Roy Johnson

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William F. Carr wcarr@hollandhart.com

January 26, 2005

VIA HAND DELIVERY

The Honorable Patrick H. Lyons New Mexico Commissioner of Public Lands 310 Old Pecos Trail Santa Fe, New Mexico 87504

Re: APPLICATION FOR FINAL APPROVAL

North Dagger Draw-Upper Pennsylvanian Unit Eddy County, New Mexico.

Dear Commissioner Lyons:

Yates Petroleum Corporation, hereby makes application to the New Mexico Commissioner of Public Lands for final approval of the proposed North Dagger Draw- Upper Pennsylvanian Unit.

By letter dated March 3, 2004, your office granted preliminary approval as to form and content to the proposed North Dagger Draw Upper Pennsylvanian Unit Agreement. In compliance with that letter, Yates encloses the following with this request for final approval:

- 1. A list of all tracts showing the participation factor for each (All tracts will be committed to the Unit pursuant to Oil Conservation Division Statutory Unitization Order No. R-12251.);
- Copies of all ratifications from Lessees of Record and Working interest owners (All ratifications contain original signatures and have been acknowledged by a notary.);
- 3. New Mexico Oil Conservation Division Order No. R-12251 approving the proposed unit pursuant to the New Mexico Statutory Unitization Act and the Bureau of Land Management letter dated January 26, 2005, approving the unit;
- 4. The Unit Agreement and the Unit Operating Agreement;
- 5. The Initial Plan of Operations;
- 6. A redesignation of well names and numbers;
- 7. Revised copies of Exhibits "A" and "B" to the Unit Agreement that show the corrected lessees of record as required by your preliminary approval letter



The Honorable Patrick H. Lyons January 26, 2005 Page 2

(Revised Exhibit "B" first lists together the Federal tracts, next the State tracts are listed together and finally the Fee tracts are listed together as required by your March 3, 2004 letter. Arecapitulation of the total Federal, State and Fee acreages and percentages is also included. and shown on the last page of Exhibit "B"); and

8. A list identifying the Communitization Agreements that will no longer be required when this agreement is approved and may therefore be terminated.

A filing fee of \$270 has previously been paid to the Land Office.

It is Yates' hope to commence unitized operations at 7:00 a. m. on February 1, 2005. If you have questions concerning the enclosed, please contact me at (505) 988-4421.

Very truly yours,

William F. Carr

Enclosures

cc:

Ms. Jami Bailey, Director Oil, Gas and Minerals Division New Mexico State Land Office

Oil Conservation Division w/enc.
New Mexico Department of Energy,
Minerals and Natural Resources
Attn: Mr. Roy Johnson

Mr. Armando Lopez Bureau of Land Management

Ms. Susan Vierra Yates Petroleum Corporation

NORTH DAGGER DRAW UPPER PENN UNIT PARTICIPATION FACTOR BY TRACT

TRACT	UNIT PARTICIPATION FACTOR
1	0.99769%
1a	0.99769%
1b	0.49885%
1c	2.27224%
1d	0.49885%
1e	4.00153%
1f	3.84138%
1g	1.09953%
2	0.51406%
3	1.50420%
3a	0.49885%
3b	2.27896%
3c	0.99769%
3d	0.49885%
3e	0.61565%
3f	0.49885%
3g	0.49885%
3h 4	1.09858% 0.77630%
4 4a	1.25727%
4 a 4b	0.49885%
40 4c	0.73219%
4d	1.76139%
4e	0.51568%
4f	1.93663%
5	0.51474%
6	0.99769%
6a	0.49885%
6b	0.49885%
6c	0.79184%
6d	0.70912%
6e	0.99769%
6f	2.12060%
7	3.02874%
8	0.99769%
8a	0.49885%
8b	0.49885%
8c	0.74927%
8d	0.95347%
9	0.49885%
9a	0.66307%

NORTH DAGGER DRAW UPPER PENN UNIT PARTICIPATION FACTOR BY TRACT

TRACT	UNIT PARTICIPATION FACTOR
9b 10 10a 10b 11 11a 11b	2.21697% 0.59394% 2.17140% 0.49885% 0.99769% 2.54455% 1.91495%
12 13 13a 13b 13c 14	0.99769% 0.49885% 1.10547% 0.49885% 0.49885% 1.00694% 0.60495%
15 16 17 18 19 20	0.51394% 0.51431% 0.51468% 2.15686% 0.80461% 0.49809% 0.24904%
21 22 23 24 25 25a 26	0.24904% 0.73461% 0.50686% 0.77683% 0.49885% 2.38363%
27 28 29 30 31 32 33	2.38363% 0.49885% 3.63635% 0.50756% 1.24673% 2.13207% 0.24942%
34 35 35a 36 37 38 38a	0.24942% 1.32525% 0.50955% 0.24942% 0.24942% 0.99769% 1.00817%

NORTH DAGGER DRAW UPPER PENN UNIT PARTICIPATION FACTOR BY TRACT

TRACT	UNIT PARTICIPATION FACTOR
39	0.50831%
40	0.49885%
41	0.63850%
41a	0.25457%
42	0.25457%
43	3.01276%
44	1.30245%
44a	0.25374%
45	0.25374%
46	0.80457%
47	0.15923%
48	0.15923%
49	0.31841%
50	0.49885%
51	0.76336%
52	1.46980%
53	1.34545%
Total	100.00000%

WORKING INTEREST OWNERSHIP PAGE 1 OF 1

4/12/04	OWNER NAME	UNIT PARTICIPATION	RATIFICATION	APPROVAL %
E000	IARO DE TROI ELIA AGRECA EL CARROLLE DE LA CARROLLE		ı	
5000 48701	ABO PETROLEUM CORPORATION AUVENSHINE CHILDREN'S	1.535016 0.100862	1	1.535016
77512	BELLO, ERNIE	0.005115	1 1	0.005115
93830	BLANTON, KIMBERLY STEWART	0.014039	1	0.014039
30500 124365	BP AMERICA PRODUCTION COMPANY	0.060826		0
124305 891186	BROWN BROTHERS HARRIMAN TRUST BROWN, TOM, INC.	0.004346 0.790735		0
132403	BUNN, FRANCES B.	0.005115	1 :	0.005115
132410	BUNN, ROBERT B.	0.002608	1 1	0.002608
187510	COLL, CHARLES H.	0.200151	1	0.200151
187575 157581	COLL, CHRISTOPHER DALE COLL, CLARKE C.	0.014039	1 1	0.014039 0.090069
157582	COLL, ERIC J.	0.090069	1 1	0.090069
188500	COLL, JON F.	0.115922	1	0.115922
188505	COLL, JON F. II	0.028329	1 .	0.028329
187576 190000	COLL, KENNETH JAMES	0.014039	1 1	0.014039
190000	COLL, MAX W. III	0.120090 0.002864	1 1	0.120090 0.002864
187578	COLL, MICHAEL T.	0.014039	1 1	0.014039
187580	COLL, RICHARD KEITH	0.014039	1	0.014039
187582	COLL, SALLY RODGERS	0.080057		0
197668 59921	COLUMBIA RIVER RESOURCES, INC.	0.074243 0.067243	1 1	0.074243 0.067243
195801	CONE, KATHLEEN TRUST, DEC'D (KGC)	0.100862	- 	0.007243
195800	CONE, KENNETH G.	0.095039		Ö
195685	CONE, RANDY LEE	0.033621		0
195700	CONE, TOM R.	0.076537		0 00000
238550 239002	DETEMPLE, MELANIE COLL DEVON ENERGY PRODUCTION CO., LP	0.002864 0.026739	1 1	0.002864
275125	E. G. L. RESOURCES, INC.	0.117871	1 1	0.117871
294100	EXPLORERS PETROLEUM CORP.	0.067241	1	0.067241
295514	F & J ENERGY PARTNERS, LTD.	0.080543	1	0.080543
320520 340839	FIRST ROSWELL COMPANY	0.055737 0.003210	1	0.055737
338612	GENDRON, J. W. GFB ACQUISITION - 1, LP	0.114987	 	0.114987
350482	GOODNOW, DAVID	0.002159		0
395080	HANSON-MCBRIDE PETROLEUM CO.	0.104975	1	0.104975
990210	HARVEY E. YATES COMPANY	0.507310	1-1-	0.507310 0.000269
433501 433505	HODGE, JOSEPH R. HODGE, SANFORD J. III	0.000269 0.000576	1 1	0.000269
434195	HOLDEN, ELSIE G., TESTAMENTARY	0.001319		Ö
435136	HOLLYHOCK, LTD	0.325241	1	0.325241
468715	JALAPENO CORPORATION	0.101898	1	0.101898
484200	JOHNSON, S. P. III & BARBARA J.	0.067337	1	0.067337
490874 491169	KAWASAKI, DR. ISAAC A. KELLER, BETSY H.	0.002106 0.001319		Ö
517275	LANGDALE CORPORATION	0.040393	1 1	0.040393
545370	LODEWICK, JOHN W.	0.325242	1	0.325242
545390	LODEWICK, LAURA PATRICIA	0.325242	1 1	0.325242 0.075691
568671 569800	MARKS OIL INC. MARSHALL & WINSTON, INC.	0.075691 0.074708		0.074708
48700	MCCOWN, CATHIE CONE	0.083703		0
602900	MEWBOURNE, CURTIS W.	0.161573	1	0.161573
619420	MOORE, CHARLES CLINE	0.004128		0
621000 622500	MOORE, MICHAEL HARRISON	0.012154 0.012154		0
623002	MOORE, RICHARD L. MOORE, STEPHEN SCOTT ESTATE	0.012154	 	
640010	MYCO INDUSTRIES, INC.	1.625054	1	1.625054
646168	NEARBURG EXPLORATION COMPANY	9.436103	1	9.436103
325455	OLIVER, WILLIAM B. TRUST	0.005077		0.530185
674760	OZARK (GAS) / ALTURA (OIL) OZARK EXPLORATION, INC.	0.530185 0.525327	1 1	0.525327
682410	PANHANDLE ROYALTY COMPANY	0.434066	1 1	0.434066
709935	PITCH ENERGY CORPORATION	0.127640	1	0.12764
676525	PJC LIMITED PARTNERSHIP	0.067337	1 '	0.067337
739368	REYNOLDS, FRED N.	0.080543	1 1	0.080543 0.040393
771197 775185	RUTHEA, INC.	2.229919	 	2.229919
787789	SCHUMAN, ADOLPH P.	0.002138		0
797400	SHARBRO OIL LIMITED COMPANY	0.414960	1	0.414960
835495	SOUTHWEST ROYALTIES, INC.	1.690908	11	1,690908
836430 839700	SPACE BUILDING CORPORATION SPIRAL, INC.	0.005803 1.086602	1 1	1.086602
896762	TRANSREPUBLIC RESOURCES, LTD	0.004842	1 1	0.004842
989605	TRUST Q U/W/O PEGGY A. YATES	0.298393	1 1	0.298393
912530	UNIT PETROLEUM COMPANY	2.432449		0.00457
929018	VAN VRANKEN, FREDERICK, JR.	0.004574 0.736598	11	0.004574
925740 928655	VINTAGE PETROLEUM, INC. VOIGT, WILMA EVELYN	0.736598	1	0.334424
994100	YATES DRILLING COMPANY	2.131806	1	2.131806
982931	YATES ENERGY CORPORATION	0.213674	1	0.213674
999900	YATES PETROLEUM CORPORATION	68.367068	1	68.367068
992701 994400	YATES, ESTATE OF LILLIE M. YATES, JOHN A.	0.414960 0.298400	1 1	0.414960
307700	IAICO, OOINA.	0.230400		0.230400
		100.000000		5.313329

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its

heirs, devisees, assignees or successors	in interest.
EXECUTED this 18 day of December	, 2003.
TRACT	ABO PETROLEUM CORPORATION By: John A. Yates, Jr Address: 105 South Fourth Street Artesia, NM 88210
ACKNOWL	EDGMENT
STATE OF New Mexico) ss.	
The foregoing instrument was acknow	ledged before me this 18th day of December r. , Attorney-in-Fact of Mexico corporation, on behalf of Notary Public OFFICIAL SEAL Susen Vierra NOTARY PUBLIC-STATE OF NEW MEXICO My commission expires: 11-21-35
	cknowledgment wy tommsson capites.
COUNTY OF	
2003, by	edged before me this day of,
My Commission Expires:	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and J heirs, devisees, assignees o		ng upon the undersigned, its
EXECUTED this 17th day of	NOVEMBER , 2003.	
	By:E	RNIE BELLO
	Address	3325 ALA AKULIKULI
TRACT'		HONOLULU, HAWAII 96818
	ACKNOWLEDGMENT	
STATE OF)) ss.	
COUNTY OF)	
		ore me this day of of of of of corporation, on behalf of
said corporation.	, a	_corporation, on behalf of
My Commission Expires:	Notary	Public
-	Individual Acknowledgme	ent
COUNTY OF HINOUR	<u>)</u> ss.)	
The foregoing instrument 2003, by Exic 5	was acknowledged befo	re me this $\frac{17}{40}$ day of $\frac{1}{40}$,
My Commission Expires: $4-22-2007$	Novary	Public Edi
(77 700)	ANIN	H. ELLS

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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heirs, devisees, assignees or successors in interest.

This Ratification and Joinder shall be binding upon the undersigned, its EXECUTED this 2 day of December, 2003. Culrely Blanton Address: Po Box 53 TRACT ___ ACKNOWLEDGMENT) ss. The foregoing instrument was acknowledged before me this _____ day of 2003, by _____, or ______, or ______, corporation, on behalf of said corporation. My Commission Expires: Notary Public Individual Acknowledgment STATE OF OKlahoma) ss.
COUNTY OF Cliviand) The foregoing instrument was acknowledged before me this 2 Nd day of Nec. My Commission OFFICIAL SEAL PUBLIC Lore Steury OOOO8750 Cleveland County
OSTATE OF Commission Expires Jun. 27, 2004

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this graday of November , 2003.

	Frances B. Bunn
	By: Francis Burn
TRACT	Address: 2493 Maki Li Heights Drive Honolulu, HI 96822
	ACKNOWLEDGMENT
STATE OF)
COUNTY OF) ss.)
said corporation.	ment was acknowledged before me this day of of, of, a corporation, on behalf of
My Commission Expires:	Notary Public
	Individual Acknowledgment
STATE OF Hanau City of Honolulu) ss.)
The foregoing instrum 2003, by F	RANCE BUNN BUNN
My Commission Expires: 9-[3-7007	MOTARA Public Post Post Post Post Post Post Post Post

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument. the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this gray of November, 2003. blobets. Bum Address: 2493 Makin Heights Drive Honolaly HI 96522 TRACT __ ACKNOWLEDGMENT STATE OF COUNTY OF The foregoing instrument was acknowledged before me this _____ day of _, 2003, by , a ______corporation, on behalf of said corporation. My Commission Expires: Notary Public Individual Acknowledgment The foregoing instrument was acknowledged before me this 10 day of 100, , B, by ROW, B. BUNN

Commission Expires:

7-13-2007

The foregoing instrument was acknowledged before me this 10 day of 100, , and the sum of 100 day of 100, and the sum of 100, and the s My Commission Expires:

OF HAMIN

9-13-2007

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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neirs, devisees, assignees	or successors in interest.
EXECUTED this 5th day	of <u>November</u> , 2003.
	By: Charles H. Coll
	By: Charles H. Coll
TRACT	Address: P.O. Box 1818 Roswell, NM 88202-1818
•	ACKNOWLEDGMENT
STATE OF) ss.)
, 2003, by	ment was acknowledged before me this day of of, of of, a corporation, on behalf of
said corporation.	
My Commission Expires:	Notary Public
	Individual Acknowledgment
STATE OF NEW MEXICO	<u>)</u>) ss.
COUNTY OF CHAVES	
The foregoing instrume 2003, by <u>Charles H. Col</u>	ent was acknowledged before me this 5th day of November
My Commission Expires: March 21, 2004	Notary Hiblic

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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EXECUTED this 20 day of Nove	masa 2003
EXECUTED this Journal of Trons	1 1
	Mild
	By: COLC
	0 0
mp a Cur	Address: 1308 hupefullo
TRACT	WATNUT CF CF 74546
AC	CKNOWLEDGMENT
STATE OF	
COUNTY OF)	
	acknowledged before me this day of _
, 2003, by	o.f.
said corporation.	a corporation, on behalf of
My Commission Expires:	
	Notary Public
Individ	dual Acknowledgment
•	
STATE OF California.	
COUNTY OF Coutra Costa)	
The foregoing instrument was a 2003, by Chris Coll	cknowledged before me this 🐠 day of 🎾 ,
•	······································
Chara lo Zool Part Scare Comm	# 1347208 Notary Public
IN SER NOTARY PU	BLIC CALIFORNIA Costa County xpires March 19, 2008
My Comm. to	things.

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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EXECUTED this 5thday	of <u>November</u> , 2003.
	By: Clarke C. Coll
TRACT	Address: P.O. Box 1818 Roswell, NM 88202-1818
	ACKNOWLEDGMENT
STATE OF)) ss.
COUNTY OF) ss.)
, 2003, by	ment was acknowledged before me this day of of of corporation, on behalf of
said corporation.	*
My Commission Expires:	Notary Public
	Individual Acknowledgment
STATE OF NEW MEXICO	<u>)</u> ss.
COUNTY OF CHAVES)
The foregoing instrume 2003, byClarke C. (ent was acknowledged before me this 5th day of November Coll.
My Commission Expires: March 21, 2004	Notary Public

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EXECUTED this <u>5th</u> day of	- Ellell
	By: Eric J. Coll
TRACT	Address: P.O. Box 1818 Roswell, NM 88202-1818
	ACKNOWLEDGMENT
STATE OF)) ss.
	nt was acknowledged before me this day of of, a corporation, on behalf of
My Commission Expires:	Notary Public
	Individual Acknowledgment
STATE OF NEW MEXICO COUNTY OF CHAVES	<u>)</u> ss.
	nt was acknowledged before me this <u>5th</u> day of <u>Novemb</u> er
My Commission Expires: March 21, 2004	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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EXECUTED this 5th day of November , 2003.	
By: Jon F	. coll
TRACT Address: P. Ro	O. Box 1818 Dswell, NM 88202-1818
ACKNOWLEDGMENT	
STATE OF) ss.	
The foregoing instrument was acknowledged before me, 2003, by, a, corpsaid corporation.	e this day of of oration, on behalf of
My Commission Expires: Notary Publi	.c
Individual Acknowledgment	
STATE OF NEW MEXICO) COUNTY OF CHAVES)	
The foregoing instrument was acknowledged before me 2003, byJon F. Coll	this 5th day of November
My Commission Expires: March 21, 2004 Notary Publ	Qum_

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heirs, devisees, assignees or successors in interest.

This Ratification and Joinder shall be binding upon the undersigned, its EXECUTED this 21 day of November, 2003. Address: 7335 Willa Willa ()-TRACT ACKNOWLEDGMENT COUNTY OF The foregoing instrument was acknowledged before me this _____ day of _, 2003, corporation, on behalf of , a said corporation. My Commission Expires: Notary Public Individual Acknowledgment STATE OF Texas) ss. COUNTY OF BENUE My Commission Expires:

VERONICA F. MARTINOTARY Public

NOTARY PUBLIC

STATE OF TEXAS

My Comm. Exp. 10-06-04

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this 18 day of November, 2003. Kun J. Coll

By: Ken J. Coll Address: 4623 Burnet AVC Sheman Daks, MA 91403 TRACT ____

ACKNOWLEDGMENT

STATE OF) ss.			
COUNTY OF)			
The forego:	ing instrument was	acknowledged bef	fore me this	day of
		a	_corporation,	on behalf of
said corporation	1.			
My Commission Ex	xpires:	Notary	Public	
STATE OFCOUNTY OF	Individe) ss.	dual Acknowledgm	ent R	
	ng instrument was a	cknowledged befo	ore me this 18	_ day of <u>Nov,</u>
My Commission	NO NO	MARIBEL F. BOGUE COMM. #1368617 TARY PUBLIC-CALIFORNIA	Public	

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument. the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this Jeday of D60000 , 2003. MAX W. COLYI Address: 1430 CANYON Road
SANTA FE, NM
6134 TRACT __ ACKNOWLEDGMENT STATE OF COUNTY OF The foregoing instrument was acknowledged before me this _____ day of _, 2003, by ____ ____corporation, on behalf of ____, a ____ said corporation. My Commission Expires: Notary Public

Individual Acknowledgment

				•
STATE OF NOW MEXICO	<u>)</u>			
COUNTY OF SNTA FE) ss.)			
The foregoing instrument 2003, by WOK U	t was acknowle	edged before me	this TIK	day of DC.
My Commission Expires: Cujust 9, 2007	7	10	•	Van 24 zel

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 13 day of November, 2003.

	more ello
	By: Max W Coll III
TRACT	Address: US Hwy380 Box 4(Bingnam, NM 87832
STATE OF New Marie) COUNTY OF Socom)	OFFICIAL SEAL Andrea Hedgeman NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 21500
The foregoing instrument was acknowl 2003, by, a	day of of corporation, on behalf of
My Commission Expires:	Notary Public
Individual Ack	knowledgment
STATE OF	
The foregoing instrument was acknowle 2003, by	edged before me this day of,
My Commission Expires:	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other which the undersigned may be found to have an oil or gas interest.

interests in unitized substances, covering any lands within the Unit Area in This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this 17 day of TAN, , 2004. Address: 3722 E. Walhersfield Rd. Phoenix AZ 85032 TRACT __ ACKNOWLEDGMENT The foregoing instrument was acknowledged before me this _____ day of _, 2003, by ____ , a ______ corporation, on behalf of said corporation. My Commission Expires: Notary Public Individual Acknowledgment STATE OF ANIZONA) ss.

COUNTY OF Maricipa) MYLISA LEWIS
Notary Public - Arizona
Maricopa County
My Commission Expires
May 11, 2007 My Commission Exp

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 10 day of NOVEMBER , 2003.

February 11, 2006

TRACT	Address: 40% ALCOFU, RD FALLON, W. 89406
<u>AC</u>	KNOWLEDGMENT
STATE OF) ss.	
COUNTY OF)	
, 2003, by,	acknowledged before me this day of of a corporation, on behalf of
said corporation. My Commission Expires:	Notary Public
Individu	ual Acknowledgment
COUNTY OF Churchil) ss.	LOUISE A. WILSON Notary Public - State of Nevada Appointmen! Recorded in Washoe County No: 94-3248-2 - Expires Fobruary 11, 2006
The foregoing instrument was account to the foregoing in the foreg	cknowledged before me this $\frac{19}{19}$ day of $\frac{100}{19}$,
My Commission Expires: February 11, 2006	Motary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification a heirs, devisees, assigne			on the unde	ersigned, its
EXECUTED this <u>19</u> day	y of November	, 2003.		
		By: Shar	on Sti	cke
TRACT 4		Address: _f.	D. Box 4454 Chiza Falls, T	1 X 76308
	ACKNOWLED	GMENT		
STATE OF Texus) ss.			
My Commission Expires:	NATHAN HYMEL NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 10-04	corpo		day of of of on behalf of
STATE OF	<u>)</u>			
COUNTY OF				
The foregoing instruction 2003, by	ument was acknowled	dged before me	this	day of,
My Commission Expires:				
		Notary Publi	C	

Polumbia River Presiders

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 18th day of November, 2003.

	KATHLEEN CONE TEST TRUST FBG)
	CHILDREN OF TOM CONE	
	Bank of Oklahoma, Successor Trustee	
	By: Assi Vice President and Trust Office	r
	TAXID #73-139561	P.O. Box 1588
TRACT	Account #33-0014-01-0	Tulsa, OK 74101
	•	
ACKN	OWLEDGMENT	
STATE OF Oklahome)		
COUNTY OF Tulke) ss.		
The foregoing instrument was ack Noumbur 2003, by J. Mark C. Rank of Oklohome, N.A., as said corporation.	hoplin, Asst. Vice	8th day of President of on behalf of
EMy Commission Expires:	Notary Public	
	Comm. No. 010121	523
Individua	l Acknowledgment	
STATE OF		
COUNTY OF)		
The foregoing instrument was ackr 2003, by		day of
My Commission Expires:	Notary Public	

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this 19 day of Oct. , 2003. Melanie Coll Detemple By: Melai Cael Dy Address: 5453 Tobias Ave. TRACT ___ Von my), (4 91411 ACKNOWLEDGMENT STATE OF _____ COUNTY OF _ LA The foregoing instrument was acknowledged before me this 19 day of ()(<u>+.</u>, 200¥, by _____corporation, on behalf of said corporation. My Commission Expires: Notary Public Individual Acknowledgment COUNTY OF LOS Angeles ss. The foregoing instrument was acknowledged before me this 19th day of October 2004, by Melanic De Temple Ty Commission Expires: TRACEY WOLFSON Commission # 1425501

Notary Public - California Los Angeles County By Comm. Expires Jul 2, 2007

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this & day of DECEMBER , 2003.

My Commission Expires:

W. WE STERRY

By: WORD

Address: P.O. Box 10826

MICHARA, TX 79702

	ACKNOWLEDGMENT
	STATE OF IEXAS) COUNTY OF MICHARD)
Dei	The foregoing instrument was acknowledged before me this $\frac{\partial D}{\partial D}$ day of ELL DESCURES INC., a TEXAS corporation, on behalf of said corporation.
	My Commission Expires: JESSICA LOPEZ MY COMMISSION EXPIRES March 6, 2007 My Commission Expires March 6, 2007
	Individual Acknowledgment
	STATE OF
	COUNTY OF)
	The foregoing instrument was acknowledged before me this day of, 2003, by

Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this 22 day of December, 2003. EXPLORERS PETROLEUM CORPORATION ge M. Yates, President Address: P. O. Box 1933 Roswell, New Mexico 88202-1933 TRACT ACKNOWLEDGMENT STATE OF NEW MEXICO) ss. COUNTY OF CHAVES The foregoing instrument was acknowledged before me this $22\sqrt{}$ December 2003, by George M. Yates , President EXPLORERS PETROLEUM CORPORATION , a Delaware on behalf of corporation, said corporation. Usano L. Masshall
Notary Public My Commission Expires: 12/03/04

·	Individual Acknowledgment
STATE OF	<u>)</u>
COUNTY OF) ss.)
The foregoing instrume 2003, by	nt was acknowledged before me this day of,
My Commission Expires:	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its

heirs, devisees, assignees or successors	s in interest.
EXECUTED this 10th day of November	
	F & J ENERGY PARTNERS, LTD. FRED N. REYNOLDS, MANAGER
	By: Frede. Reylds, Monag
TRACT	Address: 420 Throckmorton, Ste 630 Fort Worth, TX 76102-3723
ACKNOWI	LEDGMENT
STATE OF TEXAS)	
COUNTY OF TARRANT)	
The foregoing instrument was acknown to the foregoing in the foregoing in the foregoin	nolds , Manager of
My Commission Expires:	Caral H. Freeman Notary Public
CAROL H. FREEMAN MY COMMISSION EXPIRES February 26, 2007 Individual A	acknowledgment
STATE OF	
COUNTY OF	
2003, by	ledged before me this day of,
My Commission Expires:	
ily committed in price.	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

President

Address: Post Office Box 1797

Roswell, NM 88202-1797

EXECUTED this 11thday of November , 2003.

TRACT 45, 46, 47, 48, 49 & 50

	ACKNOWLEDGMENT
CENTER OF MEN MENTO	,
STATE OF NEW MEXICO	/ · ss.
COUNTY OF CHAVES)
COUNTY OF CHAVED	
The foregoing instrumen	t was acknowledged before me this 11th day of
	mas E. Jennings , <u>President</u> of
First Roswell Company	, a <u>New Mexico</u> corporation, on behalf of
said corporation.	Kay Srader
My Commission Expires:	Lau Lander
30. November 2007	Notary Public
Ju November 2007	nobally quality
MACUBLIC (S)	
	Individual Acknowledgment
	,
STATE OF	
COUNTY OF)
COUNTY OF	· · · · · · · · · · · · · · · · · · ·
The foregoing instrument	was acknowledged before me this day of ,
2003, by	
•	
M. G. Markey B. J.	
My Commission Expires:	Notany Dubli-
	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

heirs, devisees, assignees or successors in interest.

This Ratification and Joinder shall be binding upon the undersigned, its EXECUTED this 14th day of November , 2003. Address: P O BOX 3638 TRACT MIDLAND, TEXAS 79702 ACKNOWLEDGMENT) STATE OF TEXAS) ss. COUNTY OF MIDLAND The foregoing instrument was acknowledged before me this 14th day of NOV, 2003, by <u>GREGORY F. BAIANO</u>, <u>PRESIDENT</u> of GFB ACQUISITION-1, LP , a <u>TEXAS</u> corporation, on behalf of said corporation. Notary Public Resentes My Commission Expires: PHYLLIS R GUNTER PHYLLIS R. GUNTER MY COMMISSION EXPIRES May 21, 2005 Individual Acknowledgment STATE OF COUNTY OF The foregoing instrument was acknowledged before me this ____ day of ____ 2003, by _____

Notary Public

My Commission Expires:

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

EXECUTED this 13thday of November	
	HANSON-MCBRIDE PETROLEUM COMPANY, LLC by McBRIDE OIL & GAS CORPORATION, Managing Member
	By: May Willis, Vice President
TRACTS: 9a,10a,10b,10c,11a,14,15 50b,50cm50d,50e,50f,51	Address: P.O. Box 1515 Roswell, NM 88202
STATE OF NEW MEXICO) ss.	
The foregoing instrument was ackno	wledged before me this 13th day of
November 2003, by Ray Willis	New Mexico corporation, as managing member
of HANSON-McBRIDE PETROLEUM COMPANY, LLC.	
My Commission Expires: August 29, 2005	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 2 Aday of December, 2003.

By:

Centre M. Yates, President

ACKNOWLEDGMENT

STATE OF NEW MEXICO	<u> </u>
) ss.
COUNTY OF CHAVES	
	ument was acknowledged before me this 22 hd day of _
cember, 2003, by	George M. Yates , President of
HARVEY E. YATES COMPANY	, a <u>New Mexico</u> corporation, on behalf of
said corporation.	
	1 Jan 1 M
My Commission Expires:	Clanch II what
<u> </u>	Notary Public
•	
1	Individual Acknowledgment
STATE OF	1
SIAIE OF	
COUNTY OF)
COONTI OF	/
The foregoing instru	ment was acknowledged before me this day of ,
2003, by	day of
4-4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
My Commission Expires:	
	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in

which the undersigned may be found to have an oil or gas interest. This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this $\frac{22}{\text{day}}$ of $\frac{\text{Feb}}{\text{eb}}$, 2008. Med they By: 5 Pm/g/ Halge Address: P. O. LOK 5238

AUSTA 71 7876) TRACT ____ ACKNOWLEDGMENT) ss. COUNTY OF _ The foregoing instrument was acknowledged before me this _____ day of ___corporation, said corporation. My Commission Expires: Notary Public Individual Acknowledgment STATE OF Texas)
COUNTY OF Lavis) The foregoing instrument was acknowledged before me this ATH day of Feb., 2008, by Randall Lolge. My Commission Expires PATRICIA L. HUTCHINSON NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES MY COMMISSION EXPIRES

JULY 5, 2007

Joseph R. Hadge

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, the undersigned hereby expressly joins said Unit Agreement and ratifies, approves, adopts, and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

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

EXECUTED this /

day of Dac., 2003.

	-	
	Signed:	Addend
	Address:	4873 NW Promenade to #173
		Porland, OR 97729
TRACT		•
STATE OF Oregon):ss	3	
COUNTY OF Washington)		٠, ٠
The foregoing instruday of December , 2003	ment was a B, by <u>Rick</u>	cknowledged before me this
My commission expires:	Za	dldB:
Notary Public		



In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

PO Box 1608

EXECUTED this 24 day of November , 2003.

TRACT	Albuquerque, NM 87103-1608
AC	CKNOWLEDGMENT
	TOTO NO DE CONTROL DE
STATE OF New Mexico) ss.	
COUNTY OF Bernalilb)	
The foregoing instrument was a Nov., 2003, by Harvey E Jalapeño Corporation, said corporation.	Acknowledged before me this 24th day of Yates, Jr., President of a Nevada corporation, on behalf of
My Commission Expires: Oct. 28, 2005	Mane St. Gregge Notary Public
Individ	OFFICIAL SEAL Anne W. Riggs NOTARY PUBLIC NOTARY PUBLIC STATE OF NEW MEYICO
STATE OF	My Commission Expires: 10 28 0 3
COUNTY OF) ss.	
The foregoing instrument was a 2003, by	cknowledged before me this day of,
·	
My Commission Expires:	
	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 10th day of November, 2003.

	By: 5. P. Johnson III
	Address:
TRACT	
	ACKNOWLEDGMENT
GMAMIL OF	ACRIOWIDEDGFIERT
STATE OF)	
COUNTY OF	
2003. by	was acknowledged before me this day of of, a corporation, on behalf of
said corporation.	, acorporation, on behalf of
My Commission Expires:	
	Notary Public
Ir	ndividual Acknowledgment
STATE OF NEW MEXICO	<u>`</u> <u>s</u>
COUNTY OF CHADES	
2003, by Sof Johnson #	was acknowledged before me this 10 day of Nov.
JOHNON RUST	
My Commission Expires:	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its

heirs, devisees, assignees or successors in interest.

EXECUTED this day of Volember, 2003. Langdale Corporation

By: An HUMLy

Fres, den t Address: PO Box 3189
Palos Verdes, CA 90274 TRACT ____ ACKNOWLEDGMENT COUNTY OF COS ANGELES) ss. The foregoing instrument was acknowledged before me this day of 2003, by AND HUNTER, PRESIDEN on behalf of said corporation.

My Commission Expires: on behalf of VIVIAN P. UPEGUI Hotary Public COMM. # 1324573

LOS ANGELES COUNTY COMM. EXP. CO My Commission Expires: 10/23/2005 LOS ANGELES COUNTY O COMM. EXP. OCT. 23, 2005 Individual Acknowledgment STATE OF COUNTY OF The foregoing instrument was acknowledged before me this ____ day of ____ 2003, by ____ My Commission Expires: Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this C day of November 2003.

BY: JOHN W LODENICK Address: 3305 WENTWUD
DALLAS, +x 75225 TRACT ____ ACKNOWLEDGMENT STATE OF COUNTY OF __ The foregoing instrument was acknowledged before me this _____ day of _, 2003, by corporation, on behalf of said corporation. My Commission Expires: Notary Public Individual Acknowledgment COUNTY OF DALLS) The foregoing instrument was acknowledged before me this $\frac{c}{v}$ day of $\frac{uv}{v}$, 2003, by JOHN W. LOOGWICK MARINA E CHAVEZ Notary Public B My Commission Expires: 10-28-07

State of Texas
Comm. Exp.10-28-2003

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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heirs, devisees, assignees or successors in interest.

which the undersigned may be found to have an oil or gas interest. This Ratification and Joinder shall be binding upon the undersigned, its EXECUTED this 6 day of November , 2003. BY: LAVRA PATRICIO LODONICK Address: SII NEWKLL
DALWS TX 75223 TRACT ____ ACKNOWLEDGMENT STATE OF COUNTY OF The foregoing instrument was acknowledged before me this _____ day of by 2003, corporation, on behalf of , a said corporation. My Commission Expires: Notary Public Individual Acknowledgment STATE OF TEXOS : COUNTY OF DALLAS The foregoing instrument was acknowledged before me this () day of MOV, 2003, by LAVRA PATRICIA LOGINICK Motary Public Chave My Commission Expires: 10-28-07

MARINA E CHAVEZ NOTARY PUBLIC State of Texage Comm. Exp. 10-28-2007

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 8th day	of April	, 200.4.	
ATTEST: By: Ship Ship Ship Ship Ship Ship Ship Ship	leles cretary	MARKS OIL, INC. By: Stephen K. Marks,	Mule
TRACT		Address: 1775 Sherm Denver, CO	an Street, Suite 2990 80203
	ACKNOWL	EDGMENT	
STATE OFCOLORADO)		
COUNTY OF DENVER) ss.)		
The foregoing instruction April, 200 4, by Marks Oil, Inc. said corporation. My Commission Expires:	ment was acknow Stephen K. Ma	vledged before me this rks Preside Colorado corporation Motary Public	ent of
		-	
	Individual A	cknowledgment	
STATE OF)		
COUNTY OF) ss.)		
The foregoing instrume	ent was acknowl	edged before me this _	day of,
My Commission Expires:			
		Notary Public	

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder sha heirs, devisees, assignees or successor	all be binding upon the undersigned, its rs in interest.
EXECUTED this 12th day of November	, 2003.
	· ·
ATTEST:	MARSHALL & WINSTON, INC.
By: Charles & Thue	By Oleman & Charle
Charles G. Rice Secretary-Treasurer	Clarence R. Chandler President
TRACT	Address: P. O. Box 50880 Midland, TX 79710-0880
ACKNO	WLEDGMENT
STATE OF)	
COUNTY OF MIDLAND)	
The foregoing instrument was ackn	
	ndler , <u>President</u> of <u>Nevada</u> corporation, on behalf of
said corporation.	M P 11
My Commission Expires.	Notary Public, State of Texas
GINA L. HICKMAN Notary Public State of Texas	, , <u>, , , , , , , , , , , , , , , </u>
Comm. Expires 10-14-2004	Admost ademont
	Acknowledgment
STATE OF) ss.	
COUNTY OF)	
The foregoing instrument was acknown 2003, by	owledged before me this day of,
•	
My Commission Expires:	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this 6 day of December, 2003. CWM 2000-C, LTD. CWM 2000-C, Company, LLC General Partner Curtis W. Manager Address: P.O. Box 7698 TRACT ___ Tyler, Texas 75711 ACKNOWLEDGMENT STATE OF TEXAS) ss. COUNTY OF SMITH The foregoing instrument was acknowledged before me this CWM 2000-C Company, LLC , a Texas Limited Liability Company, Partner of CWM 2000-C, LTD., a Texas Limited Partnership. My Commission Expires: Public R.D. SHARPLING Notary Public STATE OF TEXAS My Comm. Exp. 12-14-2004 Individual Acknowledgment STATE OF ___ ss. COUNTY OF The foregoing instrument was acknowledged before me this ____ day of __ My Commission Expires: Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

_ , 2003.

ESTATE OF LILLIE M. YATES MYCO INDUSTRIES, INC.

SHARBRO OIL LIMITED COMPANY

EXECUTED this 7 day of November

Nov

	By: Flank (Jak) Frank Yates, Jr. Attorney-in-Fact,
	Manager of Sharbro OIl LImited Company Address: 105 South Fourth Street
TRACT	Address: 103 South Fourth Street Artesia, NM 88210
ACKNOWLE	DGMENT
STATE OF New Mexico)	
COUNTY OF <u>Eddy</u>)	
ember, 2003, by Frank Yates, Jr	ledged before me this 7th day of of corporation, on behalf of
said corporation.	
My Commission Expires:	Notary Public
Individual Ac	knowledgment
STATE OF	
COUNTY OF)	
The foregoing instrument was acknowled 2003, by	edged before me this day of,
My Commission Expires:	
	Notary Public

ACKNOWLEDGMENT

STATE OF NEW MEXICO	}
	} §
COUNTY OF EDDY	}

The foregoing instrument was acknowledged before me this 7th day of November, 2003, by Frank Yates, Jr., as Attorney-in-Fact for Myco Industries, Inc. and The Estate of Lillie M. Yates, all New Mexico corporations on behalf of said corporations and as Manager of Sharbro Oil Limited Company.

My commission expires 11-21-05

OFFICIAL SEAL Susan Vierra

NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: ________

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this ____day of _____, 2003. NEARBURG EXPLORATION COMPANY, L.L.C. Attorney-in-Fact Address: 3300 North "A" St., Bldg. 2, S-120 Midland, Texas 79705 TRACT _ ACKNOWLEDGMENT STATE OF TEXAS) ss. COUNTY OF MIDLAND The foregoing instrument was acknowledged before me this 1st day of March, 2004 2003, by Robert G. Shelton, Attorney-in-Fact of Nearburg Exploration Company, L.L.C., a Texas - Gerporation, on behalf of said corporation. limited liability company Notary Public De Wallo company. My Commission Expires: 5-25-2004 DIXIE D. WALTON Notary Public STATE OF TEXAS W Comm. Elnds/25/2001 Acknowledgment STATE OF SS. COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of ____

Notary Public

2003, by ____

My Commission Expires:

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 6th day of November	, 2003.
TRACT	OZARK EXPLORATION, INC. By: E. L. SMITH III, President Address: 3838 OAK LAWN AVE., STE. 1525 DALLAS, TEXAS 75219
ACKNOWLEDO	GMENT
COUNTY OF DALLAS)	
The foregoing instrument was acknowled 2003, by E. L. SMITH III OZARK EXPLORATION, INC. , a Text said corporation. My Commission Expires C3-13-06 My Commission Expires C3-13-06	dged before me this 6th day of November of of as corporation, on behalf of Notary Public
Individual Ackn	owledgment
STATE OF	
The foregoing instrument was acknowled 2003, by	ged before me this day of,
My Commission Expires:	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

which the undersigned may be found to have an oil or gas interest. This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this 6th day of November , 2003. Panhandle Royalty Company HW Peace II, President Address: 5400 N. Grand Blvd., Suite 210 Oklahoma City, OK. 73112 TRACT ACKNOWLEDGMENT STATE OF Oklahoma COUNTY OF Oklahoma The foregoing instrument was acknowledged before me this 6th day of November, 2003, by <u>HW Peace II</u>, <u>President</u> of Panhandle Royalty Company, an <u>Oklahoma</u> corporation, on behalf of said corporation, said corporation, WANDA C. TUCKER Manda C. Tucku Notary Public My Commission Explicate) Oklahoma County Notary Public in and for State of Oklahoma Commission # 02016965 Expires 11/28/06 Individual Acknowledgment COUNTY OF The foregoing instrument was acknowledged before me this ____ day of ____, 2003, by ____ My Commission Expires: Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

heirs, devisees, assignees or successors in interest.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest. This Ratification and Joinder shall be binding upon the undersigned, its EXECUTED this 3rd day of March , 2001. TRACT ___ ACKNOWLEDGMENT STATE OF NEW MEXICO COUNTY OF Factor The foregoing instrument was acknowledged before me this 3rd - coes2004 by Johnny C. Gray, resident corporation, a Manufexico corporation, on said corporation. on behalf of OFFICIAL SEAL
Melamie J. Parker
Melamie J. Parker
MITTARY PUBLIC STATE OF NEW MEXICO My Commiss Notary Pul commission expires: Crt 24,200 Individual Acknowledgment The foregoing instrument was acknowledged before me this ____ day of ____ 2003, by _____

Notary Public

My Commission Expires:

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, heirs, devisees, assignees or successors in interest.	its
EXECUTED this 6 day of 200. , 2003.	
Al Limited Partnership By: Latricial Corper	
Address:	
ACKNOWLEDGMENT	
STATE OF) ss. COUNTY OF)	
The foregoing instrument was acknowledged before me this day	of of f of
My Commission Expires: Notary Public	
Individual Acknowledgment	
STATE OF $N_{E(A)}M_{EX/AD}$) ss. COUNTY OF N_{AUFS})	
The foregoing instrument was acknowledged before me this & day of No. 2003, by 14+11/1/14 & Cooper General Winton & the fift //mitch	vember
My Commission Expires: While to 2004 Notary Public	

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 10thday of November , 2003. FRED N. REYNOLDS By: Fred as Reyeld Address: 420 Throckmorton, Ste 630 TRACT __ Fort Worth, TX 76102-3723 ACKNOWLEDGMENT STATE OF _____ COUNTY OF ___ The foregoing instrument was acknowledged before me this _____ day of __, 2003, by ____ ___corporation, ____, a ____ said corporation. My Commission Expires: Notary Public Individual Acknowledgment STATE OF TEXAS COUNTY OF TARRANT The foregoing instrument was acknowledged before me this 10th day of November 2003, by Fred N. Reynolds Carol D. Freynan Notary Public My Commission Expires:

> CAROL H. FREEMAN MY COMMISSION EXPIRES February 26, 2007

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 21 day of **NOUTABER**, 2003.

	Ruthea Incorporated
	GORDON JANDERSON, PRESIDENT
	By: May Sulle
TRACT	Address: 590 CRICKETFIELD CT THOUSAND OAKS, CA 91361
	ACKNOWLEDGMENT
STATE OF CALIFORNIA)) ss.
COUNTY OF VENTURA))
The foregoing instrume: NOV, 2003, by GO RUTHEA INC. said corporation.	nt was acknowledged before me this 21 day of ORDON J ANDERSON, PRESIDENT of of a NEYADA corporation, on behalf of
My Commission Expires: 6-07-2007	Delyoni Shach. Notary Public Bank Girosi
	Individual Acknowledgment Commission # 1422777 Notary Public County Ventura County My Comm. Expires Jun 7, 2007
STATE OF	<u>)</u>) ss.
COUNTY OF) 55.
The foregoing instrumen 2003, by	t was acknowledged before me this day of,
My Commission Expires:	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in

This Ratification and Joinder shall be effective as to the undersigned's which the undersigned may be found to have an oil or gas interest. This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this 18 day of December , 2003. YATES PETROLEUM CORPORATION SACRAMENTO PARTNERS LIMITED PARTNERSHIP Address: 105 South Fourth Street
Artesia, NM 88210 TRACT __ ACKNOWLEDGMENT COUNTY OF The foregoing instrument was acknowledged before me this _____ day of 2003, by ______corporation, on behalf of ____, a __ said corporation. My Commission Expires: Notary Public Individual Acknowledgment

STATE OF	New Mexico)
) ss.
COUNTY OF	Eddy)

The foregoing instrument was acknowledged before me this 18th day of December 2003, by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico

Corporation and as General Partner of Sacramento Partners Limited Partnership.

