Fe, NM 87505

> Re: Application of EnerQuest Resources, LLC for Enhanced Oil Recovery Project Qualification for the Recovered Oil Tax Rate for the East Hobbs (San Andres) Unit, Lea County, New Mexico.

Dear Ms. Wrotenbery:

EnerQuest Resources, LLC hereby makes application to qualify the East Hobbs (San Andres) Unit for the recovered oil tax rate as authorized by the Enhanced Oil Recovery Act. EnerQuest Resources, LLC plans to commence drilling, recompletions, and conversions of wells to implement a waterflood project in this unit and is making application pursuant to the rules promulgated by Commission Order No. R-9708 entered on August 27, 1992.

In accordance with Order No. R-9789, EnerQuest Resources provides the following information:

A. Operator's name and address:

EnerQuest Resources, LLC P. O. Box 11190 Midland, TX 79702

- B. Description of the Project Area:
 - 1. A plat showing the project area is attached hereto as Exhibit A.
 - 2. Description of the Project Area:

TOWNSHIP 18 SOUTH, RANGE 39 EAST, NMPM Section 29: SW/4, SW/4 of NW/4 Section 30: S/2, S/2 of N/2 Section 31: N/2 of N/2 Section 32: N/2 of NW/4

BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case No. <u>13041/13042</u> Exhibit No. 19 Submitted by: <u>ENERQUEST RESOURCES, L.L.C.</u> Hearing Date: <u>March 27, 2003</u>

- 3. Total Acres in project area: 920.00
- 4. Name of the subject pool and formation:

East Hobbs (San Andres) Pool San Andres formation

C. Status of operations in the project area:

The area which is the subject of this application is currently being developed with primary production operations.

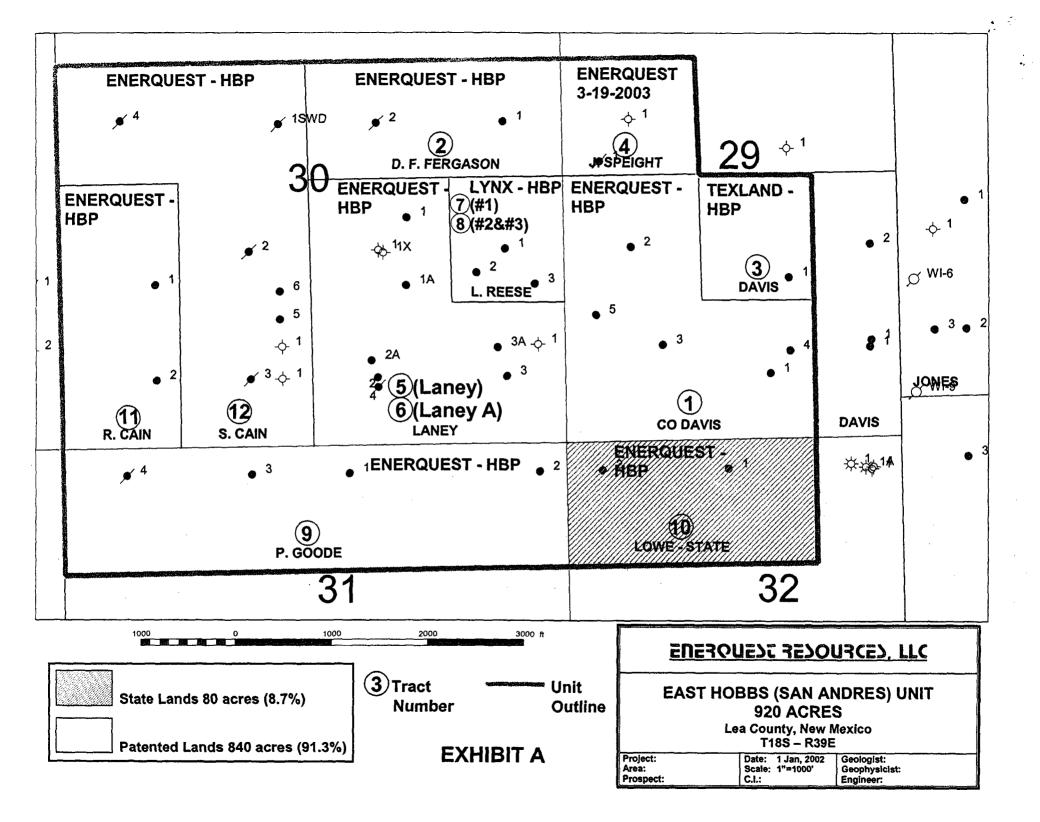
D. Method of Recovery to be used:

Injection fluids: waterflood

- E. Description of Project:
 - 1. List of producing wells: Exhibit B attached hereto
 - 2. List of injection wells: Exhibit B attached hereto
 - 3. Capital cost of additional facilities: \$7.1 million
 - 4. Total project costs (incl. increased LOE): \$17.9 million
 - 5. Estimated total value of the additional production that will be recovered as a result of the project expansion: An additional 8.8 million barrels valued at \$73.6 million.
 - 6. Anticipated date for the commencement of injection: June 2003 or ASAP
 - 7. Type of fluid to be injected and the anticipated volume: Water will be injected at an anticipated daily rate of 8,000 BPD in the project area.
- F. Project History and Forecast:

See the production curve marked as Exhibit C which shows the production history and forecast, respectively, for the project area.

Very truly yours, Robert W. Floyd President EnerOuest Resources.

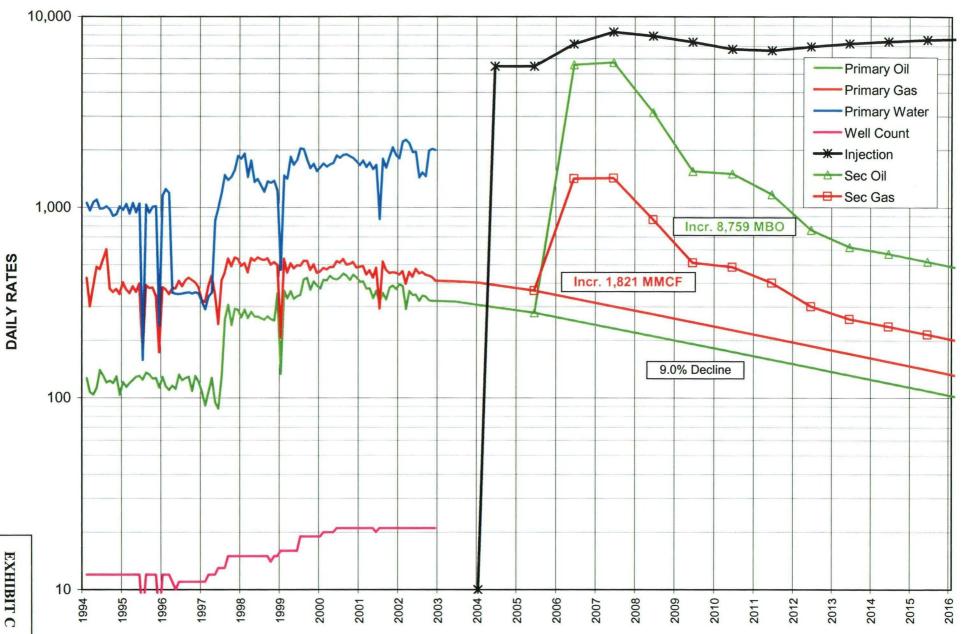


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ł	ENERQUEST RESOURCES LLC - EAST HOBBS (SAN ANDRES) UNIT List of Producing and Injection Wells									
			ORIGINAL		REDESIGNATI	ED		WELL STA	TUS	
Unit		Spacing		Well		Well				
Tract #	Section	Unit	LEASE NAME	#	UNIT NAME	#	Phase I	Phase II	Phase III	
3	29	K	Davis	1	East Hobbs Unit	301	Producer	Producer	Producer	
1	29	L	Davis Carrie O	2	East Hobbs Unit	102	Producer	Producer	Producer	
1	29	М	Davis Carrie O	5	East Hobbs Unit	105	Producer	Producer	Producer	
1	29	N	Davis Carrie O	1	East Hobbs Unit	101	Producer	Producer	Producer	
12	30	F	Cain Samuel	1	East Hobbs Unit	1201W	SWD	SWD	Injector	
2	30	н	Fergason DF	1	East Hobbs Unit	201	Producer	Producer	Producer	
7	30	Ī	Laney Reese	1	East Hobbs Unit	701	Producer	Producer	Producer	
8	30	1	Laney Reese	2	East Hobbs Unit	802	Producer	Producer	Producer	
8	30	I	Laney Reese	3	East Hobbs Unit	803	Producer	Producer	Producer	
5	30	J	Laney	1	East Hobbs Unit	501	Producer	Producer	Producer	
6	30	J	Laney 'A'	1	East Hobbs Unit	601	Producer	Producer	Producer	
12	30	K	Cain Samuel	6	East Hobbs Unit	1206W	SI	Injector	Injector	
12	30	N	Cain Samuel	5	East Hobbs Unit	1205	Producer	Producer	Producer	
5	30	0	Laney	2	East Hobbs Unit	502	Producer	Producer	Producer	
6	30	0	Laney 'A'	2	East Hobbs Unit	602	Producer	Producer	Producer	
5	30	Р	Laney	3	East Hobbs Unit	503	Producer	Producer	Producer	
6	30	Р	Laney 'A'	3	East Hobbs Unit	603	Producer	Producer	Producer	
9	31	Α	Goode Pearl	2	East Hobbs Unit	902	Producer	Producer	Producer	
9	31	В	Goode Pearl	1	East Hobbs Unit	901	Producer	Producer	Producer	
9	31	С	Goode Pearl	3	East Hobbs Unit	903	Producer	Producer	Producer	
10	32	С	Lowe-State	1	East Hobbs Unit	1001	Producer	Producer	Producer	
10	32	D	Lowe-State	2	East Hobbs Unit	1002	Producer	Producer	Producer	
11	30	L	Rocket Cain	1	East Hobbs Unit	1101	Producer	Producer	Producer	
11	30	M	Rocket Cain	2	East Hobbs Unit	1102	Producer	Producer	Producer	
6	30	0	New Inj. Ph. I	-	East Hobbs Unit	604W	Injector	Injector	Injector	
6	30	0	New Inj. Ph. I	-	East Hobbs Unit	605W	Injector	Injector	Injector	
6	30	Р	New Inj. Ph. I	-	East Hobbs Unit	606W	Injector	Injector	Injector	
6	30	Р	New Inj. Ph. I	-	East Hobbs Unit	607W	Injector	Injector	Injector	
1	29	М	New Prod. Ph. II	-	East Hobbs Unit	106	-	Producer	Producer	
1	29	М	New Inj. Ph. II		East Hobbs Unit	107W	-	Injector	Injector	
1	29	M	New Inj. Ph. II	-	East Hobbs Unit	108W	•	Injector	Injector	
1	29	L	New Inj. Ph. II	-	East Hobbs Unit	109W	-	Injector	Injector	
2	30	H	New Inj. Ph. II	-	East Hobbs Unit	202W	•	Injector	Injector	
12	30	N	New Inj. Ph. II	-	East Hobbs Unit	1207W	-	Injector	Injector	
2	30	G	New Prod. Ph. III	-	East Hobbs Unit	203	-	-	Producer	
12	30	ĸ	New Prod. Ph. III		East Hobbs Unit	1208	-	-	Producer	
12	30	N	New Prod. Ph. III	-	East Hobbs Unit	1209	-	-	Producer	
1	29	K	New Inj. Ph. III	-	East Hobbs Unit	110W	-	-	Injector	
	29	N	New Inj. Ph. III	-	East Hobbs Unit	111W	-	-	Injector	
2	30	Н	New Inj. Ph. III	-	East Hobbs Unit	204W	-	-	Injector	
12	30	ĸ	New Inj. Ph. III	-	East Hobbs Unit	1210W	•	•	Injector	
11	30	M	New Inj. Ph. III	-	East Hobbs Unit	1103W	-	-	Injector	
12	30	N	New Inj. Ph. III	-	East Hobbs Unit	1211W		-	Injector	
12	30	N	New Inj. Ph. III	-	East Hobbs Unit	1212W		-	Injector	
9	31	A	New Inj. Ph. III	-	East Hobbs Unit	904W	-	•	Injector	

3/18/2003



EAST HOBBS SAN ANDRES - FULL SCALE PROPOSED WATERFLOOD

3/20/2003

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Lowe Partners, LP Proposed Schedule of Tract Participation East Hobbs (San Andres) Unit Lea County, New Mexico