DEan My Commission Expires: 11-21-05 Notary Public OFFICIAL SEAL

Susan Vierra NOTARY PUBLIC-STATE OF NEW MEXICO My commission expires: 11-21-05

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 20 day of March, 20074

	By:	JON P. TATE VICE PRESIDENT
		SOUTHWEST ROYALTIES INC. PO BOX 11390
TRACT	Address: _	MIDLAND TX 79702-8390
ACKNO	WLEDGMENT	
STATE OF TEXAS) ss.		÷
COUNTY OF MIDLAND	owlodged before	me this 20 th day of
The foregoing instrument was ackn March, 20034 by Jon P. Ta Southwest Royal Hies, Inc., a	Delaware co	Vice President of orporation, on behalf of
said corporation. My Commission Expires:	Willean	: Poward
WILLIAM R HOWARD MY COMMISSION EXPIRES	Notary Pu	BIIC
May 28, 2005 Individual	Acknowledgment	
STATE OF		
COUNTY OF)	wladged before	mo this day of
The foregoing instrument was acknown 2003, by	wiedged before	me this day or,
My Commission Expires:	Notary Pu	blic

$\frac{\text{RATIFICATION AND JOINDER OF UNIT AGREEMENT}}{\text{AND}} \\ \underline{\text{UNIT OPERATING AGREEMENT}}$

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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which the undersigned may be found to have an oil or gas interest. This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest. EXECUTED this 20 day of December , 2003. M. Yates, President Address: P. O. Box 1933 Roswell, New Mexico 88202-1933 TRACT ACKNOWLEDGMENT STATE OF NEW MEXICO COUNTY OF CHAVES The foregoing instrument was acknowledged before me this 22% SPIRAL, INC. , a Delaware corporation, on behalf of , a <u>Delaware</u> said corporation. My Commission Expires: Notary Public 12/03/04 Individual Acknowledgment STATE OF ____ COUNTY OF ___ The foregoing instrument was acknowledged before me this ____ day of ____ 2003, by ____

Notary Public

My Commission Expires:

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

PRESTDENT

EXECUTED this 14thay of NOVEMBER , 2003.

	Address: P 0 BOX 3638
TRACT	MIDLAND, TEXAS 79702
ACKNOWLED	OGMENT
STATE OF TEXAS)	
COUNTY OF MIDLAND)	
, 2003, by <u>GREGORY F BAIAN</u> <u>TRANSREPUBLIC RESOURCES INC</u> , a <u>T</u>	edged before me this <u>14th</u> day of <u>Nov</u> O PRESIDENT of EXAS corporation, on behalf of
said corporation.	Phyllis A Gunter
My Commission Expires:	PHYLLIS R GUNTER
PHYLLIS R. GUNTER MY COMMISSION EXPIRES May 21, 2005	Notary Public
Individual Ack	nowledgment
STATE OF	
COUNTY OF)	
The foregoing instrument was acknowled 2003, by	dged before me this day of,
My Commission Expires:	
	Notary Public

In consideration of the execution of the Unit Agreement for the Development In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Patification and Joinder shall be hinding upon the

heirs, devisees, assignees or succ	cessors in interest.
EXECUTED this 18 day of Decem	ber , 2003.
TRACT	JOHN A. YATES, INDIVIDUALLY AND AS TRUSTEE OF TRUST Q U/W/O PEGGY A. YATES, DE By: John A Yates Address: 105 South Fourth Street Artesia, NM 88210
<u> </u>	ACKNOWLEDGMENT
STATE OF) ss.	
COUNTY OF)	
The foregoing instrument was, 2003, by	acknowledged before me this day of of
said corporation.	, acorporation, on behalf of
My Commission Expires: 11-21-05	Notary Public
<u>Indivi</u>	dual Acknowledgment
STATE OF New Mexico)	
COUNTY OF Eddy)	
The foregoing instrument was 2003, by John A. Yates, Individual	acknowledged before me this 18th day of December y and as Trustee of Trust Q u/w/o Peggy A. Yates, Dec.
My Commission Expires:	Notary Public

OFFICIAL SEAL Susan Vierra

NOTARY PUBLIC-STATE OF NEW MEXICO My commission expires: 11-21-05

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

heirs, devisees, assignees or successors in interest.

This Ratification and Joinder shall be binding upon the undersigned, its EXECUTED this / Vday of Mov., 2003. TRACT __ ACKNOWLEDGMENT STATE OF _____) ss. COUNTY OF The foregoing instrument was acknowledged before me this _____ day of _, 2003, by ____ said corporation. My Commission Expires: Notary Public

and to 10 10 10 10 10 10 10 10 10 10 10 10 10	Notary Public RAYMOND S. FERSKO	
My Commission Expires:	1201	
COUNTY OF Wer (011C)	knowledged before me this 12 day of November	√
STATE OF New York		
Individu	al Acknowledgment	

Notary Public, State of New York
Notary Public, State of New York
No. 02FE6093439
Qualified in New York County
Pertificate Filed in New York County
Commission Expires June 2, 2007

In consideration of the execution of the Unit Agreement for the Development and Operation of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 11-12 day of 1000 m ker 2003. Wilma & Voigt Address: 1103 N. Shore Vs.
Corlstand, N. M. 88220 TRACT ACKNOWLEDGMENT COUNTY OF The foregoing instrument was acknowledged before me this _____ day of _, 2003, by ____ said corporation. My Commission Expires: Notary Public Individual Acknowledgment The foregoing instrument was acknowledged before me this 1/ day of 1000m ker 2003, by Wilma Voist

My Commission Expires:

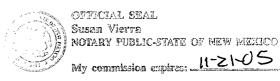
Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its

heirs, devisees, assignees or successors in	n interest.
EXECUTED this 18 day of December	, 2003.
	•
	YATES DRILLING COMPANY
	Lordon Marso
	Peyton Yates, Attorney-in-Fact
	region adea, Accorney in a dec
	Address: 105 South Fourth Street
TRACT	Artesia, NM 88210
ACKNOWLEDG	GMENT
STATE OF)	
COUNTY OF)	
The foregoing instrument was acknowled, 2003, by	of
said corporation.	corporation, on behalf of
My Commission Expires:	Notary Public
The state of the s	1.000.27
/Individual Ackn	owledgment
STATE OF New Mexico)	
COUNTY OF Eddy	
The state of the s	
The foregoing instrument was acknowledged and by Payton Vates Attorney-in-Fact for Vates	
2003, by Peyton Yates, Attorney-in-Fact for Y	aces Dilling Company
My Commission Expires:	Sizan VISDOM
11-21-05	Notary Public
	A CONTROL A 7 A 77 A 77 A 77 A 77 A 77 A 77 A 7



In consideration of the execution of the Unit Agreement for the Development and Operation of the NORTH DAGGER DRAW UPPER PENN UNIT, County of Eddy, State of New Mexico, dated October 1, 2003, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other

interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.
This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.
EXECUTED this 1st day of December , 2003.
YATES ENERGY CORPORATION By Fred G. Yates, President
TRACT Address: P. 0. Box 2323 Roswell, NM 88202-2323
ACKNOWLEDGMENT
STATE OF NEW MEXICO) COUNTY OF CHAVES)
The foregoing instrument was acknowledged before me this 1st day of December 2003 , by Fred G. Yates , President of TO Behalf of said corporation .
My Commission Expires: January 30, 2004 Notary Public
Individual Acknowledgment
STATE OF
COUNTY OF)
The foregoing instrument was acknowledged before me this day of, 2003, by
My Commission Expires: Notary Public

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

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

APPLICATION OF YATES PETROLEUM CORPORATION FOR STATUTORY UNITIZATION, EDDY COUNTY, NEW MEXICO.

CASE NO. 13227

APPLICATION OF YATES PETROLEUM CORPORATION FOR APPROVAL OF A WATERFLOOD PROJECT AND QUALIFICATION OF THIS PROJECT AREA FOR THE RECOVERED OIL TAX RATE PURSUANT TO THE NEW MEXICO ENHANCED OIL RECOVERY ACT, EDDY COUNTY, NEW MEXICO.

CASE NO. 13228

ORDER NO. R-12251

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on March 4, 2004, at Santa Fe, New Mexico, before Examiner Michael E. Stogner.

NOW, on this 20th day of December, 2004, the Division Director, having considered the testimony, the record, and the recommendations of the Examiner.

EINDS THAT:

- (1) Due public notice has been given and the Division has jurisdiction of this case and its subject matter.
- (2) The applicant in Case No. 13227, Yates Petroleum Corporation ("Yates" or "Applicant"), seeks: (i) the statutory unitization, pursuant to the "Statutory Unitization Act", Sections 70-7-1 through 70-7-21, as amended, NMSA (1978), for the purpose of instituting secondary recovery operations within the North Dagger Draw-Upper Pennsylvanian Pool (15472) comprising 5,612.95 acres, more or less, of State, Federal, and fee lands in Eddy County, New Mexico, to henceforth be known as the North Dagger Draw Upper Pennsylvanian Unit Area; and (ii) approval of the "Unit Agreement" and "Unit Operating

Order No. R-12251

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Agreement", which were submitted at the hearing as Applicant's Exhibit Nos. 3 and 5.

- (3) In Case No. 13228, Yates seeks authority:
 - (a) to institute a waterflood project within its proposed North Dagger Draw Upper Pennsylvanian Unit Area by the injection of water into the North Dagger Draw-Upper Pennsylvanian Pool, initially through the five following described existing wells to be converted from producing oil wells to injection wells; and
 - (b) to qualify this project for the recovered oil tax rate pursuant to the "Enhanced Oil Recovery Act," NMSA 1978, Sections 7-29A-1 through 7-29A-5, as amended.

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				the second second		-
30-015-26937	Ross "EG" Federal	Com. #5	A-19-198-25E	860' FN & EL.	7,725 7,908	
30-015-27053	Ross "EG" Federal	Com. #12	H-19-19S-25E	1980' FNL & 660' FI	SL 7,740 - 7,882	
30-015-26949				1980' FSL & 660' F		
	Dagger Draw "30-N"				7,620 - 7,826	
	Dagger Draw "30-N"				3L 7,654 - 7,827	

- (4) Cases No. 13227 and 13228 were consolidated at the hearing for the purpose of testimony.
- (5) The proposed North Dagger Draw Upper Pennsylvanian Unit Area is to comprise the following described lands in Eddy County, New Mexico:

TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM

Sections 16 and 17:

All

Section 18:

NE/4 NE/4, S/2 NE/4, SE/4 NW/4, S/2

Sections 19 through 21:

All

Sections 28 through 30:

All.

Federal lands:

1.805.17 acres

32.16%

State lands:

1,040.00 acres

18.53%

Fee lands:

2,767.78 acres

49.31 %.

(6) The horizontal confines of the North Dagger Draw Upper Pennsylvanian Unit are within the governing limits, as specified by Division Rule 104.A (2), of the North Dagger Upper-Pennsylvanian Pool in an area having been reasonably defined by development.

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(7) The evolution of the rules and regulations governing the North Dagger Draw-Upper Pennsylvanian Pool are as follows:

- (a) Division Order No. R-4691, issued in Case No. 5117 on December 11, 1973, promulgated temporary special rules and regulations that established standard 320-acre spacing and proration units comprising any two contiguous quarter sections within a single governmental section and a special depth bracket allowable of 427 barrels of oil per day ("BOPD") for a standard 320-acre unit;
- (b) by Division Order No. R-4961-A, issued in Reopened Case No. 5117 on February 3, 1976, spacing was changed 320 to 160 acres units comprising a single governmental quarter section and the special depth bracket allowable was also reduced to 267 BOPD for a standard 160-acre unit;
- (c) Division Order No. R-4961-B, issued in Case No. 5763 on October 12, 1976, left spacing at 160 acres but changed the special depth bracket allowable from 267 BOPD to 350 BOPD for a standard 160-acre unit;
- (d) Division Order No. R-4961-C, issued in Reopened Case No. 5117 on March 15, 1977, made permanent the temporary rules for the North Dagger Draw-Upper Pennsylvanian Pool by the three previous orders;
- (e) by Division Order No. R-5565, issued in Case No. 6025 and dated November 1, 1977, the limiting gas-oil ratio ("GOR") for this pool was increased from 2,000 cubic feet of gas per day for each barrel of oil to 10,000 cubic feet;
- (f) Division Order No. R-4961-D, issued in Case No. 10221 on March 21, 1991, changed once again the special pool-wide depth bracket allowable from 350 BOPD to 700 BOPD; and
- (g) to summarize, the North Dagger Draw-Upper Pennsylvanian Pool is currently spaced on 160-acre oil spacing and proration units comprising a single governmental quarter section; since this pool is classified an "oil pool," each unit is allowed multiple wells and the

Order No. R-12251

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simultaneous dedication of production from a single standard 160-acre unit is permitted; each standard 160-acre unit is allowed to produce up to but not in excess of 700 BOPD and 7,000 MCF of casinghead gas per day (GOR of 10,000 to one times the top oil allowable of 700 BOPD which equals 7,000 MCFPD).

- (8) The vertical limits or "unitized formation" of the North Dagger Draw Upper Pennsylvanian Unit Area is that interval extending from the top of the Canyon Carbonate formation found at a depth of 7,680 feet to the base of the upper Canyon pay at a depth of 8,076 feet as shown on the GR/CNL/LDT/PEF and GR/Dual Lateral Log in Yates's Vann "APD" Well No. 1 (API No. 30-015-28414), located 660 feet from the North and West lines (Unit D) of Section 21, Township 19 South, Range 25 East, NMPM, Eddy County, New Mexico. The type-log for this Unit was submitted at the hearing as Applicant's Exhibit No. 13.
- (9) The proposed Unit Area contains 99 separate tracts of land: (i) 57 of the tracts, comprising 2,767.78 acres, more or less, are in private ownership; (ii) 16 tracts, comprising 1,040.00 acres, more or less, are State of New Mexico land currently under lease; and (iii) the remaining 26 tracts, comprising 1,805.17 acres, more or less, are Federal lands that are also currently under lease. Yates and its related entities (Abo Petroleum Corporation, MYCO Industries, Inc., Sacramento Partners, Limited, Sharbro Oil Limited Company, John A. Yates, Estate of Lillie M. Yates, Trust Q u/w/o Feggy A. Yates, and Yates Drilling Company) own approximately 75.6 % of the combined working interests in the Unit Area.
- (10) At the time of the hearing approximately 93 % of the working interests and 87 % of the royalty interests were committed to the Unit. The 32.16 % royalty owner approval includes federal lands owned by these United States, the U. S. Bureau of Land Management acting on their behalf, has indicated its preliminary approval by designating the proposed North Dagger Draw Upper Pennsylvanian Unit as logical for conducting secondary recovery operations, and the New Mexico Commissioner of Public Lands, acting on behalf of the state's trust lands (18.53 %) has preliminarily approved the proposed unitization.
- (11) In August, 2003, Applicant commenced negotiations with all of the mineral interest owners within the proposed Unit Area. Evidence presented further indicates that the Applicant has made a good faith effort to secure voluntary unitization within the above-described North Dagger Draw Upper Pennsylvanian Unit Area.
- (12) All owners of mineral interest that have not agreed to unitization were notified of this hearing by Applicant; moreover, no owners of mineral interest, affected, or other interested party appeared at the hearing in opposition to the implementation of secondary recovery operations or the unitization of the this area.

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- (13) Geological evidence presented by the Applicant shows that:
 - (a) the pay interval within the Upper Pennsylvanian formation that is the subject of this matter consists of a porous dolomite material, a carbonate build-up with porosity attributed to vugular, intercrystalline, and fracturing;
 - (b) within the proposed Unit Area the structure of the Upper Pennsylvanian dolomite plunges to the northeast;
 - (c) all of the wells within the Unit Area are above the established oil-water contact, which is at a sub-sea depth of minus 4,380 feet; and
 - (d) pay thickness within the Unit Area varies from 40 to 200 feet.
- (14) The engineering evidence presented by the Applicant indicates that:
 - (a) development of the North Dagger Draw-Upper Pennsylvanian Pool within the proposed Unit Area has been on effective 40-acre spacing, or four wells per standard 160-acre unit;
 - (b) current production rates for producing wells within the proposed Unit Area is below 10 barrels of oil per day;
 - (c) the wells currently producing within the proposed unitized area are close to their economic limits;
 - (d) the present Upper-Pennsylvanian oil producing wells within the subject project area and interval are in an advanced state of depletion and should therefore be properly classified as "stripper wells";
 - (e) the proposed secondary recovery operation is feasible, and the proposed Unit area can be efficiently and effectively operated under the proposed unit plan of development;
 - (f) all spacing and proration units within the proposed Unit Area should contribute to secondary production;

Case Nos. 13227 and 13228 Order No. R-12251

Page 6

- (g) waterflood operations will be initiated with the five aforementioned injection well conversions and will continue in increments until the entire unitized area is swept by injection wells;
- (h) the estimated remaining primary production from the Unit Area is approximately 191,500 barrels of oil and 1.2 billion cubic feet of gas ("BCF"), having a total reported discounted value of approximately \$6,700,000.00;
- (i) if the proposed secondary recovery operation is implemented, future production is estimated to be approximately 2,200,000 barrels of oil and 1.1 BCF of gas, having an estimated value of \$62,000,000.00;
- (j) unitized management of this pay interval is necessary to effectively implement and carry out the proposed secondary recovery operations;
- (k) each of the initial water injection wells will inject an average of 2,500 barrels of produced water, with a maximum of 5,000 barrels;
- (1) no fresh water will be used as make-up supply if needed, thereby making the proposed waterflood operations attractive with respect to the State's fresh water conscrivation efforts;
- (m) the injection wells are initially expected to take water on vacuum; however, if pressure is needed Yates will not exceed 1,520 psig or the Division's standard 0.2 psig per foot of depth to the uppermost perforation within each injection well, whichever is less; and
- (n) total project costs for the proposed waterflood is approximately \$7,301,200.00 (\$1,340,000.00 in facility costs and the remaining \$5,961,200.00 for equipment, implementation, labor, and miscellaneous costs).
- (15) The unitized management, operation, and further development of the North Dagger Draw-Upper Pennsylvanian Pool underlying the proposed Unit Area is reasonably necessary in order to effectively carry out the secondary recovery operations as proposed by Yates, which will serve to substantially increase the ultimate recovery of oil and associated gas from this pool. As evidenced by Yates's testimony, delays in implementing this project

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will be detrimental to the ultimate recovery of reserves from this pool.

- (16) Additional technical evidence further indicates the presents of four fresh water wells within one mile of any of the proposed injection wells. The fresh water interval in the immediate area consists of the quaternary alluvium aquifer located at a depth of 390 feet.
- (17) Applicant's "Unit Agreement for the Development and Operation of the North Dagger Draw Upper Penn Unit," or Unit Agreement, submitted as Exhibit No. 3, and "Unit Operating Agreement," submitted as Exhibit 5, should be incorporated by reference into this order.
- (18) Section 13, "Tract Participation"," on page 5 of the Unit Agreement contains the formula by which the participation of each tract in the Unit Area will be determined. Pursuant to this formula, individual tract allocation is based on 70% acreage and 30% remaining primary reserves as of January 1, 2003. Based of the testimony presented, this formula best serves to allocate unitized substances to each mineral interest owner on a fair, reasonable, and equitable basis. However, the Unit Agreement contains an error that confuses the description of the land factor in the participation formula. As originally filed with the Division, this factor was described as:

"A = the Area Ratio based on the ratio of an Owners net acreage divided by the total acreage within the Unit Area"

The evidence established that this language was in error and that it is inconsistent with: (i) how this factor had been explained to all interest owners in the Unit Area; and (ii) to how tract participation have been calculated and presented to the owners in the proposed Unit. Therefore, to correct this error and avoid further confusion about how this factor is determined, the description of the land factor in Section 13 on page 5 of the Unit Agreement should prove as follows:

"A = the Area Ratio based on the ratio of the total acreage within the Tract divided by the total acreage within the Unit Area."

- (19) Amendment of the land factor in the Tract Participation formula as described above will not reduce any interest owner's participation in the production of unitized substances and should be required by the Division. Further, the participation formula contained in the proposed Unit Agreement, as corrected by this order, allocates the produced and saved unitized hydrocarbons to the separately owned tracts in the Unit Area on a fair, reasonable, and equitable basis.
- (20) The other provisions of the proposed Unit Agreement and Unit Operating Agreement, including but not limited to the provision that provides for overhead charges of

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\$5,500.00 per month while drilling and \$550.00 per month while producing, are also fair and reasonable.

HOLLAND & HART

- (21) The statutory unitization of the Unitized Formation within the Unit Area in accordance with the plan embodied in the Unit Agreement and the Unit Operating Agreement will prevent waste and protect correlative rights.
- (22) The proposed unitized method of operation as applied to the North Dagger Draw Upper Pennsylvanian Unit is feasible and will result with reasonable probability in the increased recovery of substantially more oil and gas from the unitized portion of the North Dagger Draw-Upper Pennsylvanian Pool than would otherwise be recovered without unitization.
- (23) The estimated additional costs of such secondary recovery operations will not exceed the estimated value of the additional oil so recovered plus a reasonable profit.
- (24) Statutory unitization and adoption of Yates's proposed unitized method of operation in conducting its proposed waterflood will benefit all working interest and royalty interest owners within the proposed Unit Area, and will prevent waste and protect correlative rights of all parties.
- (25) The proposed Unit Agreement and Unit Operating Agreement contain satisfactory provisions with respect to all of the matters required by NMSA 1978 Section 70-7-7, as amended.
- (26) Yates is not requesting a nonparticipation penalty to apply parties unitized by this order who elect not to participate in subsequent operations.
- (27) The proposed plan for unit operations set forth in the Unit Agreement and Unit Operating agreement have been approved in writing by persons who, under this order, will be required to initially pay at least seventy-five percent (75%) of the costs of unit operations.
- (28) The operator of the proposed North Dagger Draw Upper Pennsylvanian Unit Waterflood Project should take all steps necessary to ensure that the injected water enters and remains confined to only the proposed injection interval and is not permitted to escape from that interval and migrate into other formations, producing intervals, pools, or onto the surface from injection, production, or plugged and abandoned wells.
- (29) The proposed waterflood project should be approved and the project should be governed by the provisions of Rule Nos. 701 through 708 of the Oil Conservation Division Rules and Regulations.
 - (30) The evidence presented indicates that the application for approval of the

Case Nos. 13227 and 13228 Order No. R-12251 Page 9

proposed waterflood project meets all the criteria for approval.

- (31) The evidence establishes that the proposed waterflood project also meets all of the criteria fro certification by the Division as a qualified Enhanced Oil Recovery Project ("EOR") pursuant to the "Enhanced Oil Recovery Act" (NMSA 1878 Sections 7-29A-1 through 7-29A-5).
- (32) Applicant proposes to phase the institution of the waterflood project within two distinct areas of its North Dagger Draw Upper Pennsylvanian Unit Area. Phase I, to include that portion of the Unit Area in Sections 18, 19, 20, and 30, Township 19 South, Range 25 East, NMPM, Eddy County, New Mexico, is to be implemented approximately one-and-a-half years prior to Phase II, which will include Sections 2 16, 17, 21, 28, and 29, all in Township 19 South, Range 25 East, NMPM, Eddy County, New Mexico.
- (33) The approved or certified "project area" should initially comprise that area described in Finding Paragraph No. (5) above, provided however that Phase I and Phase II areas within the project area may be independently certified by the Division to the New Mexico Department of Taxation and Revenue.
- (34) To be eligible for the EOR credit, the operator should advise the Division when water injection commences into the Phase I area and the Phase II area of the project and at such time(s), request the Division certify Phase I and II to the New Mexico Department of Taxation and Revenue.
- (35) The Phase I and II areas within the project and/or the producing wells within such areas eligible for the recovered oil tax rate may be contracted and reduced dependent upon the evidence present by the operator in its demonstration of the occurrence of a positive production response.

IT IS THEREFORE ORDERED THAT:

- (1) The application of Yates Petroleum Corporation ("Yates" or "Applicant") in Case No, 13227 for the North Dagger Draw Upper Pennsylvanian Unit, covering 5,61295 acres, more or less, of State, Federal, and fee lands in the North Dagger Draw-Upper Pennsylvanian Pool (15472), Eddy County, New Mexico is hereby approved for statutory unitization, for the purpose of establishing a secondary recovery project, pursuant to the "Statutory Unitization Act", Sections 70-7-1 through 70-7-21, as amended, NMSA (1978).
- (2) The lands herein designated the North Dagger Draw Upper Pennsylvanian Unit Area shall comprise the following described acreage in Eddy County, New Mexico:

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TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM

Sections 16 and 17;

A11

Section 18:

NE/4 NE/4, S/2 NE/4, SE/4 NW/4, S/2

Sections 19 through 21; Sections 28 through 30:

A11 A11.

Federal lands:

1,805.17 acres

32.16%

State lands:

1,040.00 acres

18.53 %

Fee lands:

2,767.78 acres

49.31 %.

- (3) The vertical limits or "unitized formation" of the North Dagger Draw Upper Pennsylvanian Unit Area shall include that interval extending from the top of the Canyon Carbonate formation found at a depth of 7,680 feet to the base of the upper Canyon pay at a depth of 8,076 feet as shown on the GR/CNL/LDT/PEF and GR/Dual Lateral Log in Yates's Vann "APD" Well No. 1 (API No. 30-015-28414), located 660 feet from the North and West lines (Unit D) of Section 21, Township 19 South, Range 25 East, NMPM, Eddy County, New Mexico, which was submitted at the hearing as Applicant's Exhibit No. 13.
- (4) Applicant's "Unit Agreement for the Development and Operation of the North Dagger Draw Upper Penn Unit," or Unit Agreement, submitted as Exhibit No. 3, and "Unit Operating Agreement," submitted as Exhibit 5, are hereby incorporated by reference into this order.

PROVIDED HOWEVER Section 13, "Tract Participation"," on page 5 of the Unit Agreement is hereby amended to correctly provide:

"A = the Area Ratio based on the ratio of the total acreage within the Tract divided by the total acreage within the Unit Area."

- (5) This order shall not become effective unless and until the required statutory minimum percentage of interest owners (seventy-five percent of the working interest and seventy-five percent of the non-cost bearing interest, see NMSA 1978 Sections 70-7-8, as amended) in the Unit Area have ratified the Unit Agreement and the Unit Operating Agreement in writing.
- (6) Applicant as Unit operator shall notify in writing the Division Director of any removal or substitution of said Unit operator by any other working interest owner within the Unit Area.
- (7) The Unit established herein shall terminate upon the plugging and abandonment of the last well completed in the North Dagger Draw-Upper Pennsylvanian Pool within the Unit Area.

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IT IS FURTHER ORDERED THAT:

(8) Yates is hereby authorized to institute a waterflood project in its North Dagger Draw Upper Pennsylvanian Unit Area by the injection of produced water into the North Dagger Draw-Upper Pennsylvanian Pool through the five following described existing wells to be converted from producing oil wells to injection wells.

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30-015-26937	Ross "EG" Federal Com. #5	A-19-19S-2 <u>5E</u>	860' FN	& EL	7,725 - 7	,908
30-015-27053	Ross "EG" Federal Com. #12			z 660' FEL	7.740 – 7	,882
30-015-26949		I-19-19S-25E	1980' FSL 8	660' FEL	7,718 <u>- 7</u>	.896
	Dagger Draw "30-N" Com. #15				7,620 – 7	,826
	Dagger Draw "30-N" Com. #17				7,654 – 7	,827

- (9) As proposed by Yates, no fresh water shall be used as make-up water or otherwise injected.
- (10) The secondary recovery project herein authorized shall is hereby designated the "North Dagger Draw Upper Pennsylvanian Unit Waterflood Project."
- (11) Applicant must take all steps necessary to ensure that the injected water only enters and remains confined to the proposed injection interval and is not permitted to escape to other formations or onto the surface from injection, production, or plugged and abandoned wells.
- (12) Injection into each of the five wells described in Ordering Paragraph No. (8) above shall be accomplished through 2-7/8 inch internally plastic-coated tubing installed in a seal bore assembly set approximately within 100 feet of the uppermost injection perforation; the casing-tubing annulus in each well shall be filled with an inert fluid and equipped with an approved pressure gauge or attention-attracting leak detection device.
- (13) The injection wells or pressurization system shall be equipped with a pressure limiting devise or acceptable substitute that will restrict the surface injection pressure to no more than 1,520 psig or 0.2 psig per foot of depth to the uppermost perforation in the injection well, whichever is less.
- (14) The Division Director shall have the authority to administratively authorize a pressure limitation in excess of the above upon a showing by the operator that such higher pressure will not result in the fracturing of the injection formation or confining strata.
 - (15) The Division Director may administratively authorize additional wells for

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injection purposes within the Unit Area as provided in Division Rule 701.F (3).

- (16) Prior to commencing injection operations, the casing in each injection well shall be pressure-tested throughout the interval from the surface down to the proposed seal bore assembly setting depth, to assure the integrity of such casing.
- (17) The operator shall give advance notification to the supervisor of the Artesia District Office of the Division of the date and time of the installation of injection equipment and of the mechanical integrity pressure-test in order that the same may be witnessed.
- (18) The applicant shall immediately notify the supervisor of the Artesia District Office of the Division of the failure of the tubing, casing or seal bore assembly in any of the injection wells, the leakage of water or oil from or around any producing well, or the leakage of water or oil from any plugged and abandoned well within the project are, and shall take such steps as may be timely and necessary to correct such failure or leakage.
- (19) The applicant shall conduct injection operations in accordance with Division Rule Nos. 701 through 708 and shall submit monthly progress reports in accordance with Division Rule Nos. 706 and 1115.
- (20) The injection authority granted herein for each of the five wells identified in Ordering Paragraph No. (8) above shall terminate one year after the effective date of this order if the operator has not commenced injection operations into the subject wells, provided however, the Division, upon written request by the operator, may grant an extension thereof for good cause shown.

FURTHERMORE:

- (21) The above-described North Dagger Draw Upper Pennsylvanian Unit Waterflood Project is hereby approved as an Enhanced Oil Recovery Project ("EOR") pursuant to the "Enhanced Oil Recovery Act" (NMSA 1978 Sections 7-29A-1 through 7-29A-5).
- Draw Upper Pennsylvanian Unit, described in Ordering Paragraph No. (2) above; PROVIDED HOWEVER THAT; (i) the Phase I area of the waterflood project, to include that portion of the Unit Area in Sections 18, 19, 20, and 30, Township 19 South, Range 25 East, NMPM, Eddy County, New Mexico, and the Phase II area of the waterflood project, to include Sections 2 16, 17, 21, 28, and 29, all in Township 19 South, Range 25 East, NMPM, Eddy County, New Mexico, may be independently certified by the Division to the New Mexico Taxation and Revenue Department; and (ii) both areas and/or the producing wells eligible for the EOR tax rate may be contracted and reduced based upon the evidence presented by the Unit operator in its demonstration of a positive production response.

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(23) To be eligible for the EOR tax rate, the Unit operator shall advise the Division of the date and time water injection commences into the Phase I and Phase II areas of the project and at such time(s), request the Division certify Phase I and II to the New Mexico Department of Taxation and Revenue.

- (24) At such time as a positive production response occurs and within five years from the date of the Certificate of Qualification, the operator must apply to the Division for certification of a positive production response. This application shall identify the area actually benefiting from EOR operations, and identifying the specific wells in which the operator believes are eligible for the EOR tax rate. The Division may review the application administratively or set it for hearing. Based upon evidence presented, the Division will certify to the New Mexico Taxation and Revenue Department those lands and wells which are eligible for the EOR tax rate.
- (25) Jurisdiction of this cause is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fc, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

MARK E, FESMIRE, P. E.

Director

SEAL

STATE/FEDERAL/FEE WATERFLOOD UNIT

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

NO.____

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

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UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of October, 2003, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto,"

WITNESSETH:

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

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1 of Chapter 176, Laws of 1961) (Chapter 19, Article 10, Section 45, New Mexico Statutes 1978 Annotated), to consent to and approve the development or operation of State lands under agreements made by lessees of State land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1, Chapter 162, Laws of 1951) (Chapter 19, Article 10, Section 47, New Mexico Statutes 1978 Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Division of the State of New Mexico (hereinafter referred to as the "Division") is authorized by an Act of the Legislature (Chapter 72, Laws of 1935 as amended) (Chapter 70, Article 2, Section 2 et seq., New Mexico Statutes 1978 Annotated) to approve this Agreement and the conservation provisions hereof; and

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

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

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

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

- SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this Agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this Agreement; and as to non-Federal lands, 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 in which the non-Federal land is located, are hereby accepted and made a part of this Agreement.
- SECTION 2. LINIT AREA AND DEFINITIONS. For the purpose of this Agreement, the following terms and expressions as used herein shall mean:
 - (a) "Unit Area" is defined as those lands described in Exhibit "B" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 5,612.95 acres, more or less, in _Eddy_ County, New Mexico.
 - (b) "Land 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 Department of Energy and Minerals of the State of New Mexico.

- (d) "Authorized Officer" or "A.O." is any employee of the Bureau of Land Management who has been delegated the required authority to act on behalf of the BLM.
- (e) "Secretary" is defined as the Secretary of the Interior of the United States of America, or his duly authorized delegate.
- (f) "Department" is defined as the Department of the Interior of the United States of America.
- (g) "Proper BLM Office" is defined as the Bureau of Land Management office having jurisdiction over the federal lands included in the Unit Area.
- (h) "Unitized Formation" shall mean that interval underlying the Unit Area, the vertical limits of which extend from an upper limit described as the top of the Canyon Carbonate formation found at a depth of 7,680 feet, to a lower limit of the base of the Upper Canyon pay at a depth of 8,076 feet as shown on the GR/CNL/LDT/PEF and GR/DUAL LATEROLOG in the Yates Petroleum Corporation Vann "APD" #1 well (located at 660 feet FNL and 660 feet FWL of Section 21, T-19-S, R-25-E, Eddy County, New Mexico).
- (i) "Unitized Substances" are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons, other than outside substances, within and produced from the Unitized Formation.
- (j) "Tract" is each parcel of land described as such and given a Tract number in Exhibit "B".
- (k) "Tract Participation" is defined as the percentage of participation shown on Exhibit "B" for allocating Unitized Substances to a Tract under this agreement.
- (1) "Unit Participation" is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract by the Tract Participation of such Tract.
- (m) "Working Interest" is the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, operating agreement, or otherwise held, 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 and producing the Unitized Substances from the Unitized Formation and operations thereof hereunder. Provided that any royalty interest created out of a working interest subsequent to the execution of this Agreement by the owner of the working interest shall continue to be subject to such working interest burdens and obligations.
- (n) "Working Interest Owner" is any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise. The owner of oil and gas rights that are free of lease or other instrument creating a Working Interest in another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.
- (o) "Royalty Interest" or "Royalty" is an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor or by an oil and gas lease and any overriding royalty interest, oil payment interest, net profit contracts, or any other payment or burden which does not carry with it the right to search for and produce unitized substances.
- (p) "Royalty Owner" is the owner of a Royalty Interest.
- (q) "Unit Operating Agreement" is the agreement entered into by and between the Unit Operator and the Working Interest Owners as provided in Section 9, infra, and shall be styled "Unit Operating Agreement, <u>North Dagger Draw Upper Penn</u> Unit, <u>Eddy</u> County, New Mexico".
- (r) "Oil and Gas Rights" is the right to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.
- (s) "Outside Substances" is any substance obtained from any source other than the Unitized Formation and injected into the Unitized Formation.
- (t) "Unit Manager" is any person or corporation appointed by Working Interest Owners to perform the duties of Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 7 hereof.
- (u) "Unit Operator" is the party designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations.
- (v) "Unit Operations" is any operation conducted pursuant to this Agreement and the Unit Operating Agreement.
- (w) "Unit Equipment" is all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise

acquired for the joint account for use in Unit Operations.

- (x) "Unit Expense" is all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Operating Agreement for or on account of Unit Operations.
- (v) "Effective Date" is the date determined in accordance with Section 24, or as re-determined in accordance with Section 39.
- EXHIBITS. The following exhibits are incorporated herein by reference: Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said Unit Area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing, to the extent known to the Unit Operator, the acreage comprising each Tract, percentages and kind of ownership of oil and gas interests in all land in the Unit Area, and Tract Participation of 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 or interests as are shown in said map or schedule as owned by such party. The shapes and descriptions of the respective Tracts have been established by using the best information available. Each Working Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest Owner's interest. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the Unit Operator, with the approval of the Working Interest Owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each other such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit. Copies of such revision shall be filed with the Land Commissioner, and not less than four copies shall be filed with the A.O. In any such revision, there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof.
- SECTION 4. EXPANSION. The above described Unit Area may, with the approval of the A.O., Land Commissioner, and the Working Interest Owner of the tract of land to be included, when practicable be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement provided, however, in such expansion there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof. Pursuant to Subsection (b), the Working Interest Owners may agree upon an adjustment of investment by reason of the expansion. Such expansion shall be effected in the following manner:
 - (a) The Working Interest Owner or Owners of a Tract or Tracts desiring to bring such Tract or Tracts into this unit, shall file an application therefor with Unit Operator requesting such admission. No expansion of the Unit shall be permitted unless the owner of the tract to be included makes application and is in support of an amendment to the Unit Agreement providing for the inclusion of such additional tract, and.
 - (b) Unit Operator shall circulate such application requesting the proposed expansion to each Working Interest Owner in the Unit Area and in the Tract proposed to be included in the unit, setting out the basis for admission, the Tract Participation to be assigned to each Tract in the enlarged Unit Area and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if at least three Working Interest Owners having in the aggregate seventy-five percent (75%) of the Unit Participation then in effect have agreed to inclusion of such Tract or Tracts in the Unit Area, then Unit Operator shall:
 - 1. After obtaining preliminary concurrence by the A.O., Land Commissioner and the Working Interest Owner of the tract of land to be included into the Unit, prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional Tract or Tracts, the Tract Participation to be assigned thereto and the proposed effective date thereof; and
 - 2. Deliver copies of said notice to Land Commissioner, the A.O. at the proper BLM Office, each Working Interest Owner and to the last known address of each lessee and lessor whose interests are affected, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and
 - 3. File, upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Land Commissioner and A.O. and the Working Interest Owner of the tract of land to be included into the Unit, the following: (a) evidence of mailing or delivering copies of said notice of expansion; (b) an application for approval of such expansion; (c) an instrument containing the appropriate joinders in compliance with the participation requirements of Section 14, and Section 34, infra; and (d) a copy of all objections received along with the Unit Operator's response thereto.

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

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

SECTION 6. <u>LINIT OPERATOR.</u> Yates Petroleum Corporation is hereby designated the Unit Operator, and by signing this instrument as Unit Operator, agrees and consents to accept the duties and obligations of Unit Operator for the operation, development, and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in Unitized Substances, when such interest are owned by it and the term "Working Interest Owner" when used herein shall include or refer to the Unit Operator as the owner of a Working Interest when such an interest is owned by it.

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

SECTION 7. RESIGNATION OR REMOVAL OF LINIT OPERATOR. 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, the Land Commissioner and the A.O. unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

The Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal by Working Interest Owners having in the aggregate eighty percent (80%) or more of the Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the A.O.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator 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 wells, equipment, books and records, materials, appurtenances and any other assets used in connection with the Unit Operations to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected. Nothing herein shall be construed as authorizing the removal of any material, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator or Unit Manager who resigns or is removed hereunder from any liability or duties accruing or performable by it prior to the effective date of such resignation or removal.

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

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

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

Costs and expenses incurred by Unit Operator 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 hereto in conformity with their underlying operating agreements, leases or other 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 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. Copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Land Commissioner and with the A.O. at the Proper BLM Office as required prior to approval of this Agreement.

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

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

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

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

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

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

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

SECTION 13. TRACT PARTICIPATION. In Exhibit "B" attached hereto there are listed and numbered the various Tracts within the Unit Area, and set forth opposite each Tract are figures which represent the Tract Participation, during Unit Operations if all Tracts in the Unit Area qualify as provided herein. The Tract Participation of each Tract as shown in Exhibit "B" was determined in accordance with the following formula:

Tract Participation = 70% A + 30% B

- A = the Area Ratio based on the ratio of the total acreage within the Tract divided by the total acreage within the Unit Area.
- B = the Reserves Ratio based on the ratio of the total Remaining Primary Barrels of Oil Equivalent as of January 1, 2003 for wells within the Tract divided by the total Remaining Primary Barrels of Oil Equivalent as of January 1, 2003 for wells within the Unit Area. Here Barrels of Oil Equivalent (BOE) is calculated as gas volume in Mcf divided by 6 plus oil volume in STBO. (BOE = STBO + MCF/6)

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

- SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, the Tracts within the Unit Area which shall be entitled to participation in the production of Unitized Substances shall be those Tracts more particularly described in Exhibit "B" that corner or have a common boundary (Tracts separated only by a public road or a railroad right-of-way shall be considered to have a common boundary), and that otherwise qualify as follows:
 - (a) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement and as to which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become parties to this Agreement.
 - (b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this Agreement, and as to which (1) the Working Interest Owner who operates the Tract and Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract have joined in a request for the inclusion of such Tract, and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the combined Unit Participation in all Tracts that meet the requirements of Section 14 (a) above have voted in favor of the inclusion of such tract.
 - (c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this Agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (1) the

Working Interest Owner who operates the Tract and Working Interest Owner owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract who have become parties to this Agreement have joined in a request for inclusion of such Tract, and have executed and delivered, or obligated themselves to execute and deliver an indemnity agreement indemnifying and agreeing to hold harmless the other owners of committed Working Interests, their successors and assigns, against all claims and demands that may by made by the owners of Working Interest in such Tract who are not parties to this Agreement, and which arise out of the inclusion of the Tract; and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the Unit Participation in all Tracts that meet the requirements of Section 14 (a) and 14 (b) have voted in favor of the inclusion of such Tract and to accept the indemnity agreement. Upon the inclusion of such a Tract, the Tract Participation which would have been attributed to the non-subscribing owners of Working Interest in such Tract, had they become parties to this Agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreements, and joined in the indemnity agreement, in proportion to their respective Working Interests in the Tract.

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

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

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

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

If the Working Interest and/or the Royalty Interest in any Tract are divided with respect to separate parcels or portions of such Tract and owned now or hereafter in severalty by different persons, the Tract Participation shall in the absence of a recordable instrument executed by all owners in such Tract 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.

SECTION 15.B. EXCESS.IMPLITED. NEWLY. DISCOVERED CRUDE OIL. Each Tract shall be allocated any excess imputed newly discovered crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed newly discovered crude oil allocated to each such Tract, when added to the total number of barrels of imputed newly discovered crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

SECTION 15.C. EXCESS IMPLITED STRIPPER CRUIDE OIL. Each Tract shall be allocated any excess imputed stripper crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of crude oil barrels allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed stripper crude oil allocated to each such Tract, when added to the total number of barrels of imputed stripper crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

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

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

If, after the Effective Date of this Agreement, there is any Tract or Tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any Tract or Tracts within the Unit Area not committed hereto as of the Effective Date hereof but which are subsequently committed hereto under the provisions of Section 14 (Tracts Qualified for Participation) and Section 32 (Non-joinder and Subsequent Joinder); or if

any Tract is excluded from this Agreement as provided for in Section 21 (Loss of Title), the schedule of participation as shown in Exhibit "B" shall be revised by the Unit Operator; and the revised Exhibit "B", upon approval by the Land Commissioner and the A.O., shall govern the allocation of production on and after the effective date thereof until a revised schedule is approved as hereinabove provided.

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

SECTION 17. ROYALTY SETTLEMENT. The State of New Mexico and United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such Tract, 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 not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for Unitized Substances produced during the preceding calendar month; 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 the leases, except that such Royalty shall be computed on Unitized Substances as allocated to each Tract in accordance with the terms of this Agreement. With respect to Federal leases committed hereto on which the royalty rate depends upon the daily average production per well, such average production shall be determined in accordance with the operating regulations pertaining to Federal leases as though the committed Tracts were included in a single consolidated lease.

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

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

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

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

SECTION 18. RENTAL SETTLEMENT. Rentals or minimum Royalties due on the leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws and regulations provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the 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. Rental or minimum Royalty for lands of the United States of America subject to this Agreement shall be paid at the rate specified in the respective leases from the United States of America, unless such rental or minimum Royalty is waived, suspended or reduced by law or by approval of the Secretary or his duly authorized representative.

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

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

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

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

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

- (a) require that the party to whom such Unitized Substance are delivered or to whom the proceeds thereof are paid furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or
- (b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgement of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

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

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

SECTION 22. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Land Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum Royalty and Royalty requirements of Federal and 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 Tract subject to this Agreement, regardless of whether there is any development of any Tract of the Unit Area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.
- (b) Drilling, producing or improved recovery operations performed hereunder shall be deemed to be performed upon and for the benefit of each Tract, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.
- (c) Suspension of drilling or producing operations within the Unit Area pursuant to direction or consent of the Land Commissioner and the A.O., or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each Tract within the Unitized Area.
- (d) Each lease, sublease, or contract relating to the exploration, drilling, development, or operation for oil and gas which by its terms might expire prior to the termination of this Agreement, is hereby extended beyond any such term so provided therein, so that it shall be continued in full force and effect for and during the term of this Agreement.

- (e) Any lease embracing lands of the State of New Mexico which is made subject to this Agreement shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.
- (f) 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 (including both segregated portions) 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 bona fide drilling, reworking, or improved 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.
- (g) The segregation of any Federal lease committed to this Agreement is governed by the following provision in the fourth paragraph of Section 17 (j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization; provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

SECTION 23. COVENANTS RIIN.WITH.LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this Agreement terminates, 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 recorded instrument or transfer; and no assignment or transfer of any Royalty Interest subject hereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument or transfer.

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

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

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

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

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

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

SECTION 25. RATE OF PROSPECTING, DEVELOPMENT & PRODUCTION. All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State Statute. The A.O. is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Division to alter or modify the quantity and rate of production under this Agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Land Commissioner and as to any lands in the State of New Mexico or privately-owned lands subject to this Agreement or to the quantity and rate of production from such lands in the absence of specific written approval thereof by the Division.

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

- SECTION 26. NONDISCRIMINATION. Unit Operator in connection with the performance of work under this Agreement relating to leases of the United States, agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive of Executive Order 11246, (30 F.R. 12319), which are hereby incorporated by reference in this Agreement.
- SECTION 27. APPEARANCES. Unit Operator shall have the right to appear for or on behalf of any interests affected hereby before the Land Commissioner, the Department, and the Division, and to appeal from any order issued under the rules and regulations of the Land Commissioner, the Department or the Division, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Land Commissioner, the Department or the Division 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 proceeding.
- SECTION 28. NOTICES. All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified or registered mail, addressed to such party or parties at their last known address set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.
- SECTION 29. NO WAIVER OF CERTAIN RIGHT. Nothing in this Agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said Unitized Lands are located, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive; provided, however, each party hereto covenants that it will not resort to any action to partition the unitized land or the Unit Equipment.
- SECTION 30. EQLIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this Agreement various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be placed and used upon the Unitized Land as now or hereafter constituted. Therefore, for all purposes of this Agreement, any such equipment shall be considered to be personal property and not fixtures attached to realty. Accordingly, said well and lease equipment and personal property is hereby severed from the mineral estates affected by this Agreement, and it is agreed that any such equipment and personal property shall be and remain personal property of the Working Interest Owners for all purposes.
- SECTION 31. LINAYOIDABLE DELAY. All obligations under this Agreement requiring the Unit Operator to commence or continue improved recovery operations or to operate on or produce Unitized Substances from any of the lands covered by this Agreement shall be suspended while, but only so long as, the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State or municipal law or agency, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.
- SECTION 32. NONJOINDER_AND_SUBSEQUENT_IOINDER. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to this Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this Agreement.

Any oil or gas interest in the Unitized Formations not committed hereto prior to submission of this Agreement to the Land Commissioner and the A.O. for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Participation) hereof, at any time up to the Effective Date hereof on the same basis of Tract Participation as provided in Section 13, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this Agreement 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 from and after the Effective Date hereof the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning not less than eighty percent (80%) of the Unit Participation then in effect, and approved by the Land Commissioner and A.O. Such subsequent joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this Agreement and the Unit Operating Agreement and, where State or Federal land is involved, such joinder must be approved by the Land Commissioner or A.O. Such joinder by a proposed Royalty Owner must

be evidenced by his execution, ratification or consent of this Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall be effective as of the first day of the month following the filing with the Land Commissioner and A.O. of duly executed counterparts of any and all documents necessary to establish effective commitment of any Tract or interest to this Agreement, unless objection to such joinder by the Land Commissioner or the A.O., is duly made sixty (60) days after such filing.

- SECTION 33. COLINTERPARTS. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and may be ratified or consented to by separate instrument in writing, specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the land within the described Unit Area. Furthermore, this Agreement shall extend to and be binding on the parties hereto, their successors, heirs and assigns.
- SECTION 34. IOINDER IN DUAL CAPACITY. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such party; provided, that if the party is the owner of a Working Interest, he must also execute the Unit Operating Agreement.
- SECTION 35. TAXES. Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the unitized land; 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 therefor by the parties hereto, including Royalty Owners, who may be responsible for the taxes on their respective allocated share of said Unitized Substances. No taxes shall be charged to the United States or to the State of New Mexico, nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.
- SECTION 36. NO PARTNERSHIP. The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligation as herein provided.
- SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all leases and other tanks within the Unit Area in order to ascertain the amount of merchantable oil above the pipeline connection, in such tanks as of 7:00 a.m. on the Effective Date hereof. All such oil which has been produced in accordance with established allowables shall be and remain the property of the Working Interest Owner entitled thereto, the same as if the unit had not been formed; and the responsible Working Interest Owner shall promptly remove said oil from the unitized land. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owners, subject to the payment of all Royalty to Royalty Owners under the terms hereof. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after Effective Date hereof.

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

- SECTION 38. NO_SHARING_OF_MARKET. This Agreement is not intended to provide and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale or marketing of Unitized Substances.
- SECTION 39. STATUTORY LINITIZATION. If and when Working Interest Owners owning at least seventy-five percent (75%) Unit Participation and Royalty Owners owning at least seventy-five percent (75%) Royalty Interest have become parties to this Agreement or have approved this Agreement in writing and such Working Interest Owners have also become parties to the Unit Operating Agreement, Unit Operator may make application to the Division for statutory unitization of the uncommitted interests pursuant to the Statutory Unitization Act (Chapter 65, Article 14, N.M.S. 1953 Annotated). If such application is made and statutory unitization is approved by the Division, then effective as of the date of the Division's order approving statutory unitization, this Agreement and/or the Unit Operating Agreement shall automatically be revised and/or amended in accordance with the following:
 - (1) Section 14 of this Agreement shall be revised by substituting for the entire said section the following:
- "SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, all Tracts within the Unit Area shall be entitled to participation in the production of Unitized Substances."
 - (2) Section 24 of this Agreement shall be revised by substituting for the first three paragraphs of said section the following:
- "SECTION 24. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day of the calendar month next following the effective date of the Division's order approving statutory unitization upon the terms and conditions of this Agreement, as amended (if any amendment is necessary) to conform to the Division's order; approval of this Agreement, as so amended, by the Land Commissioner; and the A.O. and the filing by Unit Operator of this Agreement or notice thereof for record in the office of the County Clerk of __Eddy__ County, New Mexico. Unit Operator shall not file this Agreement or notice thereof for record, and hence this Agreement shall not become effective, unless within ninety (90) days after the date all other prerequisites for effectiveness of this Agreement have been satisfied, such filing is approved by Working

Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) as to all Tracts within the Unit Area.

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

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

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

- (a) If any amendment of this Agreement has the effect of reducing any Royalty Owner's participation in the production of Unitized Substances, such Royalty Owner shall not be deemed to have hereby approved the amended agreement without the necessity of further approval in writing by said Royalty Owner; and
- (b) If any amendment of this Agreement and/or the Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without he necessity of further approval in writing by said Working Interest Owner.

Executed as of the day and year first above written.

PATES PETROLEUM CORPORATION

By: Attorney-in-Fact

Date of Execution:

10/24/2003

STATE OF NEW MEXICO)
)ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 24th day of October, 2003, byRandy G. Patterson, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:

3-1-06

Dicciam & Aralow Notary Public



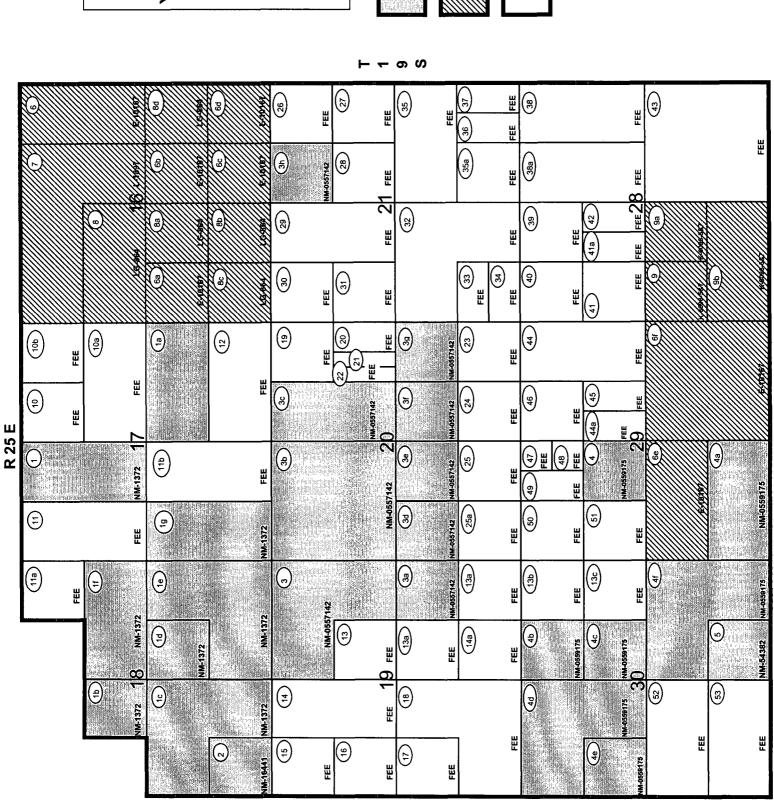


EXHIBIT "A" YATES PETROLEUM CORPORATION NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

Federal Land
State Land
Fee Land

All Leases are Held by Production

Scale: 2.5 inches = 1 mile

Lease	Acres	Percent
Federal	1805.17	32.16%
State	1040.00	18.53%
Fee	2767.78	49.31%
Total	5612.95	100.00%

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Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee						
80.00	40.00	40.00	120.00	20.00	20.00	80.00	40.00	20.00	20.00	80.00	80.00	40.00	40.00	40.00	20.00	20.00	160.00	80.00	20.00	20.00	40.00	10.00	10.00	20.00	40.00	40.00	81.37	81.39						
53	30	31	32	33	34	35	35a	36	37	38	38a	39	40	41	41a	42	43	44	44a	45	46	47	48	49	20	51	52	53						
State	State	State	State	State	State	State	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee												
40.00	40.00	40.00	40.00	40.00	40.00	80.00	40.00	80.00	40.00	80.00	40.00	80.00	80.00	40.00	80.00	40.00	40.00	80.00	40.00	41.21	41.24	41.27	121.30	40.00	20.00	10.00	10.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
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Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	State	State	State	State	State	State	State	State	State
80.00	80.00	40.00	121.27	40.00	120.00	80.00	80.00	41.22	120.00	40.00	160.00	80.00	40.00	40.00	40.00	40.00	40.00	40.00	80.00	40.00	40.00	121.33	41.35	120.00	40.00	80.00	40.00	40.00	40.00	40.00	80.00	160.00	160.00	80.00
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Lease	Acres	Percent
Federal	1805.17	32.16%
State	1040.00	18.53%
Fee	2767.78	49.31%
Total	5612.95	100.00%

SUSAN VIERRA 4/8/04

EXHIBIT "B" SCHEDULE OF OWNERSHIP SCHEDULE SHOWING ALL LANDS AND LEASES WITHIN THE NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

REFERENCE		1.04700 OPERATING 1.04700 AGREEMENT 1.04100 CONCO. INC. 2.08300 SECTION 17: SE/4 83.75000 403-5-AB 4-1-1983 1.047700	100.00000 OPERATING AGREEMENT SECTION 18: NW4 JOHNSTON 1 HANKS (SEE D O OPINION) 401-208-G 1-18-1971	100 000000	8.33333 8.33334 8.33333 6.000000 8.333334	100.000000	0.520830 GREATING 0.520830 GAREEMENT 0.520830 GONOCO, INC. 1.041870 SECTION 18: NE/4 96.875000 403-5L 2.7-1990 0.520830
WORKING INTEREST AND PERCENTAGE	ESTATE OF LILLIE M. VATES SARBRO OLI LIMITED COMPANY TRUST O LIWNO PEGGY A YATES VATES DRILLING COMPANY YATES PETROLEUM CORPORATION VATES, JOHN A.	ESTATE OF LILLE M. YATES MARBRO OIL LIMITED COMPANY TRUST OLUWNO PEGGY A. YATES VATES DRILLING COMPANY VATES PETROLEUM CORPORATION YATES, JOHN A.	VATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	SETATE OF LILLIE M YATES SHARBRO OIL LIMITED COMPANY RRUST O LIVINO PEGGY A. YATES TRUST SPILLING COMPANY VATES BRILLING COMPANY VATES PIROLLING CORPORATION VATES, JOHN A.	YATES PETROLEUM CORPORATION	STATE OF LILIEM YATES SHARBRO OIL LIMITED COMPANY FRUST O UNVIO PEGGY A. YATES ATTES DRILLING COMPANY ATES PETROLEUM CORPORATION (ATES, JOHN A.
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OVERRIDING ROYALTY AND PERCENTAGE	12.500000 BATES, SELMA L. CHAMBERS, LOLLE DEK KING, ESTATE CHAMBERS, CHOLLE DEK KING, ESTATE CHAMBERS, ROBERT E., JR. DAWSON, NEVA CHAMBERS FREEMAN, ALICE ANN HANNS LESCONEE, CELESTE CHAMBERS LUSCONEE, CELESTE CHAMBERS PAYNE, COHNSTON MANAGEMENT, INC. #T. PROBANCE, NO. #T. ROUTH, A.M. *T. ROUTH, A.M. *T.	BATES; SELMAT. CHAMBERS, LOLIE DEE KING, ESTATE CHAMBERS, ROBERT E., JR. DAWSON, INEVA CHAMBERS FREEMAN, ALICE ANN HANKS LA CORPORATION LEA CORPORATION PAYNE-COHINSTON MANAGEMENT, INC. #1: PAYNE-COHINSTON MANAGEMENT, INC. #2: PAYNE-COHINSTON MANAGEMENT, INC. #2: ROATH A. M. ROLTH A. M.	E DEE KING, ES ERT E. JR. HAMBERS ANN HANKS NY CHAMBER STE CHAMBER N MANAGEMENT N MANAGEMENT	BATES: SELMA L. CHAMBERS, LOLLE DEE KING, ESTATE CHAMBERS, ROBERT E. JR. DAWSON, NEVA CHAMBERS FREEMAN, ALICE ANN HAWKS LEA CORFORATION LEA CORFORATION PROCOMER CELESTE CHAMBERS PANNE-JOHNSTON MANAGEMENT, INC. #1 PAYNE-JOHNSTON MANAGEMENT, INC. #2 ROANTH, W. ROUTH, A.M. ROUTH, A.M.	BATES, SELMAL. CHAMBERS, LOLLE DEE KING, ESTATE CHAMBERS, LOLLE DEE KING, ESTATE CHAMBERS, ROBERTE, JR. DAWSON, INC. JC. CHAMBERS EACORPORATION LEACORPORATION PAYNE, ODHISTON MANAGEMENT, INC. #1 PAYNE, ODHISTON MANAGEMENT, INC. #2 ROANTI, W. T. ROUTH, A. M.	NO BATES, SELVAL. CHAMBERS, LOUILE DEE KING, ESTATE CHAMBERS, ROBERT E. JR. DAWSON, NEVA CHAMBERS EFERBAN ALICE ANN HANNES LEA CORPORATION LIPSCOME; CELESTE CHAMBERS PATNE, JOHNSTON MANAGEMENT, INC. #1 PROBANDT, W. T. ROUTH, A. M.	BATES, SELMAL CHAMBERS, LOLLIE DEE KING, ESTATE CHAMBERS, ROBERTE, J.R. CHAMBERS, ROBERTE, J.R. CHAMBERS FREEMAN, ALICE ANNIHANIS LEA CORPORATION FREEMAN, ALICE ANNIHANIS FREEMAN, ALICE ANNIHANIS FREEMAN, ALICE ANNIHANIS PAYNE, OHNSTON MANAGEMENT, INC, #1 PROBANDT, W. T. PROBANDT, W. T.
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LESSEE OF RECORD AND PERCENTAGE	I. C. JOHNSON	L. C. JOHNSON	L. C. JOHNSON	L. C. JOHNSON	L. C. JOHNSON	r. c. JOHNSON	L. C. JOHNSON
SERIAL NUMBER AND EXPRIATION DATE	60.000000 NM-1372 FEDERAL - HBP	80.0000000 IMM-1372 FEDERAL - HBP	40.000000 INM-1372 FEDERAL - НВР	70000 NM-1372 FEDERAL - НВР	FEDERAL - HBP	0000 NIM-1372 FEDERAL - HBP	80.000000 IMM-1372 FEDERAL - HBP
ACRES				121.270000	40.000000		
DESCRIPTION S OF LANDS	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAPA SECTION 17: E/ZNW/4,	TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMPEM SECTION 17: NZSE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 18: SEANWIA	TOWNSHIP 19 SOUTH, RANGE 25 EAST, MAPM SECTION 18: LOT 3 (NW/4SW/4) E7SW/4	TOWNSHIP 18 SOUTH, RANGE 25 EAST, NMPM SECTION 18: NW/4SE/4	TOWNSHIP 18 SOUTH, RANGE 25 EAST, NMPM SECTION 18: NEASSE/4 SCZE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMPIM SECTION 18: S/ZNE/4
TR TRACT I	80.00	4a 80.00	1b 40.00	1c 121.27	40.00	120.00	90:00

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REFERENCE	1.041700 (OPERATING 1.041700 AGREEMENT 1.041500 CONCOC, INC. 2.083300 BARBARA FEDERAL 10 83.750000 SECTION 17. SW/4 1.041700 403-5.X 4-1-1993	100.000000	100.000000 OPERATING AGREEMENT ROSS EG FED COM #2 SECTION 19: NEW AGN.202.1386	0.84000 0.56000 0.84000 0.83750 0.88750 0.46875 1.05000 1.05000 1.250000 1.30625 1.30625 67 642500	100.000000	2.08330 (ACREMENT 2.08330 (ACREMENT 2.08330 (ACREMENT 2.08330 (ACREMENT 3.12500 401-202-P 6.1-1992 6.25000 6.25000 6.25000 6.835000 68.375000 68.375000 68.375000 68.375000	3.821470 OPERATING 0.004130 GACEEMENT 0.004130 GACTIONA.20. S/2 0.004130 GACTIONA.20. S/2 1.172480 0.527620 0.527620 0.053710 0.0083710 0.0083710 0.004320 0.016770 0.004130 3.126670 7.642940 5.378970 1.191074 7.642940 5.378970
WORKING INTEREST	### 120000 1.1	3.802340 0.252125 YATES PETROLEUM CORPORATION 0.175042 0.500000 0.175042 0.500000 0.115042 (1.500000) (1.500000)	416670 YATES PETROLEUM CORPORATION 500000 416670 41670 41670 41670	0.099933 ALVENSHINE CHILDRENS 0.0419907 ONCHE, KATHLEEN TRUST DECD (800) 0.2419907 ONCHE, KATHLEEN TRUST DECD (KGC) 0.2419907 ONCHE, KATHLEEN TRUST DECD (KGC) 2.2500000 CONCE, RAMDY LEE 0.419907 ONCHE, RAMDY LEE 0.419907 DEVALORERS PETROLEUM CORP. HAMPSON-MORBOID PETROLEUM CO. SACAMENTO PARTHERED LA SACAMENTO PARTHER	0.416870 YATES PETROLEUM CORPORATION 2.500000 2.416870 2.500000 0.416800	4416870 AGE PETROLLEUM CORPORATION 5500000 HOLLYHOCK, LTD 5500000 HOLLYHOCK, LDHN W. 5500000 HOLLYHOCK, JOHN W. 5500000 HOCKPUICK, JOHN W. 5500000000 HOCKPUICK, JOHN W. 5500000 HOCKPUICK, JOHN W. 5500000 HOCKPUICK, JOHN W. 550000 HOCKPUICK, JOHN	10.416690 ABO PETROLEUM CORPORATION 12.500000 BUNN, ROBERT 8. 12.50000 BUNN, ROBERT 8. 10.416690 COLL, CHARLES H. 10.41690 COLL, LON F. 11.00LL, JON F.
OVERRIDING ROYALTY AND PERCENTAGE	ROUTH A.M. 12,500000 BATES, SELMA LE, CHAMBERS, LOLLIE DEE KING, ESTATE TO CHAMBERS THE TO CHAMBERS TO CHAMBER	12 50000 CHAMBERS: LOLLE DE KONG: ESTATE CHAMBERS: ROBERT E. JR. CHAMBERS: ROBERT E. JR. CHAMBERS: ROBERT E. JR. CHAMBERS: ROBERT E. JR. COSCUPA RESOURCES INC. ROBERTS: MINE H. COBERTS: MINE H.	12.500000 JUDSON PROPERTIES, LTD: 1.00 COCHERGEN ENTERPRISES FAMILY 2.1 LAJ CORPORATION COCHERGEN STEPHEN ENTER INT. MARTIN I VINIGTIER IST.	12,500000 COME TOM RETURN TO THE STAND TO TH	JUDSON PROPERTIES. LTD KOCHEGEN ENTERPRISES FAMILY LAL CORPORATION LAUCK STEPHEN E MARTIN LYMG TRUST	12.500000 JUDGOU PROPERTIES.LTD LOUGHERGEN ENTERPRISES FAMILY LOUGHERGEN FAMILY FAMILY AMARTIN LYNING FRUST LOUGHERGEN FAMILY LOUGHERGEN FAMILY FAMI	12 500000 ULDSON PROPERTIES. LTD VOCHERORE ENTERPRIESE FAMILY LAUCK STEPHEN E AMARTIN LIVING TRUST MARTIN LIVING TRUST
BASIC ROYALTY AND PERCENTAGE	100 000000 USA	100.000000 USA	100.000000 USA	100.000000 USA	100.000000 USA	100.000000 USA	100.000000 USA
LESSEE OF RECORD AND PERCENTAGE	L C. JOHNSON	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION
ACRES SERIAL NUMBER AND EXPRIATION DATE	80 0000000 NM-1372 FEDERAL - HBP	41.220000 NM-16441 FEDERAL - HBP	120.000000 NM-0557142 FEDERAL - HBP	40.000000 NM-0557142 FEDERAL - HBP	160,0000000 NM-0557142 FEDERAL - HBP	80.000000 NM-0557142 FEDERAL - HBP	40,000000 NM-0557142 FEDERAL - HBP
TR TRACT DESCRIPTION # ACRES OF LANDS	80.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, MAPA SECTION 17: W/2SW/4	41.22 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 18: LOT 4 (SW/4SW/4)	120.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 19: NZNE/4, SEANE/4	40.00 TOWNSHIP 19 SOUTH. RANGE 25 EAST, NMPM SECTION 19: NEASE14	180.00 TOWNSHIP 19 SOUTH. RANGE 25 EAST, NMPM SECTION 20: NW/4	80.00 TOWNISHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 20: W/ZNE/4	40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 20: NW/4SW/4

REFERENCE	3.8 19445 OPERATING 1.171875 AGREEMENT 0.527343 SECTION 20. S/2 1.171875 0.0083571 0.0083571 0.0083671 0.0083670 0.018780 0.018780 3.819445 3.81944	3. 2.296611 OPERATING 0.004130 AGREEMENT 0.004130 SECTION 20. S72 0.004120 SECTION 20. S72 0.004120 401-202-A 4-16-1975 0.004120 401-202-A 4-16-1975 0.004120 0.00412	3.300042 OPERATING 0.004131 (SECTION 20: S72 0.004131 (SECTION 20: S72 0.004131 (401-202-A 4-16-1975 0.004131 (401-202-A 4-16-	2.187500 OPERATING 10302 IO ARSERIANT 2.187500 ALTO AOL COM#1 46.083750 SECTION 21: NE/4 0.260419 401-202-X 8-23-1994
WORKING INTEREST AND PERCENTAGE	PETROLEUM CORPORATION - CLARREES H CLARREES H CLARREES H JON F. II - JON F. II - JON F. II - JON F. II - MAX W. III - SALLY RODGERS - SSI PALLE M. YATES - STO LUMNO PEGGY A. YATES - SD PRILLING COMPANY - SS PETROLEUM CORPORATION - SS. SORILLING COMPANY - SS. SPETROLEUM CORPORATION - SS. SORILLING COMPANY - SS. SPETROLEUM CORPORATION - SS. JOHN A.		9800 ABO PETROLEUM CORPORATION 0000 BELLO, FRANCE 0001, CHANGES B. 0001, CHANGES C. 0001, LONF B. 001, LONF B.	5690 ABO PETROLEUM CORPORATION OOG) ESTATE OF LULLE M. YATES 5890 MYCO INDUSTRIES, INC. 0000 NEARBURG EXPLORATION COMPANY 5890 SACRAMENTO PARTNERS LIMITED
OVERRIDING ROYALTY AND PERCENTAGE AND PERCENTAGE	UDOSON PROPERTIES LTD KOCHOON ENTERPRISES FAMILY LAUC. STEPHEN E MARTIN LIVING TRUST MARTIN LIVING TRUST	MODING UDSON PROPERTIES; ITD KOCHEGGEN ENTERPRISES FAMILY LAUCK STEPHENE MARTIN LINIG TRUST OU OU OU OU OU OU OU OU OU O	MATINI LIVING TRUST MATINI LIVING TRUST MATINI LIVING TRUST COLL, CANDER COLL, CANDER COLL, LONE COLL, LAXW. WI COLL, MAX. WI COLL, MAX. WI COLL, LAXW. WI COLL, MAX. WI COLL, LAXW. WI	M JUDSON PROPERTIES, LTD KOCHERGENE ENTERRISES FAMILY LAU CORPORATION LAU CORPORATION LAUCK, STEPHENE Z.500 MARTIN LVINIG, TRUST
BASIC ROYALTY AND PERCENTAGE	12.500000	10.00000 USA 12.500000	100.000000 USA 12.500000	100.000000 USA 12.500000
LESSEE OF RECORD AND PERCENTAGE	YATES PETROLEUM CORPORATION 16	YATES PETROLEUM CORPORATION 16	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION 11
ACRES SERIAL NUMBER AND EXPRIATION DATE	40.000000 IMA-0557142 FEDERAL - HBP	40.000000 IMA-0557142 FEDERAL - HBP	40.000000 NM-405-7142, OCOTILLO PETROLEUM NM-401-202 FEDERAL - HBP	40,000000 IMM-055742, OCOTILLO PETROLEUM NM-401-202 FEDERAL - HBP
R TRACT DESCRIPTION ACRES OF LANDS	40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMIPM SECTION 20: NEASW/4	40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMPM SECTION 20: NW/4SE/4	39 40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMPM SECTION 20: NE/45E/4	3h 40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 21: NW/4NE/4

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NET ENGINE		0.0937500 (0.937500 (0.937500 (0.937500 (0.937500 (0.9375	OPERATING AGREEMENT BOYD X STATE COM #2 SECTION 29: SW/4 402-104-E					2 OPERATING 2 CARCELMENT 2 CONOCO INC. SECTION 30: SECTION 7 401-190-F 12-1-1987	OPERATING AGREEMENT CONOCO INC. SECTION 30: SE4 401-190-F 12-1-1987
	0.130210 2.187500 46.822911	0.937500 (2.08333 (1.041665) (1.041667) (1.041667) (2.937500 (2.93	25.000000 75.000000 J	1.156058 0.770705 1.156058 0.385353 1.445080 1.456820 1.456820 92.173106	1.104964 0.73643 1.104964 1.104960 0.386321 1.104970 1.381210 1.104960 1.392430 1.392430	1.104964 0.736643 1.104964 1.104960 0.368321 1.104970 1.381210 1.104960 1.392430 1.392430	1,117310 0,74873 1,117310 1,117310 0,372437 1,117310 1,396840 1,407990 1,407990	0.312742 (0.206495 / 0.206495 / 0.312742 (0.312740 (0.312740 (0.312740 (0.312740 (0.312740 (0.312740 (0.394110 (0.394110 (0.312740 (0.394110 (0.39	0.312742 (0.208495 A 0.312742 (0.312740 § 0.104247 4 0.312740
AND PERCENTAGE	13.000000 SHARBRO OIL LIMITED COMPANY YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	6.000000 ABO PETROLEUM CORPORATION FIRST ROSWELL COMPANY HOLLYHOCK, LTD LODEWICK, JOHN W. LODEWICK, JOHN W. LODEWICK, JOHN W. REARBUGE EXPLORATION COMPANY SACRAMENTO PARTNERS, LIMITED SPIRAL, INC. VOIGT, WILMS EVELYN YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	8	5.00000 AJVENSHIRE CHILDRENS 0.257590 (ONE, KATHLEEN TRUST, DECD (800) 0.068640 (ONE, RATHLEEN TRUST, DECD (KGC) 0.068640 (ONE, RATHLEEN TRUST, DECD (KGC) 0.068640 (ONE, RATHLEEN TRUST, DECD (KGC) 0.068640 (SACRAMENTO PARTNERS LIMITED 0.282400 STRAL, INC. 1.260001 VATES PETROLEUM CORPORATION	6,000000 ALVENSHIRE CHILDRENS 6,025720 (CONE, KATHLEEN TRUST, DECD (RGC) 6,065540 (CONE, KATHLEEN TRUST, DECD (KGC) 6,065540 (CONE, KATHLEEN TRUST, DECD (KGC) 6,065540 (CONE, TOWN ENDER TRUST, DECD (KGC) 6,065540 (CONE, TOWN ENDER TROLEUM CO. 1,250000 MICCOWN, CATHIE CONE SACRAMENTO PARTNERS LIMITED SACRAMENTO PARTNERS LIMITED	8.5.000000 ALVENSHINE CHILDREN'S 0.257530 (ONE, KATHLEEN TRUST, DEC'D (600) 0.066840 (ONE, KATHLEEN TRUST, DEC'D (KGC) 0.066840 (ONE, KENHETH G. 0.066940 (ONE, TANDY LEE 0.066940 (ONE, TANDY LEE 0.066940 (ONE, TOM R. 1.250000 (MCCOWNI, CATHE CONE SACRAMENTO PARTINERS LIMITED SACRAMENTO PARTINERS LIMITED	\$5,000000 JAUCHSINHING CHILDRENZ 0. 257500 CONE. KATHLEEN TRUST. DECD (KGC) 0.06660 CONE. KATHLEEN TRUST. DECD (KGC) 0.06660 CONE. TANDY LEE 0.06660 CONE. TANDY LEE 0.06660 CONE. TANDY LEE 0.06660 CONE. TANDY LEE 1.250000 SACRAMENTO PARTNERS LIMITED 1.250000 SACRAMENTO PARTNERS LIMITED 1.750000 SACRAMENTO PARTNERS LIMITED	5.000000 AJUVENSHINE CHILIDREN'S G.(36077) CONE, KATHLEEN TRUST, DEC'D (600) G.(35060) CONE, KATHLEEN TRUST, DEC'D (600) G.(35060) CONE, KATHLEEN TRUST, DEC'D (600) G.(35060) CONE, KANN'Y LEE G.(35060) CONE, TONE G.(35060) CONE G.(35060)	AUVENSHINE CHILDRENS CONE, KATHLEEN TRUST, DECD (BOD) CONE, KATHLEEN TRUST, DECD (KGC) CONE, KATHLEEN TRUST, DECD (KGC) CONE, TAMPY LEE CONE, TAMPY LEE HANSOM, REPROJETIN CO
AND PERCENTAGE	TOM BROWN; INC.	BETTY ANDERSOW ASPDEN FAMILY	BETTY ANDERSON ASPOENT EARTH.Y	BETTY ANDERSON ASPDEN FAMILY CHAMBERS, LOLLIE DEE KING, ESTATE DAWSON, NEW, CHAMBERS FREMAN, ALICE ANN HANKS, LIPSCOMBE, CELESTE CHAMBERS PROBANDT WIT.	BETTY ANDERSON ASPOEN FAMILY CHAMBERS, COLLE DEE KING: ESTATE CHAMBERS, ROBERT E. JR. DAWSON, NEW, CHAMBERS ILPSCOMBE, CELESTE CHAMBERS PREMAN, ALCE ANN HAWIS, IPSCOMBE, CELESTE CHAMBERS PROBANDT, W. T. YATES PETROLEEM, CORPORATION	BETTY ANDERSON ASPOEN FAMILY CHAMBERS, LOLLE DEE KING, ESTATE CHAMBERS, ROBERT E., IN. DAWSON, NENA CHAMBERS LIFSCOMBE, CELESTE CHAMBERS INFORMER, CELESTE CHAMBERS INFORMER, W. T. YATES PETROLELIM CORPORATION	BETTY AMDERSON MASPOEN FAMILY CHAMBERS, ROBERTE: JR. DAWSON, NEV, CAMMERS FREEMAN, ALICE ANN HANINS LIPSCOMME, CELESTE CHAMBERS PROSOUME, CELESTE CHAMBERS ATTES PETROLEUM CORPORATION	BETTY ANDERSON ASPOEN FAMILY CHAMBERS (LOLLE DE KING: ESTATE CHAMBERS (NOBERT E: JR. DAWSON: NEVA CHAMBERS FREEMA, ALICE SAN HANKS PROBANDT, W. T. YATES PETROLELIA CORPORATION	O NOME
GE		12.500000	12.500000	12.50000	12.500000	12.500000	12.50000	12.50000	12.50000
BASIC KUTALIT AND PERCENTAGE		100.000000 USA	100.000000 USA	100.000000 USA	100.000000 USA	100.000000 USA	100.0000000 USA	100.000000 USA	100.000000 USA
LESSEE OF RECORD AND PERCENTAGE		YATES PETROLEUM CORPORATION 1	YATES PETROELUM	YATES PETROLEUM CORPORATION 1		,	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	NEARBURG EXPLORATION COMPANY
SERIAL NUMBER AND EXPRIATION DATE		FEDERAL - HBP	DOO INM-0559175 FEDERAL - HBP	40.000000 NM-0559175 FEDERAL - HBP	000 NM-0559175 FEDERAL - HBP	000 NM-0559175 FEDERAL - HBP	41.350000 NM-0559175 FEDERAL - HBP	000 NM-0559175 FEDERAL - HBP	000 NM-54382 FEDERAL - HBP
PTION ACRES DS		TOWNSHIP 19 SOUTH, 40.000000 RANGE 26 EAST, NMPM SECTION 29: SE/4NW/4,	TOWNSHIP 19 SOUTH, 80.000000 RANGE 25 EAST, NMPM SECTION 29: S/2SW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 30: NW/4NE/4	TOWNSHIP 19 SOUTH, RANGE 25 E.KST, NMPM SECTION 30: SW/ANE/4	TOWNSHIP 19 SOUTH, 121.330000 RANGE 25 EAST, NAPM SECTION 30: LOT 1 (NW/ANW/4), E/2NW/4	TOWNSHIP 19 SOUTH, 41.3500 RANGE 25 EAST, NMPM SECTION 30: LOT 2 (SW/4NW/4)	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NIMPM SECTION 30. NIZSE/4, SE/4SE/4	TOWNISHIP 19 SOUTH, 40.000000 RANGE 25 EAST, NMPM SECTION 30: SW/4SE/4
ACRES OF LANDS		40.00 TOWNS RANGE. SECTION	A 80.00 TOWNSP	4b 40.00 TOWNSF RANGE 2 SECTION	4c 40.00 TOWNSF	4d 121.33 TOWNSF	46 41.35 TOWNSP	120.00 TOWNSI RANGE: SECTIOI	40.00 TOWNSF

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REFERENCE		OPERATING AGREEMENT BOYD X SECTION 16: N/2 402-104-C 2-11-1974	OPERATING AGREEMENT AGREEM	OPERATING AGREEMENT BOYD X ST COM 10 SECTION 16: SE/14 402-104-U 8-25-1995	OPERATING AGREEMENT BOYD X ST COM 10 SECTION 18: SE/4 402-104-U 8-25-1995	OPERATING AGREEMENT BOYD X ST COM 10 SECTION 16: SE/4 402-104-U 8-25-1966	OPERATING AGREEMENT BOYD X STATE COM #2 SECTION 29: SW/4 402-104-E	50.000000 OPERATING 50.000000 AGREEMENT BOYD X ST 3 BCTION 29: SE4 SECTION 29: SE4 402-104-L	OPERATING AGREEMENT BOYD X SECTION 16: N	OPERATING AGREEMENT BOYD X SECTION 18: N/2 402-104-C 2-11-1974	OPERATING AGREEMENT AMOLE AMN ST SECTION 16: SW 402-104-H
VTEREST NTAGE	>	YATES PETROLEUM CORPORATION 100.000000	BELLO, ERNIE		BELLO, ERNIE BOSTOJA			<u></u>	YATES PETROLEUM CORPORATION 100.000000	DLEUM CORPORATION 100.00000	FRS HARRIMAN TRUST B. V. TESTAMENTARY
WORKING INTEREST	MCCOWN, C NEARBURG SACRAMENT SPIRAL, INC.	YATES PETR	BELLO, ERNIE BROWN BROTHERS BUNN, FRANCES B. ERNEG, H. JUEN, GENDROW, J. UNC GENDROW, DAVID HOOGE, JOSEPH R. HOOGE, SANFORD HOOGE, CHARLES MOORE, CHARLES KELLER BETSY H. MOORE, CHARLES KERBURGE EXPLOILLAN MOORE, CHARLES SPACE BUILDING CIVER, WILLIAM B SPACE BUILDING ON THE TREDLEUM VATES PETROLEUM VAT			BROWNER BROTHER BROWNER BROWNER BROWNER BROWNER BROWNER BROWNER BROWNER BROWNER BROWNER WILLING CONT PETROLEUM YATES PETROLEUM YATES PETROLEUM	NEARBURG E	NEARBURG E	YATES PETR	·	T.50000 BELLO, ERNIE BROWN BROTHE BUNN, FRANCES ELSIE G. HOLDEI GENDRON, J. W.
OVERRIDING ROYALTY AND PERCENTAGE		NONE	NONE	MOON	NONE		NONE	MONE	NONE.		NORWAN, ELIZABETH-LA, TRUSTEE
		12.50000	12.500000	12.50000		12.500000					12.500000
BASIC ROYALTY AND PERCENTAGE		COMMISSIONER OF PUBLIC LANDS			100.000000 (COMMISSIONER OF PUBLIC LANDS	100.000000 (COMMISSIONER OF PUBLIC LANDS		100.000000 COMMISSIONER OF PUBLIC LANDS	100.000000 COMMISSIONER OF PUBLIC LANDS		100 0000000 COMMISSIONER OF PUBLIC LANDS
						100,000000	100.00000				100.000000 C
LESSEE OF RECORD AND PERCENTAGE		YATES PETROLEUM CORPORATION	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	BP AMERICA PRODUCTION COMPANY	AMERICAN NATIONAL PETROLEUM CO.	UNIT PETROLEUM COMPANY
SERIAL NUMBER AND EXPRIATION DATE		E-10167-4 NM-402-104 STATE - HBP	F.10161-5 STATE - HBP	E-10167-5 STATE - HBP	E-10/87-5 STATE - HBP	E-1016:0-5 NM-402:104 STATE - HBP					LG-884-1 NM-402-104-B STATE - HBP
ACRES		80.00000	40,000000	40,0000	45,00000	40.000000	80.00000	190,000	160.00000	00000000	40.00000 L
TR TRACT DESCRIPTION # ACRES OF LANDS	1	i		I COWNSHIP I SOUTH, RANGE 25 EAST, NIMPA SECTION 16: NIV/4SE/4	COMPANT 19 SOUT IN. RANGE 25 EAST, MARM SECTION 18: SW/4SE/4	COMPANT S SOUTH. RANGE 25 EAST, MIRM SECTION 16: SEASEA	1		PANGE 25 EAST, NMPM SECTION 18: W/ZNE4, N/ZNW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 16: S/ZNW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 16: NE/4SW/4
TR TRAC # ACRE	6	8 8		40.00		7	860.00			90:08	40.00

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REFERENCE	103 1651 1651 1651 103 103 103	028 AGREATING 028 AGREEMENT 028 AMOLE AMN ST COM 1 038 SECTION 16: SW4 004 004 005 005 005 005 005 005 005 005 005 005	103 I OPERATING 103 AGREEMENT 103 AMOLE AMN ST COM 1 103 SECTION 16: SW/4 940 402-104-H 2-15-1983 1103	1440 PEFATING 1440 AGREEMENT 1440 AGREEMENT 1440 BOYD X ST COM 10 570 SECTION 16: SE4 574 402-104-U 8-25-1895 579 1133 11440 1140 1140	286 OFFEATING 428 SECTION 28. S/2 286 402-4622-B 1-15-1975	000) AGREFATING 000) AGREFATING 000) GCTION 28: 5/2 000) 402-4622-8 1-15-1975 000) 000)	000 OPERATING 000 AGREEMENT 000 SECTION 28: 5/2 000 402-4622-B 1-15-1875 000 000 000	2.500000 OPERATING 2.083330 (SAGREEMENT 2.083330 (903-5-W 9-30-1992 4.188670 (403-5-AA 7-1-1992
WORKING INTEREST AND PERCENTAGE	GOODNOW, DAVID HODGE, JOSEPH R. HODGE, SANFORD J., III KAWASAKI, DR. ISAAC, A. KAWASAKI, DR. ISAAC, A. MOORE, CAHRIES CLINE OLIVER, WILLIAM B. TRUST SPACE BULIDING CORPORATION WINT PETROLEUM COMPORATION YANT VRANKEN, FREDERICK, JR. YATES PETROLEUM CORPORATION	ELLO, ERNIE BROWN BROTHERS HARRIMAN TRUST JUNN, FRANCES B. STARBBURG EVEN-DATION COMPANY DIVER, WILLIAM B. TRUST PRACE BUILDING CORPORATION THE PETROLEUM COMPANY ATES PETROLEUM COMPANY	6 250000 BELLO, ERNIE 5.20000 BROWN BROTHERS HARRIMAN TRUST 0.099103 (1.333173 BUNN, FRANCES B. 0.099103 (1.66267) OLIVER, WILLIAM B. TRUST 0.099103 (1.66267) OLIVER, WILLIAM B. TRUST 0.099103 (1.66267) OLIVER WILLIAM B. TRUST 0.099103 (1.66267)	OCOOD BELLO, ERNIE BROWN BROTHERS HARRIMAN TRUST BUNN, FRANCES B. ELSIE G. HOLDEN, TESTAMENTARY HODGE, SANFORD J., III KELLER, BETSY H. NEARBURG EXPURATION COMPANY OLIVER, WILLIAM B. TRUST UNIT PETROLEUM COMPANY VAN VRANKEN, FREDERICK, I	ANGOALE CORPORATION MEWBOURNE, CURTIS W. NEARBURG EXPLORATION COMPANY RUTHEA, INC. VATES PETROLEUM CORPORATION	MEMBOURNE, CURPORATION MEMBOURNE, CURTIS W. MEARBURG EXPLORATION COMPANY MEATHER, INC. OM BROWN, INC. MINTAGE PETROLEUM, INC. ATES PETROLEUM CORPORATION	0.28280 F & JENERGY PARTNERS, LTD. 3.533000 0.086564 IANGOALE CORPORATION 0.0523000 J. 0.086564 IANGOALE CORPORATION 0.0523000 J. 0.0863656 MEWBOLNER. CURTIS W. 26.440000 0.040687 RETNOLLES, FRED N. 3.633000 0.040687 RETNOLLEJM, INC. 12.500000 0.040687 VATES PETROLEUM, INC. 12.500000 0.040687 VATES PETROLEUM CORPORATION 50.000000 0.040687 VATES PETROLEUM CORPORATION 50.000000 0.040687 VATES PETROLEJM CORPORATION 50.0000000 0.040687 VATES PETROLEJM CORPORATION 50.000000	0.324220 COLUMBIA RIVER RESOURCES, INC. 12.5000000 (c):000071 ESTATE OF LILLE M. YATES 2.083330 (c):003756 (starBRO OIL LMNTED COMPANY 2.083330 (c):09373 TRUST O LIMY D'EGGY A. YATES 2.083330 (c):093756) [VATES DRILLING COMPANY 4.168670]
OVERRUMG ROYALTY AND PERCENTAGE**		NORMÁN, ELZABETH J., TRUSTRE YATES PETROLEUM CORPORATION P	NEARBURG EXPLORATION COMPANY NORMAN, ELEVEREN L. TRUSTEE UNIT PETROLEUM CORPORATION VATES PETROLEUM CORPORATION	NORWAY BILXAETH 1. ITAUSTEE				0.195310 CHAMBERS, LOLLIE DEE KING, ESTATE 0.434940 CHAMBERS, ROBERTE E., IR.
BASIC ROYALTY AND PERCENTAGE			100,000000 COMMISSIONER OF PUBLIC LANDS	100,000000 COMMISSIONER OF PUBLIC LANDS		100.000000 COMMISSIONER OF PUBLIC LANDS	100.000000 COMMISSIONER OF PUBLIC LANDS	75.000000 BECK, RAY HALL 8.33333 BOWEN, BETTANNE H., LIVING 4.166607 CARTER, MICHAEL T. 4.166607 CARTER, STERLING MARC 4.166607 CARTER, STERLING MARC 4.166607 (CAUHAPE PROPERTIES PARTNERSHIP
LESSEE OF RECORD AND PERCENTAGE		UNIT PETROLEUM	UNIT PETROLEUM	UNIT PETROLEUM	YATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY SHARBRO OIL LIMITED COMPANY ESTATE OF LILLE M. YATES YATES, JOHN A.
ACRES SERIAL NUMBER AND EXPRIATION DATE		40.000000 LG-864-1 NM-402-104-B STATE - HBP	40,000000 LG-884-1 NM-402-104-B STATE - HBP	40,000000 LG-894-1 NM-402-104-B STATE - HBP	40.000000 K-6096-5 NM-402-4622-A SYATE -HBP	40,000000 K-6096-5 NM-402-4622-A STATE -HBP	80 000000 K-6096-5 NM-402-4622-A STATE -HBP	10.000000 ROY E. GLASS, ETUX NM-403-5B FEE - HBP
TR TRACT DESCRIPTION # ACRES OF LANDS			00.0 4		Į.	98 40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 28: NEASW/4	86 80.00 TOWNSHIP 19 SOUTH. RANGE 25 EAST, NMPM SECTION 28: S/ZSW/4	10 40.00 TOWNSHIP 19 SOUTH. RANGE 25 EAST, NMPM SECTION 17: NW/4NE/4