	·		Phase I Tract	Phase II Tract
			Participation	Participation
Tract#	Description	Lease Name	Factor	Factor
1	S/2 SW/4, NW/4 SW/4 Section 29, T-18S, R-39E	Carrie O. Davis	15.204311	12.6876
2	S/2 NE/4 Section 30, T-18-S, R-39-E	D.F. Fergason	0.857979	4.55795
3	NE/4 SW/4 Section 29, T-18-S, R-39-E	Zachary Davis	1.473563	2.91081
4	SW/4 NW/4 Section 29, T-18-S, R-39-E	June Speight	0.108696	1.18938
5	NW/4 SE/4, S/2, SE/4 Section 30, T-18-S, R-39-E	Laney	18.322423	24.39315
6	NW/4 SE/4, S/2, SE/4 Section 30, T-18-S, R-39-E	Laney A	19.993114	3.73991
7	NE/4 SE/4 Section 30, T-18-S, R-39-E	Laney Reese #1	1.822673	7.92849
8	NE/4 SE/4 Section 30, T-18-S, R-39-E	Laney Reese #2 & #3	36.944219	5.68697
9	N/2 N/2 Section 31, T-18-S, R-39-E	Pearl Goode	2.473871	15.14873
10	N/2 NW/4 Section 32, T-18-S, R-39-E	Ralph Lowe State	0.415278	8.07084
11	W/2 SW/4 Section 30, T-18-S, R-39-E	Rocket Cain	0.330804	4.84088
12	E/2 SW/4, S/2 NW/4 Section 30, T-18-S, R-39-E	Samuel Cain	2.053069	8.84529
		TOTALS	100.000000	100.000000

Phase I Participation formula:

97.5% Last 12 months production + 2.5% acreage

Phase II Participation formula:

97.5% Est. Ultimate Recovery + 2.5% acreage

Where Phase I is in effect from unitization until estimated ultimate primary recovery of 6,709,627 bbls is reached (as of 11/2002, 732,305 bbls remaining) at which point Phase II takes effect through the remaining life of the Unit.

OIL CONSERVALION DIVISION

CASE NUMBER

Small GeoServices, Inc. 1411 West Illinois Midland, Texas 79701 Ph 915-686-9445 / Fax 915-686-7050 midland@iconpet.com

Lori Wrotenberry Director New Mexico Oil Conservation Division March 25, 2003

Dear Ms. Wrotenberry,

I am writing regarding the proposed East Hobbs San Andres Unit. Enerquest Oil & Gas, LTD is the operator and the New Mexico Oil Conservation Division case number is 13042. I strongly object to Enerquest's formula for determining tract participation in the proposed unit. Under Enerquest's tract participation formula 97.5% of tract participation will be based on current production levels. I feel that this gives undue weight to wells that have been recently drilled and are producing at higher rates and are not on my minerals. The wells on my minerals are approximately 40 years old and could be classified as stripper wells. However, cumulative production from the tracts that I own minerals under is substantial and should be given more weight under an equitable tract participation formula. I feel that at least 50% of the tract participation formula should be based on cumulative production and estimated primary ultimate recoveries for all tracts involved. Under Enerquest's proposed tract participation formula I will be grossly under compensated for the reserves remaining under the minerals that I own. I just want to be treated fairly and fell that I will not be treated so under the proposed tract participation formula. Thank you for your time and consideration.

OIL CONSERVATION DIVISION

EXHIBIT

Sincerely ames R. Smal

CASE NUMBER

Operator Name	Lease Name	Well Number	Oil Cum	Gas Cum	First Prod Date	Last Prod Date	Location
Enerquest Resources LLC	Laney	1	302059	603289		2002/11	30J 18S 39E
Enerquest Resources LLC	Carrie O Davis	1	244111	330514		2002/11	29N 18S 39E
Texland Petroleum Incorporated	Z Davis	1	190659	72974	1953/03	2002/11	29K 18S 39E
Energuest Resources LLC	D F Fergason	1	166921	2036195	1953/05	2002/11	30H 18S 39E
Exxon Corporation	Samuel E Cain	1	73739	8654	1953/06		30F 18S 39E
Martindale Petroleum Corporation	D F Fergason	2	121106	57281	1953/06		30G 18S 39E
Enerquest Resources LLC	Carrie O Davis	2	246393	296916	1953/07	2002/11	29L 18S 39E
Energuest Resources LLC	Pearl Goode	1	301091	795310	1953/07	2002/11	31B 18S 39E
Energuest Resources LLC	Carrie O Davis	3	227045	425606	1953/07	1997/06	29M 18S 39E
Enerquest Resources LLC	Raiph Lowe Estate	1	271916	1759834	1953/08	1999/12	32C 18S 39E
Lynx Operating Company Incorporated	Laney Reese	1	521200	505306	1953/08	2002/11	301 18S 39E
Exxon Corporation	Samuel E Cain	2	226272	185425	1953/08	1985/04	30K 18S 39E
Enerquest Resources LLC	Laney	2	473354	660181	1953/08	2002/11	300 18S 39E
Enerquest Resources LLC	Samuel E Cain	3	223271	199770	1953/09	1986/07	30N 18S 39E
Enerquest Resources LLC	Pearl Goode	2	390920	988209	1953/09	2002/11	31A 18S 39E
Enerquest Resources LLC	Laney	3	579840	714331	1953/09	2002/11	30P 18S 39E
Enerquest Resources LLC	Ralph Lowe State	2	268723	1841225	1953/10	2002/11	32D 18S 39E
Enerquest Resources LLC	Pearl Goode	3	186699	686066	1953/10	2002/11	31C 18S 39E
Enerquest Resources LLC	Rocket Cain	1	154962	334219	1953/10	1992/05	30L 18S 39E
Energuest Resources LLC	Rocket Cain	2	161641	561900	1953/10	2002/11	30M 18S 39E
Martindale Petroleum Corporation	June Speight	1	74369		1953/11		29E 18S 39E
Humble Oil & Refining Company	Samuel E Cain	4	40447		1953/12		30E 18S 39E
Continental-Emsco Company	June Speight	4	124118	462777	1954/01	1973/10	31D 18S 39E
	Sub-Total		5570856	13525982	·····		
					<u>-</u>		
Energuest Resources LLC	Carrie O Davis	5	107542	64634	1997/07	2002/11	29M 18S 39E
Energuest Resources LLC	Samuel Cain	5	10019	18890	1997/08	2002/11	30N 18S 39E
Energuest Resources LLC	Laney A	1	89253	36866	1998/11	2002/11	30J 18S 39E NW SE
Energuest Resources LLC	Samuel Cain	6	4708	8523	1999/06	2002/11	30K 18S 39E NE SW
Energuest Resources LLC	Laney A	2	18626		1999/06	2002/11	300 18S 39E SW SE
Lynx Operating Company Incorporated	Laney Reese	2			1999/06	2002/11	301 18S 39E NE SE
Lynx Operating Company Incorporated	Laney Reese	3	71121		2000/01	2002/11	301 18S 39E SE NE SE
Energuest Resources LLC	Laney A	3			2000/05	2002/11	30P 18S 39E NE SE SE
	Sub-Total		406463	208281			
	Total		5977319	13734263			

OIL CONSERVATION DIVISION

CASE NUMBER

have EXHIBIT 3



February 26, 2003

Enerquest Oil & Gas, LTD PO Box 11190 Midland, TX 79702 Attn: M. Craig Clark

Re: East Hobbs (San Andres) Unit Lea County, New Mexico

Dear Mr. Clark:

We are in receipt of your letter dated February 14, 2003 asking for our approval in regard to the formation of the East Hobbs (San Andres) Unit. Although we certainly are in favor of Enerquest forming the Unit for waterflood operations, we cannot agree to your proposed tract participation formula. We can appreciate you dilemma in trying to account for the wide variance in production, but any unitization including older leases has to account for cumulative production to be equitable to all parties. Under your formula, the tract where we own an overriding-royalty interest (Tract 10) would only participate for a 0.415278% interest in the Unit when it has produced 9.059% of the cumulative production to date. We're sure you can see the inequity of this scenario. We would suggest using a two Phase participation agreement where Phase I would weigh current production heavily (as your suggested participation formula does) until estimated ultimate primary recovery occurs, then converting to a Phase II participation factor where cumulative production is the main component. In this way, owners of the current producers will be "kept whole" until their wells produce their ultimate primary reserves and then all parties can share fairly in the secondary recovery.

Therefore, Lowe Partners will not ratify your Unit Agreement as proposed and request a more equitable participation formula that allows more consideration for cumulative production. Feel free to contact the undersigned at (915) 684-7441 to discuss this matter if you so desire.

Very truly yours,

Richard A. Gill

Division Engineer

cc: State of New Mexico Land Office Llano Production Company James R. Small Marshall R. Young Oil Company James Bruce, attorney-at-law

OIL CONSERVATION DIVISION CASE NUMBER LAWR EXHIBIT

RAG/cc

Lowe Partners, LP / P.O. Box 832 / Midland, Texas 79702-0832 / (915) 684-7441 Fax / (915) 684-9836

STATE/FEE WATERFLOOD UNIT

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE

EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO NO._____

OIL CONSERVATION DIVISION
CASE NUMBER

Lave EXHIBIT 5

Rev.1/92

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UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of January, 2002, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as "parties hereto";

WITNESSETH THAT:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by law (Sec. 3, Chap, 88, Laws 1943) as amended by Dec. 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. Stats. 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 is authorized by law (Chap. 72, Laws 1935, as amended, being Sec. 70-2-1 et seq. N.M. Statutes 1978 Annotated) to approve this agreement and the conservation provision hereof; and

WHEREAS, the parties hereto hold sufficient interests in the East Hobbs (San Andres) Unit, comprised of the land hereinafter designated, to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to enable institution and consummation of secondary and/or enhanced oil and gas recovery operations, conserve natural resources, prevent waste and secure the 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 Unitized Formation underlying the Unit Area, and agree severally among themselves as follows:

SECTION 1. <u>ENABLING ACT AND REGULATIONS</u>: The oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations not inconsistent with the terms hereof or the laws of the State of New Mexico are hereby accepted and made a part of this agreement.