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REFERENCE		AGREMENT 4 AGREEMENT 5 SECTION 17: NE4 403-5-AA 7-1-1992
RE	2.083340	0.750000 2.083333 AGE 0.7500000 SEC 0.7500000 0.7500000 0.7500000 1.66080 1.2500000 2.083333 4.166688 12.500000 2.083333
	RPORATION	TES COMPANY SS AA YATES ARPORATION
WORKING INTEREST AND PERCENTAGE	YATES, JOHN A.	COGGIN, BILL E ESTATE OF LILLIE M. YATES KERN, WILLIAM M., JR. MARTIN, R. A SHARBRO OIL LIMITED COMPANY SOUTHWEST ROYALTIES TOTH, JON P. TOWN, INC. TOWN, INC. TOWN, INC. TOWN I
WOR	0.051756) (VATE 0.091756) (ATE 0.005250) 0.005756) 0.005756)	0.108074 ESTATE: 0.108074 ESTATE: 0.108075 ESTATE: 0.108073 ESTATE: 0.08073 ESTATE: 0.08073 ESTATE: 0.08073 ESTATE: 0.08073 ESTATE: 0.08073 ETATE: 0.08075 E
	S Night State of the state of t	
OVERRIDING ROYALTY AND PERCENTAGE	FREEMAN, ALICE ANN HANKS HUNTINGTON ENERGY L.C. LIPSCOME, CELESTE CHAMBERS OSCURA RESOURCES. INC. PROBANDT W.T. 4. JEANETTE L. ROBERTS, MIKE H.	CHAMBERS, LOLLIE DEE KING. ESTAT CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. CHAMBERS ESSIMAN, JAMES H. THERMAN, ALLIC AND RESTORMY, LICE INFOCMBE, CELESTE CHAMBERS OSCURA RESOURCES INC. PROBANDT W. T. & LANDETTE J. ROBERTS, MIKE H. A. CHAMBERT E. ROBERTS, MIKE H. T. CHAMBERT E. ROBERTS E.
OVERRIDI AND PERC	390630 990830	16530 077320 1077320
Y 4GE	CHILDRESS, JAMES W. CHILDRESS, JAMES W. CHILDRESS, SHIRLEY CLIRRY ALFRED FOY, IV DESPER, LYNN E. THIS, SALLY A. THENS, SALLY A. THENS SALLY A. THENG SALLY A. THENGER B. W. THINKLE, LAMES H. & BETTY R. HINKLE, LAMES H. & BETTY R. HOWELL, JAMES H. & BETTY R. HOWELL, JAMES H. & BETTY R. HOWELL, SHREFY M. KINCAND, HUGH M. LANDSHEFT WILLIAM BRIAN CLANGFORD, LOU AR & VALERIE MARSHALL, CLARIBEL Y. TRUST MCDONALD, JAMES C., JR. MCDONALD, JAMES C., JR. MCDONALD, JAMES C., JR. MCDONALD, JAMES C., JR. MCDONALD, JAMES C. PHILLIPS, DON'R ASSOCIATES QUEITCO SUPERIOR FOUNDATION RABIRIN, MARGARET SWOPE RAND, HELEN CHASE TRUST RIDLE, MARY G. SARTORI, JENNE HINKLE SARTORI, JENNE HINKLE SARTORI, JENNE MRY G. SCOTHÉRE, THELMA M. SCOTT, KENNA CARTER SWOOPE, JAMES R.	TUNNER, GALE ELIZBETH L. VANA WINKICE, JOANNE D. YATES BROTHERS BECK, RAY HALL BOWEN, BETTANNE H., LUNING BOWEN, BETTANNE H., LUNING CATTER, MUCHEL F. CAULAPE STERLING MARC CAULAPE STERLING MARC CAULAPE SS. SHIRLE W. CHILDRESS, SHIRLE W. CHARPER, B. W. CHARPER, STERLING MARSHALL & BETTY R. CHANGSHET, WILLIAM BRIAN CHANGSHET, WILLIAM JACK MARSHALL & WINSTON, INC. MCDONALD, JAMES C., JR. MC
BASIC ROYALTY AND PERCENTAGE	4.166699 CHILDRESS, JAMES W. 16.300000 CHILDRESS, JAMES W. 16.16667 DESPER, LYNN E. 16.1667 DESPER, LYNN E	TUNNER, SATE ELLABETH, YANN WINKE, JOANNE D. YATES BROTHERS BOWEN, BETTANLE H. LUNN BECK, RAY HAML BOWEN, BETTANLE H. LUNN GO CANTER, STERLING MARC GO CAULAPE PROPERTIES PAR' GO CHILDRESS, SHIRLEY GO CHILLS, SALLY GO HARRES B. B. GO CHILLS, SALLY GO HARRES L. LANN GO HINLE, LAMBES ILSE HINKLE, LAMBES ILSE GO HINKLE, LAMBES ILSE HINKLE, LAMBES ILSE HINKLE, LAMBES ILSE HINKLE, LAMBES ILSE GO CHARD HARDH H. R. LANDSHEFT, WILLIAM BRIAN GO CHANDO, EDDIE M. & VALE MARSHALL & WINSTON, INC. MARSHALL & WINSTON, INC. MARSHALL & WINSTON, INC. MARSHALL & WINSTON, INC. MARSHALL LAMBES ON & A SSSOCIATE GO CHOTICO SUBFRIOR FOUND R. R. HINKLE COMPANY, INC. PATHERSON RANDY G. GOUFTICO SUBFRIOR FOUND R. R. HINKLE COMPANY, INC. RAND, HELEN COMBANY, INC. RAND, HELEN COMBANY INC. RAND, HELEN CHASE TRUST RIDDLE, MARY G.
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RO E	IN CORPORATION M. YATES M. YATES M. YATES M. YATES M. CORPORATION M. YATES M. CORPORATION M. COR	ATES PETROLEUM CORPORATION ATES DRILLING COMPANY SHARROS OIL LUMITED COMPANY ATES JOHN A ATES DRILLING TO COMPANY ATES DRILLING COMPANY ATES DRILLING COMPANY ATES PETROLEUM CORPORATION ATES PETROLEUM CORPORATIO
LESSEE OF RECORD AND PERCENTAGE	TRUST OLUWIO PEGGY A. YATES VATES PETROLELIM CORPORATION SHARBRO OIL LIMITED COMPANY ESTATE OF LILLE M. YATES VATES OF LILLE M. YATES VATES PETROLEUM CORPORATION VATES PETROLEUM CORPORAT	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY ESTATE OF LILLE M. YATES YATES, JOHN A. TRUST OLI UMNO PEGGYA YATES YATES PETROLEUM CORPORATION YATES PE
MBER AND N DATE	CORDELLA M. KINCAID, ETAL THA 403-5C TEE - HBP TOO CHILDRESS, ETUX / CONOCO NA-403-5C NA-403-5C TEE - HBP TEE - HB	ROY E. GLASS, ETUX NM-403-58 FEE - HBP CORDELLA M. KINCAID, ETAL NM-403-50 FEE - HBP F
SERIAL NUMBER AND EXPRIATION DATE		000 ROY E. GLASS, ETUX NM403-59 FEE - HBP CONTOCHILA M. KINCAIL NM403-50 FEE -
ACRES	10,000000 1,250000 2,500000 3,750000 5,000000	20,000000 2,500000 5,000000 5,000000 7,500000 10,000000 10,000000
NO		TOWNSHIP 19 SOUTH. RANGE 26 EAST. NMPM SECTION 17: S/ZNE/4
CT DESCRIPTION		
TR TRACT # ACRES		14a 80 00

TRACT DESCRIPTION	ACRES SERIAL NUMBER AND	LESSEE OF RECORD	BASIC ROYALTY	OVERRIDING ROYALTY	WORKING INTEREST	REFERENCE
	EXPRIATION DATE	AND PERCENTAGE	AND PERCENTAGE	AND PERCENTAGE	AND PERCENTAGE	
			SARTORI, JENNA HINKLE SAUNDERS, ALLISON CLAIRE C. SCHAFER, THELMA M. SCOTT, KENNA CARTER SWOPE, JAMES R. TURNER, GAYLE ELIZABETH L. VAN WINKLE, JOANNE D.			
10b 40.00 TOWNSHIP 19 SOUTH. RANGE 25 EAST, NMPM SECTION 17: NEANE(4	10.000000 ROY E. GLASS, ETUX NM4403-58 FEE - HBP	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY SHARBRO OIL LIMITED COMPANY ESTATE OF LILLIE M. YATES YATES, JOHN A. YATES TRUST Q. UNWO PEGGY A. YATES	SECK, RAY HALL ARREN, BETTANNE H., LIVING ARRER, MICHEL T. ARTER, STERLING MARC ARTE	0.196310 CHAMBERS. LOLLIE DEE KING. ESTATE 0.334220 E. 0.40410 CURRY. ELORENCE M. ESSMAN 0.104170 CAMSON, NEVA CHAMBERS. 0.104170 CAMSON, NEVA CHAMBERS. 0.104170 CAMSON, NEVA CHAMBERS. 0.104170 CAMSON, NEVA CHAMBERS. 0.1063750 T. 0.30630 FREEMAN, TAMER.	90 ESTATE OF LILLE M. YATES 14 SHARBRO OLL LIMITED COMPANY SO SOUTHWEST ROYALTIES 31 TRUST O LIMNO PEGGY A. YATES 90 YATES DRILLING COMPANY 90 YATES PETROLEUM CORPORATION	2.083330 OPERATING 2.08330 GAREEMENT 12.500000 SECTION 17: NEA 2.08330 403-5-W 9-30-1992 75.000000
			CHILDRESS, SHIRLEY CRANFORD, JO ALICE CURRY, ALFRED FOY, IV DESPER, LYNN E. ELLIS, SALLY A. HARPER, B. W.	0312 1080 0625 9187 0937	YATES, JOHN A.	2.083340
	1.250000 CA LAND & CATTLE CO. / CONGCO NATURE CO. / CONGCO NATURE CO. / CONGCO FEE. 148 FEE.	YATES PETROLEUM CORPORATION VATES PETROLEUM CORPORATION		0.439460 0.73240 0.146490 0.009620		, , , , , , , , , , , , , , , , , , ,
	NM-403-50 Z.500000 FLOYD CHILDRESS, ETUX / CONOCO NM-403-5P	YATES PETROLEUM CORPORATION		0.186310 0.186310 0.214640 0.130210		
	2.500000 CLARENCE E. HINKLE, ETUX / CONOCO NATE AND	VATES PETROLEUM CORPORATION	100.0000000 LANGFORD, JEFFERSON MILNER LANGFORD, JEFFERSON MILNER LANGFORD, LOUD ANN LANG	0.130210 0.195300 0.185300		
	2.500000 R. R. HINKLE ESTATE / CONOCO NM4403-SR FEE - HBP	1		0.097660 3.12500 0.586940		
	3.750000 DON PHILIPS & ASSOCIATES / CONOCO NM-403-5S FEE - HBP	YATES PETROLEUM CORPORATION		0.073240 0.290040 0.250040	- Paragraphic Control	
	1.250000 QUETICO SUPERIOR FOUNDATION / CONOC NM-403-5T FEE - HBP	YATES PETROLEUM CORPORATION		0,878910 0,2880410 0,073240		
	5.000000 MARSHALL & WINSTON, INC. / CONOCO	SOUTHWEST ROYALTIES, INC.		1.64.0630 0.38030 0.0100000000000000000000000000000000		
				0.058590 0.073240 0.0585400 0.008590		- All to all a
				0.00700 0.10470 0.10470		
			TURNER, GAYLE ELIZABETH L. VAN WINKLE, JOANNE D. YATES BROTHERS		100	
CONNSHIP BS SOUTH. RANGE 25 EAST, IMPM SECTION 17: W/ZNW/4		YATES PETROLEUM CORPORATION YATES DRILLING COMPANY SHARBRO OIL LIMITED COMPANY ESTATE OF LILLE M. YATES YATES, JOHN M. TRUST Q. LIMION PEGGY A. YATES	75.000000 BECK, RAY HALL 8.33333 BOWEN, BETTIANNE H., LIVING 4.166667 CARTER, MICHAEL T. 4.166667 CARTER, STERLING MARC 4.166667 CAUHAPE PROPERTIES PARTNERSHIP 4.166669 CAUHAPE SNOPERTIES PARTNERSHIP 4.166669 CAUHAPESS, JAMES W.	0.196320 CHAMBERS, LOLLE DEC KING.; ESTATE	STATE OF LILLE M. YATES MARRON OL LUMITED COMPANY RUST OLUWIO PEGGY A. YATES A'TES DERICLING COMPANY A'TES PETROLEUM CORPORATION 'A'TES. JOHN A.	1.041700 QREEATING 1.041700 AGREEMENT 1.041800 CONOCO, INC. 2.083300 JENNY COM 1, 2 2.083300 JENNY COM 1, 2 1.041700 403557 41-1933
	20 000000 CORDELLA M. KINCAID, ETAL NM-403-6C FEE - HBP	YATES PETROLEUM CORPORATION YATES BRILLING COMPANY SHARBO OUL LIMITED COMPANY ESTATE OF LILLE M. YATES YATES, JOHN M.	75,00000 CHILDRESS, SHIRLEY 8,33333 (RANFORD, JO ALICE 4,166607 CLRRY, ALFRED FOY, IV 4,166607 DESPER, LYNI E. 4,166607 FLUSSPER, LYNI E.	03126 1419 06250 91876		OPERATING AGREEMEN CONOCO, II BARBARA F
	CA LAND & CATTLE CO. / CONOCO NM-403-SN IFEE - HBP	+	100.000000 HINKLE LIVING TRUST 100.000000 HINKLE CHARLES E. HINKLE, CHARLES E.	0.19940 0.439440 0.073240 0.146480		SECTION 17: SW/4 403-5-X 4-1-1993
	2.500000 I. J. MARSHALL, ETUX / CONOCO NM-403-50 FEE - HBP		100.00000 HINKLE, KRISTEN HOWELL, JAMES H. & BETTY R. HOWELL, SHIRLEY M.	0.036820 0.185320 0.185320		
	5.000000 FLOYD CHILDRESS, ETUX / CONOCO NM-403-5P FEE - HBP		100.000000 KINCAID, HUGH M. LANDSHEFT, RICHARD H., JR. LANDSHEFT, WILLIAM BRIAN	0.214840 0.130200 0.130200		MA OL
			100.000000 LANGFORD, JEFFERSON MILNER LANGFORD, LOU ANN LANGFORD, ROBERT GLASS	0.16520 0.165300 0.196300		
	5.000000 R. R. HINKLE ESTATE / CONOCO NM-403-5R FEE - HBP	YATES PETROLEUM CORPORATION	100.000000 MAHFOOD, EDDIE M. & VALERIE MARSHALL & WINSTON, INC. MARSHALL, CLARIBEL Y. TRUST	3.125000 0.885940		

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REFERENCE		0.520836 AGREEMENT 0.520830 AGRE	1.041700 OPERATING 1.441700 ARREMENT 1.041500 CONOCO, INC. 2.083300 BARBARA, FEDERAL 10 93.750000 SECTION 17. SW/4 1.041700 403-5.X 4-1-1993
WORKING INTEREST		20.083210 (SENTE OF LUMITED COMPANY 0.083720 TRUST O ULWIO PEGGY A VATES 0.03720 TRUST O ULWIO PEGGY A VATES 0.02720 VATES DRILLING COMPANY 0.083720 VATES PETROLEUM CORPORATION 0.02720 VATES JOHN A. 0.083720 VATES JOHN A. 0.083720 VATES O ULWIO PEGGY A VATES O ULW	0.425780 ESTATE OF LILLIE M. YATES 0.414203 PARABRO OLI LIMITED COMPANY 0.0693780 TRUST Q LWW/O PEGGY A YATES 0.141380 YATES DRILLING COMPANY 0.0693780 YATES DRILLING COMPANY 0.0293780 YATES PETROLELIM CORPORATION 0.2593280 YATES, JOHN A. 0.041280 0.041280 0.062500 0.062500 0.0893780
OVERRIDING ROYALTY THE STATE OF		8 6 1 1 1 1 1 1 1 1 1 1	CHAMBERS, LOLLE DEE KING, ESTATE CURRY, FLORENCE, M. ESSANN CURRY, FLORENCE, M. ESSANN DAWISON, NEVA CHAMBERS SASSANN, JAMER REERANN, JALOE AN HANNS HUNTHOSTON ENERGY, LLC LIPSCOMBE, CELESTE CHAMBERS OSCURA, RESOURCES, INC. PROBANDT, W. M. ROBENTS, MIKEH ROBERTS, MIKEH
BASIC ROYALTY AND PERCENTAGE	MCCAW, WILLIAM JACK MCDONALD, JAMES C., IR. MEDFORD, CYDNEY MCDONALD PATTERSON, RANDY G. PHILLES, DON & ASSOCIATES OUETICO SUPERIOR FOUNDATION R. R. HINKLE COMPANY, INC. RABURN, MARGARET SWOPE RAND, HELEN CHASE TRUST RIDDLE, MARY G. RENOLE, GAYLE GLASS SARTORI, JENNA HINKLE SALVINERS, ALLIZON CLARE C. SALVINERS, ALLIZON CLARE C. SALVINERS, ALLIZON CLARE C. SALVINER, AND CARTER SSOCH, KENNA CARTER SSOCHE, GAYLE GLIZABETH I. VAN WINKLE, JOANNE D. VATES BROTHERS	ERSHIP 0.196 0.104 0.105 0.105 0.007 0.007 0.105	75.000000 BECK, RAY HALL 8.33333 BOWEN, BETTANNE H., LIVING 1.4.166667 CARTER, SITERLING MARC 4.166667 CARTER, SITERLING MARC 4.166667 CARTER, SITERLING MARC 6.160687 CARTER, SITERLING MARC 75.00000 CHILDRESS, JAMES W. 75.00000 CHILDRESS, JAMES W. 75.00000 CHILDRESS, SHRLEY 8.33333 CARADO, JO ALICE 9.0390020 4.166667 CLIRRY, ALFRED FOY, IV 74.166667 CLIRRY, ALFRED FOY, IV 74.16667 CLIRRY, A
LESSEE OF RECORD AND PERCENTAGE		VATES PETROLEUM CORPORATION VATES DRILLING COMPANY SHARBRO OIL LIMITED COMPANY STATE OF LILLIE M. YATES TRUST OLIMINO PEGGY A YATES TRUST OLIMINO PEGGY A YATES TRUST OLIMINO COMPANY STATE OF LILLIE M. YATES VATES PETROLEUM CORPORATION VATE	YATES PETROLEUM CORPORATION 750 YATES DELLIUNG COMPANY 8.3 SHARBRO OIL LIMITED COMPANY 4.1 ESTATE OF LILLE M. YATES 7 YATES, JOHN A. 7 YATES PETROLEUM CORPORATION 750 YATES PETROLEUM CORPORATION 8.3 YATES PETROLEUM CORPORATION 8.3 YATES PETROLEUM CORPORATION 4.1 ESTATE OF LILLE M. YATES 7 YATES, JOHN A. 1 TRUST Q. LUMITED COMPANY 4.1 ESTATE OF LILLE M. YATES 7 YATES, JOHN A. 1 TRUST Q. LUMIC PEGGY A. YATES 1.1 YATES PETROLEUM CORPORATION 10000
ACRES SERIAL NUMBER AND EXPRIATION DATE	7.500000 DON PHILLIPS & ASSOCIATES / CONOCO NATURAL SE NATURA S	D. ETAL O. / CONOCO (// CONOCO I. ETUX / CONOCO / CONOCO / CONOCO POUNDATION / CONOC N. INC. / CONOCO N. INC. /	20.000000 ROY E. GLASS, ETUX NM-403-5B FEE - HBP 20.000000 CORDELLA M. KINCAID, ETAL NM-403-5C FEE - HBP C.5000000 CA LAND & CATTLE CO. / CONOCO
TR TRACT DESCRIPTION # ACRES OF LANDS		11a 40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 18: NEANEL4	11b 80.00 TOWNSHIP 16 SOUTH, RANGE 25 EAST, NMPM SECTION 17: EZSW/4,

REFERENCE		1.041700 AGREEMENT 1.041600 CONOCO. INC 1.041600 CONOCO. INC 2.083300 SECTION 17. SE4 93.750000 403-5-AB 4-1-1993 1.041700
WORKING INTEREST AND PERCENTAGE		257700 SCHATE OF ULLIMITED COMPANY 593790 SHARBRO OUL LIMITED COMPANY 593790 TRUST O UNWO PEGGY A. YATES ST3750 YATES, JOHN A. M CORPORATION 53750 HIG930 S93750 STROLEUM CORPORATION 531250 S193750 S
OVERRIDING ROYALTY AND PERCENTAGE		8523 CHAMBERS, LOLIE DEE KING, ESTATE 4140 CHAMBERS, ROBERTE, ILING 4140 CHAMBERS, ROBERTE,
	0.073240 0.146480 0.0146480 0.146480 0.130200 0.130200 0.130200 0.130200 0.130200 0.130200 0.130200 0.037340 0.073240	75. TE TO
BASIC ROYALTY AND PERCENTAGE	HINKLE, CHARLES E. HINKLE, JAMES LISLE 100.000000 HINKLE, KRISTEN HOWELL, JAMES H. & BETTY R. HOWELL, JAMES H. & BETTY R. HOWELL, SHRIEV M. LANDSHETT, SHILLEN BRIAN 100.000000 LANGFORD, JEFERSON MILNER LANGFORD, DEDIE M. & VALERIE MARSHALL, CLARBELY, TRUST MARGFORD, JAKES C., JR. 100.000000 MALHER, SUNDEY & RODONALD PATTERSON, RADOVELD PATTERSON, RADOVELD ATTERSON, RADOVELD ATTERSON, RADOVELD RABURA, MARGARET SWOPE RAND, HELEN CHASE SANTORI, JENNA CLARE C. SCHAFER, THELMA M. SCOTT, KENNA CARTER SWOPE, JAMES R. TURNAR GAYLE ELIZABETH, VAN WINKLE, JOANNE D. VATE BROTHERS	75.000000 BECK, RAY HALL 8.333333 BOWEN, BETTARL 4.166667 CARTER, SITERL 4.166667 CAUHAPE PROPING 4.166667 CAUHAPE PROPING 6.333333 CRANFORD, JO J 4.166667 DESPER, LYNN E 8.333333 CRANFORD, JO J 4.166667 DESPER, LYNN E 4.166669 DESPER, LYNN E 100.000000 HINKLE LUNING TI HINKLE, JAMES E HINKLE, JAMES E HOWELL, JAMES E 100.000000 HINKLE KRISTER HOWELL, SHIRLE 100.000000 MARCHET, RIC 100.000000 MARCHET, RIC 100.000000 MARCHOD, EDDIN MARCHOLD, EDDIN MARCHOLD, LOU MARCHOLD, LOU MARCHOLD, AND MARCHOLD, SARRER RAINING E CANLE RAINING E CANLE ROOTH KENNA C SCHAFER, THEIR MARCHOLD, SARRER MANN MARCH MANN MANN MANN MANN MANN MANN MANN MANN
LESSEE OF RECORD AND PERCENTAGE		YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION SHARBRO OLL LIMITED COMPANY ESTATE OF LILLIE M. YATES YATES, JOHN A. TAUSIS QUIMO PEGGY A. YATES YATES DELLING COMPANY STARS OLL LIMITED COMPANY STARS, OLL LIMITED COMPANY STARS, OLL LIMITED COMPANY STARS, OLL LIMITED COMPANY STATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION
ACRES SERIAL NUMBER AND EXPRIATION DATE	NM. 403-5N 1. J. MARSHALL, ETUX/CONOCO NM. 403-50 NM. 403-50 FLOYO CHILDRESS, ETUX/CONOCO NM. 403-50 FEE - HBP CLARENCE E. HINKLE, ETUX/CONOCO NM. 403-50 FEE - HBP RE E. HBP REE. HBP MA. 403-50 FEE - HBP NM. 403-50 NM.	20.000000 ROY E. GLASS, ETUX MA403-5E FEE - HBP 2.5000000 CALLAND & CATTLE CO / CONOCO MA403-5C FEE - HBP 2.5000000 CALLAND & CATTLE CO / CONOCO I. J. MARSHALL, ETUX/ CONOCO II. J. MARSHALL, ETUX/ CONOCO II. J. MARSHALL, ETUX/ CONOCO II. MA403-5C FEE - HBP 5.0000000 I. J. MARSHALL, ETUX/ CONOCO MA403-5C FEE - HBP 7.50000000 R. R. HINKLE ESTATE / CONOCO MA403-5C FEE - HBP 7.50000000 R. R. HINKLE ESTATE / CONOCO MA403-5C FEE - HBP 7.50000000 POWN-HILLIPS & ASSOCIATES/ CONOCO MA403-5C FEE - HBP 7.5000000 POWN-HILLIPS & ASSOCIATES/ CONOCO MA403-5C FEE - HBP 10.0000000 MA403-5C FEE - HBP
TR TRACT DESCRIPTION # ACRES OF LANDS		

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TR TRACT	CT DESCRIPTION	ACRES	SERIAL NUMBER AND	ILESSEE OF RECORD	181	BASIC ROYALTY	IOVERRIDING ROYALTY (1882)	INOBKING INTEREST		REFERENCE
# ACRE			EXPRIATION DATE	AND PERCENTAGE	A	AND PERCENTAGE	AND PERCENTAGE	AND PERCENTAGE		
13 40.00	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 19: SW/4NE/4	10.00000	J JOHN MCGIVNEY, ETUX NM-403-448 FEE, - HBP	VATES PETROLEUM CORPORATION	100:000000 BE BF		Hills III	0.023920 YATES PETROLEUM CORPORATION 0.094840 0.094840	100.000000 OPERATING AGREEMEN ROSS EG FI	OPERATING AGREEMENT ROSS EG FED COM #2
		10.00000) FRANCES FELL MCELRATH, ETAL NM-403-448-L FFF - HRP	YATES PETROLEUM CORPORATION	100.000000 EL		JOHN W. GATES, LICO LIPSCOMBE, CELESTE CHAMBERS	0.084640 0.084640	<u>: ω ₹</u>	SECTION 19: NE/4 401-202-U 5-20-1986
		20.00000	JED PARISH ETUX / ROGER HANKS INM-403-448-M FEE - HBP	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY ABO PETROLEUM CORPORATION MYCO INDUSTRIES. INC.	93.33340 MK 2.222220 MK 2.222220 MK 2.222220 MK 9.90 MK	', INC.	PROBANDI WIT. & JEANETTE.	00000	,	
13a 80.00	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 19: NW/4SF/4	20.00000	JOHN MCGIVNEY, ETUX NM-403-448 FFF . HRP	YATES PETROLEUM CORPORATION	100.00000 BE		<u>ш</u> (т	0.760188 AUVENSHINE CHILDREN'S 0.253398 CONE, KATHLEEN TRUST, DECD (BOO)	0.840000 O	OPERATING AGREEMENT
	SE/4SE/4	20.00000	J FRANCES FELL MCELRATH, ETAL NM403-448-L FEE - HBP	YATES PETROLEUM CORPORATION	100.000000 EL	MELLIS, GEORGE R. HINES, ELIZABETH E. MCCOMR VIRGINIA FEIT I INVING TRIEST	OWING TOWN TO THE STREET OWN THE STR		0.280000 40	SECTION 19: SE/4 401-202-S 6-13-1986
		40,00000) ED PARISH, ETUX / RÖGER HANKS NM-403-448-M FEE - HBP	VATES PETROLEUM CORPORATION VATES PRILIUMS COMPANY VATES PRILIUMS COMPORATION MYCO INDUSTRIES, INC.	2.22220 MG 2.22220 MG 2.22220 MG 2.22220 PA PA		UPSCOMBE, CELESTE CHAMBERS: MOCAW, JACK W. J. PPOBANDT W. T. & LENETTE J.	3396 3375 3375	1.05000 3.251900 0.665368 0.837500 12.500000 7.306250	
\neg	1								1.525000 1.395234 67.642500	
13b 40.00	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 30: NE/4NE/4	10.00000	JOHN MCGIVNEY, ETUX NM-403-448 FEE - HBP	YATES PETROLEUM CORPORATION	100.00000 BE	O BEGGS, JOHN C. & VIRGINIA M. BEGGS, JOHN C. & VIRGINIA M. BRIDENBAUGH, MARY ANN		0.507815 AUVENSHINE CHILDREN'S 0.169272 CONE, KATHLEEN TRUST, DECD (BOO) 0.169272 CONE, KATHLEEN TRUST, DECD (KGC)	1.117310 0.744873 1.117310	
		10.00000		YATES PETROLEUM CORPORATION	100.000000 BF EL EL		FREEMAN, ALICE ANN HANKS JOHN W. GATES, LLC LIPSCOMBE CELESTE CHAMBERS	0.858780 CONE, KENNETH G. 0.750000 CONE, RANDY LEE 0.189272 CONE, TOM R.	1.117310 0.372437 1.117310	
		20.000000	DEO PARISH, ETUX / ROGER HANKS NM-403-448-M FEE - HBP	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY ABO PETROLEUM CORPORATION MYCO INDISTRIES INC	93.333340 EL 2.222220 HII 2.222220 MC		MCCAW, JACK W. AATES PETROLEUM CORPORATION	0.75000 HANSON-MCBRIDE PETROLEUM CO. 1.025000 SACRAMENTO PARTNERS LIMITED SPIRAL, INC.	1.396640 1.407990 1.407990	
	- !			ייין כס ואנסטו אובט וואסט	W	MCGIVNEY, JOHN C. MCGUNDDY COMM. & ENERGY, INC.		TATES PERCUEDIN CORPORATION	90.200050	
96 00.00	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 30: SE4NE/4	10.00000	JOHN MCGIVNEY, ETUX NM-403-448 FEE - HBP	YATES PETROLEUM CORPORATION	100.00000 PA PA R.		CHAMBERS, LOLLIE DEE KING, ESTATE CHAMBERS, ROBERT E. JR. DAWSON NEVA CHAMBERS	0.507815 AUVENSHINE CHILDREN'S 0.189272 CONE, KATHLEEN TRUST, DEC'D (BOO) 0.189272 CONE, KATHLEEN TRUST, DEC'D (KGC)	1.104964 0.736643	
	······································			YATES PETROLEUM CORPORATION	100.00000 EL	TRUST	0.195400 FREEMAN ALICE ANN HANNS 0.195400 JOHN W. GATES-ILLC 0.781940 LIPSCOMBECELESTE CHAMBERS	0.659760 CONE, KENNETH G. 0.750000 CONE, RANDY LEE 0.169772 CONE, TOM R.	0.368321	
		20.00000		YATES PETROLEUM CORPORATION YATES DRILLING COMPANY ABO PETROLEUM CORPORATION	93.333340 MC 2.22220 MC 2.22220 MC		MCCAW, JACK W TYATES PETROLEUM CORPORATION	0.750000 HANSON-MCBRIDE PETROLEUM CO. 1625000 MCCOWN, CATHIE CONE SACRAMENTO PARTNERS LIMITED	1.381210 1.104960 1.392430	
	ŀ			MYCO INDUSTRIES, INC.	2.2223		4.689620 4.689620 0.390840	SPIRAL, INC. YATES PETROLEUM CORPORATION	1.392430	
80.00	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 10: ECHANIA	3.333333	INLEASED MINERALS INLEASED MINERALS	JOHNSON ENTERPRISES, LTD LODEWICK ENERGY, INC.	100.00000		1 €	EXPLORERS PETROLEUM CORP. HARVEY E. YATES COMPANY		OPERATING AGREEMENT
	SECTION S. COMMY.	10.00000	INLEASED MINERALS JINLEASED MINERALS IN FASED MINERALS	JOHN W. LUDEWICK LAURA B. LODEWICK A IRA PATRICIA I ODEWICK	190 0000		1.562500 1.562500 2.43750	JALAPENO CORPORATION OZARK EXPLORATION. (GAS) OZARK CASO ATTION (GAS)	1.310660 AI	SECTION 19: LOTS 1, 2,
		20,000000	INIEASED MINERALS VARVEY E. YATES	SACRAMENTO PARTNERS LIMITED SPIRAL, INC.	100.0000			ATURA ENERGY LTD (OIL) SACRAMENTO PARTNERS LIMITED SPIRAL, INC.		403-1170 10-12-1981
								YATES ENERGY CORPORATION YATES PETROLEUM CORPORATION	2.748380	
143 40.00	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 19: SW/4SE/4	10.000000 1.666667 1.666667	INLEASED MINERALS INLEASED MINERALS INLEASED MINERALS	JOHNSON ENTERPRISES, LTD LODEWICK ENERGY, INC. JOHN W. LODEWICK	100 00000	0	CHAMBERS, LOLLIE DEE KING, ESTATE CHAMBERS ROBERT E., JR. DAWSON-NEVA CHAMBERS	0.252375 AUVENSHINE CHILDREN'S 0.084125 CONE, KATHLEEN TRUST, DEC'D (BOO)	0.840000 O	OPERATING AGREEMENT PARISH IV COM#1
		1.66666	INLEASED MINERALS INLEASED MINERALS IN EASED MINERALS	LAURA BATICIA LODEWICK LAURA PATRICIA LODEWICK SACENTERICIA DEBATICES FINATED	100 0000	O LODEWICK, LAURA PATRICIA O PJC LIMITED PARTNERSHIP	1.562500 FREEMAN, ALICE ANN HANKS 2.343740 LIPSCOMBE CELESTE CHAMBERS 0.00	0.358197 CONE, KANDY LEE 0.084125 CONE, RANDY LEE	0.280000 40	SECTION 19: SE/4 401-202-S 6-13-1986
		10.00000	ARVEY E. YATES	SPIRAL, INC.	100.0000		FRUSANU I W.: A JEAN I I E.J.	MANDERS PETROLEUM CORP. HANSON-MCBRIDE PETROLEUM CO. HARVEY E. YATES COMPANY	1.050000	
								JALAPENO CORPORATION MCCOWN, CATHIE CONE	0.665366	
								SACRAMENTO PARTINERS LIMITED SPIRAL, INC. YATES ENERGY CORPORATION	7.306250 1.525000 1.395234	
15 41.21	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM	41.210000	S. P. JOHNSON, III / HANK 403-22	YATES PETROLEUM CORPORATION CATHIE CONE MCCOWN	85.050908 JO 1.142224 PJ	JOHNSON, S. P. III & BARBARA J. PJC LIMITED PARTNERSHIP	ATE	0.507810 EXPLORERS PETROLEUM CORPORATION 0.507810 EXPLORERS PETROLEUM CORP. 0.169270 HARVEY E. YATES COMPANY		OPERATING AGREEMENT
	SECTION 19: LOT 1 (NW/4NW/4)		FEE - KBP	AUVENSHINE CHILDREN'S AUTHER CONE TRUST DOUGLAS L. CONE CLIFFORD CONE	1.142224		DAWSON, NEVA CHAMBERS - 0.1 LIPSCOMBE: CELESTE CHAMBERS - 0.1 PROBANDT: W.T. & JEANETTE J 1.1	0.186270 JALAPENO CORPORATION 0.186270 OZARK EXPLORATION, INC. (GAS) 1.1218750 - OZARK (GAS) / ALTURA (OIL)	1.310660 AI SI 26.05094 46	AMOCO PROD. CO SECTION 19: LOTS 1, 2, E/2NW/4 403-1170 10-12-1981
_		_		CLIFFORD CONE FAMILY TRUST	1.142224	_		SACRAMENTO PARTNERS LIMITED	12.311480	عمان و

		OPERATING AGREEMENT AMOCO PROD. CO SECTION 19: LOT'S 1, 2, 403-1170 10-12-1891		8 OPERATING 8 CANCOC. INC. 9 SECTION 19: SW/4 9 403-1170-A 11-1-1982	AGREARING AGREERENT CONOCCO, INC. SECTION 19: SW/4 403-1170-A 11-1-1982	OPERATING ACREEMENT ROSS EG FED COM #10 SECTION 19: NE/4 401-202-P 6-1-1892
	0.923360 2.748380 49.326100	0.923360 6.405720 1.310680 26.05094 12.311480 0.923360	2.743380	0.284088 0.184089 0.284070 0.0284070 0.284070 1.425860 0.355080 0.250816 1.425860 4.244066 50.590816	0.284068 0.189379 0.284070 0.094689 0.284070 1.425860 0.355080 0.284070 0.355080 0.355080 0.284070 0.355080 1.425860 4.244060 50.3590816	0.625000 2.083340 2.083330 2.083330 3.125000 6.25000 6.25000 0.625000
AND PERCENTAGE	SPIRAL, INC. YATES EHERGY CORPORATION YATES PETROLEUM CORPORATION	0.002390 EXPLORERS PETROLEUM CORP. 0.008400 HARVEY E. YATES COMPANY 0.008460 JALAPENO CORPORATION 0.008460 JOZARK EXPLORATION, INC. (GAS) 0.006040 · OZARK (GAS) ALTURA (OL) 3 ALTURA ENERGY LTD (OL) SACRAMENTO PARTNERS LIMITED SACRAMENTO PARTNERS LIMITED	YATES EHERGY CORPORATION YATES PETROLEUM CORPORATION	0.256950 AUVENSHINE CHILDREN'S 0.026970 CONE, KATHLEEN TRUST, DECD (GOO) 0.036570 CONE, KATHLEEN TRUST, DECD (KGC) 0.0302890 CONE, KENNETH G. 0.0302890 CONE, RANDY LEE 1372500 CONE, TOM R. 1372500 CONE, TOM R. 14NSON-MCBRIDE PETROLEUM CONE 14NSON-MCBRIDE PETROLEUM CO. 14ARVEY E. YATES COMPANY MCCOWN, CATHE CONE CASTR EXPLORATION MCCOWN, CATHE CONE SACRAMENTO PARTNERS LIMITED SPIRAL, INC. SACRAMENTO PARTNERS LIMITED SPIRAL, INC. YATES ENERGY CORPORATION VATES ENERGY CORPORATION VATES ENERGY CORPORATION	CONE, KATHEEN TRUST, DECD (800) CONE, KATHEEN TRUST, DECD (800) CONE, KANTHEEN TRUST, DECD (800) CONE, KANTHEEN TRUST, DECD (800) CONE, TOM R. EXPLORERS PETROLEUM CORP. HANSON-MORNIDE PETROLEUM CO. HARNOVE E, YATES COMPANY JALAPENO CORPORATION MCCOWN, CATHIE CONE COLARK EXPLORATION MCCOWN, CATHIE CONE SACRAMENTO PARTNERS LIMITED SPIRAL, INC. YATES ENERGY CORPORATION VATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION HOLLYHOCK, LTD HOLLYHOCK, LTD LODEWICK, LOLINA PATRICIA LLODEWICK, LOLINA PATRICIA MYCD INDUSTRIES, INC MYCD INDUSTRIES, INC SACRAMENTO PARTNERS LIMITED SACRAMENTO PARTNERS LIMITED SPIRAL, INC. YATES PETROLEUM COMPANY YATES PETROLEUM CORPORATION
AND PERCENTAGE		9.411190 CHAMBERS, I OLUIE DEE KING. ESTATE 0.937510 CHAMBERS, ROBERTE, IR 2.108410 DAWNSON, NEVA CHAMBERS, ILPSCOMBE, CEIESTE CHAMBERS, PROBANDT, W. T. & LENKETTE J.		BBES: IOULEDE KING. ESTATE BESE: GOBETTE: N. SON, NEV. CAMBERT E. N. MAI, ALIC CAMBERS MAIN, ALIC CAMBERS AND T. W. T. & JEANETTE J. AND T. W. T. W	1.662500 MONE 1.662500 1.662500 4.667500 4.667500	1.250000 NOVIC 1.250000 NOVIC 1.250000 1.25000 1.2500
AND PERCENTAGE		OZARK ERPLORATION INC. VATES PETROLEUM CORPORATION		MUTTS, ROBIN PAYE BUTTS, ROBIN PAYE GHISUM RANCHES, LTD. GHISUM, MATTHEW E. JONES, DARRELL W. GOWNERY, JAMIE STEPHEN GOWNERY, JAMIE		ESTATE OF LILLIE M YATES HOOPER, ROBERT G. JOHNSON, S. P. III & BARBARA J. PAU CIMITED PARTNERSHIP SPIRARING OIL LIMITED COMPANY SPIRAL, INC.
	1.142224 1.142224 1.142224 0.648083 1.439384 1.439384	100.000000	65.050000 1.42224 1.4224 1.4224 1.4224 1.4224 1.4224 1.4224 1.4224 1.4224 1.4224 1.4224 1.4224 1.4224 1.4224 1	100.000000	100,000000	100.000000 100.000000 100.000000 100.000000 100.000000
AND PERCENTAGE	TOM R. CONE KENNETH G. CONE KATHLEEN CONE TRUST D C TRUST, MARILYN J. CONE MARATHON OIL COMPANY SACRAMENTO PARTNERS LIMITED SPIRAL, INC.	VATES PETROLEUM CORPORATION (PPC OWNS 50%, OF LEASE OF 41.24 MINERAL ACRES) CITIES SERVICE COMPANY DEPCO, INC. / HUSKY OIL COMPANY	YATES PETROLEUM CORPORATION CATHE COME MCCOWN AUVENSHINE CHILDREN'S KATHLEEN CONE TRUST CLIFFORD CONE TRUST CLIFFORD CONE FAMILY TRUST TOM R. CONE KENNETH G. CONE MARATHÓN OIL COMPANY SACRAMENTO PARTHERS LIMITED SPIRAL, INC.	YATES PETROLEUM CORPORATION VATES PETROLEUM CORPORATION VATES DETROLEUM CORPORATION	_	YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION SACRAMENTO PARTNERS LIMITED HARVEY E. YATES HARVEY E. YATES HARVEY E. YATES HOLLYHOCK, LIMITED HOLLYHOCK, LIM
EXPRIATION DATE		AUTH K. COVERT (MINERALS) 404-4-8 MINERALS. HBP 604-6-8 MINERALS. HBP 604-6-8 MINERALS. HBP MINERALS. MBP MINERALS. HBP MINERALS. HBP MINERALS. HBP MINERALS. HBP MINERALS. HBP	S. P. JOHNSON, III / HANK 403-22 FEE - HBP	OI OHINSON BROBEPTIES / CONOCO FEE - HBP DJAMGS-1802-A FEE - HBP FEE - HBP FEE - HBP	NM-403-1983 FEE, HIPP FEE, FID FEE, FID ONLEASED MINERALS UNLEASED MINERALS	3.00000 A RICIA JOHNSON COOPER 5.00000 S. JOHNSON, III. ETAL TRUST 5.00000 S. JOHNSON, III. ETAL TRUST 10.00000 WILE-ASED MINERALS 10.00000 SPIRAL ENERGY, INC. 10.00000 SPIR
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	TOWNISHING OF SOLITH	RANGE 26 EAST, NMPM SECTION 19: LOT 2 (SW/ANW/4)		TOWNSHIP 19 SOUTH, SECTION 19: LOT 3 (NW/4SW/4)	PANGE 25 EAST, NMPM SECTION 19: LOT 4 EZSW/4 EZSW/4	SECTION 20: NEANEA SECTION 20: NEANEA
				121.30		

REFERENCE	2.083340 AGREEMENT 2.083340 AGREEMENT 2.083340 SECTION #10 2.083340 SECTION #10 2.083340 SECTION #10 6.250000	2 083340 AGREEMENT 2 083340 AGREEMENT 2 083390 ROSS EG FED COM #10 2 083390 SECTION 19: NE/4 3 125000 401-202 P 6-1-1992 7 560000 6 250000 6 250000 7 260000 7 26000 7 260	0.065122 1.171875 0.527343 0.527343 1.171875 0.0039671 0.002065 0.0006194 0.0006189 0.000688 0.000688 0.000688	3,968333 0,004129 9,375000 0,004129 1,319445 0,010223 0,004129 6,597222 66,015331 1,649306	
WORKING INTEREST			BUNN, ROBERT B. COUL, CHARLES H. COUL, CHARLES H. COUL, LON F. COUL, JON F. COUL, JON F. COUL, MAX W. II COUL, MAX W. III KAWASAKI, DAY, DAYD HODGE, SARPORD, IIII KAWASAKI, DR. ISAAC A. KELLER, BETSY H.	MYCO INDISTRIES, INC. CUCER WILLIAM B. TRUST PANHANDLE ROYALTY COMPANY SCHUMAN, ADOLPH P. COMPANY SCHUMAN, ADOLPH P. COMPANY STARBRO OLI LIMITED COMPANY STARBRO OLI LIMITED COMPANY STATES BUILDING CORPORATION TRUST OL UNKO PEGGY A. YATES VAN VRANKEN, FREDERICK, IR. YATES DRILLING COMPANY YATES DRILLING COMPANY YATES, JOHN A.	No. 1 2 2 Ministration
OVERRIDING ROYALTY					
OVER	1.866540 1.560540 2.500000 1.250000 3.750000	10.00000 10.00000 3.125000 1,17189 0.330620	1.55026 0.39062 0.78126 0.78126 0.60145 0.39062 0.39062 0.35547 0.35547 0.35547 0.35547 0.35547 0.35547 0.35547 0.35547 0.35547		
BASIC ROYALTY AND BEDCENTAGE	AND PERCENTAGE GILMORE, JONEL R. ESTATE MALONE: BARBARA ANN QUA MACOM, WILLIAM JACK NIX, BILLY G. PITCH ENERGY CORPORATIC JONES, LARRY R.	100 0000000 KOCH, DOUGLAS C. PANHANDLE ROYALTY COMPANY 16.868688 BP AMERICA PRODUCTION COMPANY 16.868687 DEVON BERERSY PRODUCTION CO., LP 16.868687 PHARED, MYRTLE	MARSHALL & WINSTON, INC. MARSHALL & WINSTON, INC. MARTOCK MIREPALS UNITED NEARBURG EXPLOYATION OF PANHANDLE ROYALLY COMP. POWELL, BONNINE ROSS, BERT A. & OLETA F. ROSS, J.T. ROSS, J.T. ROSS, J.T. ROSS, COMP. ROSS, RALPH ROSS, ROMALD ROSS, ROMALD ROSS, RULIAM SHEETS, ELIZABETH RUTH NI SHEETS, ELIZABETH R	3334 3533 3533 3533 3533 3533 3533 3533	16 569687 16 569687 16 569667 16 569667 18 333333 16 569696 16 569697 16 569697
LESSEE OF RECORD AND PERCENTAGE	VC. TION COMPANY				ABO PETRÖLEUM CORPORATION 16.666968 STRREBRO LLIMITED COMPANY 16.666968 TRUST Q LIMITED COMPANY 16.686967 TRUST Q LIMIL M. YATES 16.686967 YATES DRILLING COMPANY 33.33334 YATES, LOHN A. 8.333333 ABO PETROLEUM CORPORATION 16.696966 TRARRIO CLI LIMITED COMPANY 16.696966 TRARRIO CLI LIMITED COMPANY 16.696967 TRARRIO CLI LIMITED COMPANY 16.6969667 TRAILST OLIVING PEGGY A YATES 18.333334 TRAILST OLIVING PEGGY A YATES 18.33334
SERIAL NUMBER AND EXPRIATION DATE	WANDS-1780 FEE - HBP FORTH VATES, III, ESTATE WANDS-1780-A FEE - HBP WANDS-1780-A FEE - HBP	MAM403-1779-A FEE - HBP CARL E ROSS / ROGER HANKS NIM-403-497 FEE - HBP	BONNIE H. MORRISON / READING & NM-403-497-A FEE - HBP NEW MEXICO OSAGE COOP NEW MEXICO OSAGE COOP NEW 4403-497-B FEE - HBP FEE - HBP	JOE E. ROSS / ROGER HANKS NM-403-497-E FEE - HBP ALTON ROSS / ROGER HANKS NM-403-497-G FEE - HBP	BONNE POWELL / ROGER HANKS NM-403-497-H FEE - HBP EWELL HICKAM / ROGER HANKS NM-403-497-I FEE - HBP
DESCRIPTION ACRES OF LANDS	SECTION 20: E/2SE/ANE/A 2.00000 SECTION 20: E/2SE/ANE/A 2.000000 1,000000 1,000000 1,000000 1,000000 1,0000000 1,00000000	E/4NE/4	15.00000	0.8535333	SECENTIAL SECURITY
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WORKING INTEREST REFERENCE AND PERCENTAGE			0.05569 ABO PETROL EUM CORPORATION 3.288611 OPERATING 0.004129 AGREEMENT 0.00	C.008540 COLL, SALLY RODGERS DETEMBLE, MELHAIRE COLL ELSHE G. HOLDEN, TESTAMENTARY ESTATE OF LILLIE M. YATES GENDRON, J. W. GOODDNOW, DAVID HODGE, JOSEPH R. HODGE, SARFORD J. III KWANSAKI, DR. ISAAC A. KELLER, BETSY H. MOORE, CHARLES GLINE MOORE, CHARLES CLINE MOORE, CHARLES CLINE MOORE, CHARLES CLINE	OLIVER, WILLIAM B. TRUST PANHADIC ROYALTY COMPANY SCHUMAN, ADOLPH P. SCHUMAN, ADOLPH P. SHARBRO OIL LIMITED COMPANY SPACE BULDING CORPORATION TRUST O LIWIO PEGGY A. YATES WAN VRANKEN, FREDERICK, JR. YATES PRILLING COMPANY YATES PETROLEUM CORPORATION YATES, JOHN A.		
OVERRIDING ROYALTY AND PERCENTAGE			1171880 CHAMBERS LOLLIE DEE KING. ESTATE	0.335470 0.330620 0.330620 0.335470 0.335470 0.130200 0.130200			
BASIC ROYALTY AND PERCENTAGE	16.666667 8.333334 16.666667 16.666667 8.333334 8.333334 10.000000	100.00000	16 686666 DEVON ENERGY PRODUCTION OF 16 686667 GOOD EARTH MINERALS, LLC 333333 HEAD, MYRTIE E. 16 686667 HICKAM, LEWEL T. 16 686667 HICKAM, LEWEL T. 16 68667 HICKAM, LEWEL T. 16 6866767 HICKAM, LEWEL T. 16 68666767 HICKAM, LEWEL T. 16 68666767 HICKAM, LEWEL T. 16 6866767 HICKAM OF EXPLORATION COMPIGE 6866976 PAINANDLE COYALTY COMPANY 8.333333 POWELL, BONNIE 16.686686 ROSS FAMILY LIVING TRUST 16.6866866 ROSS FAMILY LIVING TRUST 18.333334 ROSS, BERT A. & OLETA F. 8.333334 ROSS, BERT A. & OLETA F.	16.969697 ROSS, J. T. 16.969697 ROSS, J. D. 16.969697 ROSS, ALDAE 18.333331 ROSS, ROBERT 33.333331 ROSS, ROMALD 16.969697 SHETS, ELIZABETH RUTH NIXON 16.969697 WEDDERBURN PROPERTIES, LLC 16.869697 33.333333	16.000000 16.000000 16.000000 16.000000 16.000000 16.000000 16.000000 16.000000 16.000000 16.000000 16.000000 16.000000 16.000000	16.86667 16.86667 16.86667 33.33333 16.86667 16.86666 16.866667 16.86667 16.86667 33.33333 33.33334	16 069666 16 069666 16 069667 16 069667 33 33333 16 069667 16 069667 16 069667 16 069667 16 069667 16 069667
LESSEE OF RECORD AND PERCENTAGE	ESTATE OF LILLE M. YATES YATES, JOHN A. ABO PETROLEUM CORPORATION SHARBRO OIL LAMITED COMPANY TRUST O LUMITED COMPANY YATES SETATE OF LILLIM YATES YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION 100					MARES, JOHNA BAD PRESCRIPTION 18. SHARBRO OIL LIMITED COMPANY 16. TRUSTS OLIMON PEGGY A. YATES 8. NATES DRILLING COMPANY 33. VATES DRILLING COMPANY 33. MED PETROLE UM CORPORATION 16. SHARBRO OIL LIMITED COMPANY 16. TRUSTS O LUMON PEGGY A. YATES 16. SHARBRO OIL LIMITED COMPANY 16. TRUSTS O LUMON PEGGY A. YATES 16.
SERIAL NUMBER AND EXPRIATION DATE	C. R. NIXON ETUX / ROGER HANKS NM-403-497-K FEE - HBP MARSHALL & WINSTON. INC.		CARL E NOSS / ROGER HANKS MA-403-497 FEE - HBP BÖNNIE H. MORRISON / READING & NM-403-497-A FEE - HBP	OO NEW MEXICO OSAGE COOP NM403-497-B FEE - HBP 67 LENA W. HILDT, ETAL NM403-497-C FEE - HBP	M JOE E. ROSS / ROGER HANKS NM-403-497-E FEE - HBP M ALTON ROSS / ROGER HANKS NM-403-497-G FEE - HBP	BONNIE POWELL / ROGER HANKS NM-403-497-H FEE - HBP JEWELL HICKAM / ROGER HANKS NM-403-497-I FEE - HBP	MYRTLE HEARD / ROGER HANKS NM-403-497-J FEE - HBP C. R. NIXON ETUX / ROGER HANKS NM-403-497-K FEE - HBP
TRACT DESCRIPTION ACRES ACRES OF LANDS	0.833334	5.000000	TOWNSHIP 19 SOUTH, 5.833333 RANGE 22 EAST: NMPM SECTION 20: SW/4SE/4 2.500000	15.000000	0.833334 0.833334	0.833333	0.833333