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SECTION 2. <u>DEFINITIONS</u>: For the purpose of this agreement, the following terms and expressions are used herein shall mean:

- (a) "Unit Area" is defined as the land depicted on Exhibit "A" and described by Tracts in Exhibit "B" attached hereto and said land is hereby designated and recognized as constituting the Unit Area.
- (b) "Commissioner" is defined as the Commissioner of Public Lands of the State of New Mexico.
- (c) "Division" is defined as the Oil Conservation Division of the State of New Mexico.
- (d) "Unitized Formation" is defined as that stratigraphic interval occurring between a point of 50 feet above the top of the San Andres formation and 50 feet below the base of the P-5 marker in the San Andres formation, said San Andres interval occurring between 4451 feet and 4637 feet in the EnerQuest Resources, LLC, Carrie O. Davis Well No. 5 located 330 feet from the west line and 1310 feet from the south line of Section 29, Township 18 South, Range 39 East, N.M.P.M., Lea County, New Mexico as recorded on the density-neutron log of said well dated June 26, 1997.
- (e) "Unitized Substances" is defined as all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.
- (f) "Working Interest" is defined as an interest in Unitized Substances by virtue of a lease, operating agreement or otherwise, including a carried interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing and operating the Unitized Formation. Any interest in Unitized Substances which is a Working Interest as of the date the owner thereof executes, ratifies or consents to this agreement shall thereafter be treated as a Working Interest for all purposes of this agreement.
- (g) "Royalty Interest" is defined as a right to or interest in any portion of the Unitized substances or proceed thereof other than a Working Interest.
- (h) "Working Interest Owner" is defined as a party hereto who owns a Working Interest.
- (i) "Royalty Owner" is defined as a party hereto who owns a Royalty Interest.
- (j) "Tract" is defined as each parcel of land described as such and given a Tract number in Exhibit "B".
- (k) "Tract Participation" is defined as the percentages of Unitized Substances allocated hereunder to a Tract. The Tract Participation of the Tracts within the Unit Area is shown on Exhibit "C" attached hereto.
- "Unit Participation" is defined as the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract having Tract Participation by the Tract Participation of such Tract.

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

SECTION 11. PLAN OF OPERATIONS: It is recognized and agreed by the parties hereto that all of the land subject to this agreement has been reasonably proven to be productive of Unitized Substances in paying quantities or is necessary for Unit Operations and that the object and purpose of this agreement is to formulate and to put into effect a secondary enhanced oil recovery project in order to effect a greater recovery of Unitized Substances, prevent waste and conserve natural resources. The parties hereto agree that the Unit Operator may, subject to the consent and approval of a plan of operation by the Working Interest Owners, the Division and the Commissioner, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil, liquefied petroleum gas, steam and any other substances or a combination of any said substances, whether produced from the Unitized Formation or not. The location of input wells and the rates of injection therein and the rate of production shall be governed by standards of good geological and petroleum engineering practices and conservation methods. Reasonable diligence shall be exercised by Unit Operator in complying with the obligations of any approved plan of operation. The parties hereto, to the extent they have the right so to do, hereby grant Unit Operator the right to use brine or water (or both) produced from any formation underlying the Unit Area for injection into the Unitized Formation; provided, however, that this grant of said right shall not preclude the use of brine or water (or both) produced from any formation other than the Unitized Formation for injection into formations other than the Unitized Formation. After commencement of secondary and or enhanced oil recovery operations, Unit Operator shall furnish the Commissioner and the Division monthly injection and production reports for each well in the Unit. The Working Interest Owners, the Commissioner and the Division shall be furnished periodic reports on the progress of the plan of operation and any revisions or changes thereto necessary to meet changed conditions or to protect the interests of all parties to this agreement; provided, however, that any major revisions of the plan of operation involving a basic deviation from the initial plan of operation shall be subject to the consent and approval of the Working Interest Owners, the Commissioner and Division.

The initial plan of operation shall be filed with the Division and the Commissioner concurrently with the filing of this Unit Agreement for final approval. Reasonable diligence shall be exercised in complying with the obligations of said plan of operation.