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REFERENCE		*4*		OPERATING AGREEMENT SECTION 20: S/2 401-202-A 4-16-1975											* .*
				3.819445 0.004129 0.004129 0.004129 0.064755	1.171875 0.527343 0.527343 1.171875 0.083671 0.703125	0.016759 0.468750 0.016759 0.002065 1.527778 0.006194	0.004129 0.000689 0.000689 0.004129 0.002065 3.125000	0.010323 4.583333 0.004130 9.375000 0.004129 1.527778	0.010323 1.909722 0.004129 7.63889 59.765696 1.909723		. 49				
WORKING INTEREST AND PERCENTAGE				0.13550 ABO PETROLEUM CORPORATION 0.045200 BELLO, ERNIE 0.045200 BLOWN BROTHERS HARRIMAN TRUST 0.045200 BUNN, FRANCES B. 0.045500 BUNN, FRANCES B.	0.2013-00.0CL, CHRRES H. 0.002500 COLL, CLARRE C. 0.005100 COLL, CLARRE C. 0.005100 COLL, LRIC J. 0.005000 COLL, LON F. II 0.005000 COLL, LON F. II	0.008540) COLL, MAX V. III 0.008540) COLL, SALLY RODGERS DETEMPLE, MELANIE COLL ESIS G. FIGUEN, TESTAMENTARY ESTATE OF LILLE M. YATES GENDRON, J. W.	GOODMUN LAND HODGE, JOSEPH R. HODGE, SANFORD J. III KAWASANI, DR. ISAACA. KELLER, BETSY H. KELLER, BETSY H. MASSHALL & WINSTON INC.	MYCOFF, UKARLES CLINE MYCO INDUSTREES, INC. OLIVER, WILLIAM B. TRUST PARHANDIE ROYALITY COMPANY SCHUMAN, ADOLPH P. SCHUMAN, ADOLPH P. SHARBRO OIL LIMITED COMPANY	STACE BULLIDING CORPORATION TRUST O LIWNO PEGGY A YATES VAN VRANKEN, FREDERICK, JR. TATES DELILING COMPANY YATES FETROLEUM CORPORATION YATES, JOHN A.						
OVERRIDING ROYALTY				1.171890 CHAMBERS: LOLLIE DEE KING: ESTATE 0.390620 CHAMPERS: ROBERT: E., 18. 0.390620 CLARTY: FLORENCE M. ESSMAN 0.390620 DAWSON: NEXA CHAMBERS: 0.390640 ESSMAN: JAMES H.	HUNTINGTON ENERGY, LLC LIPSCOMBE, CELESTE CHAMBERS COMMAN, ELLISSERE HJ, TRUSTE SOSCURA RESOURCES, INC. PRODANDT IN A JEANETTE J.										
BASIC ROYALTY AND PERCENTAGE		8.33333 16.66666 16.666667 8.333333 33.33334 8.333333	0000000	16.666666 DEVON ENERGY PRODUCTION CO., LP 16.686697 GOOD EARTH MINERALS, LLC 38.33334 HEAD, MYRTE 16.666697 HICKAM, JEWEL T. 33.33334 MACKAM, JEWEL T.	GOOD EARTH MINERALS, LLC SI HEADD, MATRILE FLAND, MATRILE SI HEADD, MATRILE SI HEADD, MATRILE SI ROSS ERT A. & OLETA F. SI ROSS BERT A. & OLETA F. SI ROSS, J. T. SI ROSS, J. T. SI ROSS, WILLIAM										
LESSEE OF RECORD AND PERCENTAGE	-	TATES, JOHN A TABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O LIMIO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY SATES, JOHN A.										ABO PETROLEUM CORPORATION 16.669688 SHARBRO OLI LIMITED COMPANY 16.669688 TRUST O LIWIO PEGGY A. YATES ESTATE OF LILLE M. YATES 16.669693 YATES, JOHNA A. 8333333 YATES, JOHNA A. 8333333		<u> </u>	ABO PÉROLEUM CORPORATION 16.666668 SHARBRO OLI LIMITED COMPANY 16.666668 TRUSTO LUWO PEGGY A YATES 8.333331 ESTATE OF LILLIE M. YATES 16.666669
ACRES SERIAL NUMBER AND EXPRIATION DATE		1.250000 LILLIAN HINKLE COLL, TRUSTEE NM-403-497-M FEE - HBP	Q.	CARL E. NOSS / ROGER HANKS NM-403-497 FEE - HBP	BÖNNIE H. MÖRRISÖN / READING & NM-403-497-A NM-403-497-A FEE - HBP	NEW MEXICO OSAGE COOP NM-403-497-8 FEE - HBP	LENA, W. HILDT, ETAL NM-403-497-C FEE - HBP	JOE E. ROSS / ROGER HANKS NM-403-497-E FEE - HBP	ALTON RÖSS / RÖGER HANKS NM-403-497-G FEE - HBP	BONNIE POWELL / ROGER HANKS NM-403-497-H FEE - HBP	JEWELL HICKAM / ROGER HANKS NM-403-497-1 FEE - HBP		. R. NIXÓN, ETUX / ROGER HANKS NM-403-497-K FEE - HBP	COLL PRODUCTION, INC. / ROGER HANKS	1.250000 ILILIAN HINGLE COLL, TRUSTEE S FFEE - NP FEE - HBP
TR TRACT DESCRIPTION # ACRES OF LANDS				25 40.00 TOWNSHIP 16 SOUTH, RANGE 25 EAST, NAPM SECTION 20: SEJ4SW/4											

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REFERENCE		3.821080 OPERATING 0.004130 AGREEMENT 0.004130 SECTION 20: S.2 0.064760 401-202.A 4-16-1975 0.527570 0.527570	0.527570 1,172370 0.083710 0.703420 0.48080 0.48080	0.016780 0.002270 1.527780 0.002070 3.128390 4.586590	0.004130 9.379000 1.527780 0.01030 7.487650	59.787090 1.910550					. 10 70 70 70				2.187500 OPERATING 0.130210 AGREEMENT 2.187500 ALTO AOL COM #1
WORKING INTEREST	in the second se	550 ABO PETROLEUM CORPORATION 550 BBLUO, ENVIR 540 BUNN, FRANCES B. 520 BUNN, ROBERT B. 520 BUNN, ROBERT B. 540 COLL, CHARLES H. 540 COLL, CLARKEL SH.	650 (OUL, ERIC J. 500 (OUL, JON F. 5780 (COLL, JON F. II 5280 (COLL, MAX W. III 5280 (OUL, MAX W. III 5240 (OUL, MAX W. IIII	DETEMBLE, MELANIE COLL ELISIE, G. HOLDEN, TESTAMENTARY ESTATE OF LILLIE M. YATES KELLER, BETSY H. MARSHALL & WINSTON, INC. MYCOI NOUSTRIES, INC.	OLIVER, WILLIAM B. TRUST PANHANDIE ROYALTY COMPANY SHARBRO OIL LIMITED COMPANY SPACE BUILDING CORPORATION TRUST QUIVIO PEGGS A. YATES VATES PORI INC. COMPANY	YATES, JOHN A.	eren eren eren eren eren eren eren eren			i kangaran Katasanan					390 ABO PETROLEUM CORPORATION 000 ESTATE OF LILLIE M. YATES
OVERRIDING ROYALTY AND PERCENTAGE		CHAMBERS, LOLLIE DEEKING, ESTATE	HUNTINGTON ENERGY, LLC LIPBOOME, CELESTE CHAMBERS ONORMA, ELIZABETH I, TRUSTEE OSCURA RESOURCES, INC. ROBERTO'S MICH.												MCCÁW, WILLIAM JACK TOM BROWN: INC (3,00000)
BASIC ROYALTY AND PERCENTAGE		DEVON ENERGY PRODUCTION CO. LP GOOD EATTH MINERALS. LLC HIGKAM, JEWREL I. HIGKAM, JEWREL I. HIGKAM, JEWREL I. PANTILOCK MINERALS LIMITED COMPANY PANHADIDE ROYALTY COMPANY POWILL, BOWNIE ROSS, BART A. & OLETA F. ROSS, GARY ROSS, JU. T. ROSS, RALPH ROSS, ROBERT ROSS, ROSS, ROBERT ROSS, ROSS, ROBERT ROSS, ROSS, ROBERT ROSS, ROBERT ROSS, ROBERT ROSS, ROBERT ROSS, ROBERT ROSS, ROSS, ROBERT ROSS, ROSS, ROBERT ROSS, ROSS, ROBERT ROSS, ROSS, ROSS ROSS, ROSS ROSS, ROSS ROSS, ROSS ROSS ROSS, ROSS ROSS ROSS ROSS ROSS ROSS ROSS ROSS								10.000000 DEVON ENERGY PRODUCTION CO., LP 3.437500 MCCAW, w 10.000000 DOBSON, MARY LOUISE FARHA 0.156280 0.1562					
LESSEE OF RECORD AND PERCENTAGE	YATES DRILLING COMPANY YATES, JOHN A. YATES PETROLEUM CORPORATION		ABO PETROLEIM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LUWIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES. DICHLA A				ABO PETROLEUM CORPORATION SPARBRO OL LUMITD COMPANY TRUST Q UNIVO PEGGY A YATES ESTATE OF LILLE M YATES YATES DRILLING COMPANY YATES, JOHN A.							N.	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY
SERIAL NUMBER AND EXPRIATION DATE	FLAG REDFERN OIL COMPANY / MUNRO NM-403-1 FFF - HRP		BONNIE H. MORRISON / READING & NM-403-497-A FEE - HBP	NEW NEXICO OSAGE COOP NM-403-497-B FEE - HBP	LENA W. HILDT, ETAL NM-403-497-C FEE - HBP)) 		R HANKS		FLAG REDFERN OIL COMPANY / MUNRO NM-497-T FEE - HBP	
ACRES	5.000000	5.833333	2.500000		1.888867	0.833333	0.833333		0.833334 J	0.833333 N		3.750000	1.250000 L		15.000000 P
TR TRACT DESCRIPTION # ACRES OF LANDS	1	25a 40.00 TOWNSHP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 20: SW/4SW/4												28 A A A	A00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 21: NE/ANE/4

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TR TRACT DESCRIPTION	ACRES SERIAL NUMBER AND	LESSEE OF RECORD	BASIC ROYALTY	OVERRIDING ROYALTY	1000	REFERENCE
ACKES OF LANDS	EXPRIATION DATE	AND PERCENTAGE	AND PERCENTAGE	AND PERCENTAGE		
	2.500000 R. B. RODKE NM-403-1832 FEE - HBP 5.000000 KERR-MOGEE CORPORATION 2.500000 KILLIAM E. FARKA TRUST 7.500000 RALPH NIX, B. 7.500000 SARA C. GARRETSON	NATES PETROLEUM CORPORATION AND DEFROLLEUM CORPORATION MYCD INDUSTRIES, INC. YATES DRILLING COMPANY NATES PETROLEUM CORPORATION NEARBURG EXPLORATION COMPANY	70 000000 FARHA, W. E. III. 20 000000 LACEY, LINDA FARHA 20 000000 MCKINNIS, BARBAPA FARHA 40 000000 MCKINNIS, BARBAPA FARHA 100 000000 PITCH ENERGY CORPORATION 100 0000000 PITCH ENERGY CORPORATION 100 0000000 RODKE, COL. R. B.	0.156280 3.75000 0.312480 7.031240 1.56250	NEARBURG EXPLORATION COMPANY ACARAMENO DARTINEED SHARBRO OIL LIMITED COMPANY TOM BROWN, INC. YNTES DRILLING COMPANY (*ATES PETROLEUM CORPORATION	30,73376) SECTION 21; NE4 0,280419 401-202.x 8-23-1994 0,130210 15,380000 2,187500 48,822811
	20,000000 JEAN M. & LESLIE P. WHITNEY 20,000000 MARY ELAINE CRIBBS	NEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY	100,000000 (CRIBBS, MARY ELAINE TRUSTEE 100,000000 WHITNEY, LESLIE P. & JEAN M.	11.000000 TOM BROWN INC 11.000000	ESTATE OF LILLE M. YATES ESTATE OF LILLE M. YATES MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY SACAMAMENTO PARTNERS LIMITED SHARBIRG OIL LIMITED COMPANY TOM BROWN, INC. YATES PRILLING COMPANY YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION	2.187500 OPERATING 0.190210 AGREEMENT 2.187500 AAJTO AOU. COM #1 30.733750 SECTION 21: NE/4 0.130210 15.380000 15.380000 148.8228111
40.00 TOWNSHIP IS SOUTH. RANGE SE EAST NAMPM. SECTION 21: SW/4NE/4	0.833333 (ARE E. NUKON, IR. ETAL NAM-402-246 FEE. HBP 1.886867 HILDT, LENAW, ETAL NAM-403-497 FEE. HBP 0.833333 ROSS, ALTON / ROGER HANKS NAM-403-497-6 FEE. HBP NAM-403-497-1 FEE. HBP S. SOOOO MORRISON, BÖNNIE H. CRÖSS TIMBERS NAM-403-497-1 FEE. HBP S. SOOOO MORRISON, BÖNNIE H. CRÖSS TIMBERS NAM-403-1813-4 FEE. HBP S. SOOOO MORRISON, BÖNNIE H. CRÖSS TIMBERS NAM-403-1813-4 FEE. HBP S. SOOOO MORRISON, BÖNNIE H. CRÖSS TIMBERS NAM-403-1813-4 FEE. HBP S. SOOOO MORRISON, BÖNNIE H. CRÖSS TIMBERS S. SOOOO MORRISON S. SOOOO MORRISON S. SOOOO MORRISON S. SOOOOO MORRISON S. SOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOO		5.0,000000 BP AMERICA, PRODUCTION COMPANY 25.000000 IDEVON ENERGY PRODUCTION CO. LP 25.000000 IDEVON ENERGY PRODUCTION COMPANY 33.33333 MATLOCK MINERALS. LIMITED COMPANY 36.33333 MATLOCK MINERALS. LIMITED COMPANY 16.666667 IDEVON ENTRY LEGISTER ENTRY LIMITED COMPANY 16.66667 ROSS, J. C. E. 16.66667 ROSS, WEDDERBURN PROPERTIES, LLC 16.66667 REDDERBURN PROPERTIES, LLC 16.66667 REDDERBURN PROPERTIES, LLC 16.66667 ROSS, WEDDERBURN PROPERTIES, LLC 16.66667 ROSS, J. C. E. 16.66667	1.178700 (CHAMBERS, IQUIE DEE KING, ESTATE 1.17879 (CHAMBERS, ROGERT E., JR. 1.07240 (CHAMBERS, ROGERT E., JR. 1.07240 (CHAMBERS) 0.2040 (ESSANA), JAHER H. 1.07220 FREAMA, AJUC ANN HANGERS 1.07200 (OR BROWN), INC. 0.20400 0.23980 0.23880 0.238	O 1,15860 NAD PETROCEIM CORPORATION O 1,15860 NTO TO THE SINCE O 1,15860 NTO THE SINCE O 1,15860 NTO NUMBRIES, INC. O 1,15860 SAICAMBRITO PARTILES LIMITED O 1,15860 SAICAMBRITO PARTILES COMPANY O 1,15860 NTES PETROLEUM CORPORATION O	0.130700 GAREARING 0.130700 ACREARING 2.187500 ALTO AOL COM #1 0.2804180 GECTTON 7: NEV4 0.2804181 GAL202-X B-23-1994 46.822911
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ES SERIAL NUMBER AND EXPRATION DATE				POWELL, BONNIE / ROGER HANKS NM-403-497-H FEE - HBP	HICKAM, JEWEL / ROGER HANKS NM-403-497-1 FEE - HBP			30.000000 PANHANDLE ROYALTY COMPANY NM-403-1717 FEE - HBP	KERR-MCGEE CORPORATION NM403-1817 EE - HBP	5.000000 MARSHALL & WINSTON, INC. 2.500000 UNIEASED MINERALS 2.500000 HIN EASED TIMEDALES	JALEASED MINERALS JALEASED MINERALS JALEASED MINERALS		MA-403-1723 FEE - HBP NA-403-1723-A FEE - HBP HARVEY E - YATES UNITE-SEED MINERALS
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OVERRIDING ROYALTY AND PERCENTAGE			1.171880 CHAMBERS, LOLLIE DEE KING, ESTATE 60.1. 0.44879 CHAMBERS, ROLLIE DEE KING, ESTATE 60.0.	0.00	0.20011 0.0000 0.	0.298979 0.296979 0.258979 0.258979 0.258979	0.195313								0.250000 NONE	3.125000)	
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LESSEE OF RECORD AND PERCENTAGE	on realized ronking i	LODEWICK ENERGY, INC.	SACRAMENTO PARTNERS LIMITED SHARBRO OIL LIMITED COMPANY ESTATE OF III IF M YATES	ABO PETROLEUM CORPORATION SHARBRO OUL LIMITED COMPANY TRUST O LUWO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DILLUG COMPANY YATES. JOHN A.	YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION STARBRO OLI LIMITED COMPANY TRUST O LIWIO PEGGY A YATES ESTATE OF LILLE M YATES YATES, JOHN A.	ABO PETROLEUM CORPORATION STARBRO OLI LIMITED COMPANY TRUST O LIWIO PEGGY A, YATES ESTATE OF LILLIE M, YATES YATES, COMPANY YATES, LICHING COMPANY	ABO PETROLEUM CORPORATION STARRARMO OLI LIMITED COMPANY TRUST Q UNIVO PEGGY A, YATES ESTATE OF LILLIE M, YATES YATES, JOHN A,	ABO PETROLEUM CORPORATION STARRARNO ULIMITED COMPANY TRUST Q UNWIO PEGGY A, YATES ESTATE OF LILLIE M. YATES YATES DIGHLAND COMPANY YATES CHILLIE GOMPANY YATES LICHIN A	ABO PETROLEUM CORPORATION SHARBRO OLI LIMITED COMPANY TRUST O LIWIO PEGGY A YATES ESTATE OF LILLIE M. YATES AYTES POLILLIE M. YATES AYTES POLILLIE M. YATES AYTES CHAIL OCOMPANY	YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION WATES BETROLEUM CORPORATION WATES BETROLEUM CORPORATION			: T	ATTES PETROLEUM CORPORATION ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY	YATES PETROLEUM CORPORATION SACKAMENTO PARTNERS LIMITED SPIRAL, INC. JOHN W. LODEWICK RICHARD B. LODEWICK
ACRES SERIAL NUMBER AND EXPRIATION DATE	1 BABBAT IINI EASED MINISTON S	CONTRACTOR MINERALS	2.50000	17.500000				POWELL BONNIE / ROGER HANKS NM-403-497-H FEE - HBP	HICKAM, JEWEL / ROGER HANKS NM-403-497-1 FEE - HBP	HEARD, MRYTLE / ROGER HANKS NM-403-497-J FEE - HBP		45.00000 ANHANDE ROYALTY COMPANY FEE - HB7 7.500000 KER8-MCGFF CORPORATION	NM-403-1813 FEE - HBP 7 500000 MARSHALL & WINSTON, INC	3.730000 UNLEASED MINERALS 3.730000 UNLEASED MINERALS 3.750000 UNLEASED MINERALS	3 750000 UNIEASED MINERALS 2 500000 S. P. JOHNSON, III & BARBARA & TR NM-403-1723-A FEE - HBP	JOHNSON COOPER 23	5,000000 UNLEASED MINERALS / QUAIL 5,000000 UNLEASED MINERALS / QUAIL 1,000000 UNLEASED MINERALS / QUAIL 0,003333 UNLEASED MINERALS / QUAIL 0,003333 UNLEASED MINERALS / QUAIL
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REFERENCE			AGREANING AGREENENT HOOPER AMP #1 SECTION 21: SW/4 403-497-U 2-19-1993	OPERATING REEMENT SECTION 21: 5E/4 403-497-II 8-23-1984
		0.553386 0.008259 0.008259 0.002776 0.008573 0.008259 0.001857 0.008259 0.001857 0.008576 0.001857 0.008576 0.001857 0.008576 0.008577 0.008576 0.008577 0.0	3,125000 0,016517 0,016517 2,343750 2,343750 0,033515 0,033515 0,00223 0,00223 0,00223 0,00223 0,00223 0,00625	3,47700 4,47700 0,520830 0,520830 0,520830 2,347760 0,380830 0,380830 3,47760 56,651790
1	AND PERCENTAGE	E. G. L. RESOURCES, INC. ELSIE G. HOLDEN, TESTAMENTARY ESTATE OF LULIE M. YATES GENDRON, J. W. GOODNOW, DAVID HODGE, SANFORD J. III HOLLYHOCK, L.D. KAWASAKI, DR. ISAAC A. KRILER, BETSY H. HOLLYHOCK, LAUR HOLLYHOCK, LAUR KAWASAKI, DR. ISAAC A. KRILER, BETSY H. LODEWICK, JOHN W. LODEWICK, LAURA PATRICIA MOORE, CHARLES CLINE MYON INDUSTRIES, IN THE STEP MYON INDUSTRIES, IN THE STEP OLIVER, WILLIAM B. TRUST PITCH ENERGY CORPORATION SACRAMENTO PARTINERS LIMITED SCHUMAN ADOLPH P. STARBRO OIL LIMITED COMPANY UNIT PETROLEUM COMPANY VARIANGEN, FREDERICK, R. VANTES DETROLEUM COMPANY VANTES DETROLEUM CORPORATION VANTES PETROLEUM CORPORATION	MODELLO, ERNIE SERON BEOTOLE UN CORPORATION MEDIAN, FRANCES B. COLL, CHARLES H. COLL, CHARLES H. COLL, CHARLES H. COLL, CHARLES H. COLL, JON F. III COLL, JON F. III COLL, MAX W. III E. S. I. C. ACESOURCES, INC. EETSPECK, I. TO COLONOW, DAVID COLONOW, DAVID COLONOW, LAND COLONOW, CAND COLONOW,	
	And the second s			0.04218 0.04218 0.04218 0.04218 0.04218 0.04218 0.04218 0.04218 0.04218 0.04218 0.04218 0.04218
OVERRIDING ROYALTY	AND PERCENTAGE			3.12500 CHAMBERS, LOLLIE DE KING, ESTATE 1.662500 CHAMBERS, LOLLIE DE KING, ESTATE 1.662500 CHAMBERS, ROBENT EII 0.889757 CLRRY, FLORENCE M. ESSMAN 0.260417 FREEMAN, JAMES H. 0.889757 FREEMAN, JAMES H. 0.889757 FREEMAN, JAMES H. 0.260417 FREEMAN, ALICE ANN HANINGS 1.0260417 OSCURR RESOURCES, INC. 0.401042 PROBANDT, W. T. & LANETTE J. 0.260417 ROBERTS MIKE H. 0.260417 0.260417 0.260417 0.260417 0.260417 0.260417 0.260417 0.260417 0.260417 0.260417 0.260417 0.260417
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ACRES SERIAL NUMBER AND	1 BOOGET THE COLD	R 233334 WICCERE ANDER C	11.868665 INXON C. R. JR. ETAL	11.686866 FOSS, CARL E. FROGER HANKS NA-402-497 FEE - HBP 1.886867 ROSS, LOE E. / ROGER HANKS NA-402-497 FEE - HBP 1.686867 ROSS, JOE E. / ROGER HANKS FEE - HBP 1.886667 ROSS, ALTON / ROGER HANKS NA-403-497-E FEE - HBP 1.886667 ROSS, ALTON / ROGER HANKS NA-403-497-E FEE - HBP
TRACT DESCRIPTION ACRES OF LANDS			RANGE 25 EAST. NMPM SECTION 21: SZSW/4SW/4 TOWN/SHIP 19 SOUTH,	RANGE 25 EAST IMPM SECTION 21: NZSEA,
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Page		1							CHAMBERS, COLLIE DEE KING, ESTATE CHAMBERS, ROBERT E. JR.	CURRY, FLORENCE M. ESSMAN. MANSON, NEW, CHAMBERS. ESSMAN, JAMES H. RREEMAN, ALICE ANN HANKS. HIGHTINGTON INFRRY! LLC. IPSCOMBE, CELESTE CHAMBERS.	OSCURA RESOURCES, INC. PROBANDT, W.T. & JEANETTE J. ROBERTS, MIKE H.								948214 NONE # # # # # # # # # # # # # # # # # # #
CONTROLL	BASIC ROYALTY	IAND PERCENTAGE	33.33334 8.833333 8.666667 8.666667 8.33333 8.333334 8.333334	16.868667 8.333333 13.333334 13.333334	6.666666 6.666667 8.333333 3.333334	8.33333 4.815385 5.38615	0.000000	0000000			COVELL, BOWNIE ROSS FAMILY IVING TRUST ROSS, BERT A. & OLETA F.	AOSS, J.T. ROSS, J.T. ROSS, J.C. ROSS, RALPH ROSS, ROBERT ROSS, ROMALD	NOST RITHM WEDDERBURN PROPERTIES, LLC	133334 333334	686867 (333333 (333334	886667 886667 333333 333334	.353533 -815385 -384615 -000000	000000 000000 000000	CUTTER, NANCY T. REVOCABLE LINLEY T. SOLARI REVOCABLE POPPECHAN, FRANK W. REVOCABLE
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ACRES 1.6666 1.	SERIAL NUMBER AND EXPRIATION DATE			HICKAM, JEWEL / ROGER HANKS NM-403-497-1 FEE - HBP	ER HANKS	MORRISON, BONNIE H.	>			ROSS, CARL E. / ROGER HANKS NM-403-497 FEE - HBP	HILDT, LENA W., ETAL NM-403-497-C FEE - HBP	ROSS, JOE E. / ROGER HANKS NM-403-497-E FEE - HBP	ROSS, ALTON / ROGER HANKS NM-403-497.G FEE - HBP	POWELL, BONNIE / ROGER HÁNKS NM-403-497-H FEE - HBP		ER HANKS	COMPANY		
OF LANDS TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMPLY SECTION 21: SW/4SE/4, ACTION 21: W/2SE/4SE/4, ACTION	ACRES		1.66666	1.68666.	1.66686	7.220000	30.00000	10.00000		5.833334	1.666667	0.833333					3.610000	1390000	
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REFERENCE	403-487-ii 8-23-1964	OPERATING AGREEMENT SECTION 21: SE4 403-497-11 8-23-1994	OPERATING AGREEMENT ROSS IZ #1 SECTION 28: NI2 403-497-Y 1-11-1978	OPERATING AGREEMENT ROSS IZ#1 SECTION 28: NZ 403-497-Y 1-11-1978	OPERATING AGREEMENT AGREEMENT SECTION 28: W2 403-487.Y 1-11-1978
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WORKING INTEREST AND PERCENTAGE	MOORE, MICHAEL HARRISON MOORE, RICHARD L. MOORE, STEPHEN SCOTT, ESTATE MOORE STEPHEN SCOTT, ESTATE MOORE STEPHEN SCOTT, ESTATE MOORE STEPHEN SCOTT, ESTATE MOORE STEPHEN SCOTT, ESTATE PITCH ENERSY CORPORATION SACRAMENTO PARTNERS LIMITED SHARBRO OIL LIMITED COMPANY THES DELLINING COMPANY VATES PETROI EI MI CORPORATION VATES PETROI EI MI CORPORATION		0.009920 ABO PETROLEUM CORPORATION 1.004670 BELLO, ENRIE 1.004670 BP AMERICA PRODUCTION COMPANY 1.004670 BP AMERICA PRODUCTION COMPANY 1.004670 BP AMERICA PRODUCTION CO. LP 1.004670 BP AMERICA PRODUCTION COMPANY 1.004670 BP AMERICA PRODUCTION COMPANY 1.004670 BP AMERICA PROTICES INC. 1.004670 BP AMERICA COMPANY 1.00470 BP AMER	0.09799 JAILS PETROLEUM CONFORMION 0.09799 JAID PETROLEUM CONFORMION 0.09799 JAID PETROLEUM CONFORMION 1.041970 BPELLO, ERNIE 1.041970 BPELLO	10.27349 ADO PEROLEUM CORPORATION 0.27349 ADO PEROLEUM CORPORATION 0.27349 ADO PEROLEUM CORPORATION 0.27349 ADO PEROLEUM CORPORATION 0.27349 ADO PEROLEM COMPANY 0.27340 ADO FLILE M. YATES 0.25440 ATTES COMPANY 0.25440 ATTES 0.2544
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BASIC ROYALTY AND PERCENTAGE	100.000000 SCHELRO, LTD. 33.330000 TONKIN, NANCY P. REVOCABLE 33.330000 33.330000	10.000000 MULVIHILL, FILICE SELLMEYER 10.000000 SELLMEYER, JOHN SLADE 10.000000 100.000000 100.000000	16 66667 BOWEN BETTANNE H. LIVING 16 666667 BOWEN BETTANNE H. LIVING 16 666666 HINKLE LIVING TRUST 33 33333 HINKLE, CARRELS E. 33 33333 HINKLE, CARRELS E. 16 66667 HINKLE, CRISTEN 16 66667 HINKLE, KRISTEN 16 66667 HINKLE, KRISTEN 16 66667 LUDSON, LUDITH, S. 25 00000 LAJ CORPOPATION 25 00000 MARSHALL & WINSTON, INC. 25 000000 SARTORI, LIVING HINKLE 25 000000 SARTORI, ENNA HINKLE 25 000000 SIGMAR, INC.	33 33334 AFR/LAND, INC. 16 689667 JOVEN, BETTANNE H., LIVING 16 689686 HINKLE LVING TRUST 33 33333 HINKLE, LAMES LISLE 16 689686 HINKLE, AMES LISLE 16 689686 HINKLE, AMES LISLE 25 000000 MARSHALL & WINSTON INC. 25 000000 MARTIN LVING TRUST 25 000000 R. R. HINKLE COMPANY, INC. 25 000000 SARTORI, JENNA HINKLE 25 000000 SIGMAR, INC. 25 000000 SIGMAR, INC.	100.000000 IBP AMERICA PRODUCTION COMPANY SACRAMENTO PARTNERS LIMITED 100.000000 SPIRAL, INC. 100.000000 100.0000000
LESSEE OF RECORD AND PERCENTAGE	NEARBURG EXPLORATION COMPANY ESTATE OF STEPHEN SCOTT MOORE RICHARD LYONS MOORE MICHAEL HARRISON MOORE	ARO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM COMPONATION NEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY	SACAMENTO PARATHERE DANCARES LIMITED SHARBED OIL LIMITED COMPANY SACISAMENTO PARTHERE LIMITED SACISAMENTO PARTHERE LIMITED COMPANY ESTATE OF LILLE M. YATES PETROLLEM CORPORATION MAD PETROLLEM CORPORATION MYCO INDUSTRIES, INC. YATES PETROLLEM CORPORATION ANY TES PETROLLEM CORPORATION MYCO INDUSTRIES, INC. YATES PETROLLEM CORPORATION ANY ON THE SPETROLLEM CORPORATION YATES PETROLLEM CORPORATION	SACRAMENTO PARTNERS LIMITED SHARBRO OIL LIMITED COMPANY ESTATE OF LILLIE M. YATES SHARBRO OIL LIMITED COMPANY SACRAMENTO PARTNERS LIMITED SHARBRO OIL LIMITED COMPANY SACRAMENTO PARTNERS LIMITED SHARBRO OIL LIMITED COMPANY ATES SET TO LILLIE M. YATES NATES PERIOLIE M. CORPORATION ABO PETROLELIM CORPORATION ABO PETROLELIM CORPORATION AND INDUSTRIES, INC. YATES DRILLING COMPANY AND INDUSTRIES, INC. YATES DRILLING COMPANY AND PETROLELIM CORPORATION AND PETROLELIM CORPORATION AND PETROLELIM CORPORATION ATES SPETROLELIM CORPORATION ATES SPETROLELIM CORPORATION ATES SPETROLELIM CORPORATION	JOHNSON PROPERTIES, LIMITED LODEWICK ENERGY, INC. JOHN W. LODEWICK LAURA B. LODEWICK LAURA PATRICIA LODEWICK
ACRES SERIAL NUMBER AND EXPRIRATION DATE		10.000000 NELLMEYER, JOHN S., ETUX NMA403-1729 FEE - HBP 10.0000000 MJLVIHILL, FILICE SELLMEYER	MA-103-117 FEE - HBP ROLLA ROBERTS HINKLE, TRUST ROLLA ROBERTS HINKLE, TRUST ROLLAM H, MARTIN, ETAL NM-103-18 FEE - HBP MARSHALL & WINSTON, INC.	MA-103-117 FEE - HBP NM-103-117 FEE - HBP NM-103-18 FEE - HBP FEE - HBP NM-103-18 FEE - HBP NM-103-18 FEE - HBP MARSHALL & WINSTON, INC.	10.000000 UNIL GASED MINIEGALS 1.0808061 UNIL GASED MINIEGALS 1.0808067 UNIL GASED MINIEGALS
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REFERENCE			OPERATING ASSERMENT ROSS IZ #1 SECTION 28: NZ 403-497-Y 1-11-1978	OPERATING AGREEMENT ROSS IS 12 SECTION 28: N2 403-497-Y 1-11-1978
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WORKING INTEREST	AND PERCENTAGE	JALAPENO CORPORATION JOHNSON, S. P. III & BARBARA J. LODEWICK, JOHN W. LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC. MYCO INDUSTRIES, INC. OLIVER, WILLIAM B. FRUST PLC. LIMITED PARTHERS LIMITED SACRAMENTO PARTHERS COMPANY SPIRAL, INC. UNIT PETROLEUM COMPANY VAN YRANKEN, FREDERICK, JR. YATES DIRILLING COMPANY YATES BIRRICY COMPONANY YATES BIRRICY COMPONENTION	MACO PETROLEUM CORPORATION SIS BELLO, ENNE BROWN BROTHERS HARRIMAN TRUST BROWN BROTHERS HARRIMAN TRUST BLINE, G. HOLDEN, TESTAMENTARY ERSTATE OF LILLE M, YATES BLINE, G. HOLDEN, TESTAMENTARY ERSTATE OF LILLE M, YATES GENDRON, J. W. GRODNOW, DAVID HONGE, SANFORD J., III HONGE, SANFORD J., III HOLLYHOCK, LTD JALAPENO CORPORATION JALAPENO CORPORATION JALAPENO CORPORATION JALAPENO CORPORATION JALAPENO CORPORATION JALAPENO CORPORATION CORPUNCY, JOHN W, TESTAME CODEWICK, JOHN W, TESTAME MYCO INDUSTRIES JILL MYCO INDUSTRIES JILL MYCO INDUSTRIES JILL ANTO INDUSTRIES JILL SCHUMTE PARTIMERS LIMITED SACRAMENTO PARTIMER TREDERICE, JR. YATES DREILING CORPORATION VAIN PETROLE IN CORPORATION VAIN PETROLE IN CORPORATION VATES DREILING CORPORATION	ABO PETROLEUM CORPORATION BE AMERICA PRODUCTION COMPANY BROWN BROTHERS HARRIMAN TRUST BROWN FRANCES B. BRODUCK, LID ODEWICK, LUD ODEWICK, LUD ODEWICK, LUD ODEWICK, LUD ODEWICK, LUD ODEWICK, LUD SPERSENGE EXPLORATION WYGO INDUSTRIES, INC. ODEWICK, LUD SPERSENGE EXPLORATION WYGO INDUSTRIES, IMITED SHARBRO OIL LUMITED COMPANY AND YRANGES LUMITED SHARBRO OIL LUMITED COMPANY AND YRANGES LUMITED SHARBRO OIL LUMITED COMPANY AND YRANGEN COMPANY AND YRANGE
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LESSEE OF RECORD	AND PERCENTAGE	SACRAMENTO PARTHERS LIMITED SPIRAL, INC.	ABO PERTOLEUM CORPORATION MYCO INDUSTREES, INC. YATES DEILLING COMPANY YATES PETROLEUM CORPORATION	SACRAMENTED COMPANY SACRAMENTED COMPANY ESTATE OF LILLE M. YATES ARD PETROELEM CORPOSATION SHARBRO OL LIMITED COMPANY TRUST O LIVIN DE SCOT A YATES VATES DRILLING COMPANY TATES, JOHN A. ANTES, JOHN A. ANTES PETROELING COMPANY TATES, JOHN A. ANTES PETROELING COMPANY TATES TO LIVIN DE COMPANY TATES JOHN A. ANTES DRILLING COMPANY TRUST O LIVIN DE COMPANY TATES DIRLLING COMPANY TATES
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WORKING INTEREST	MANU PERCENIAGE		0.02069 ABO PETROLEUM CORPORATION 13375930 0.04218 BLUO, ENVIE 0.007827 0.00
OVERRIDING ROYALTY	AND TENCEN AGE		1 56220) CHAMBERS, TOULE DEE KING. ESTATE 0 300025 CHAMBERS, ROBERTE. JR. 0 300025 CHAMBERS, ROBERTE. JR. 0 200417 DEVON BEREOF PRODUCTION CO. LP 1 562200 ESSANN, JANES H 0 200417 DEVON BEREOF PRODUCTION CO. LP 1 562200 ESSANN, JANES H 0 200417 MORANA, ELIZABETH J. 0 200417 MORANA, ELIZABETH J. 0 200417 PROBANDIA, W. T. & LANETTE J. 0 195312 0 195312
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LESSEE OF RECORD AND PERCENTAGE			SACRAMENTO DEATRIERS LIMITED SACRAMENTO DARTINERS LIMITED SETATE OF LILLE M. YATES AGO PETROCLEUM CORPORATION TRUST O LUWO PEGGY A YATES STATE OF LILLE M. YATES VATES DRILLING COMPANY VATES DRILLING COMPANY VATES DRILLING COMPANY TRUST O LUWO PEGGY A YATES STATE OF LILLE M. CORPORATION SHARBRO OIL LIMITED COMPANY WATES DRILLING COMPANY WATES WATES DRILLING COMPANY WATES WATES DRILLING COMPANY WATES WATES DRI
ACRES SERIAL NUMBER AND EXPRIATION DATE		HEARD, MRYTLE / ROGER HANKS NM-403-497-J FEE - HBP NAMSSHALL & WINSTON, INC. / TXO NM-403-497-P FEE - HBP NEW MEXICO OSAGE COOP / COQUINA NNEW MEXICO OSAGE COOP / COQUINA FEE - HBP HONDO OIL & GAS COMPANY FEE - HBP	0.419667 POWELL BONNIE / ROGER HANKS NM-403-497 FEE - HBP 0.419667 POWELL BONNIE / ROGER HANKS NM-403-497-6 FEE - HBP 0.419667 POWELL BONNIE / ROGER HANKS NM-403-497-6 FEE - HBP 0.419667 POWELL BONNIE / ROGER HANKS NM-403-497-6 FEE - HBP 1.250000 NEW MEXICO OSAGE COOP / COOUNA NM-403-497-7 FEE - HBP 1.250000 NEW MEXICO OSAGE COOP / COOUNA NM-403-497-7 FEE - HBP 1.250000 NEW MEXICO OSAGE COOP / COOUNA NM-403-497-7 FEE - HBP 1.250000 NEW MEXICO OSAGE COOP / COOUNA FEE - HBP 1.250000 NEW MEXICO OSAGE COOP / COOUNA FEE - HBP 1.250000 NEW MEXICO OSAGE COOP / COOUNA FEE - HBP 1.250000 MORRISON, BONNIE H / FEADING
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REFERENCE				13.375930 OPERATING 0.007527 AGREEMENT 1.987188 ROSS 12 #1 0.007527 SECTION 28: N2 0.007527 403-497-Y 1-11-1978	0.917876 0.001256 0.001256 2.083333	3 125000 3 125000 3 125000 3 125000	5,50186 1,907910 1,367188 0,007527 1,3375920	0.304228					0 5 8	12,500000 50,000000	1.083750 OPERATING 0.037164 AGREEMENT 0.08229 IBINGER ANU, #1 0.037164 SECTION 29.NE4 4.389054 403-1553-E 1-12-1983	0.001549 2.083334 2.083333 3.083333	1,003750 0,037163 0,037163 0,250000 0,185181
WORKING INTEREST	IND TENCENTAGE			869 ABO PETROLEUM CORPORATION 863 BELLO, ERNIE 660 BP AMERICA PRODUCTION COMPANY 863 BROWN BROTHERS HARRIMAN TRUST 550 BUNN FRANKES 600 BUNN FRANKES	730 HARVEY E. YATES COMPANY 683 HODGE, JOSEPH R. 7000 HODGE, SANCHORD J. III 7000 HODGE, SANCHORD J. III 7000 HOUGES, SANCHORD J. III 7000 HOUGH SANCHORD J. III 7000 HOUTHOOK, LTD	JOHNSON, S. P. III & BARBARA J. LODEWICK, JOHN W. LODEWICK, LAURA PATRICIA MAYO INUZITRES, INC. NEARBURG EXPLORATION COMPANY P.O. LUMITED PARTNERSHIP	SACKAMENTO PARTNERS LIMITED SACKAMENTO PARTNERS LIMITED SHARBRO OIL LIMITED COMPANY SPIRAL, INC. UNIT PETROLLOM COMPANY VAN VRANKEN, FREDERICK, IR. YATES DRILLING COMPANY YATES DRILLING COMPANY	YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION					150 LANGDALE CORPORATION 371 MEWBOURNE, CURTIS W. 102 NEARBURG EXPLORATION COMPANY	200 VINTAGE PETROLEUM, INC. 000 YATES PETROLEUM CORPORATION 000	350 BELLO, ERNIE 220 BELLO, ERNIE 350 BROWN BROTHES HARRIMAN TRUST 350 BLWN, FRANCES B 350 GFB ACQUISTTON - 1, LP	80 HODGE, JOSEPH R. 170 HOLLYHOCK, LTD 220 LODEWICK, JOHN W. 280 LOSEWICK I AIDA BATBICIA	19.52500 (MYCO INDUSTRIES, INC. 19.52500 (MYCO INDUSTRIES, INC. 19.520530 (LIVER, WILLIAM B. TRUST 19.520530 (SAPERAL, INC. 19.5200 (SPIRRAL, INC. 19.056990 (TRANSREPUBLIC RESOURCES, LTD
OVERRIDING ROYALTY AND PERCENTAGE				0.390725 CHAMBERS, 1.01LIE DEE KING, ESTATE 0.380859 0.7817250 (LAMBERS, ROBERTIE, E.) 0.7817250 (LAMBERS, PORBERTIE, E.) 0.7817250 (LAWSON, NEVA CHAMBERS, 0.937500 0.780725 (ESSANA), LAMBERS										2.08333) NEABLING EPI-CRATION COMPANY. 0.337500 1.92703 RETNOLDS, FRED N. 0.454107 0.454107 0.139191 0.728167 0.728167	3.72600 (CHAMBERS, LOLLE DEE KING, ESTATE 0.128900 (1.86250) (CHAMBERS, ROBERTE, IR. 0.042201 (1.86250) (CHAMBERS, ROBERTE, IR. 0.042201 (1.86250) (1.86960) (LINEY) FLORENCE M. ESSIANN 0.3504 (1.8620) (1.8676 (1.8676) (REEMAN ALICE ANN HANKS IUNTINGTON ENERGY, LLC IPSCOMBE, CELESTE CHAMBERS	NORMAN ELIZABETH JI TRUSTEE COCURA RESOURCES, INC. PORDAMOT W. T. & JEANETTE JI ROBERTS, MIKE H. SPACE BUILDING CORPORATION
BASIC ROYALTY AND PERCENTAGE	occoord ac	25,000000 25,000000 25,000000 25,000000 125,000000		16.868666 (GOOD EARTH MINERALS, LLC 16.868667 (HEARD, MYRTLE 8.333333 HICKAM, JEWEL T. 16.868667 MARSHALL & WINSTON, INC. 3.333334 MATIOCK MINERALS LIMITED COMPANY 8.333331 (FOUNTI). ADMINIF	16 666668 ROSS FAMILY LIVING TRUST 16 666667 ROSS, BERT A. & OLETA F. 8 333333 ROSS, GARY 16 666667 ROSS, J. T. 33 33334 ROSS, J. D.E. 34 33374 ROSS, J. D.E.	16.86666 ROSS, ROBERT 16.86667 ROSS, RONALD 8.33333 ROSS, WILLIAM 16.866667 33.33334 8.333334	16.666667 16.666667 16.66667 16.66667 33.33334 8333333	16.000006 16.000007 16.000007 33.33334 8.333334	16.000006 16.000007 16.000007 33.33334 8.23334	25,00000 25,00000 25,000000 25,000000	25.00000 25.00000 25.000000 26.000000	12.500000 12.500000 12.500000 12.500000	25.00000 BOND, ELEANOR MARGARET 25.000000 KIRKPATRICK LIVING SURVIVOR'S TRUST 25.000000 LEWIS, CATHERINE P. 25.000001 EWIS, CATHERINE P. 25.000001 PETERSON, KABIA BOND	00.000000 RANKIN, MARGIE BOND RUNYAN, BARBARA JANE REV. TRUST TACKITT, KAREN WILLIAMS, JOHN FINLAY WILLIAMS, JOHN FINLAY, FOR LIFE, REMAIN WILLIAMS, ROSEMARY	16.666666 BP AMERICA PRODUCTION COMPANY 16.686870 DEVON ENERGY PRODUCTION CO. LP 8.33333 GOOD EARTH MINERALS, LLC 16.686677 HEARD, MYRTLE 33.333344 HICKARD, MYRTLE 33.333344 HICKARD, MYRTLE	100,000000 MATCOCK MINE JOW, INC. 100,000000 MATLOCK MINERALS LIMITED COMPANY INEABBURG EXPLORATION COMPANY PANIANDLE ROYALTY COMPANY	16.868686 POWELL, BONNIE 16.868687 ROSS, RAMLY LIVINIO TRUST 8.333331 ROSS, BERT A. & QLETA F. 16.868667 ROSS, GARY 33.33334 ROSS, J. T.
LESSEE OF RECORD AND PERCENTAGE	VATES BETDO! EI IM COBBOATION	ABO PETROLEUM CORPORATION ABO PETROLEUM CORPORATION VCO INDUSTRIES. INC. YATES PETROLEUM CORPORATION XATES PETROLEUM CORPORATION ABO PETROLEUM CORPORATION MYCO INDUSTRIES INC.	MTO THOUS INES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION ARCO PERMIAN ARCO PETRAINA	SADO FE INCLUM COMPONION SHARBOR OIL LIMITED COMPANY TRUST Q UNWO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OUL LIMITED COMPANY TRUST O UNWO PEGGY A YATES ESTATE OF LILLE M. YATES YATES DELILLIG COMPANY YATES JOHNA.	ABO PETROLEUM CORPORATION SHARBRO DUL IMITED COMPANY TRUST Q UNWO PEGGY A YATES ESTATE OF ULLIE M. YATES YATES DELING COMPANY YATES JUHNA COMPANY YATES.	ABO PETROLEUM CORPORATION SHARBRO OLI LIMITED COMPANY TRUST O LIWIO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DILLING COMPANY YATES DILLING COMPANY	ABO PETROLEUM CORPORATION SHARBRO DIL LIMITED COMPANY TRUST Q LWNO PEGGY A, YATES ESTATE OF LILLIE M, YATES YATES DILLING COMPANY YATES, JOHN A,	ABO PETROLEUM CORPORATION SHARBRO OLI LIMITED COMPANY TRUST Q UWIO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES, OCHUJE M. YATES YATES, OCHUJE M. YATES YATES, OCHUJE M. YATES YATES, OCHUJE M. YATES	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLE IM CORPONATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLE IN CORPONATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION ARCO PERMIAN	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	≥	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O LIWIND PEGGY A. YATES ESTATE OF LILLIE M. YATES STATE OF LILLIE M. YATES YATES PILLIE OOMPANY YATES CHAIN A	YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O LIWIND PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY
ACRES SERIAL NUMBER AND EXPRIATION DATE		1.250000 FLAG-PEDFERN OIL COMPANY NAM-03-497-V FEE - HBP 2.500000 HONDO OIL & GAS COMPANY NA-03-497-W	FEE - HBP FEE -	NM-403-497 FEE - HBP	1.250000 ROSS, JOE E. / ROGER HANKS NM-403-497-E FEE - HBP	1.25000 ROSS, ALTON / ROGER HANKS NM-403-497-G FEE - HBP	1.250000 POWELL, BONNIE / ROGER HANKS NM4403-497-H FEE - HBP	1.250000 HIACAM, JEWEL / ROGER HANKS NM-403-497-1 FEE - HBP	1.250000 HEARD, MRYTLE / ROGER HANKS NM-403-497-J FEE - HBP			2.500000 HONDO OIL & GAS COMPANY NM-403-497-W FEE - HBP		MELTON, HELEN B.	MA-402-67 MA-402-487 FEE - HBP	LENA W. HILDT NM-403-497-C FEE - HBP	
TRACT DESCRIPTION # ACRES OF LANDS			42 20.00 TOWNSHIP 18 SOUTH,	RANGE 25 EAST, NMPM SECTION 28: EZSE/ANW/4									TOWNSHIP 18 SOUTH, RANGE 25 EAST, NMPM SECTION 28: SE4	80.00 TOWNICLE AS COLUMN	RANGE SE EAST, NMPM SECTION 29: E/ZNE/4		