Notwithstanding anything to the contrary herein contained, the Unit Operator shall commence, if not already having done so, secondary recovery operations and/or enhanced oil recovery operations on the Unit Area not later than six (6) months after the effective date of this Agreement, or any extension thereof approved by the Commissioner and Division or this Agreement, shall terminate automatically in which latter event the Unit Operator shall notify all interested parties. After such operations are commenced, Unit Operator shall carry on such operations as would a reasonably prudent operator under the same or similar circumstances.

SECTION 12. <u>TRACT PARTICIPATION</u>: The percentages of Tract Participation set forth in Exhibit "C" for each Tract within the Unit Area have been calculated and determined in accordance with the following formulas:

Acreage (20%) + Useable Wellbore (20%) + Last 12 month production (30%) + Estimated Ultimate Recovery (30%)

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Such percentages of Tract Participation have been calculated upon the basis of all of said Tracts within the Unit Area being committed to this agreement as of the effective date hereof, and such Tract Participation shall govern the allocation of all Unitized Substances produced after the effective date hereof, subject, however, to any revision or revisions of the Unit Area and Exhibit "C" in accordance with the provisions hereof.

In the event less than all of the Tracts are committed hereto as of the effective date hereof Unit Operator shall promptly file with the Commissioner and Division at least two copies of revised Exhibits "B" and "C" setting forth on Exhibit "C" the revised Tract Participations opposite each of the qualified tracts, which shall be calculated by using the tract factors and formula set forth hereinabove, but applying the same only to the qualified Tracts. The revised Exhibits "B" and "C" shall, effective as of the effective date of this agreement, supersede the original Exhibits "B" and "C" attached hereto and shall thereafter govern the allocation of Unitized Substances unless disapproved by the Commissioner and Division within 30 days after filing.

If, subsequent to the effective date of this agreement, any additional tract becomes committed hereto under the provisions of Section 3, Unit Area, or Section 28, Non-joinder and Subsequent Joinder, or any committed tract is excluded herefrom under the provisions of Section 27, Loss of Title, Unit Operator shall revise said Exhibits "B" and "C" or the latest revision thereof to show the new percentage participations of the then committed tracts, which revised exhibit shall, upon its approval by the Commissioner and the Division supersede, as of its effective date, the last previously effective Exhibits "B" and "C". In any such revision of Exhibit "C" the revised percentage participations of the respective tracts listed in the last previously effective Exhibit "C" shall remain in the same ratio one to another.

SECTION 13. <u>TRACTS QUALIFIED FOR UNIT PARTICIPATION</u>: On and after the effective date hereof, the Tracts within the Unit Area that shall be entitled to participate in the production of Unitized Substances therefrom shall be the Tracts within the Unit Area that are qualified as follows:

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

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the working Interest therein have become parties hereto and as to which royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest therein have become parties hereto and, further, as to which:

(i) All Working Interest Owners in any such Tract have joined in a request for the commitment of such Tract to this agreement, and

(ii) Seventy-five percent (75%) of the combined voting interest of Working Interest Owners in all Tracts meeting the requirements of Section 13 (a) hereof have voted in favor of the commitment of such Tract.

For the purposes of this Section 13 (b), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in percent) which its aggregate Unit Participation in all tracts qualifying under Section 13 (a) bears to the total Unit Participation of all Working Interest Owners in all Tracts qualifying under Section 13 (a), as such Unit Participation is determined from the Tract Participation set out in Exhibit "C".

SECTION 33. CORRECTION OF ERRORS: It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical or clerical errors which may exist in the pertinent exhibits to this agreement; provided, however, that correction of any error other than mathematical or clerical shall be made by Unit Operator only after first having obtained approval of Working Interest Owners having a combined Unit Participation of fifty percent (50%) or more and the Commissioner.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the first above written and have set opposite their respective names the date of execution.

OPERATOR: ENEROUEST RESOURCES, LLC Robert W. Floyd, President P.O. Box 11150 Address: Midland, Texa 79702

WORKING INTEREST OWNERS

Date:

EnerQuest Oil & Gas, Ltd. By: EnerQuest Property Management, LLC Sole general partner of EnerQuest Oil & Gas, Ltd.

ol. Bv: Robert W. Floyd, President of EnerQuest Property Management, LLC Address: P.O. Box 11450 Midland, Texas 79702

ATTEST:

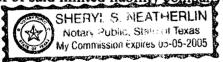
By:

Address:

Date:

STATE OF TEXAS Ş COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 21st day of January, 2002. by Robert W. Floyd, President of EnerQuest Resources, LLC, a Texas limited liability company, on behalf of said limited liability company.

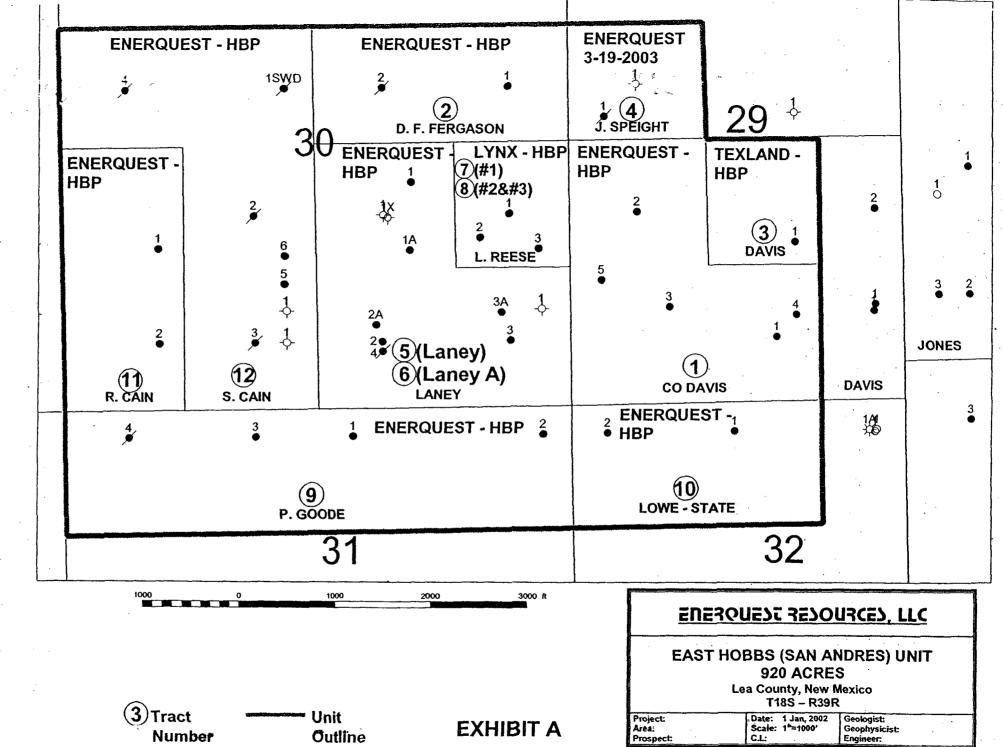


NÓTARY FUBLIC, STATE OF TEXAS

STATE OF TEXAS § COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 21st day of January, 2002, by Robert W. Floyd, President of EnerQuest Property Management, LLC, a Texas limited liability company, as general partner of ENERQUEST OIL & GAS, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.





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EXHIBIT "C" Schedule of Tract Participation East Hobbs (San Andres) Unit Lea County, New Mexico

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Tract #	Description	<u>Lease Name</u>	Acreage	<u>Tract</u> Participation Factor
P		Lease Maine	Acreage	ractor
1	S/2 SW/4, NW/4 SW/4 Section 29, T-18-S, R-39-E	Carrie O. Davis	120	13.429043
2	S/2 NE/4 Section 30, T-18-S, R-39-E	D.F. Fergason	80	4.068310
3	NE/4 SW/4 Section 29, T-18-S, R-39-E	Zachary Davis	40	3.021763
4,	SW/4 NW/4 Section 29, T-18-S, R-39-E	June Speight	40	1.202083
5	NW/4 SE/4, S/2 SE/4 Section 30, T-18-S, R-39-E	Laney	60	16.709133
6	NW/4 SE/4, S/2 SE/4 Section 30, T-18-S, R-39-E	Laney A	60	12.303748
7	NE/4 SE/4 Section 30, T-18-S, R-39-E	Laney Reese #1	13.33	5.134048
8	NE/4 SE/4 Section 30, T-18-S, R-39-E	Laney Reese #2 & #3	26.67	12.951740
9	N/2 N/2 Section 31, T-18-S, R-39-E	Pearl Goode	160	11.156731
10	N/2 NE/4 Section 32, T-18-S, R-39-E	Ralph Lowe State	80	5.876726
11	W/2 SW/4 Section 30, T-18-S, R-39-E	Rocket Cain	80	4.928334
12	E/2 SW/4, S/2 NW/4 Section 30, T-18-S, R-39-E	Samuel Cain	160	9.218341
		TOTALS	920	100.000000
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