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ACRES	SERIAL NUMBER AND EXPRIATION DATE	LESSEE OF RECORD AND PERCENTAGE	BASIC ROYALTY AND PERCENTAGE	OVERRIDING ROYALTY	WORKING INTEREST AND PERCENTAGE	<u> </u>	REFERENCE
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1.66667 A	ALTON ROSS NM-403-497-G FEE - HBP	ABO PETROLEUM CORPORATION SHABBRO OIL LIMITED COMPANY TRUST Q UMN/O PEGGY A YATES ESTATE OF LILLE M, YATES YATES LICHING COMPANY YATES LICHING COMPANY	ROSS, JOE E. ROSS, RALPH ROSS, ROBERT ROSS, ROMALD ROSS, WILLIAM SHEETS, ELIZABETH RUTH NI WHEDTEDRI ION BOOGGOTICA	0.236976 0.236976 0.236976 0.236978 0.236978	UNIT PETROLEM COMPANY VAN VRANKEN, FREDERICK, JR. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	18.332942 0.037163 1.093750 54.893079	
1.666667	BONNIE POWELL NM-403-497-H FEE - HBP	ABO PETROLEUM CORPORATION SHARBRO ULI UMITED COMPANY TRUST O LIWNO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES ICHING COMPANY YATS ICHING COMPANY	16,696666 16,696667 16,696667 16,696667 16,696667 16,096667 18,333334				
1.666667	JEWELL HICKÁM NA-403-497-1 FEE - HBP	ABO PETROLEUM CORPORATION SHARBRO ULI LIMITED COMPANY TRUST O LIWIND PEGGY A. YATES ESTATE OF LILLE M. YATES YATES LICHNIG COMPANY YATES LICHNIA	16,696666 16,696667 16,696667 16,696867 16,696867 9,333334				
92	1.086687 M/RTIE HEARD NM-403-497-J FEE - HBP	ABO PETROLEUM CORPORATION SHARBNO ULI LIMITED COMPANY TRUST O LIWNO PEGGY A YATES ESTATE OF LILLE M. YATES YATES DELLING COMPANY YATES OF LILLE M. YATES OF LILLE M. YATES YATES OF LILLE M. YATES OF LILLE M. YATES YATES OF	16.666666 16.66667 16.69687 16.69687 16.69687 33.33334				
30.000000	NEW MEXICO OSAGE COOP NM-403-497-R1 FEE - HBP	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES BRILLING COMPANY VATES GETTON FLILL COMPANY	25.00000 25.00000 25.00000 25.00000				
	G. R. NIXON, JR. NM-403-1553 FEE - HBP	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES PETROL EIM CORPORATION	20.00000 20.00000 20.00000 20.000000				
	BONNIE H. MORRISON NM-403-1553-A FEE - HBP	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES BRILLING COMPANY VATES PETROLE IN COMPANY	10.000000 10.000000 10.000000				
	z	YATES PETROLEUM CORPORATION	0000000 001				
:25	5.000000 MARSHALL & WINSTON, INC. MA403-1553-D EFE UDD	YATES PETROLEUM CORPORATION	100.000000				
ici	0.833333 WILLIAM H. NIXON ESTATE NIM-403-1553-I	VATES PETROLEUM CORPORATION	100.000000				
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2.916667	CARL E. ROSS NM-402-497 FEE - HBP	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O LUM/O PEGGY A YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY	16.86888 BP AMERICA PRODUCTION COMPANY 16.86887 DEVON ENERGY PRODUCTION CO., LP 33.3333 GOOD EARTH MINEALS, LLC 16.86867 HEARD, MYRTLE 33.33334 HICKAM, JEWEL T.	ATE	0. 128990 ABO PETROLEUM CORPORATION 0.042320 BELLO, ERNIE 0.042320 BROWN BROTHERS HARRIMAN TRUST 0.042320 BUNN, FRANCES B.	1.093750 O 0.037164 A 0.009291 B 0.037164 S 0.018582 4	OPERATING AGREEMENT BINGER AKU #1 SECTION 29: NE/4 403-1553-E 1-12-1993
122	LENA W. HILDT MM403-497-C FEE - HBP	YATES PETROLEUM CORPORATION	8 33333 MARSHALL & WINSTON, INC. 100.000000 MATLOCK MINERALS LIMITED COMPANY NEARBURG EXPLORATION COMPANY	FREEMAN, ALICE ANN HANKS HUNTINGTON ENERGY, LLC LIPSCOMBE, CELESTE CHAMBERS	0.185860 GENDRON, J. W. 0.104770 GFB ACQUISITION - 1, LP 0.042320 GOODNOW, DAVID	0.055745 4.398054 0.037164	
!%	JÖE E. RÖSS NM-403-497-E FEE - HBP	ABIO PETROLEUM CORPORATION SHARBRO OLI LIMITED COMPANY TRUST OLIWIO PEGGY A YATES ESTATE OF LILLIE M. YATES VATES POLILLIA OCOMPANY VATES DIGLIA NO COMPANY VATES CIONA IN COMPANY VATE	16 606066 POWELL BONNIE 16 606067 POWELL BONNIE 16 606067 POSS FAMILY LIVING TRUST 16 606067 ROSS, GERT A. 8 OLETA F. 16 606067 ROSS, GARY 17 333334 ROSS, J. T.	MOORA, CHARLES CUINE NORMAN, ELIZABETH J. SOCURA RESOURCES. INC. PROBANTO, W. T. & JEANETTE J. SPACE BUILDING CORPORATION.	ED 0005890 HODGE, 1025EPH R. 0.502500 HODGE, SANFORD J. III 0.208330 HOLLYHOCK, LTD 0.302790 KRULER, BETSY H. 0.302500 KELLER, BETSY H. 0.005890 LODEWICK, JOHN W.	0.001549 0.006194 2.083334 0.037164 2.083333	
0.416667	ALTON ROSS NM-403-497-G FEE - HBP	ABO PETROLEUM CORPORATION SHARBRO UL LIMITED COMPANY TRUST O LUMNO PEGGY A VATES ESTATE OF LULIE M. YATES STATE OF LULIE M. YATES YATES DRILLING COMPANY YATES CHAIN A	16 666666 ROSS, RALPH 16 66666 ROSS, RALPH 16 666667 ROSS, ROBERT 16 833333 ROSS, ROMALD 16 669667 ROSS, WILLIAM 16 669667 ROSS, WILLIAM 16 699667 ROSS, WILLIAM 16 933333 SHEETS, ELIZABETH RUTH MIXON 16 9333333 SHEETS, ELIZABETH RUTH MIXON 16 933333 SHEETS, ELIZABETH RUTH RUTH RUTH RUTH RUTH RUTH RUTH RU	0.29678 0.236978 0.236978 0.236978 0.196310	MYCO HOUSTRES, INC. OLIVER, WILLIAM B. TRUST SACRAMENTO PARTNERS LIMITED SCHUMAN, ADOLPH P. SPIFAL, INC.	2.083333 1.083750 0.037163 6.250000 6.250000	
0.416667	7 BONNIE POWELL NM-403-497-H FEE - HBP	ABO PETROLEUM CORPORATION ABO PETROLEUM COMPANY TRUST O LUMYO PEGGY A. YATES ESTATE OF LULIE M. YATES YATES PILLING COMPANY ATES COMPANY ATES PILLING COMPANY		U1001U	TRANSREDUBLO RESOURCES, ITD TRANSREDUBLO RESOURCES, ITD UNIT PETROLEIM COMPANY VAN VRANKEN, FREDERICK, JR. YATES DRILLING COMPANY TATES PETROLEIM CORPORATION	0.185181 18.332942 0.037163 1.093750 54.682485	
0.416667	JEWELL HICKAM NM-403-487-1 FEE - HBP	ABO PEROLEUM CORPORATION THE ABRABRO OLI LIMITED COMPANY TRUST Q. LUMYO PEGGY A. YATES ESTATE OF LILLIE M. YATES ESTATE OF LILLIE M. YATES YATES OF LILLING COMPANY	16 666667 16 666667 16 66667 16 66667 16 66667 16 66667 16 733334				
	0.416667 MYRTLE HEARD	ABO PETROLEÚM CORPORATION	16.888886		· · · · · · · · · · · · · · · · · · ·		18-19

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REFERENCE			- Arana (Alama)							1.083750 OPERATING 0.037164 AGREEMENT	0.009291 BINGER AKU #1 0.037164 SECTION 29: NE/4 0.018582 403-1553-E 1-12-1993	0.055745 4.398054 0.037 164 0.001549	0.006194 2.083334 0.037164 0.0371859	2.083333 2.083333 1.083750	0.037163 6.250000 0.037163	6.250000 0.185181 18.332942	0.037163 1.093750 54.882485		0.037160 SECTION 29: NE/4 0.018580 403-1553-E 1-12-1983 0.055750 4 augusto	0.037160	2.083340	0.037160	2.083330 2.083330 1.0833260	0.037170	0.037160 6.25000 0.185170 18.332940	0.037170 1.083560 54.882500 0.937500 OPERATING
WORKING INTEREST	MANUFACTURE ACCUMENTAGE									© 0.006880 ABO PETROLEUM CORPORATION © 362500 BELLO, ERNIE	0.005880 BROWN BROTHERS HARRIMAN TRUST BUNN, FRANCES B. ELSIE G. HOLDEN, TESTAMENTARY	GENDRON, J. W. GFB ACQUISITION -1, LP GOODNOW, DAVID HODGE, JOSEPH R.	HODGE, SANFORD J., III HOLYHOCK, LTD KAWASKI, DR. ISAAC A. KREI FR RFTSY H	LODEWICK, JOHN W. LODEWICK, LAURA PATRICIA MYCO INDISTRIES INC	OLIVER, WILLIAM B. TRUST SACRAMENTO PARTNERS LIMITED SCHUMAN, ADOLPH P.	SPIRAL, INC. TRANSREPUBLIC RESOURCES, LTD UNIT PETROLEUM COMPANY	VAN VANKEN, FREDERICK, JR. YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION BELLO, ERNIE BROWN BROTHERS HARRIMAN TRUST	BUNN, FRANCES B. ELSIE G. HOLDEN, TESTAMENTARY GENDRON, J. W. GER ACQUISTRON, 4 1 P	GODNOW, DAVID HODGE, JOSEPH R.	HOLLYHOCK, LTD	KELLER, BETSY H.	LODEWICK, JUTIN W. LODEWICK, LAURA PATRICIA MYCO INDI ISTRIES INC	OLIVER, WILLIAM B. TRUST SACRAMENTO PARTNERS LIMITED	SCHUMAN, ADOLPH P. SPIRAL, INC. TRANSREPUBLIC RESOURCES, LTD UNIT PETROLEUM COMPANY	VAN VRANKEN, FREDERICK, JR. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION ABO PETROLEUM CORPORATION
OVERRIDING ROYALTY	AND THE PROPERTY AND TH									MOORE, CHARLES CLINE NORMAN, ELIZABETH JI, TRUSTEE	SPACE BUILDING CORPORATION	0.181250 7.001250 0.185310 0.195310						0.250000 NONE 3.000000 3.000000	3.126000							18.750000 NONE
BASIC ROYALTY AND PERCENTAGE		16.66667 6.33333 16.66667 33.3334	25.00000 25.000000 25.000000 25.000000	20 000000 20 0000000 20 000000	40,000000 10,000000 10,000000 10,000000	70,000000	100.000000	100.000000	100.000000	100.000000 BP AMERICA PRODUCTION COMPANY DEVON ENERGY PRODUCTION CO., LP	20,000000 MARSHALL & WINSTON, INC. 20,000000 MARSHALL & WINSTON, INC. 20,000000 MARTHOCK MINERALS LIMITED COMPANY 20,000000 MISTON COMPANY 20,00000 MISTON COMPANY 20,00000 MISTON COMPANY 20,00000 MISTON COMPANY 20,00000 MISTON COMPANY 20,0000 MIS	40,0000000 PARTHANDLE ROYALTY COMPANY 10,0000000 PARHANDLE ROYALTY COMPANY 10,0000000 SHEETS, ELIZABETH RUTH NIXON 10,0000000 WEDDERBURN PROPERTIES, LLC	70,000000 100,000000 100,000000	100.000000	100.000000	100.000000	25.000000 25.000000 25.000000 25.000000	10,000000 HOOPER, ROBERT G. 10,000000 JOHNSON, S. P. III & BARBARA J. 10,000000 PJC LIMITED PARTNERSHIP	70,000000 SPIRAL, INC. 10,000000 10,000000 10,000000	70 000000 100.000000	100.000000	100.000000	100.00000	100.000000	100,000000	10 000000 DORCHESTER 1989 FAMILY TRUST
LESSEE OF RECORD AND PERCENTAGE	THE PROPERTY OF THE PROPERTY O	SHARBRO OLL LIMITED COMPANY TRUST O LUWO PEGGY A YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY VATES ICLINA	ABO PETROLEIM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY VATES DETROITED.	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES BEILING COMPANY	ABO PETROLEM CORPORATION MYCO INDUSTRIES, INC. YATES DRILING COMPANY	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	1	YATES PETROLEUM CORPORATION ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DEI I INC. CARDANY		YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	Z.		ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DIFILING COMPANY	1	+				SACRAMENTO PARTNERS LTD		ABO PETROLEUM CORPORATION MYCD INDISTRIES INC
S SERIAL NUMBER AND EXPRIATION DATE	NM-403-497-	FEE - HBP	7.500000 NEW MEXICO OSAGE COOP NM-403-497-R1 FEE - HBP	0.208333 (C. R. NIXON, JR. NM-403-1553 FEE - HBP	1.250000 BONNIE H. MORRISON NM-403-1553-A FEE - HBP	1.250000 KERR-MCGEE CORPORATION NM-403-1553-C FEE - HBP			2.500000 ATLANTIC RICHFIELD COMPANY NM-403-1553-J FEE - HBP	0.833334 LENA W. HILDT NM-403-497-C FEE - HBP	0.208333 C. R. NIXON, JR. NM-403-1553 FEE - HBP	3.750000 BONNIE H. MORRISON NM-403-1553-A FEE - HBP	1.250000 KERR-MCGEE CORPORATION MM-403-1553-C	3.750000 MARSHALL & WINSTON, INC. MM-403-153-D EFE - LIDD			7.500000 INEW MEXICO OSAGE COOP / COQUINA INH-403-497-R1 FEE - HBP	5.000000 PATRICIA JOHNSON COOPER NM-403-1724 FEE - HBP	5.000000 (S. P. JOHNSON, III TRUST NM-403-1724-A FEE - HBP	1.666666 UNLEASED MINERALS NM-104-2 KEITH F. QUAIL, ETUX	1.886667 UNLEASED MINERALS NM-104-2 KEITH F. QUAIL, ETUX	5.000000 UNLEASED MINERALS NM-104-2 KEITH F. QUAIL, ETUX	1.666667 UNLEASED MINERALS NM-104-2 KEITH F. QUAIL, ETUX	XXXXX INTERSED MINERALS NM-104-2 KEITH F. QUAIL, ETUX XXXXX HARVEY E. YATES	NM-104-2 KEITH F. QUAIL, ETUX	0000 DORCHESTER 1988 FAMILY TRUST NA. 4728
TR TRACT DESCRIPTION ACRES # ACRES OF LANDS						-		o i		20.00 TOWNSHIP 19 SOUTH, 0.7 RANGE 25 EAST, NAIPM SECTION 29: E/2SW/4NE/4	Ö		<u> </u>	18	07	2.5		POWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 29: NW/ANE/4,	5.0	1.00	180	5.0	2	00000701		0.00 TOWNSHP 19 SOUTH, 10.000000 RANGE 25 EAST, NMPM

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REST RETERENCE	CONE TINERS LIMITED A CORPORATION 9	AUVENSHIRE CHILDRED (2009) 0.399734 AGREEMENT CONE. KATHLEEN TRUST. DEC'D (ROC) 0.399734 AGREEMENT CONE. KATHLEEN TRUST. DEC'D (KGC) 0.399734 AGREEMENT CONE. KATHLEEN TRUST. DEC'D (KGC) 0.3999734 AGREEMENT CONE. FAUNTHER CONE. TOWN CATHLE CONE. TOWN CATHLE CONE. CONE. TOWN CATHLE CONE. C
OVEKKIDING KOTALI I METEROSI AND PERCENTAGE	PROBANDT.W. T. & JEANETTE J. CONE. TOM R. MCCOWN, CATHE CONE MCCOWN, CATHE CONE SACRAMENTO PATTER SPIRAL INC. YATES PETROLEUM COR	0.937500 CHAMBERS, LOLIE DEE KING, ESTATE CHAMBERS: ROBERTE B. COM4437 CONE. KATHLEEN TRUST. DECD (ROD) DAWYSON, INVEX CHAMBERS DAWYSON, INVEX CHAMBERS D.004437 CONE. KATHLEEN TRUST. DECD (RGC) DAWYSON, INVEX CHAMBERS D.004437 CONE. KATHLEEN TRUST. DECD (RGC) DAWYSON, INVEX CHAMBERS D.004437 CONE. RAHDET TRUST. DECD (RGC) DAWYSON, INVEX CHAMBERS D.004437 CONE. TON R. COM4437 CONE. TON R. COM4437 CONE. TON R. COM4437 CONE. TON R. COM4437 CONE. TON R.
BASIC ROTALITY AND PERCENTAGE	1,142224 1,142224 1,142224 1,142224 1,142224 0,648083 1,439384 1,439384 1,439388 85,659080	2 142224 1 42224 1 142224 1 14
AND PERCENTAGE	CLIFFORD COME CLIFFORD CONE FAMILY TRUST TOM R. COME KENNETH G. COME KENNETH G. COME KATHLEEN COME TRUST D C. TRUST, MARILYN J. COME MARATHON OIL COMPANY SPIRAL, NIC. YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION	AUVENSHINE CHUDREN'S KATHIE CONE MCCOWN AUVENSHINE CHUDREN'S KATHEER CONE TRUST CLIFFORD CONE CLIFFORD CONE TOM R. CONE KATHEEN CONE TRUST TOM R. CONE KATHEEN CONE TRUST O'C TRUST. MARL'N'L, CONE MARATHON OU. COMPANY SACRAMENTO PARTINERS LTD SPIRAL, INC. VATES PETROLEUM CORPORATION
EXPRIATION DATE		4.068500 KINERALS 46.885000 KINERALS 16.312730 KINERALS 115.3373 KINERALS 115.337 KINERA
		TOWNSHIP 19 SOUTH, RANGE SE SOUTH, SECTION 30: LOT 4 (SW/4SW/4), SE/4SW/4

YATES PETROLEUM CORPORATION

UNIT OPERATING AGREEMENT

NORTH DAGGER DRAW UPPER PENN UNIT

Dated: October 1, 2003

Township 19 South, Range 25 East

Section 16: All

Section 17: All

Section 18: Lots 3,4, E/2SW/4, SE/4NW/4,

SW/4NE/4, E/2NE/4, SE/4

Section 19: All

Section 20: All

Section 21: All

Section 28: All

Section 29: All

Section 30: All

Eddy County, New Mexico

UNIT OPERATING AGREEMENT NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

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UNIT OPERATING AGREEMENT NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as the 1st day of October, 2003 by and between the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto.

WITNESSETH:

WHEREAS, the parties hereto as Working Interest Owners have executed, as of the date hereof, an Agreement entitled "Unit Agreement, North Dagger Draw Upper Penn Unit, Eddy County, New Mexico, herein referred to as "Unit Agreement," which, among other things, provides for a separate agreement to be entered into by Working Interest Owners to provide for Unit Operations as therein defined.

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

ARTICLE 1

CONFIRMATION OF UNIT AGREEMENT

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

ARTICLE 2

EXHIBITS

- 2.1 Exhibits. The following exhibits are incorporated herein by reference
 - 2.1.1 Exhibit "A", attached hereto, is a map of the Unit Area showing the boundaries of each Tract and their respective Tract Numbers.
 - 2.1.2 Exhibit "B", attached hereto, is a schedule showing all lands and leases, legal descriptions thereof and ownership within each Tract.
 - 2.1.3 Exhibit "C", attached hereto, is a schedule showing the Unit Participation of each Working Interest Owner. Exhibit "C", or a revision thereof, shall not be conclusive as to the information

therein, except it may be used as showing the Unit Participations of Working Interest Owners for purposes of this Agreement until shown to be in error or revised as herein authorized.

- 2.1.4 Exhibit "D", attached hereto, is a schedule of remaining primary reserves allocable to each of the Working Interest Owners.
- 2.1.5 Exhibit "E", attached hereto, is a schedule of values of remaining primary reserves allocable to each Working Interest Owner for the purpose of Withdrawal from the Unit pursuant to paragraph 17.1.
- 2.1.6 Exhibit "F", attached hereto, is the Accounting Procedure applicable to Unit Operations. If there is any conflict between this Agreement and Exhibit "F", this Agreement shall govern.
- 2.1.7 Exhibit "G", attached hereto, contains insurance provisions applicable to Unit Operations.
- 2.1.8 Exhibit "H", attached hereto contains a Certificate of Non-segregated Facilities applicable to the Unit
- 2.2 Revision of Exhibits. Whenever Exhibits "A" or "B" are revised, Exhibit "C" shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise Exhibit "C" 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. Working Interest Owners shall be provided a duplicate copy of any exhibit revised as provided herein.
- 2.3 Reference to Exhibits. When reference is made herein to an exhibit, it is to the exhibit as originally attached or if revised, the last revision.

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

- 3.1 Overall Supervision. Working Interest Owners shall exercise overall supervision and control of all matters pertaining to Unit Operations pursuant to this Agreement and the Unit Agreement. In the exercise of such authority, each Working Interest Owner shall act solely in its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.
- 3.2 Specific Authorities and Duties. The matters with respect to which Working Interest Owners shall decide and take action shall include, but not be limited to, the following:
 - 3.2.1 Method of Operation. The method of the operation, including the type or types of pressure maintenance, secondary recovery, tertiary recovery, or other recovery program to be employed.
 - 3.2.2 <u>Drilling 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. Well Abandonment, Use, and Conversion. The abandonment of any well; the use of any well for injection, salt water disposal, or for any purpose other than production; or the conversion of the use of any well from one purpose to another. The reactivation of a well which was shut-in or temporarily abandoned to its former use by Unit Operator shall not require prior approval of Working Interest Owners if the estimated expenditure is less than the expenditure limitation specified in Section 3.2.4.
- 3.2.4 Expenditures. The making of any single expenditure in excess of Fifty Thousand Dollars (\$50,000.00); however, approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefore, and for completing, testing and equipping the well, including necessary flow lines, separators, and lease tankage; provided however, that in case of blowout, explosion, fire, flood or other sudden emergencies, Unit Operator may take steps and incur such expenses as in its opinion are required to deal with the emergency and to safeguard life or property but that Unit Operator shall, as promptly as possible, report the emergency to the Working Interest Owners.
- 3.2.5 <u>Disposition of Unit Equipment</u>. The selling or otherwise disposing of any major item of surplus Unit Equipment, if the current price of new equipment similar thereto is Twenty Thousand Dollars (\$20,000.00) or more.
- 3.2.6 Appearance Before a Court or Regulatory Agency. The designating of a representative to appear before any court or regulatory agency in matters pertaining to Unit Operations; however, Unit Operator shall act as such representative in the absence of the designation of a different representative by Working Interest Owners. Such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf.
- 3.2.7 <u>Audits</u>. The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder; however, the audits shall
 - (a) not be conducted more than once each year except upon the resignation or removal of Unit Operator, and
 - (b) be made upon the approval of the owner or owners of a majority of Working Interest other than that of Unit Operator, at the expense of all Working Interest Owners other than Unit Operator, or
 - (c) be made at the expense of those Working Interest Owners requesting such audit, if owners of less than a majority of Working Interest, other than that of Unit Operator, request such an audit, and
 - (d) be made upon not less than thirty (30) days written notice to Unit Operator.

3.2.8 Inventories. The taking of periodic inventories under the terms of Exhibit "F". 3.2.9 Technical Services. The authorizing of charges to the Joint Account of services by consultants or Unit Operator's technical personnel not covered by the overhead charges provided by Exhibit "F." 3.2.10 Assignments to Committees. The appointment of committees to study any problems in connection with Unit Operations. 3.2.11 The removal of Unit Operator and the selection of a successor. 3.2.12 The enlargement of the Unit Area. 3.2.13 The adjustment and readjustment of investments. 3.2.14 The termination of the Unit Agreement. ARTICLE 4 MANNER OF EXERCISING SUPERVISION 4.1 Designation of Representatives. Each Working Interest Owner shall inform Unit Operator in writing of the names and addresses of the representative and alternate who are authorized to represent and bind such Working Interest Owner with respect to Unit Operations. The representative or alternate may be changed from time to time by written notice to Unit Operator. 4.2 Meetings. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of two (2) or more Working Interest Owners having a total Unit Participation then in effect of not less than ten percent (10%). No meeting shall be called on less than fourteen (14) days advance written notice, with agenda for the meeting attached. Working Interest Owners who attend the meeting may amend items included in the agenda and may act upon an amended item or other items presented at the meeting. The representative of Unit Operator shall be chairman of each meeting. 4.3 Voting Procedure. Working Interest Owners shall decide all matters coming before them as follows; 4.3.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Participation in effect at the time of the vote. 4.3.2 Vote Required. Unless otherwise provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters by the affirmative vote of three or more Working Interest Owners having a combined voting interest of at least seventy-five percent (75%); however, should any one Working Interest Owner have Page 4

more than twenty-five percent (25%) voting interest, its negative vote or failure to vote shall not defeat a motion, and such motion shall pass if approved by Working Interest Owners having a majority voting interest, unless three or more Working Interest Owners having combined voting interest of at least five percent (5%) likewise vote against the motion or fail to vote.

- 4.3.3 Vote at Meeting by Non-attending Working Interest Owner. Any Working Interest Owner not represented at a meeting may vote on any agenda item by letter, telegram, fax or email, addressed to the representative of Unit Operator if its vote is received prior to the vote at the meeting, provided the agenda items are not amended.
- 4.3.4 Poll Votes. Working Interest Owners may vote on and decide, by letter, telegram, fax or email, any matter submitted in writing to Working Interest Owners. If a meeting is not requested, as provided in Section 4.2, within seven (7) days after a written proposal is sent to Working Interest Owners, the vote taken by letter, telegram, fax or email shall become final. Unit Operator will give prompt notice of the results of such voting to all Working Interest Owners.

ARTICLE 5

INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

- 5.1 Reservation of Rights. Working Interest Owners severally reserve to themselves all their rights, except as otherwise provided in this Agreement, and the Unit Agreement.
- 5.2 Specific Rights. Each Working Interest Owner shall have, among others, the following specific rights:
 - 5.2.1 Access to Unit Area. Access to the Unit Area at all reasonable times to inspect Unit Operations, all wells, and the records and data pertaining thereto.
 - 5.2.2 Reports. The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit Operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged to the Working Interest Owner that requests the information.
- 5.3 <u>Undrilled Locations</u>. Unit Operator shall have the option to drill any undrilled locations on tracts committed to the Unit Area at Unit Expense subject to Article 3.2.2 and partners' approval as listed under Article 4.3.
- 5.4 <u>Taking Unitized Substances In Kind</u>. Each Working Interest Owner shall have the right to take in kind and separately dispose of its proportionate share of all oil and gas produced from the Unit Area, exclusive

of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within the Unitized Area, provided the same are so constructed, maintained and operated as not to interfere with Unit Operations. Any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party taking delivery. In the event any Working Interest Owner shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unitized Formation then so long as such condition continues, Unit Operator, for the account and at the expense of the Working Interest Owner of the Tract or Tracts concerned, and in order to avoid curtailing the operation of the Unit Area, shall sell or otherwise dispose of such production to itself or to others, 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 three years, and at not less than the prevailing market price in the area for like production, and the account of such Working Interest Owner shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of the Tract or Tracts concerned.

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

ARTICLE 6

UNIT OPERATOR

- 6.1 <u>Unit Operator</u>. Yates Petroleum Corporation, a New Mexico corporation, is hereby designated as Unit Operator.
- 6.2. Resignation or Removal of Unit Operator. 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, the Land Commissioner and the A.O. unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

The Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal by Working Interest Owners having in the aggregate eighty percent (80%) or more of the Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the A.O.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator 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 wells, equipment, books and records, materials, appurtenances and any other assets used in connection with the Unit Operations to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected. Nothing herein shall be construed as authorizing the removal of any material, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator who resigns or is removed hereunder from any liability or duties accruing or performable by it prior to the effective date of such resignation or removal.

6.3 <u>Successor Unit Operator</u>. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Land Commissioner and the A.O. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and/or the A.O., at their election, may declare this Agreement terminated.

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

AUTHORITIES AND DUTIES OF UNIT OPERATOR

- 7.1 Exclusive Right to Operate Unit. Subject to the provisions of this Agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations.
- 7.2 Workmanlike Conduct. Unit Operator shall conduct Unit Operations in a good and workmanlike manner, as would a 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, unless such damages result from its gross negligence or willful misconduct.
- 7.3 <u>Liens and Encumbrances</u>. Unit Operator shall endeavor to keep the lands and leases in the Unit Area and Unit Equipment free from all liens and encumbrances occasioned by Unit Operations, except the lien and security interest of Unit Operator and Working Interest Owners granted hereunder.
- 7.4 Employees. The number of employees used by Unit Operator in conducting Unit Operations, their selection, hours of labor, and compensation, shall be determined by Unit Operator. Such employees shall be the employees of Unit Operator.
- 7.5 Records. Unit Operator shall keep correct books, accounts, and records of Unit Operations.
- 7.6 Reports to Working Interest Owners. Unit Operator shall furnish Working Interest Owners semiannual reports of Unit Operations.
- 7.7 Reports to Governmental Authorities. Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.
- 7.8 Engineering and Geological Information. Unit Operator shall furnish to a Working Interest Owner, upon written request, a copy of all logs and other engineering and geological data pertaining to wells drilled for Unit Operations.
- 7.9 Expenditures. Unit Operator is authorized to make single expenditures not in excess of Fifty Thousand Dollars (\$50,000.00) without prior approval of Working Interest Owners. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.
- 7.10 Wells Drilled by Unit Operator. All wells drilled by Unit Operator shall be at the usual rates prevailing in the area. Unit Operator may employ its own tools and equipment, but the charge therefore shall not exceed the

usual rates prevailing in the area, and the work shall be performed by Unit Operator under the same terms and conditions as are usual in the area in contracts of independent contractors doing work of an similar nature.

- 7.11 <u>Mathematical Errors</u>. Unit Operator is empowered to correct any mathematical errors, which might exist in the pertinent exhibits to this Agreement.
- 7.12 Border Agreement. Subject to the provisions and conditions in the Unit Agreement, Unit Operator shall have the right and authority to enter into border protection agreements or cooperative agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.
- 7.13 Conflict of Supervision. Neither the Unit Operator nor the Working Interest Owners, nor any of them, shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provisions thereof to the extent that the said Unit Operator or the Working Interest Owners, or any of them are hindered, delayed or prevented from complying therewith by reason of failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and of the State of New Mexico in and about any matters or things concerning which it is required herein that such concurrence be obtained.

ARTICLE 8

TAXES

- 8.1 Ad Valorem Taxes. Beginning with the first calendar year after the Effective Date hereof, Unit Operator shall make and file all necessary ad valorem tax renditions and returns with the proper taxing authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for Unit Operations. Unit Operator shall settle assessments arising therefrom. Any Working Interest Owner dissatisfied with any proposed rendition or assessment of its interest in property shall have the right, at its own expense, to protest and resist the same. All such ad valorem taxes shall be paid by Unit Operator and charged to the joint account; however, if the interest of a Working Interest Owner is subject to a separately assessed overriding royalty interest, production payment, or other interest in excess of one-eighth (1/8) royalty, such Working Interest Owner shall notify Unit Operator of such interest prior to the rendition date and shall be given credit for the reduction in taxes paid resulting therefrom.
- 8.2 Other Taxes. Each Working Interest Owner shall pay or cause to be paid all production, severance, gathering, and other taxes imposed upon or with respect to the production or handling of its share of Unitized Substances, except that on gas production only the taking parties shall pay such taxes.

INSURANCE

- 9.1 Insurance. Unit Operator, with respect to Unit Operations, shall:
 - (a) comply with the Workmen's Compensation Laws of the State,
 - (b) carry Employer's Liability and other insurance required by the laws of the State, and
 - (c)provide other insurance as set forth in Exhibit "G".

ARTICLE 10

ADJUSTMENT OF INVESTMENTS

- 10.1 Personal Property Taken Over. Upon the Effective Date, Working Interest Owners shall deliver to Unit Operator the following:
 - 10.1.1 Wells. All wells completed in the Unitized Formation.
 - 10.1.2 Well and Lease Equipment. The casing and tubing in each such well, the wellhead connections thereon, and all other well, lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting Unit Operations.
 - 10.1.3 Records. A copy of all production and well records for such wells.
- 10.2 Inventory and Evaluation of Personal Property. Working Interest Owners shall at Unit Expense inventory and evaluate, the personal property taken over by Unit Operator under Section 10.1.2. Such inventory shall include and be limited to those items of equipment considered controllable under Exhibit "F" except, upon determination of Working Interest Owners, items considered non-controllable may be included in the inventory in order to be included in the inventory for record purposes, but shall be excluded from evaluation 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, as determined in accordance with Section 10.2 above, of its interest in all personal property taken over by Unit Operator under Section 10.1.2 and charged with an amount equal to that obtained by multiplying the total value of all such personal property taken over the Unit Operator under Section 10.1.2 by such Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be paid and in all other respects be treated as any other item of Unit Expense chargeable against such Working Interest Owners. If 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.

- 10.4 <u>General Facilities</u>. The acquisition of warehouses, warehouse stocks, lease houses, camps, facility system, and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.
- 10.5 Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest, equal to its Unit Participation in all wells, equipment, personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this agreement.

UNIT EXPENSE

- 11.1 <u>Basis for Charge to Working Interest Owners</u>. Unit Operator initially shall pay all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expense. Each Working Interest Owner's share of such Unit Expense shall be the same as its Unit Participation for:
 - (a) items in the nature of capital assets including, without limitation, real property if acquired;
 - (b) acquiring, drilling, re-drilling, equipping and re-equipping water injection wells, re-plugging or converting oil wells to water injection wells, pumping and pipeline facilities for such wells, and changing any injection interval in any such well;
 - (c) re-entry and re-plugging of wells outside the unit area as necessary to permit water injection into appropriate wells within the unit area;
 - (d) gathering lines and facilities and common tank batteries utilized or acquired for Unit Operations, and
 - (e) water purchased from parties other than Working Interest Owners obtained for injection purposes and the costs of transportation and injection thereof into the Unit Area.

Unit Operator will furnish make-up water from its Dagger Draw disposal system at no cost for Unit Operations so long as such water is available. Unit Operator shall charge as Unit Expense 2 cents per barrel handling fee for the make-up water handling and 6 cents per barrel for produced water injection. Each Working Interest Owner's share of all other Unit Expense shall be the same as its Unit Participation in effect at that time. All charges, credits and accounting for Unit Expense shall be in accordance with Exhibit "F".

The First Phase Unit Operations shall be defined as all Unit Operations necessary to prepare the Unit for injection, initiate injection into the Unitized Formation and shall extend until the first day of the month immediately following six (6) months after the initiation of injection into the Unitized Formation. First Phase Unit Expense shall include all Unit

Expense necessary to accomplish the First Phase Unit Operations inclusive of Unit Expense accrued through six (6) months after initiation of injection.

- 11.2 <u>Budgets</u>. Upon execution of this agreement and the Unit Agreement, and simultaneously therewith, Working Interest Owners agree to the estimated Budget for the First Phase Unit Expense. Each Working Interest Owner shall agree and be obligated to pay their respective share of First Phase Unit Expense through completion of the First Phase Unit Operations. Subsequent to the First Phase Operations Unit Operator shall prepare a budget of estimated Unit Expense for the remainder of the calendar year and on or before the first day of each October thereafter shall prepare such a budget for the ensuing calendar year. Budgets shall be estimates only, and shall be adjusted or corrected by Working Interest Owners and Unit Operator whenever an adjustment or correction is proper. A copy of each budget and adjusted budget shall be furnished promptly to each Working Interest Owner.
- 11.3 Advance Billings. Unit Operator shall have the right, without prejudice to other rights or remedies, to require Working Interest Owners to advance their respective share of estimated Unit Expense by submitting to Working Interest Owners, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, with a request for payment in advance. Within fifteen (15) days after receipt of the estimate, each Working Interest Owner shall pay to Unit Operator its share of such estimate. 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.
- 11.4 Commingling of Funds. Funds received by Unit Operator under this agreement need not be segregated or maintained by it as a separate fund, but may be commingled with its own funds.
- 11.5 Lien and Security Interest of Unit Operator and the Working Interest Owners. Each Working Interest Owner grants to Unit Operator a lien upon its Oil and Gas Rights in each Tract and a security interest in its share of Unitized Substances when extracted and its interest in all Unit Equipment to secure payment of its share of Unit Expense, together with interest thereon at the rate of twelve percent (12%) per annum, with the further provision that Unit Operator grants a like lien to Working Interest Owners. To the extent that Unit Operator has a security interest under the Uniform Commercial Code of the State of New Mexico, Unit Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of a judgment by Unit Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Working Interest Owners in the payment of its share of Unit Expense, Unit Operator shall have the right, without prejudice, to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of Unitized Substances until the amount owed by such Working Interest Owners, plus interest, has been paid. Each purchaser shall be entitled to rely upon Unit Operator's written statement concerning the amount of any default. The rights herein granted the Unit Operator shall in like manner apply to the other Working Interest Owners.

In addition to the liens and security interest as provided herein, each Non-Operator to this Agreement, to secure payment of its share of expenses incurred under this Operating Agreement, grants Operator a lien on all of its right, title and interest now owned or hereafter acquired in the contract Area including, but not limited to, the oil and gas leases, mineral estates and other mineral interests subject to this Operating Agreement and any properties now or hereafter pooled or unitized with any of the properties affected by such mineral interests; and all unsevered and unextracted oil, gas and other hydrocarbons that may be produced, obtained or secured from the lands covered and affected by such mineral interests.

In addition to the rights and remedies afforded to Operator pursuant to the terms hereof, or at law or in equity, it is understood and agreed that each defaulting party grants to the Operator a contractual right of offset in and to all money, production, proceeds from the sale of production and property of every kind or character of such defaulting party, now or at any time hereunder coming within Operator's custody or control, wheresoever located whether or not subject to the terms of the Agreement or any other agreement between Operator and defaulting party. Operator, may, at its election, at any time and from time to time, reduce (or eliminate, as the case may be) any debt owing to it by any defaulting party by applying such defaulting party's money, proceeds or property in the custody or control of Operator to the balance owed on such debt and giving such defaulting party appropriate credit therefore. Any such amount so applied shall first be applied to any past due interest, if any, then to any costs, including attorney's fees, incurred by Operator in the collection of the proceeds or property, and then to the underlying debt. It is agreed and understood that Operator's contractual right of offset shall extend to and include all proceeds of production attributable to the defaulting party from any wells in which the defaulting party owns an interest.

In addition to all rights and remedies afforded Operator under this agreement, in the event any debt owing by the defaulting party to Operator shall exceed any money, proceeds of sale of production, or property of such defaulting party as provided in the contractual right of offset as provided above, the Operator may elect to proceed and foreclose the lien of Operator against the interest of any defaulting party in the contract area.

11.6 Unpaid Unit Expense. If any Working Interest Owner fails to pay its share of Unit Expense, whether subject to Advance Billing or usual monthly billing, Unit Operator shall give such Working Interest Owner a second notice requesting payment. If within fifteen (15) days after receipt of the second notice the Working Interest Owner has not paid to Unit Operator its unpaid Unit Expense, such Working Interest Owner shall be deemed in default and shall be deemed to have relinquished to the Unit Operator, and any other Working Interest Owner agreeing to pay its proportionate part of the defaulting owner's Unit Expense, all of its Oil and Gas Rights and Working Interest in and to the Unit. Thereafter such defaulting owner shall be relieved from all further obligations and liabilities hereunder and under the Unit Agreement, and the rights of the defaulting Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest relinquished. Upon the effective date of relinquishment, the Unit Participations of the Working Interest Owners paying the default shall be revised to reflect the increase in their shares resulting from the default interest. Should there be a legitimate dispute of

a Unit Expense and a Working Interest Owner continues to pay undisputed Unit Expenses no default or relinquishment will occur until a determination has been made under the audit procedures herein and further provided in Exhibit "F". Notwithstanding anything herein to the contrary, all Working Interest Owners shall remain responsible, subject to the Lien and Security provisions of Section 11.5, for payment of their proportionate share of the costs of plugging and abandoning the Unit wells.

- 11.7 Carved-Out Interest. If any Working Interest Owners shall, after executing this agreement, create an overriding royalty, production payment, net proceeds interest, carried interest, or any other interest out of its Working Interest, such carved-out interest shall be subject to the terms and provisions of this agreement, specifically including, but without limitation, Section 11.5 hereof entitled "Lien of Unit Operator." If the Working Interest Owner creating such carved-out interest (a) fails to pay any Unit Expense chargeable to such Working Interest Owner under this agreement, and the production of Unitized Substances accruing to the credit of such Working Interest Owner is insufficient for that purpose, or (b) withdraws from this agreement under the terms and provisions of Article 17 hereof, the carved-out interest shall be chargeable with a pro rata portion of all Unit Expense incurred hereunder, the same as though such carved-out interest were a Working Interest, and Unit Operator shall have the right to enforce against such carved-out interest the lien and all other rights granted in Sections 11.5 and 11.6 for the purpose of collecting the Unit Expense chargeable to the carved-out interest.
- 11.8 Salvage Credit. Credit for Unit Equipment salvaged shall be divided in the same proportion as the Unit participation.
- 11.9 <u>Rentals</u>. The Working Interest Owners in each Tract shall pay all rentals, minimum royalty, advance rentals or delay rentals due under the lease thereon and shall concurrently submit to the Unit Operator evidence of payment.

ARTICLE 12

NON-UNITIZED FORMATIONS

12.1 Right to Operate. The Working Interest Owners recognize that there are Existing Operating Agreements covering the Unitized Formation, as to each Spacing Unit as designated by the New Mexico Oil Conservation Division, as well as other formations. This Unit Operating Agreement supercedes the Existing Operating Agreements only as to the Unitized Formation, and such Existing Operating Agreement continues in full force and effect as to any other lands and formations covered thereby. 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 above or 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 care to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory

to Working Interest Owners so that the production of Unitized Substances will not be affected adversely.

ARTICLE 13

TITLES

- Warranty and Indemnity. Each Working Interest Owner represents and warrants that it is the owner of the respective working interests set forth opposite its name in Exhibit "B" of the Unit Agreement, and agrees to indemnify and hold harmless the other Working Interest Owners from any loss due to failure, in whole or in part, or its title to any such interest, except failure of title arising out of Unit Operations; however, such indemnity and any liability for breach of warranty shall be limited to an amount equal to the net value that has been received from the sale or receipt of Unitized Substances attributed to the interest as to which title failed. Each failure of title will be deemed to be effective, insofar as this Agreement is concerned, as of 7:00 a.m. on the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of Unit Expense, or retroactive allocation of Unitized Substances or the proceeds therefrom, as a result of title failure.
- 13.2 Failure Because of Unit Operations. The failure of title of any Working Interest in any Tract because of Unit Operations, including non-production from such Tract, shall not change the Unit Participation of the Working Interest Owner whose title failed in relation to the Unit Participations of the other Working Interest Owners at the time of the title failure.

ARTICLE 14

LIABILITY, CLAIMS, AND SUITS

- 14.1 <u>Individual Liability</u>. The duties, obligations, and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein shall ever be construed as creating a partnership of any kind, joint venture, association, or trust among Working Interest Owners.
- 14.2 <u>Settlements</u>. Unit Operator may settle any single damage claim or suit involving Unit Operations if the expenditure does not exceed Thirty Thousand Dollars (\$30,000.00) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, Working Interest Owners shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Unit Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of Unit Expense. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by this Agreement and the Unit Agreement, the Working Interest Owner shall immediately notify Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

LAWS AND REGULATIONS

- 15.1 Internal Revenue Provision. Notwithstanding any provisions herein that the rights and liabilities of the parties hereunder are several and not joint or collective, or that this Agreement and operations hereunder shall not constitute a partnership, if for Federal income tax purposes this Agreement and the operations hereunder are regarded as a partnership then each of the parties hereto elects to be excluded from the application of all of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Unit Operator is hereby authorized and directed to execute on behalf of each of the parties hereto such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations. Should there be any requirement that each party hereto further evidence this election, each party hereto agrees to execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. Each party hereto further agrees not to give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the State of New Mexico, or any future income tax of the United States, contain provisions similar to those in Subchapter K, Chapter I, Subtitle A, of the Internal Revenue Code of 1986, under which an election similar to that provided by Section 761 of the Code is permitted, each of the parties agrees to make such election as may be permitted, or required by such laws. In making this election, each of the parties' states that the income derived by such party from the operations under this Agreement can be adequately determined without the computation of partnership taxable income.
- 15.2 Statutory Unitization. If working Interest Owners owning at least, seventy-five percent (75%) of the Unit Participation have become parties to this Agreement and if Royalty Interest Owners owning at least seventy-five percent (75%) of the Royalty Interest have become parties hereto, the Unit Operator may make application to the New Mexico Oil Conservation Division of the Energy and Minerals Department for statutory unitization of the uncommitted interests.

ARTICLE 16

NOTICES

16.1 <u>Notices</u>. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail, telegram, fax, email, or telephone to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4. Any notice given by telephone shall be promptly followed by written confirmation.

WITHDRAWAL OF WORKING INTEREST OWNER

17.1 Withdrawal. At the completion of the First Phase Unit Operations Unit Operator shall give notice to each Working Interest Owner. A Working Interest Owner shall then have 30 days from receipt of notice to make a onetime election to withdraw from this Agreement and the Unit by transferring, without warranty of title, either express or implied, to the other Working Interest Owners, effective the first day following completion of the First Phase Unit Operations, 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. The instrument of transfer may be delivered to Unit Operator for the transferees. Such transfer shall not relieve the Working Interest Owner from any obligation or liability incurred prior to the first day of the month following receipt by Unit Operator of the instrument of transfer. The interest transferred shall be owned by the transferees in proportion to their respective Unit Participations then in effect or in other proportions as may be agreed by the transferees. The transferees, in proportion to the respective interests so acquired, shall pay transferor according to the Schedule of Values for Withdrawal from the Unit, Exhibit "E." (The Schedule of Values for Withdrawal from the Unit, Exhibit "E", are calculated taking into consideration the net salvage value of Unit Equipment, the cost of salvaging and of plugging and abandoning wells then being used or held for Unit Operations.) In the event such withdrawing owner's interest in the aforesaid value is negative, 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 value incurred as of the first day of the month following the date of receipt of the transfer. Provided all Unit Expense, including 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 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. Upon the effective date of transfer, the Unit Participations of the transferees shall be revised to reflect the increase in their shares resulting from the transferred interest. Working Interest Owners electing not to withdraw during the 30 day election period provided shall thereafter participate in Unit Operations and be required to pay their proportionate share of Unit Expense until termination of the Unit, including all costs of plugging and abandoning Unit Wells.

ARTICLE 18

ABANDONMENT OF WELLS

18.1 Rights of Former Owners. If Working Interest Owners decide to permanently abandon any well within the Unit Area prior to termination of the

Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the Spacing Unit on which the well is located, and they shall have the option for a period of ninety (90) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Should the Working Interest Owners within the Spacing Unit elect not to take over the well the Unit Operator shall give written notice to the other Working Interest Owners in the Unit, and they shall have the option for a period of ninety (90) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Within ten, (10) days after the Working Interest Owners have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount determined to be the net salvage value of the casing and equipment in and on the well. The Working Interest Owners, by taking over the well, agree to seal off the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations.

18.2 <u>Plugging</u>. If no Working Interest Owners elect to take over a well located within the Unit Area that is proposed for abandonment, Unit Operator shall plug and abandon the well in compliance with applicable laws and regulations.

ARTICLE 19

EFFECTIVE DATE AND TERM

- 19.1 Effective Date. This Agreement shall become effective when the Unit Agreement becomes effective.
- 19.2 Term. This Agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all Unit wells have been plugged and abandoned or turned over to Working Interest Owners in accordance with Article 20; (b) all Unit Equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and (c) there has been a final accounting.

ARTICLE 20

ABANDONMENT OF OPERATIONS

- 20.1 <u>Termination</u>. Upon termination of the Unit Agreement, the following will occur:
 - 20.1.1 Oil and Gas Rights. Oil and Gas Rights in and to each separate Tract shall no longer be affected by this Agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts and other instruments, including Existing Operating Agreements, affecting the separate Tracts and Spacing Units.
 - 20.1.2. Right to Operate. Working Interest Owners of any Spacing Unit that desire to take over and continue to operate wells

located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage values, as determined by Working Interest Owners, of the casing and equipment in and on the wells taken over and by agreeing upon abandonment to plug each well in compliance with applicable laws and regulations.

- 20.1.3 <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 reasonable be salvaged, and shall cause the wells to be plugged and abandoned in compliance with applicable laws and regulations.
- 20.1.4 <u>Cost of Abandonment</u>. The cost of abandonment of Unit Operations shall be Unit Expense.
- 20.1.5 <u>Distribution of Assets</u>. Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their Unit Participations.

ARTICLE 21

LAWS, REGULATIONS AND CERTIFICATE OF COMPLIANCE

- 21.1 Laws and Regulations This Agreement and operations hereunder are subject to all valid rules, regulations and orders of all regulatory bodies having jurisdiction and to all other applicable federal, state and local laws, ordinances, rules, regulations and orders; and any provision of this agreement found to be contrary to or inconsistent with any such law, ordinance, rule, regulation or order shall be deemed modified accordingly. 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 New Mexico.
- 21.2 <u>Certificate of Compliance</u>. In the performance of work under this agreement, the parties agree to comply with, and Unit Operator shall require each independent contractor to comply with, the Federal contract provisions of Exhibit "H."

ARTICLE 22

EXECUTION

22.1 Original, Counterpart, or other Instruments. An owner of a Working Interest may become a party to this Agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto. The signing of any such instrument shall have the same effect as if all parties had signed the same instrument.

SUCCESSORS AND ASSIGNS

23.1 <u>Successors and Assigns</u>. This Agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representative, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

Should any interest committed hereto be or become owned by three (3) or more parties, then all of such parties shall be obligated to appoint a single agent to represent such interest for the purpose of accepting billings and receiving payments, if any, arising hereunder, or under the Unit Agreement, and for vote upon any matter which is the subject of determination of by the Working Interest Owners.

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

YATES PETROLEUM CORPORATION
Unit Operator and Working Interest Owner

By Attorney-in-Fact

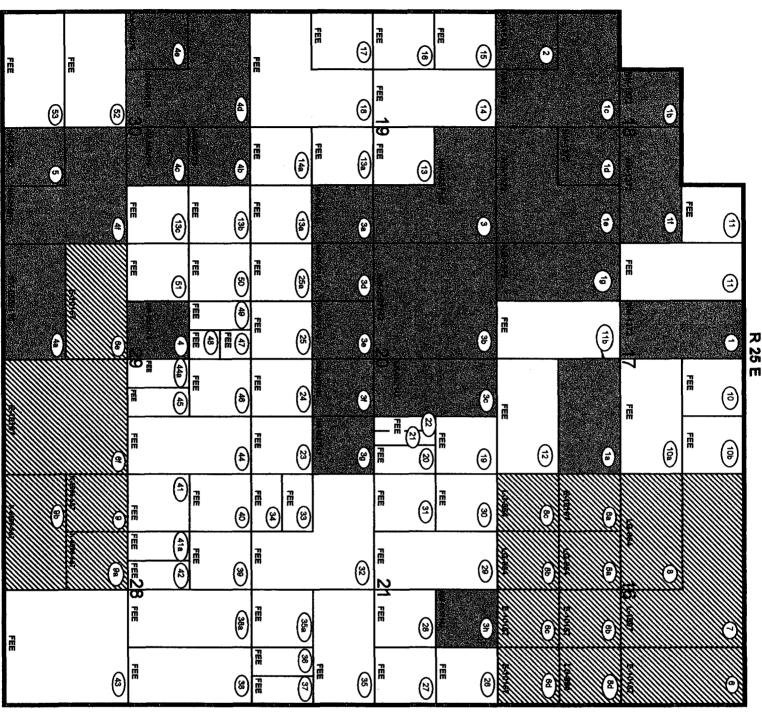
STATE OF NEW MEXICO)
) ss .
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 24th day of October, 2003, by Randy G. Patterson, Attorney-in Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:

3-1-06 Milan S. Willow Notary Public





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EDDY COUNTY, NEW MEXICO

Federal Land

State Land

Fee Land

All Leases are Held by Production

Scale: 2.5 inches = 1 mile

 Lease
 Acres
 Percent

 Federal
 1805.17
 32.16%

 State
 1040.00
 18.53%

 Fee
 2767.78
 49.31%

 Total
 5612.95
 100.00%

Susan Vierra 4/9/04

YATES PETROLEUM CORPORATION

EXHIBIT "A"

NORTH DAGGER DRAW

UPPER PENN UNIT

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32.16%	1805.17	Federal
Percent	Acres	Lease

EXHIBIT "B"

SCHEDULE OF OWNERSHIP

SCHEDULE SHOWING ALL LANDS AND LEASES WITHIN THE NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

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OCCULABLA RIVER RESOURCES, INC.	LANGULE CORPORATION MENEDURNE; CURTIS W. NIEARBURG EXPLORATION COMPANY REYNOLDS, FRED N. RUTHEN, NO. FURTINGE PETROLEUM INC. FYATES PETROLEUM CORPORATION FYATES PETROLEUM CORPORATION	LANGDALE CORPORATION MEMBOURNEL CURTIS W. NEARBURG EXPLORATION COMPANY RITHEL, NR. TOM BROWN, INC. VINITIAGE PETROLEJM, DNC. YATES PETROLEJM CORPORATION YATES PETROLEJM CORPORATION	LANGUALE CORPORATION MEMBOURNE, CURTIS W. MEMBOURNE, CURTIS W. RUTHEA, NC. YAITES PETROLEJAN CORPORATION	BRELLO, ERME BROWN BROTHERS HARRIMAN TRUST BLAN, FRANCES B. ELSIE G. HOLDEN, TESTAMENTARY HOLDER, SAMPORD J., III KELLER, BETSY H. NEJABURG EVPLORATION COMPANY OLNER, WILLIAM B. TRUST UMIT PETROLEJM COMPANY VAN YANNEN, HREDERICK, JR. YATES PETROLEJM CORPORATION	M BELLO, ERWIE M BROWN BROTHERS HARRIMAN TRUST M BUAN, FRANCES B. FOLIVER, WILLIAM B. TRUST VAIT PETROLEJM COMPANY VAN VRANCES, FREDERICK, JR. YATES PETROLEJM CORPORATION	BRUM BROTHERS HARRIMAN TRUST BROWN BROTHERS HARRIMAN TRUST BLAN, FRANCES B. BLAN, FRANCES B. BLAN, FRANCES B. NEARBURG ECPLORATION COMPANY OLNER WILLIAM B. TRUST OLNER WILLIAM S. TRUST SPACE BUILDING CORPORATION UNIT DETROLES M. COMPANY YATES PETROLESM CORPORATION	GODDAOW, DAVID HODGE, JOSEPH R. HODGE, SANFORD J., III KAWASAO, DR. ISAAC A. KELLER, BETSY H. MOORE, CHARLES CLINE OLIVER, WILLIAM B. TRUST SCHAMAN, ADOLH P. SPACE BUILDING CORPORATION LATI PETROLEM COMPANY VAN WANNER, PREDERICK, R. YATES PETROLEM CORPORATION	333
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TRUST O LUMIO PEGGY A VAITES VAITES PETROLEIM CORPORATION VAITES PETROLEIM	AND PERCENTAGE
100.000000 ANAPEO	
4. 168689 CHILDRESS, JAMES W. 75.000000 CHILDRESS, JAMES W. 4. 168687 CLERRY, ALFRED FOY, N. 4. 168687 CLERRY, ALFRED ROW, BRILLIAM BRAWN 100.000000 JAMES HT, WILLIAM BRAWN 100.000000 JAMES H, BANKES H, BETTIVE, 100.000000 JAMES H, BANKES H, BETT	NO TENCENTAGE
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DESIRED WATES, JOHN A. Q 1997 B 18590 B 1860 D 186	WD FENCENIAGE
2.083340 2.083340 2.083340 0.760000 OPERATING 2.08333 MARREMENT 0.760000 SECTION 17: NEM 0.760000 MOS-PAW 9-30-1892 70.260000 1.750000 1.750000 1.7500000 1.7500000 2.083333 2.083333 2.083333 3.2000000 2.083333 3.200000000000000000000000000000000	

# ACRES OF LANDS	EXPRIATION DATE	AND PERCENTAGE	AND PERCENTAGE	AND PERCENTAGE	AND PERCENTAGE	
			SARTORI, JENA HINKLE SAUNDERS, ALLISON CLAIRE C. SCHAPER, THELM M. SCOTT, KERNA CARTER SWOPE, JAMES R. TURNER, GAYLE BLIZABETH L. TURNER, GAYLE BLIZABETH L. TURNER, BROTHERS YATES BROTHERS	0.056820 0.067660 0.214840 0.104170 0.107420 0.10500 0.075240 0.781250		
106 40.00 TOWNISHIP 19 SOUTH, RANGE 25 EAST, MIPM SECTION 17: NEWHEA	10.000000 ROY E. GLASS, ETUX NM-403-5B FEE - HBP	YATES PETROLEIM ODRPORATION YATES DRILLING COMPANY SHABBRO OIL LIMITED COMPANY ESTATE OF LILLIE M. YATES YATES, JOHN A. TRUST Q LIMNO PEGGY A. YATES	75.00000 BECK, RAY HALL 8.333333 SAWEN, BETTIANNE H., LIVING 4.108087 CANTER, MICHAEL T. 4.108087 CANTER, STERLING MARC 4.108087 CANTER, STERLING MARC 4.108087 CHILDRESS, JAMES W.	O 18510 CHANDERS COLLEGAM AND REVIAL O 104170 CHIEFY FLORIDUS IL SELIAM O 250000 FEEDMAN AND AND AND AND AND AND AND AND AND A	19 3/4/27 ESTATE OF LILLEM, YATES GENERAL SHARRED OIL LIMITED COMPANY CRESSES TO CHARLES TO CHARLES A CHARLES TO LIMINO PEGGY A YATES DELIVING COMPANY CLESTED YATES PETROLEM CORPORATION	2.083930 (OPERATING 2.08390 (AGREEMENT 12.500000 (SECTION 17: NE/4 2.085330 (403-5-W 8-30-1992 4.168870 (403-5-AA 7-1-1882 75.000000
	10.000000 CORDELIAM KINCAID, ETAL NM-403-SC FEE - HBP	YATES PETROLEJA CORPORATION YATES DRILLING COMPANY SHARBRO OIL LIMITED COMPANY ESTATE OF LILLIE M. YATES YATES, JOHN A. YATES JOHN A.	75.000000 (CHILDRESS, SHIRLEY 8.333333 (CHANFORD, JO ALICE 4.166667 (CHRYY, ALFRED FOY, IV 4.166667 (PLESPER, LYAN E. 4.166667 (PLESPER, LYAN E.	ASSUME SERVICES (ACCORDING TO THE SERVICES OF SERVICES OF SERVICES OF SERVICES OF SERVICES AND SERVICES OF SERVICE	OLIGISES VATES, JOHN A CLIGATI CLIGATION CLIGA	2.083340
	1.250000 CA LAND & CATTLE CO. / CONOCO NAM-403-5N FEE - HBP	YATES PETROLEUM CORPORATION	100.00000 HINKLE LIVING TRUST HINKLE, CHARLES E. HINKLE, JAMES LISLE	0.436480 0.073240 0.148480		
	1,250000 II, J. MARSHALL, ETUX / CONOCO NA-403-50 FEE - HBP	YATES PETROLEUM CORPORATION	100.000000 HANKLE, KRISTEN HOWELL, JAMES H. & BETTY R. HOWELL, SHIRLEY M.	0.196310 0.196310		
	2.500005 FLOYD CHILDRESS, ETUX / CONOCO NM-403-5P FEE - HBP	YATES PETROLEUM CORPORATION	100.000000 KINCAID, HJGH M. LANDSHEFT, RICHARD H., JR. LANDSHEFT, WILLIAM BRIAN	0.214840 0.130210 0.130210		
	2.500000 CLARENCE E. HINKLE, ETUX / CONOCO NAM-403-5Q FEE: HBP	YATES PETROLELM CORPORATION	100.000001 LANGEORD, JEFFERSON MILNER LANGEORD, LOU ANN LANGEORD, ROBERT GLASS	0.188300 0.188300		
	2.500006 R. R. HINKLE ESTATE / CONOCO	YATES PETROLEUM CORPORATION	100,000000 MAYFOOD, EDDIE M, & VALERIE MARSHALL & WINSTON, INC. MARSHALL CLARRES Y TRUST	0.097680 0.097680 0.097690		
	3.750000 DONIPHILLIPS & ASSOCIATES / CONOCCO NAM-403-5S FEE - HBP	YATES PETROLEUM CORPORATION	100.000000 MCCAW, WILLIAM JACK MCDOWALD, JACK SCOTT MCDOWALD, JAMES C., JR	0.073240 0.260420 0.520440		
	1.250000 QUETICO SUPERIOR FOUNDATION / CONOC INAL-403-5T FEFE - HRP	YATES PETROLEUM CORPORATION	100.000000 IMCQUIDDY COMM. & ENERGY, INC. MEDFORD, CYDNEY MCDONALD PATTERSON, RANDY G.	0.250410 0.250410		
	5.000000 MARSHALL & WINSTON, INC. / CONOCO	SOUTHWEST ROYALTIES, INC.	100.000000 PHILLIPS, DON & ASSOCIATES QUETICO SUPERIOR FOUNDATION	1.4080 0.55840		
			RABURN, MARGARET SWOPE RAND, HELBU CHASE TRUST	0.107420 0.058890		
			ROCHE, GAYLE GLASS SARTORI, JENNA HINKLE	0.08620 0.08630		
				0.097860 0.214940 0.104170		
			SWOPE, JAMES R. TURNER, GAYLE ELZABETH L. VAN WINKLE, JOANE D.	0.168.300 0.073240		
11 80.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAIPM SECTION 17: WIZNAMA	20.00000 ROY E. GLASS, ETUX NM-403-6-B FFF - HRP	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY SHARRED OIL LIMITED COMPANY	75,000000 BECK, RAY HALL 8.333333 BOWEN, BETTIANNE H., LIVING 4.188887 CARTER, MICHAEL T.	O 100/100 CARRETS TATABLES OF STATE O 100/100 C	(1915) DE ESTATE OF LILLIE M. YATES (1916) DE STARBRO OIL LIMITED COMPANY (1917) DE TRUST Q UNMO PEGGY A. YATES	1.041700 OPERATING 1.041700 AGREEMENT 1.041600 CONOCO, INC.
		ESTATE OF LILLIE M. YATES YATES, JOHN A TRUST Q UMWO PEGGY A. YATES	4.18887 CARTER, STERLING MARC 4.188887 CALMAPE PROPERTIES PARTNERSHIP 4.186886 CHILDRESS, JAMES W.	0.104100 DANISCAN NEUVOTRAUBERES 0.214840 ESBRAN, ANNES H 0.360620 ERESUNAL RUCE NAVIRADOS	ALLER VATES DRILLING COMPANY AND VATES PETROLEIM CORPORATION AND VATES, JOHN A.	2.083300 JENNY COM 1, 2 93.760000 SECTION 17: NW/4 1.041700 403-5-Y 4-1-1983
	20.00000 (CORDELLA M. KINCAID, ETAL NM-403-6C FEE - HBP	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY SHARBRO OIL LIMITED COMPANY	75.000000 CHILDRESS, SHIRLEY 8.333333 (CRANFORD, IO ALICE 4.188887 (CURRY, ALFRED FOY, IV	0.50040 FASTONIAL DEL STIT CHARRENS 0.50040 FASTONIAL DEL STIT CHARRENS 0.57780 CAUNA RESCANCES NO		OPERATING AGREEMENT
		YATES, JOHN A TRUST Q UNWO PEGGY A. YATES	₹E	0.056800 REBERTS MIKEH.		BARBARA FEDE SECTION 17: SV
	2.500000 (CA LAND & CATTLE CO. / CONOCO NAM-403-5N FFE - HBP	YATES PETROLEUM CORPORATION	100.000000 HINKLE LIVING TRUST HINKLE, LAMES LISLE HINKLE, LAMES LISLE	0.439440 0.073240 0.14940	<u></u>	403-6-X
	2:50000 : J. MARSHALL, ETUX / CONDCO	YATES PETROLEUM CORPORATION	HOWELL, JAMES H. & BETTY R.			
	5.000000 FLOYD CHILDRESS, ETUX / CONOCO	YATES PETROLEUM CORPORATION	100.000000 KINCAID, HJGH M. LANDSHEFT, RICHARD H., JR. ANDSHEFT WILL IAM RRIAN	0.214840 0.130200 0.130200		
•	5.00000 CLARENCE E. HINKLE, ETUX / CONDOC INN-403-60 EEEE JURD	YATES PETROLEUM CORPORATION	100.000000 LANGFORD, JEFFERSON MILNER (LANGFORD, LOU ANN LANGFORD, BOREST GLASS	0.196330 0.196330 0.196330		
	5.000000 R. R. HINKLE ESTATE / CONOCO	YATES PETROLEUM CORPORATION	100.00000 MARSHALL & WINSTON, INC.	0.097800 3.125000		

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 	80.00 TOWNISHIP 19 SOUTH, RANGE 25 EAST, NIMPM SECTION 17: E/2SW/4,	40.00 TOWNISHIP 19 SOUTH, PLANGE 25 EAST, NAIPM SECTION 18: NE/4NE/4	ACRES OF LANDS
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20.000000 CORDELLA M. KINCAID, ETAL MM-403-5C FEE - HBP 2.5000001 CA LAND & CATTLE CO. / COMOCO	ROY E. GLASS, ETUX NM-403-5-B FEE - HBP		EXPRIATION DATE DON PHILLIPS & ASSOCIATES / CONOCO
1 1	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY SHARBRO OIL LIMITED COMPANY ESTATE OF LILLIE M. YATES YATES, JOHN A		VATES PETROLEUM CORPORATION
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A. 188898 CHILDRESS, JAMES W. 75.000000 CHILDRESS, SHRUEY 8.333333 CRANFORD, JO ALICE 4.188887 CURRY, ALFRED FOY, N 4.188887 EILLIS, SALLY A. 4.188887 EILLIS, SALLY A. 4.188888 JHARER, B. LW. 1000.000000 HINNALE ILVINIS TRUST	EECK, RAY WILL SOWEN, BETTANNE H., LIVING SOWEN, BETTANNE H., LIVING SARTER, MICHAEL T. SARTER, STERLING MARC SARTER PROPERTIES PARTNERSHIP SALTANADE PROPERTIES PARTNERSHIP	TOTO DOCODIO MACCONALD, JAMES CC., JR. TOTO DOCODIO MACCONALD, JAMES CC., JR. TOTO DOCODIO MACCONALD JAMES CC., JR. TOTO LE. MAY O. TOTO DOCODIO MACCONALD JAMES CC. SCHAPER, JRAVA HINALE SANDERS, ALLISON CLARE C. SCHAPER, JRAVA HINALE SANDERS, ALLISON CLARE C. SCHAPER, TRELIAM A. SCOTT, KERMA CARTER SWOPE, JAMES R. TARRIER, STERLIAM AMACCA. 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, LAURES L. 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, LAURES L. 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, SHRLEY 1.168667 CLAURES, LAURES L. 1.168667 CLAURES, SHRLEY 1.168	AND PERCENTAGE MCCAW, WILLIAM JACK
C.30020 RECEIVAN, L.C.E. SAN INC. S. C.	AMBERS LOUIZ DEE MALESTATE OLINERS ROLLET & JR. OLINERS ROLLET & ESSAY OLINERS ROLLET & BESTATE	0.25040 0.25040 0.25040 0.25040 0.077240 0.104180	0.073240
1,000 (701 ES, JOHN A 1,001 (19) 0,000 (19) 0,000 (19) 0,000 (19) 0,000 (19)	AGRIGO DESTATE OF LILLIE M. YAITES AND SHARBOO OIL LIMITED COMPANY AND THE	STATE OF LILLE M. YATES THE STATE OF LILLE M. YATES SAVERSO DIL LIMITED COMPANY SETS DITLLES OF LIMOP PEGGY A YATES STATES DITLLES COMPANY SATES DITLLES COMPANY SATES OF THE CLEMA CORPORATION NOTES OF THE CLEMA CORP	AND PERCENTAGE
SARI-L+ Y-C-STA DIVISION	1.041700 OPERATING 1.041701 AGREEMENT 1.041800 CCNOCO, INC. 2.083300 BARBARA FEDERAL 10 83.750000 SECTION 17: SW/4	0.520835 OPERATING 0.520835 AGREEMENT 0.520835 AGREEMENT 0.520830 OCONOCO, INC. 1.044670 SECTION 18: NE/4 86.157850 0.520830	

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TOWAKSHIP 19 SOUTH, RAVAGE 25 EAST, NARW, RECTION 17: S/2SE/4	ACRES OF LANDS
	ACRES
NAM-403-BN FEE: -HBP 5.000000 PLOYING CHILDRESS; ETIXY/CONGCO NAM-403-60 PLE: -HBP 5.000000 PLANKILLE ESTATE/CONGCO NAM-403-61 PLE: -HBP 7.500000 PLANKILLE ESTATE/CONGCO NAM-403-62 PLE: -HBP 7.500000 PLANKILLE ESTATE/CONGCO NAM-403-62 PLE: -HBP 7.500000 PLANKILLE ESTATE/CONGCO NAM-403-63 PLE: -HBP 7.500000 PLANKILLE ESTATE/CONGCO NAM-403-61 PLE: -HBP 7.500000 PLANKILLE ESTATE/CONGCO PLANKILLE	EXPRIATION DATE
VATES PETROLEM CORPORATION	AND PERCENTAGE
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HINGLE, CHANLES E. HINGLE, MARSE USLE HONGLL, SHIRES H. & BETTY R. HOWELL, SHIRES H. & BETTY R. HOWELL SHIRLE H. & HOWELL SHIRES H. & BETTY R. HOWELL SHIRLE H. WILLIAM SHIRL HOWELL SHIRLE H. &	AND PERCENTAGE
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SATINE OF ILLIE M. YATES 1. 1-176 SYARSEO OIL LIMITED COMPANY OUTST OLIMINO PEGGY A. YATES (1-127) YATES PETHOLEM CORPORATION (1-127) YATES PETHOLEM CORPORATION (1-127) YATES, JOHNIA. (1-127) JOHNIA. (1-127) JOHNIA. (1-127) JOHNIA. (1-127) JOHNIA. (1-127) JOHNIA.	AND PERCENTAGE
1,041700 OPERATING 1,041700 AGREEMENT 1,041900 COMOCO, INC. 2,083300 SECTION 17: SEM 83,750000 403-6-AB 41-1893 1,041700	THE EXTENSE

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41.21 TOWNISHIP 18 SOUTH, RANGE 26 EAST, NAIPM SECTION 19: LOT 1 (NAVIGNM/4)	40.00 TROWNISHIP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 18: SW/4SE/4	80.00 TOWNISHIP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 18: E/2NN/4,	40.00 TOWNISHIP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 30: SEANE/A	40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAFM SECTION 30: NEWHELA	A = -	
41.210000 S. P 403 FEE	10 000000 [LML 17 000000 [LML 17 000000 [LML] 17 000000 [LML] 17 000000 [LML] 18 000000 [LML] 18 000000 [LML] 19 000000 [LML] 19 000000 [LML] 19 000000 [LML]	50,000,000 UNI 3,333,333 UNI 10,030,333 UNI 10,030,333 UNI 3,333,334 UNI 50,000,000 UNI 20,000,000 UNI 20,000,000 UNI 20,000,000 UNI 20,000,000 UNI	10.000000 JOH NAM- FEE 10.000000 FRA 70.000000 FEE 20.000000 FEE FEE			10.000000 JGH 10.000000 FFEE 10.000000 FFEE 20.000000 FFE 20.000000 FFEE NAA- FFEE
S. P. JOHNSON, III / HANK 403-22 FEE - HBP	10,000000 (INLEASED MINERALS 1,66667) INLEASED MINERALS 1,666667 INLEASED MINERALS 1,666666 INLEASED MINERALS 1,000000 INLEASED MINERALS 10,000000 INLEASED MINERALS 10,000000 INLEASED MINERALS 10,000000 INNEASED MINERALS		PK, ETAL	UOHN MCGINNEY, ETUX NAM-403-448 FEE - HBP FEANGES FELL MCEERATH, ETAL FARACISS FELL MCEERATH, ETAL FEE - HBP	LOHN MCGINNEY, ETUX NM-403-448 PRANCES FELL MCELRATH, ETAL NM-403-448-L FEEHBP ED PRAISH, ETUX / ROGER HANKS NM-403-448-M FEEHBP	EXPRIATION DATE JOHN MCGRAREY, ETUX MM-403-448 FEE - HBP ED PARISH, ETUX / ROGER HANKS MM-403-448-M FEE - HBP MM-403-448-M FEE - HBP
VATES PETROLEUM CORPORATION CATHE COME MCCOWN ALVENSHINE CHILDREN'S KATHLEEN COME TRUST DOUGLAS L. COME CLIFFORD COME FAMILY TRUST	11111					NAD PERCENTAGE VATES PETROLEIM CORPORATION VATES PETROLEIM CORPORATION VATES DRILLING COMPANY AND DRILLING COMPANY AND DEIROLEM CORPORATION MYCO INDUSTRIES, INC.
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OD TOWNSHIP 18 SOUTH, RAYGE 25 EAST, NAMPAN SECTION 20: NE/4NE/4	1 7	27 TOWNSHIP 19 SOUTH, RAVAGE ZE EAST, NAIPM SECTION 18: LOT 3 (NAVI4SNI/4)	!	ACRES OF LANDS
S.00000 PAIRCIA JOHNSON COOPER MA-403-1781 S.000005 S. P. JOHNSON III, ETAL TRUST MA-403-1781-A 10.000000 SCHIAL ENERGY INC. 10.0000000 SCHIAL ENERGY INC. 10.000000 SCHIAL ENERGY INC. 10.00000000 SCHIAL ENERGY INC. 10.0000000000000000000000000000000000		33.016000 M. H. SHAW, ETAL / CONOCO FEE - HBB 8.254000 JAMES LINUS OWNISEY, ETAL / CONOCO IMA-403-1882-A FEE - HBP		ACRES SERIAL NAMBER AND EXPRINTION DATE
VALUES PETROLEUM CORPORATION VALUE PETROLEUM CORPORATION SACISAMISITO PARTNERS LIMITED MARVEY E VATES POLLYNOON, LIMITED OLLYNOON, LIMITED				
HOLDOWN CONTROL OF LILLIE M. TALES HOLDORER, ROBERT G. JOHNSON, S. P. III & BARBARA J. TOD. 500000 PJC. LIMITED PARTMERSHIP SHARBRO OIL LIMITED COMPANY SPIRAL, INC. TOD. 500000 TOD. 5000000 TOD. 500000 TOD. 50000 TOD. 500000 TOD. 50000 TOD. 500000 TOD. 500000 TOD. 500000 TOD. 500000 TOD. 500000 TOD. 50000 TOD. 500000 TOD. 50000 TOD. 50000 TOD. 50000 TOD. 50000 TOD. 50000 TOD. 50000 TOD. 500000 TOD. 50000 TOD. 5	100.00000(BALWICK LIMITED PARTNERSHIP LODEWICK, JOHN W. 100.000000 LODEWICK, JOHN W. 100.000000 LODEWICK, LAWAN PATRICIA PATC LIMITED PARTNERSHIP SPIRAL, INC. 100.000000 ERVING ALL INC.	100,00000 ARCHER, WANCY L. BUTTS, ROBIN FAY'R CHISKM RAWCHES, LTD. CHISKM RAWCHES, LTD. CHICK, BARBARA, JEAN HALLER, SHRILEY MARLIBHE WAITS IDELL, JABAIFER ANN JONES, DARRELL W. JONES, DARREL RIVET OWNABEY, JAMAIE STEPHEN OWNABEY, JAMAIE STEPHEN OWNABEY, JAMAIE STEPHEN SHAW, AEDISE INTER VIVOS TRUST SHAW, THORALL, JR. THORNTON, JO. E. WAGNACH, MARCARET WILLMASON, LORNAL OWNBEY WILLMASON, LORNAL OWNBEY		HASIC ROYALTY AND PERCENTAGE 1.42224 1.42224 1.42224 1.42224 1.42224 1.42224 1.42224 1.42224 1.42224 1.42224 1.42224
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٦	AVENSIGHE CHILDRENS COME, KATHLEEN TRUST, DECD (ROC) COME, KEDNETH G. COME, TAM T. COME, TAM T.	DECTO (KGC) DECTO (KGC) CORP. CLEMICO. NY COMPTED THON ORATION		AND PERCENTIAGE AND PERCENTIAGE (SPIRAL, INC. (VAITES PETROLEJM CORPORATION VAITES PETROLEJM CORPORATION
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CT DESCRIPTION (ES OF LANDS			TOWNSHIP 18 SOUTH, RANGE 25 EAST, NAIPM SECTION 20: E/2W/2SE/4NE/4					SECTION 20: W/ZW/2SE/4NE/4					SECTION 20: SE/4SE/4		.	<u>** </u>														_		•	**************************************
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EXPRIATION DATE	IMA-03-1780 FEE - HBP IONELT JONES GLINORE? MARATHON MA-03-1780-A FEE - HBP MARTIN TVATES, III, ZSTATE MARGO-19 FEE - HBP FEE	S BARBARA CUAIL NALONE SCAROL SUE GURRETT DESSIE G. & BLY G. NIX DRALPH NIX, JR.	DELLAM JONES NM-403-1731 FEE - HBP	ļ				FEE-HBP				CARL E. ROSS / ROGER HANKS	FEE - HBP		_	766-767					NM-403-497-C		JOE E. ROSS / ROGER HANKS	FEE - HBP	ALTON ROSS / ROGER HANKS			BONNE POWELL / ROGER HANKS	FEE - HBP	TEMPET HICKAM / BOGEB HANKS	NM-403-497-1 FEE - HBP		MYRTLE HEARD / ROGER HANKS NM-403-497-J REE - LABD
AND PERCENTAGE	VATES PETROLEIM CORPORATION MYCO INDUSTRIES, INC. NEMBURG EXPLORATION COMPANY NEMBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY ABO PETROLEUM CORPORATION	MYCO INDUSTRIES, INC			YATES PETROLEUM CORPORATION					SHARBRO OIL LIMITED COMPANY	TRUST Q UWI/O PEGGY A. YATES ESTATE OF LILLIE M. YATES	YATES DRILLING COMPANY YATES, JOHN A.	SHARBRO OIL LIMITED COMPANY	ESTATE OF LILLIE M. YATES	YATES DKILLING COMPANY YATES, JOHN A	SHARBRO OIL LIMITED COMPANY	ESTATE OF LILLIE M. YATES VATES DRILLING COMPANY	YATES, JOHNA	SHARBRO OIL LIMITED COMPANY TRUST Q UNINO PEGGY A. YATES	YATES DRILLING COMPANY YATES JOHN A	ABO PETROLEUM CORPORATION	TRUST Q LIMNO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLIE M. YATES	YATES JOHN A ABO PETROLEUM CORPORATION	SHARBRO OIL LIMITED COMPANY TRUST Q UNWO PEGGY A. YATES	YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY	TRUST Q UWIO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY	YATES, JOHN A.	SHARBRO OIL LIMITED COMPANY TRUST Q UNWO PEGGY A. YATES	ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRI INT O LIMITED PEGGY A VATES
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AND PERCENTAGE	GILMORE, JONELL R. ESTATE JONES, STANLEY L. ESTATE MALONE, BARBARA AND QUAIL MCCAW, WILLIAM JACK NIX, BILLY G. PITCH ENERGY CORPORATION		ONES, LARRY R.				KOCH, DOUGLAS C. PANHANDLE ROYALTY COMPANY					BP AMERICA PRODUCTION COMPANY DEVON ENERGY PRODUCTION CO., LP	DOD EARTH MINERALS, LLC EARD, MYRTLE	HICKAM, JEWEL T. MARSHALL & WINSTON, INC.	MATLOCK MINERALS LIMITED COMPANY NEARBURG EXPLORATION COMPANY	METL' BOWNIE	33 ROSS FAMILY LIVING FRUS 34 ROSS, BERT A & OLETA F. 57 BACCS, BARY	ROSS, J. T. ROSS, J. T.	ROSS, RALPH ROSS, ROBERT	OSS, RONALD	SHEETS, ELIZABETH RUTH NIXON WEDDERBURN PROPERTIES, LLC												
AD PERCENTAGE	1.88840 1.88840 2.50000 1.250000 5.00000 3.750000		18.750000 INTERVIEW ON COMPANY			· · · · · · · · · · · · · · · · · · ·	10,000000 BARATHERS OIL SOUDSHY					3.125000 CHAMBERS IN LIE DEE NING BETWEE 1.171880 CHAMBERS BOOLET C. JIT				SAME TO SECURE AND ADDRESS.	0.390620 (3.56) (3.56)	0.356470		0.356470						ed .							199
AND PERCENTAGE	HOLLYHOCK, LTD LODEMICK, JOHN W. LODEMICK, LAWA PATRICIA MCCO BRUISTRIES, INC. MEARBURG EXPLORATION COMPANY SACRAMENTO PARTICIES LIMITED SPIRAL, INC. YATES DRILLING COMPANY YATES PETROLEM CORPORATION	VATES PETROLELM CORPORATION	ABO PETROLEUM CORPORATION HOLLYHOCK, LTD LODEWICK, JOHN W.	LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY	SACRAMBATO PARTNERS LIMITED SPIRAL, INC.	TATES PETROLES A CORPORATION	WATES PETROLEM CORPORATION SERVICE CORPORATION HOLLYHOCK, LTD	LODEWICK, JOHN W.	MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY	SACRAMBUTO PARTNERS LIMITED SPIRAL, INC.	YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	DISSESSI ABO PETROLEUM CORPORATION	STREET BROWN BROTHERS HARRIMAN TRUST	BUNN, ROBERT B.	COMMENC COLL, CLARKE C.	MARIANA COLL, JON F. H	ADDRESS COLL, MAX W. III	DETEMPLE, MELANIE COLL FISIE & HOLDEN TESTAMENTARY	ESTATE OF LILLIE M. YATES GENURON, J. W.	GOODNOW, DAVID HODGE, JOSEPH R.	HODGE, SANFORD J., III KAWASAKI, DR. ISAAC A	MOORE, OWARLES CLINE MYCO INDUSTRIES, INC.	OLIVER, WILLIAM B. TRUST PANHANDLE ROYALTY COMPANY	SCHAMMY, ADOLPH P. SHARBRO OIL LIMITED COMPANY SPACE BUILDING CORPORATION	TRUST Q UWWO PEGGY A. YATES VAN VRANKEN, FREDERICK, JR.	YATES DRILLING COMPANY YATES PETROLEUM CORPORATION YATES JOHN A							
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	•									RANGE 25 EAST, NAIPM SECTION 20: SWI4SE/4					•	OF LANDS
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COLL PRODUCTION, INC. / ROGER HANKS INA-403-497-L FEE - HBP	C. R. NIXON, ETUX / ROBER HANKS NAM-403-497-K FEE - HBP		JEWELL HICKM/ROGER HANKS NA-402-407-1 FEE - HBP	BONNIE POWELL / ROGER HANKS NA-403-497-H FEE - HBP	ALTON ROSS / ROGER HANKS NAH-403-497-9 FEE - HBP	JOE E. ROSS / ROGER HANKS NA-407-E FEE - HBP	LEWA W. HILDT, ETAL NA-402-497-C FEE - HBP		ISONAIE I, MERRISON / REJOING & NM-403-497-A FEE - HBP	CARLE, ROSS/ROGER HANKS NA/403-497 FEE - HBP	FLAG REDFERN OIL COMPANY / MUNRO NM-497-T FEE - HBP	ATLANTIC RICHFIELD COMPANY NM-403-1787-A FFEE - HBP		NN-403-497-K FEE - HBP	0.653554°C. R. NIXON, ETUX 7 RÖGER HANKS	EXPRIATION DATE
ABO PETROLEMA CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O LIVIND PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY	ABO PETROLEMI CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWIO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEMI CORPORATION SMARBRO OIL LIMITED COMPANY TRUST Q LIMITO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEMA CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LWIVO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A	ABO PETROLEMICOPROFICION SHARBRO OIL LIMITED COMPANY TRUST Q UNIVO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEMA CORPORATION SHARBRO OIL IMMTED COMPANY TRUST Q UNWO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A	SHARBRO OIL LIMITED COMPANY TRUST Q LIMITED COMPANY TRUST Q LIMIC PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DIELLING COMPANY YATES, JOHN A.	SHARBRO OIL ILIMTED COMPANY TRUST Q UNIVO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A	SHARBRO OIL LIMITED COMPANY TRUST O LIMINO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES LICHAL	SHARBRO OIL LIMITED COMPANY TRUST O LIMIO PEOGY A YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES, LOHN A. TRUST SHEWAY HE HAT YATES OF THE	SHARBRO OIL LIMITED COMPANY TRUST Q UNIO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES DRIANG COMPANY YATES UPINA	YATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	SHARBRO OIL LIMITED COMPANY TRUST Q UMVIO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ESTATE OF LILLIE M. VATES YATES DRILLING COMPANY YATES JOHN A. JBO PETROLEJM CORPORATION	AND PERCENTAGE
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7.25000 LILLIAN HINKLE COLL, YRUSTEE NA-403-407-M FEE - HBP	3.750000 COLL PRODUCTION, INC. / ROGER HANKS NM-403-497-L FEE - HBP	0.633333 C. R. NIXON, ETUX / ROGER HANKS NM-403-497-K FEE - HBP	0.833333 MYRTLE HEARD / ROGER HANKS NAM-403-497-J FEEHBP	0.833334 JEWELL HICKAM / ROGER HANKS NAA-403-497-1 FEE - HBP	0.83334 BONNIE POWELL / ROGER HANKS NA-403-497-H FEE - HBP	0.83333 ALTON ROSS / ROGER HANKS FEE - MBP	0.83333 JOE E. ROSS / ROGER HANKS FEE - HBP	1,988697 LENA W. HILDTI, ETAL PEE - HBP	FEE - HBP	2.50000 BCNNIE H, MORRISON / REJUING & REE - HBP	PEE - HBP		2.500000 MARSHALL & WINSTON, INC. / MARKET NM-403-1788 FEE - HBP	1.250000 LILLIAN HINKLE COLL, TRUSTEE NAM-403-497-M FEE - HBP	EXPRIATION DATE
ABO PERROLEMA CORPORATION 16.888888 SHARRO OIL LIMITED COMPANY 16.888887 TRUST Q LWWO PEGGY A VATES 8.33338 ESTATE OF LILLE M. YATES 16.888887								ABO PETROLEMA CORPORATION 16.888887 SHARBRO OIL LIMITED COMPANY 16.888887 TRUST Q LIMITE DE CAMPANY 8.33333 ESTATE OF LILLE M. YATES YATES DIELLING COMPANY 8.333334 YATES LICHNIA 6.833334			ABU PE INJUENA UN TUNNINA 16.866507 SHARBRO OIL IMITED COMPANY 16.866517 TRUST Q UNI/O PEGGY A. YATES 16.868517 YATES DRILLIE M. YATES 16.868617 YATES DRILLIG COMPANY 33.33333 YATES DIONA 8.333333		<u> </u>	JASO PETROLELMI CORPORATION 16.888888 SHARBRO OIL LIMITED COMPANY 16.88887 TRUST Q UMON PEGGY A VATES 18.333331 YATES DRILLILE M, YATES 11.888887 YATES BRILLING COMPANY 8.3333331 YATES, JOHN A 8.333333	41
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						0,004725 0,004729 7,639889 69,765090 1,909723	0.004130 9.376000 9.376000 0.004129 1.527778 0.010523	0.000689 0.0004129 0.004129 0.002065 0.125000 0.125000 0.016523	0.016759 0.002085 1.527776 0.006194 0.006129	0.527943 1.171876 1.171876 0.055971 0.703125 0.067509	0.004129 AGREEMENT 0.004129 SECTION 20: S/2 0.004129 401-202-A 4-16-1875 0.004756 1.171475	3 819445 OPERATING			

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ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILL ING COMPANY	YATES PETROLEOM CORPORATION	YATES, JOHN A	ESTATE OF LILLIE M. YATES	SHARBRO OIL LIMITED COMPANY	YATES, JOHN A. ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY	TRUST Q UWIO PEGGY A. YATES	SHARBRO OIL LIMITED COMPANY	YATES, JOHN A.	ESTATE OF LILLIE M. YATES	TRUST Q UMYO PEGGY A. YATES	ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY	ESTATE OF LILLIE M. YATES	SHARBRO OIL LIMITED COMPANY	TABLE BETTER A.	YATES DRILLING COMPANY	TRUST Q UWWO PEGGY A, YATES	SHARBRO OIL LIMITED COMPANY	YATES, JOHN A. ABO PETROLELM CORPORATION	YATES DRILLING COMPANY	ESTATE OF LILLIE M. YATES	SHARBRO OIL LIMITED COMPANY	YATES, JOHN A.	YATES DRILLING COMPANY	TRUST Q UNI/O PEGGY A YATES	ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY	FSTATE OF LILLIE M YATES	SHARBRO OIL LIMITED COMPANY	YATES, JOHN A. ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY	TRUST Q UNI/O PEGGY A. YATES	SHABBBO OF LIMITED COMPANY	YATES DRILLING COMPANY	ESTATE OF LILLIE M. YATES	SHARBRO OIL LIMITED COMPANY	ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY	TRUST Q UW/O PEGGY A. YATES	SHARBRO OIL LIMITED COMPANY	YATES, JOHN A	YATES DRILLING COMPANY	TRUST Q UWWO PEGGY A. YATES	ABO PETROLEUM CORPORATION		YATES PETROLEUM CORPORATION	YATES DRILLING COMPANY	AND PERCENTAGE
10.000000 DEVON ENERGY PRODUCTION CO., LP 10.000000 DOBSON, MARY LOUISE FARHA 10.000000 FARHA, MARY LESLIE	100.00000	6.33333	16.686867	16.888867	6.333333 16.886888	33.333334	8.333333	16.668668 16.668697	6.333333	16.989867	8.33333	16.660888	33,33334	16.969887	16,686867	8.333333 12.333333	33.33334	16 666887	16.666887	6.333333	33,333334	16.866867	16.888887	6.333333	16.666867 33.333334	8.33333	16.6666666	33,33334 B 333334	18 888867	16.666667	8.333334 16.668886	33.33333	8.333333	WEDDERBI	6.333334 SHEETS, ELIZABETH RUTH NIXON	16.886888 ROSS, RONALD	16.666867 ROSS, RALPH 8.333333 ROSS, ROBERT	18.88887 ROSS, JOE E.	ROSS, GAR	18.966886 ROSS FAMILY LIVING TRUST	16.888887 POWELL, BONNIE	8.333333 NEARBURG EXPLORATION COMPANY	16.886887 HICKAM, JEWEL T. 33.33334 WATLOCK MINERALS LIMITED COMPANY	8.33333 HEARD, MYRTLE	16.666886 DEVON ENERGY PRODUCTION CO., LP		8.333333	33.333341	AND PERCENTAGE
3.437500 INCOME WILLIAM JACK 0.312400 TOME BROWNE AC: 0.156250																												And the second s						, and the second se				0.390620 PRESS TE TRANSPORTE VALVA V	ROBERTS ANKE H	CANANTESCHICES INC.	Theraphic caresta districts	REBUN ALICE ANI PRING	SANGOLINEN OFFICERS	COMMITTED BY BEAUTION OF THE PROPERTY OF THE P	A LIVING SON A SECTION SANDERS OF				AND PERCENTAGE
13.090000 ESTATE OF LILLIE M. YATES ANYCO INDUSTRIES, INC.						pri .																	\$ 1							YATES, JOHNA.	YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	TRUST Q UNWO PEGGY A. YATES	SHARBRO OIL LIMITED COMPANY	PANHANDLE ROYALTY COMPANY	MYCO INDUSTRIES, INC.	KELLER, BETSY H.	ESTATE OF LILLIE M. YATES	DETEMPLE, MELANIE COLL	DEBBAND COLL, MAX W. III	GENERAL COLL, JON F. II	DB4320 COLL, JON F.	STANDARD COLL, CLARKE C.	SOBBOOD COLL, CHARLES H.	DESCRIPTION FRANCES B.	BANKARINABO PETROLEUM CORPORATION				AND PERCENTAGE
2.187500 OPERATING 0.130210 AGREEMENT 2.187500 ALTO AOL COM #1				-																										1.910550	59.787090	1,910560	1.527780	9.379000	4.588590	0.002070	1.527780	0.016780	0.018780	0.703420	1.172370	0.527570	0.084760 401-202-A 4-16-1975 1.172370	SECTION 20: S					REFERENCE

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1.86887, R. NIXON, JR. ETAL NAM-403-497 11.86867, ROSS / ROGER FANKS NAM-403-497 FEE - HBP 1.868687, ROSS / NOE E / NOGER HANKS		20.000000 JEWIM, & LESLIE P. V 20.000000 MARY ELANE CRIBES	2.500000 R. B. RODKE 2.500000 R. B. RODKE AM-403-1832 FEE - HBP 5.000000 RERR-46/36EE CORPORATION 2.500000 NULLIAM E. FARIA TRUST 7.500000 SAAA C. AARRETSON	ACRES SERIAL NUMBER AND EXPRIATION DATE
 	SYARBRO OIL LIMITED COMPANY ESTATE OF LILLEM NYTES JACO PETROLEMI CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UMON PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY YATES PETROLEMI CORPORATION SHARBRO OIL LIMITED COMPANY YATES PETROLEMI CORPORATION SHARBRO OIL LIMITED COMPANY YATES DRILLING COMPANY YATES DRILLING COMPANY TRUST Q UMON PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES ESTATE OF LILLEM NYTES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST Q LWIND PEGGY A YATES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST OF LILLEM NYTES ESTATE OF LILLEM NYTES YATES DRILLING COMPANY TRUST OF LILLEM NYTES YATES DRILLING COMPANY YATES, JOPNA ABO PETROLEMI CORPORATION HEAD DRIVEN DELING COMPANY YATES, DRIVEN YATES DRILLING COMPANY YATES, DRIVEN YATES DRIVEN DRIVEN YATES DRIVEN DRIVEN YATES DRIVEN DRIVEN YATES DRIVEN DRIVEN YATES DRIV		DORPORATION RPORATION VC. RPORATION DORPORATION TION COMPANY	LESSEE OF RECORD AND PERCENTAGE
25.000000 JORON BEHEROY PRODUCTION CO., LP 25.000000 JOROD EARTH MINERALS, LLC 25.000000 JHCAND, MYRTLE 16.888887 INCHAN, JEWEL T. 16.888887 INCHANG SEPLICATION COMPANY 16.888887 INCHANGRAG ESPLORATION COMPANY 33.33334 PANHAUDLE ROYALTY COMPANY 33.33334 PANHAUDLE ROYALTY COMPANY 16.838339 POWELL, BONNIE 160.800000 ROSS FAMILY LUNING TRUST ROSS, BERT A & OLETA F. 16.888888 ROSS, GARY	25.00000 GDENON BERROY PRODUCTION CO., LP 25.00000 GDOD EARTH MINERALS, LLC 16.383838 HEARD, MYRTLE 18.383838 HEARD, MYRTLE 18.383838 HEARD CX MINERALS I IMITED COMPANY 23.33333 POWELL BONNIE 100.000000 ROSS, FAMILY LIVING TRUST 100.000000 ROSS, FAMILY LIVING TRUST 100.000000 ROSS, ROSE E. 25.33333 ROSS, ROSL E. 25.33333 ROSS, ROLLH 16.888867 ROSS, RALH 16.888867 ROSS, RALH 16.888867 ROSS, ROLLH 16.888867 ROSS, ROLL 25.333334 ROSS, ROLLH 16.888867 ROSS, ROLL	100,00000 (CRIBES, MARY ELAINE TRUSTEE 100,000000 (MAITNEY, LESLIE P. & JEAN M. 50,000000 (BP AMERICA PRODUCTION COMPANY	70,000000 FARHAL W. E. III. 70,000000 FARHAL W. E. III. 70,000000 JACET, LINDA, FARHA 70,000000 JACET, LINDA, FARHA 70,000000 JACET, LINDA, FARHA 70,000000 FANHANDLE ROYALTY COMPANY 700,000000 FANHANDLE ROYALTY COMPANY 700,000000 FORCH EMERGY CORPORATION 700,000000 FORCH EMERGY CORPORATION 700,0000000 FORCH EMERGY FORCH FORCH EMERGY FORCH FORCH EMERGY FORCH	BASIC ROYALTY AND PERCENTAGE
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MEARQUEG EXPLICATION COMPANY MAY W. COLL JAMES N. COLL JAMES PETROLELM CORPORATION ABO PETROLELM CORPORATION VAITES PETROLELM CORPORATION WATCO NUDUSTRIES, INC. YATES PETROLELM CORPORATION WATCO NUDUSTRIES, INC. YATES PETROLELM CORPORATION WATCO NUDUSTRIES, INC. YATES PETROLELM CORPORATION SUCREMENTO PARTNERS LIMITED SPIRAL, INC. JOHN W. LODENICK RICHARD B. LO	SACRAMENTO PARTNERS LIMITED SAARBRO OIL LIMITED COMPANY ESTATE OF LILLIE M. YATES ARABRO OIL LIMITED COMPANY TRUST O LIMITED COMPANY TRUST O LIMITED COMPANY TRUST O LIMITED COMPANY YATES FETROLEM CORPORATION SHARBRO OIL LIMITED COMPANY YATES DRILLIAG COMPANY YATES PETROLEM CORPORATION AND PETROLEM CORPORATION YATES PETROL	LESSEE OF RECORD AND PERCENTAGE LODEWICK ENERGY, INC.
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HOOPER, ROBERT G. LONSON, S. P. III & BARBARA J. PUC LIMITED PARTNERSHIP SPIRAL, INC.	50,000000 DEVON BJERRY PRODUCTION CO., LP 25,000000 GOOD EARTH MINERALS, LLC 25,000000 HEARD, MYRTLE 16,889887 HEARDS, MYRTLE 16,889887 HEARDS, MYRTLE 16,889887 HEARDS, LIMTED COMPANY 16,88987 HEARDS, BRY A & OLETA F. 17,100,00000 HOUSE, CARPANY 23,33331 PANHAWILE ROYALTY COMPANY 23,333331 PANHAWILE ROYALTY PANHAWILE ROYA	BASIC ROYALTY AND PERCENTAGE
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ABO PETROLEM CORPORATION BELLO. ERNIE BROWN BROTHERS HARRIMAN TRUST BUAN, FRANCES B. COLL, CAPARLES C. COLL, CAPARLES C. COLL, LON F. II COLL, MAX W. III COLL, MAX W. III COLL, MAY PRODGERS DETBAPLE, MELANIE COLL		AND PERCENTIAGE AND PERCENTIAGE DETEMPLE MELANIE COLL ESTATE OF LILLE M. VATES
3.12500) OPERATING 0.016517 AGREEMENT 0.016517 HODER AMP #1 0.016517 SECTION 21: SW/4 2.343760 403-467-U 2-19-1963 1.054887 1.054887 1.054887 1.05650 0.167343 1.406250 0.033516	2.083334 2.083333 2.083333 2.083333 2.083333 2.083333 2.08333 2.08333 2.08333 2.083333 2.0833	REFERENCE 0.022344 0.280418

RAMOE 25 EAST, NARW SECTION 21: N2SE4,	•	[· · · · · · · · · · · · · · · · · · ·
MA-FIGS-28. MA-FIGS-28. MA-FIGS-28. 11.666666 ROSS, CARL E. / ROGER HANKS NA-443-497 FEE - HBP 1.666667 ROSS, JOE E. / ROGER HANKS NA-443-497-E FEE - HBP 1.666667 ROSS, ALYON / ROGER HANKS NA-443-497-G FEE - HBP FEE - HBP FEE - HBP	MA-04-15 MA-04-15 MINERALS 11.666687 METCALF, LORENE / COQUINA NA-487-R FEE - HBP	
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OD CHERAPHTECH LIVING SURVINGES TRUST OD LEMIS, CATHERINE P. OD PETERSON, LARLA BOND RAHYMA, BARBARA JAME REV. TRUST TACKITT, KARBH MILLIAMS, JOHN FRILAY MILLIAMS, JOHN FRILAY MILLIAMS, ROSBARAY MILLIAMS, LIMITED COMPANY MILLIAMS, ROSBARAY MILLIAMS, ROSBARAY MILLIAMS, LIMITED COMPANY MILLIAMS, ROSBARAY MILLIAMS, LIMITED COMPANY MILLIAMS, ROSBARAY MILLIAMS, LIMITED COMPANY MILLIAMS, ROSBARAY MILLIAMS, LARINGER MILLIAMS, LIMITED COMPANY MILLIAMS, LIMI	A GOOD EAR IN MINERALS, LIC THEARD, MYRTIC SHICKAM, JEWEL T. MARSYMLE WINSTON, INC. AMATLOCK MINERALS LIMITED COMPANY PROSS FAMILY LINNG TRUST TROSS GARY TROSS GARY TROSS ROBERT TROSS ROBERT TROSS ROBERT TROSS ROBERT TROSS ROBERT TROSS ROBERT TROSS WILLIAM		BASIC ROYALTY AND PERCENTAGE
1.27053 1.27053 2.05333 1.27053 1.27053 1.27053 1.27061 1.18721 1.18721 1.18720 1.1872	0.781250 (M. 1.62500 J. 1.62500 J		X
SE PROPERTY SAFETY OF SAFE	250 CHAMBERS, DOBETTE, 36 250 CHAMBERS, CORETTE, 36 250 CHAMBERS,		AND PERIODATAGE
MEMBOURNE CURTIS W. 1,54510 MELABURG EXPLORATION COMPANY 1,54510 VINTINGE PETROLEM, INC. 1,35100 VINTINGE PETROLEM CORPORATION 1,15100 VINTINGE PETROLEM CORPORATION 1,15100 VINTINGE PETROLEM PETROLEM PE			JAND PERCENTAGE
2.500000 AGREEMENT 33.750000 SECTION 28: S72 0.625000 (072-4872-8 1-15-1976 12.500000 50.000000 50.0000000 60.0000000 60.0000000000	0.007527 1.397188 0.007627 1.907907 1.907907 1.907907 0.001256 0.001256 0.001256 0.001256 0.001256 0.001256 0.001256 0.001257 0.356887 0.356887 0.367890 0.36787 1.377890 0.36787 1.377890 0.36787 1.377890 0.36787 1.377890 0.36787 1.377890 0.36787	A 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	REFERENCE

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•					RANGE 26 EAST, NAPM SECTION 28: W/2SW/4NE/4	L					***************************************						ES OF LANDS
0.416687	0.416867		0.41 0.88 0.7	0.833333	2.91688)		0.833333	5.00000				0 833333	.00000	.00000	1.666667	1.666687	
NA 4007-1 NA 4007-1 FEE - HBP 0.716687 NYRTIE HEARD	BONNE POWELL FEE - HBP	ALTON ROSS NALGO-497-G FEE - HBP	JOE E. ROSS NM-402-497-E FEE - HBP	0.83333 LENA W. HILDT NA-403-497-C FEE - HBP	CARL E. ROSS NA-407 FEE - HBP	ATLANTIC RICHFIELD COMPANY NM-403-1653-J FEE - HBP	NA-403-1553-I REE-HBP	MAYSTALL & WINSTON, INC. NAY-402-1563-D FEE - HBP	KERR-ACGEE CORPORATION NM-403-1553-C FEE - HBP	NA-403-1533-A FEE - HBP	NM-403-1553 FEE - HBP BONNIE H MORRISON	NA-403-497-R1 FEE - HBP C. R. NIXON J.R.	MAGGA97-J FEE - HBP	NA-403-487-I FEE - HBP	BOWNIE POWELL NA-402-407-H FEE - HBP	A.TON ROSS NAI-403-497-G FEE - HBP	EXPRIATION DATE
SHARBOOLIL IMPTED COMPANY SHARBOOLIL IMPTED COMPANY TRUST Q UWWO PEGOY A YATES ESTATE OF ILLILE M. YATES YATES DRILLING COMPANY YATES DEFINIOLELIA CORPORATION	ABO PETROLEMA CORPORATION SHABBRO OIL LIMITED COMPANY TRUST O UNWO PEGGY A YATES ESTATE OF LILLIE M. YATES ESTATE OF LILLIE M. YATES YATES DELILIAG COMPANY YATES JOHN A. TRUST SHABLES TOWN	SHABBRO DIL IMITED COMPANY TRUST O UNWO PEGGY A YATES ESTATE OF LILLING TO WAYNY YATES DRILLING COMPANY YATES JONNA	ABO PETROLEMA CORPORATION SHARBRO DI LIMITED COMPANY TRUST Q UMMO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DEILLING COMPANY YATES, JOHA A	YATES PETROLEUM CORPORATION	ABO PE INCLEMIA COMPANY TRUST Q UMMO PEGGY A YATES ESTATE OF LILLING TO MPANY YATES DRILLING COMPANY YATES, JOHN A	VALES PETROLEUM CORPORATION	TAILED TELECOM CONTORNION	VALES PEIROLEUM CORPORATION	ALES PEIROLEUM CORPORATION	MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEJM CORPORATION	MYCO INDUSTRIES, INC. YAITES DRILLING COMPANY YAITES PETROLEUM CORPORATION ABO PETROLEUM CORPORATION	MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEM CORPORATION AND PETROLEM CORPORATION	SHABBRO OIL IMITED COMPANY TRUST Q UNWO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES JOHN A.	SHABBRO OIL IMMTED COMPANY TRUST Q UMMO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEMA CORPORATION SHARBRO DI LIMITED COMPANY TRUST Q UMMO PEGGY A. YATES ESTATE OF LILLING NATES YATES DRILLING COMPANY YATES, JOHN A.	TAILS, JOHNA JABO PETROLEM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIMINO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHNA	AND PERCENTAGE
16.686867 8.33333 16.686867 31.333334 8.333333 16.686888	16.668687 8.33333 16.668687 33.33333 16.668687 33.333333 8.333333 8.333333	ROSS, ROROSS, ROROSS, ROSS, WI ROSS, WI SHEETS, I	16.66867 ROSS FAMILY LUNING TE 8.33333 ROSS, BERT A & OLET/ 16.66867 ROSS, QARY 33.33334 ROSS, JOE E.	100.000000 MATLOCK MINERALS LII NEARBURG EXPLORATI PANHANDLE ROYALTY C	18.08080 IDP MAERICA PRODUCTION CO., LP 18.08080 IDPONE BERROY PRODUCTION CO., LP 18.030333 GOOD EARTH MINERALS, LLC 18.080807 INEARD, MYRTLE 33.03334 INEARD, MYRTLE 33.03334 INEARD, MYRTLE 33.03334 INEARDM, MYRTLE 33.033334 INEARMAL & WINSTON, INC.	COCCOOL	00.000	100,000000	100,000000	10.00000 10.00000 70.00000	20.000000 20.000000 40.000000	25.000000 25.000000 26.000000 270.000000	16,88687 8,33333 16,88687 33,33334 8,333333	16,065067 6,065067 8,33333 16,668667 33,33333 8,333333 8,333333	16.696867 8.33333 16.696867 33.33333 8.333333	16.888889 ROSS, AUE E. 16.888887 ROSS, ROBERT 16.988887 ROSS, ROBERT 8.33333 ROSS, ROWLD 16.888887 ROSS, WILLIAM 33.33334 SYBEETS, ELIZABETH RUTH NIXON 8.333334 WEDDERBURN PROPERTIES, LLC	AND PERCENTAGE
	·						W					,				0.23697 0.23697 0.23697 0.23697 0.19631 0.19631	
			0.401060 SUBJEKT SERVICES HO 0.401060 SUBJEKT SERVICES HO 0.200416 SUBJEKT SUBJECT TE J 0.200716 SUBJECT SUBJECT TE J 0.20072 SUGE SUBJECT SUBJECT TE J 0.20072 SUGE SUBJECT SUBJ	SHEET STATES OF THE SHEET OF TH	CHARLEST MODERN C. AND COMMENT MODERN C. AND C. AND C. AND C. AND												AND PERCENTAGE
	VAINEANCEM, REDERICK, AR. VAINEANCEM, REDERICK, AR. VAITES DRILLING COMPANY VAITES PETROLEJM CORPORATION	CLIFER, WILLIAM B. TRUST SACRAMENTO PARTNERS LIMITED SCHLMAN, ADOLPH P. SPIRAL, INC. TRANSFERVISHO RESOURCES, LTD INTERNISHOR RESOURCES, LTD	BARROWS COLLEGE BROWN OF A BARROWS CALLER, BETSY H. BARROWS CODEWICK, JUNK PARTICIA LODEWICK, JUNK PARTICIA LODEWICK, JUNK PARTICIA	DEBRICATION - 1, LP BURNEY GOODNOW, DAVID BURNEY	BOLD, ENVE CHIZAGO BROWN BROTHERS HARRIMAN TRUST BUZZZO BANA, FRANCES B. BUZZZO BLIBE O, HOLDEN TESTAMENTARY BUZZGO ELSE O, HOLDEN TESTAMENTARY BUZZGO GENERON, J. W.											VALUE PETROLEUM CORPORATION VATES PETROLEUM CORPORATION	JAND PERCENTAGE
	0.03748 0.03748 1.083780 54.882485	0.037163 8.250000 8.250000 0.037163 6.250000 0.165161	2.08339 2.08339 0.097(94 0.097(862 0.07(8682 2.08333 2.08333 2.083333	0.037184 0.001648	0.03164 (AREEMENT 0.002291 BINGER AKU #1 0.003164 SECTION 25: NE/4 0.018822 403-1553-E 1-12-1983 0.068745	A CONTRACTOR OF THE CONTRACTOR										0.037163 1.080760 54.883079	- AARONAO

10.00													46.00													45 20.00									·····						•	* X
TOWNSHP 19 SOUTH, RANGE 25 EAST, NMPM	•						****					SECTION 28: NW/4NE/4,	- 1												RANGE 25 EAST, NMPM SECTION 29: E/2SW/4NE/4	┸			•											•		ACRES OF LANDS
10.000000		10.000000 H	10.00000	Z	1.666667 U	5.000000 U	1.686667 U	1.000000 U			5.000000 S	71 2	5.000000 P	ΠZ	7.500000 N	2.600000 A	0.208333 F N	7 2	3.750000 N	1.250000			750000	0.208333	77	0.833334	2.500000 A	11.2	0.208333	1.250000		1.250000 K	77	1.250000 B	77.7	0.208333	70.2	7.560000 N		70.2		ACRES
DORCHESTER 1986 FAMILY TRUST NM-403-1728		HARVEY E. YATËS NM-104-2 KEITH F. QUAIL, ETUX	WM-104-2 KEITH F. QUAIL, ETUX	M-104-2 KEITH F. QUAIL, ETUX	NN+10+2 KEITH F. QUAIL, ETUX	NLEASED MINERALS	NLEASED MINERALS	NAM-104-2 KEITH F. QUAIL, ETUX		NM-403-1724-A FEE - HBP	P. JOHNSON, III TRUST	RA-403-1724 EE - HBP	PATRICIA JOHNSON COOPER	M-403-497-R1 EE - HBP	NEW MEXICO OSAGE COOP / COQUINA	2.500000 ATLANTIC RICHFIELD COMPANY	MILLIAM H. NIXON ESTATE M-403-1653-1 EE - HBP	NAT-405-1003-0	O MARSHALL & WINSTON, INC.	KERR-MOGEE CORPORATION NM-403-1553-C		NA-403-1553-A		NA-103-1553	M-403-497-C EE - HBP	LENA W. HILDT	ATLANTIC RICHFIELD COMPANY NM-403-1653-J	N-403-1553-I EE - HBP	0.208333 WILLIAM H. NIXON ESTATE	MARSHALL & WINSTON, INC. NM-403-1663-D	M-403-1553-C EE - HBP	KERR-MCGEE CORPORATION	VM-403-1553-A FEE - HBP	BONNIE H. MORRISON	FEE - HBP	0.206333 C. R. NIXON, JR.	FRE - HBP	NEW MEXICO OSAGE COOP		FEE - HBP	44 (80 (87)	EXPRIATION DATE
ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC.		SPIRAL, INC.	ONCOMENTO TOX INCOME TO	CACBALLELITO BASTNESS TO	LAURA PATRICIA LODEWICK	LAURA B. LODEWICK	JOHN W. LODEWICK	COCKICA ENGAGI, 1940.	YATES PETROLEUM CORPORATION	MYCO INDUSTRIES, INC. YATES DRILLING COMPANY	ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY	ABO PETROLEUM CORPORATION	MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	TALES PETROLEGIA CONFORMITON		YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	MYCO INDUSTRIES, INC.	YATES PETROLEUM CORPORATION	MYCO INDUSTRIES, INC.		YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION		VATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION		YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION	MYCO INDUSTRIES, INC. YATES DRILLING COMPANY	ABO PETROLEUM CORPORATION	YATES DETROI FUN CORPORATION	ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY YATES, JOHN A	TRUST Q UW/O PEGGY A. YATES		AND PERCENTAGE
10.000000 DORCHES		100.000000	100.00000	100,000	100.00000	100,000000	100.000000	100.00000	70.000000	10.000000	10.000000	10.00000	10.000000	25.000000 25.000000	25.000000	100.000000	00.000	100 000	100.000000	100.00000	70.000000	10.000000	40.000000	20.00000		100.000000	100.000000		100.000000	100.000.00		100.00000	10.000000	10.000000	20.000000	20.000000	25.000000 26.000000	25.000000	33.333334 8.333333	8 333333	16 696697	
TER 1988 FAMILY TRUST						,,,						PUC LIMITED PARTNERSHIP SDIGAL INC 3.00	_		· ·										DEVON BLERGY PRODUCTION CO., LP 1.73 GOOD EARTH MINERALS, LLC 1.74 1.75 1.76 1.77	+														nos-Aures		AND PERCENTAGE
8.75000 KONE	11.5											3.00000 3.00000 3.175000	### 00005C	di C								8310	11250 85310	77810 31250	1.757620 PROCESS BUILDING CONFORMAN	SOUTH STREET STREET STREET		110							413					p		AND PERCENTAGE
	WATES PETROLEJAN COMPANY VAN VRAMKEN, PREDERICK, JR. YATES DRILLING COMPANY YATES PETROLEJAN CORPORATION									GENDRON, J. W.							SCHAWAN, ADOLPH P. SPIRAL INC.			KELLER, BETSY H.				ARY	<u> </u>	\dashv																AND PERCENTAGE
2.083333 AGREEMENT	18.302940 0.037170 1.083760 54.682500	8.250000 0.186170	8.250000 0.037160	0.037170	2.083330	0.018580	0.037180	0.006180	0.037160	4.398080	0.018590 403-1553-E 1-12-1893	0.008280 BINGER AKU #1 0.037160 SECTION 28: NE/4	1.083750 OPERATING 0.037160 AGREEMENT		1.080760	18.332942 0.037163	0.037163 6.250000	0.037183	2.083533	0.018582 2.083333	2.083394	0.001549	4.390,654	0.018582 403-1553-E 1-12-1993 0.056745	0.037164 SECTION 29: NE/4	1.093750 OPERATING																

8						9	T						- 1	5								ŧ	·				=				*3
81.37						į	1							68	- ,							20.00					8			•	TRACT ACRES
TOWNSHIP 18 SOUTH, RANGE 28 EAST, NAIPM SECTION 30: LOT 3 (HWI4SWI4), NE45WI4					SECTION 29: SYNTHWAY	RANGE 25 EAST, NMPM				······································			RANGE 26 EAST, NMPM SECTION 29: NW/4NW/4	THINS OF BIRSTANO	· ·							RANGE 26 EAST, NAPM SECTION 29: W/2NE/4NW/4				RANGE 26 EAST, NMPM SECTION 28: SE/4NE/4NW/4	THINGS OF BIRSTANGE			SECTION 28: NE/4NE/4NW/4	OF LANDS
81.370000	4.44444	1,4444	1,44444	3.333334	0.00000	13,333333	20,000000	2.656250	7.968750	2.031250	2.031250	2.656250		3 826385	5.000000	5.00000	2.500000	0.83333	0.833334		2.500000	2.500000		3.33333	3.33333		1 11111		······································		ACRES
IS. P. JOHNSON, III, ETAL NNA-403-22 FEE - HBP		FEE - HBP	FEE - HBP	FEE - HBP	FEE - HBP	13.33333 GLAUYS PRICE FEE - HBP FEE	UNLEASED MINERALS		NM-403-1770-D FEE - HRP	EDWARD HUGH SPRAGUE, JR. NM-403-1770-C FEE - HBP		OFN SIMPSON NA-403-1770-A FEEE - HBP	NA-403-1170	NA-104-2 KEITH F. QUAIL, ETUX	NAM-104-2 KEITH F. QUAIL, ETUX XOJHARVEY E. YATES	NATIONAL REPORTS	NA-104-2 KEITH F. QUAIL, ETUX	NH-10+2 KEITH F. QUAIL, ETUX	0.833334 UNILEASED MINIERALS NIM-104-2 KEITH F. QUAIL, ETUX		S. P. JOHNSON, III TRUST	NA-403-1724 FEE - HBP		3.33334 UNILEASED MINERALS	3.33333 KECHANE, INC. / MARATHON 403-1771-A FEE - HBP	403-1771 FEE - НВР	MOLITARY ANY ANY ANY ANY ANY ANY ANY ANY ANY AN			FEE - HBP	SERIAL NUMBER AND EXPRIATION DATE
CATHIE COME MCCOWN AVENSHINE CHILDREN'S KATHLEEN COME TRUST DOUGLAS L. COME	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEWARDORG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	WILMA EVELYN VOIGT	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	VAIES PEIROLEUM CORPORATION	THE PARTY OF THE P	VATES BETROLLEI AL COBROBATION	SPIRAL, NO.	COCKY TALKICS LOCKYCY	LAURA B. LODEWICK	JOHN W. LODEWICK	LODEWICK ENERGY, INC.	YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION	MBO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY		FIRST ROSWELL COMPANY LIMITED	YATES PETROLEUM CORPORATION		VATES BETROLELIA CORROBATION			YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	(LESSEE OF RECORD AND PERCENTAGE
2.142224 1.142225 1.142224 1.142224	100.000000	100.000000	100,000000	100.000000	100.000000	100.000.000	100.000000	100.000000	100.000000	100,000000	100.00000	100.00000		100,00000	100.000000	100,000,000	100.000000	100.00000	100.000000	10.000000 70.000000	10.00000	10.000000		100.000000	100.000000		100 00000			10.000000 70.000000	
JOHNSON, S. P. III & BARBARA J. PJC LIMITED PARTNERSHIP	SANDERS, LANY D. SANDERS, RICKY M. SCOTT, WA ORETA SCOTT, WAS NEETA SCOTT, WAS NEETA TERPENING HEURY THORNTON, CLAY WILSON, TRAYS	AURDOCK, THOMAS LEE VANDERS, GORDON S. VANDERS GRANY D	ACKEY, BETTY JUNE AURDOCK, RODNEY RAY	OBTER, JAMES N. ESTATE SUNAN, LINDA K.	FOSTER FAMILY TRUST	COLL, CLARKE C.				V-01		OHOT, WILMA EVELYN	BURNS, ETHEL E.	BUCKER II STILL ASSI						SPIRAL, INC.	ODEWICK, JOHN W.	DI BALWICK LWATED PARTNERSHIP 10 HOOPER, ROBERT G. 10 JOHNSON, S. P. III & BARBARA J. 10 JOHNSON, S. P. III & BARBARA J.					ANTGINGS CONTIN				BASIC ROYALTY AND PERCENTAGE
9.375000 9.375000	0.280420 0.280420 0.280420 1.041870 1.041870 3.515820 3.125000 0.104170	0.937450	0.837450	0.380830	3.125000	0.390630	7 17 18					8.250000	2.490230	1 536020						3.125000	1.041680	0.250000 3.000000				4.188670 8.333330	8.333330				
THE CONTRET CONTRET OF THE CONTRET O						Tipos							HOUTH-BROWNING BOLD	Wide valid in the control of the con		Table 1						CONTRACTOR SECTION CONTRACTOR CON		ericina de la companya de la company			Arabas Hassarian				WID FERCENTAGE
EXAMENTALE CHLORENS DESTRICT COME KATHLEEN TRUST, DEC'D (ROC) DESTRICT COME KATHLEEN TRUST, DEC'D (ROC) DESTRICT COME, KENNETH 6.	<u> </u>			AFFABBLING FXPLORATION COMPANY						YATES PETROLELM CORPORATION	SACRAMENTO PARTNERS LIMITED SPIRAL, RC. SPIRAL, RC.	LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC.	HOLLYHOCK, LTD	ABO PETROLEUM CORPORATION				VAITES PETROLEUM CORPORATION	WOIGT, WILMA EVELYN	NEARBURG EXPLORATION COMPANY SACRAMIENTO PARTNERS LIMITED	LODEWICK, LAURA PATRICIA ANCO INTUSTRIES, ACC	AND TELEVISION CONTOURS AND THE TROUBLE COMPANY AND THE TROUBLE COMPA	VOIGT, WILMA EVELYN YVATES DRILLING COMPANY YVATES PETROLEJAN CORPORATION	NEARBURG EXPLORATION COMPANY SACRAMENTO PARTNERS LIMITED SPIRAL, INC.	LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC.	FIRST ROSWELL COMPANY HOLLYHOCK, LTD	YATES DRILLING COMPANY YATES PETROLEUM CORPORATION EDITABLE PETROLEUM CORPORATION	SPIRAL INC.	MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY RACRAMENTO PARTNERS I INITED	HOLLYHOCK, LTD LODEWICK, JOHN W. LODEWICK, LYURA PATRICIA	WORKING INTEREST AND PERCENTAGE
0.599601 0.399734 0.599601 0.599601	48,229167	12.500000	3,125000	0.937600	1.041687	2.083333	0.047220			0.837500	3.125000 3.125000	1.041887	2.083333 1.041666	0.837500				48.229167	12.60000	25.000000 3.125000	1.041887	2.083333 1.041888	12.500000 0.937500 48.229187	35.000000 3.125000 3.125000	1.041687	2.083333 1.041888	0.837500 48.229167 0.837500	3.125000	0.937500 25.000000 3.125000	1.041888 1.041887 1.041887	
0.589801 OPERATING 0.399734 AGREEMENT 0.899801 DAGGER ZW #1 0.589801 SECTION 30: SW/4		3.126000 12.50000 0.837600			SECTION 29: NW/4	AGREENENT VOIGHT AJD COM#1	ODERATING					403-1770-F 9-1-1891	AGREEMENT VOIGHT AJD COM #1	OPERATING							403-1770-F 9-1-1991	2.08333 AGREEMENT 1.041888 VOIGHT AJD COM #1 1.041887 SECTION 29: NW//4	ARTERIA		403-1770-F 9-1-1991		OPERATING			1,041688 VOIGHT AJD COM#1 1,041687 SECTION 28: NW/4 1,041687 403-1770-F 9-1-1991	REFERENCE

Total	Į,	E S	Fi
	Fee Leases	State Leases	Federal Leases
5612.95 Acres	2767.78 Acres	1040.00 Acres	1805.17 Acres
100.00%	49.31% of Total Unit	18.53% of Total Unit	32.16% of Total Unit

ACRES	•	61.39
ACRES OF LANDS	•	TOWNUSHIP 19 SOUTH, RANGE 25 EAST, NIPMI SECTION 30: LOT 4 (SWI4SWI4), SE4SWI4
ACRES		T 1 1 1
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EXHIBIT C SCHEDULE SHOWING UNIT PARTICIPATION OF EACH WORKING INTEREST OWNER PAGE 1 OF 2

OWNER NAME	UNIT PARTICIPATION
ABO PETROLEUM CORPORATION	1.535016
BP AMERICA PRODUCTION COMPANY	0.060826
MCCOWN, CATHIE CONE	0.083703
AUVENSHINE CHILDREN'S	0.100862
CONE, KATHLEEN TRUST, DEC'D (BOO)	0.067243
BELLO, ERNIE	0.005115
BLANTON, KIMBERLY STEWART BROWN BROTHERS HARRIMAN TRUST	0.014039
	0.004346
BUNN, FRANCES B.	0.005115
BUNN, ROBERT B.	0.002608
COLL, CLARKE C.	0.090069
COLL, ERIC J.	0.090069
COLL, CHARLES H.	0.200151
COLL, CHRISTOPHER DALE	0.014039
COLL, KENNETH JAMES	0.014039
COLL, MICHAEL T.	0.014039
COLL, RICHARD KEITH	0.014039
COLL, SALLY RODGERS	0.080057
COLL, JON F.	0.115922
COLL, JON F. II	0.028329
COLL, MAX W. II	0.120090
COLL, MAX W. III	0.002864
CONE, RANDY LEE	0.033621
CONE, TOM R.	0.076537
CONE, KENNETH G.	0.095039
CONE, KATHLEEN TRUST, DEC'D (KGC)	0.100862
COLUMBIA RIVER RESOURCES, INC.	0.074243
DETEMPLE, MELANIE COLL	0.002864
DEVON ENERGY PRODUCTION CO., LP	0.026739
E. G. L. RESOURCES, INC.	0.117871
EXPLORERS PETROLEUM CORP.	0.067241
F & J ENERGY PARTNERS, LTD.	0.080543
FIRST ROSWELL COMPANY	0.055737
OLIVER, WILLIAM B. TRUST	0.005077
GFB ACQUISITION - 1, LP	0.114987
GENDRON, J. W.	0.003210
GOODNOW, DAVID	0.002159
HANSON-MCBRIDE PETROLEUM CO.	0.104975
HODGE, JOSEPH R.	0.000269
HODGE, SANFORD J. III	0.000576
ELSIE G. HOLDEN, TESTAMENTARY	0.001319
HOLLYHOCK, LTD	0.325241
JALAPENO CORPORATION	0.101898
JOHNSON, S. P. III & BARBARA J.	0.067337
KAWASAKI, DR. ISAAC A.	0.002106
KELLER, BETSY H.	0.001319
LANGDALE CORPORATION	0.040393
LODEWICK, JOHN W.	0.325242

EXHIBIT C SCHEDULE SHOWING UNIT PARTICIPATION OF EACH WORKING INTEREST OWNER PAGE 2 OF 2

OWNER NAME	UNIT PARTICIPATION
LODEWICK, LAURA PATRICIA	0.325242
MARKS OIL INC.	0.075691
MARSHALL & WINSTON, INC.	0.074708
MEWBOURNE, CURTIS W.	0.161573
MOORE, CHARLES CLINE	0.004128
MOORE, MICHAEL HARRISON	0.012154
MOORE, RICHARD L.	0.012154
MOORE, STEPHEN SCOTT ESTATE	0.012154
MYCO INDUSTRIES, INC.	1.625054
NEARBURG EXPLORATION COMPANY	9.436103
OZARK EXPLORATION, INC.	0.525327
OZARK (GAS) / ALTURA (OIL)	0.530185
PJC LIMITED PARTNERSHIP	0.067337
PANHANDLE ROYALTY COMPANY	0.434066
PITCH ENERGY CORPORATION	0.127640
REYNOLDS, FRED N.	0.080543
RUTHEA, INC.	0.040393
SACRAMENTO PARTNERS LIMITED	2.229919
SCHUMAN, ADOLPH P.	0.002138
SHARBRO OIL LIMITED COMPANY	0.414960
SOUTHWEST ROYALTIES, INC.	1.690908
SPACE BUILDING CORPORATION	0.005803
SPIRAL, INC.	1.086602
TOM BROWN, INC.	0.790735
TRANSREPUBLIC RESOURCES, LTD	0.004842
UNIT PETROLEUM COMPANY	2.432449
VINTAGE PETROLEUM, INC.	0.736598
VOIGT, WILMA EVELYN	0.334424
VAN VRANKEN, FREDERICK, JR.	0.004574
YATES ENERGY CORPORATION	0.213674
TRUST Q U/W/O PEGGY A. YATES	0.298393
HARVEY E. YATES COMPANY	0.507310
ESTATE OF LILLIE M. YATES	0.414960
YATES DRILLING COMPANY	2.131806
YATES, JOHN A.	0.298400
YATES PETROLEUM CORPORATION	68.367068
TOTAL	100.00000

EXHIBIT D

SCHEDULE OF REMAINING PRIMARY RESERVES ALLOCABLE TO EACH WORKING INTEREST OWNER PAGE 1 OF 2

OWNER NAME	POE RESERVES STROE
ABO PETROLEUM CORPORATION	BOE RESERVES, STBOE
BP AMERICA PRODUCTION COMPANY	10127.0
MCCOWN, CATHIE CONE	53.2
AUVENSHINE CHILDREN'S	342.6
	342.7
CONE, KATHLEEN TRUST, DEC'D (BOO)	228.3
BELLO, ERNIE	21.1
BLANTON, KIMBERLY STEWART	200.8
BROWN BROTHERS HARRIMAN TRUST	17.1
BUNN, FRANCES B.	21.1
BUNN, ROBERT B.	7.7
COLL, CLARKE C.	770.9
COLL, ERIC J.	770.9
COLL, CHARLES H. COLL, CHRISTOPHER DALE	1713.3
COLL, CHRISTOPHER DALE COLL, KENNETH JAMES	200.8 200.8
-	200.8
COLL, MICHAEL T. COLL, RICHARD KEITH	
COLL, SALLY RODGERS	200.8
COLL, JON F.	685.3
COLL, JON F. COLL, JON F. II	508.3
COLL, MAX W. II	323.2
COLL, MAX W. III	1028.2
CONE, RANDY LEE	24.4
CONE, TOM R.	114.3
CONE, KENNETH G.	301.9
•	342.6
CONE, KATHLEEN TRUST, DEC'D (KGC) COLUMBIA RIVER RESOURCES, INC.	342.7 270.0
DETEMPLE, MELANIE COLL	270.0
DEVON ENERGY PRODUCTION CO., LP	24.4 169.2
E. G. L. RESOURCES, INC.	420.1
EXPLORERS PETROLEUM CORP.	233.3
F & J ENERGY PARTNERS, LTD.	1006.1
FIRST ROSWELL COMPANY	321.7
OLIVER, WILLIAM B. TRUST	21.1
GFB ACQUISITION - 1, LP	618.4
GENDRON, J. W.	8.4
GOODNOW, DAVID	5.5
HANSON-MCBRIDE PETROLEUM CO.	294.5
HODGE, JOSEPH R.	0.3
HODGE, SANFORD J. III	1.7
ELSIE G. HOLDEN, TESTAMENTARY	4.4
HOLLYHOCK, LTD	2666.2
JALAPENO CORPORATION	336.9
JOHNSON, S. P. III & BARBARA J.	113.2
KAWASAKI, DR. ISAAC A.	5.5
KELLER, BETSY H.	4.4
LANGDALE CORPORATION	340.8
LODEWICK, JOHN W.	2666.2
LODEWICK, LAURA PATRICIA	2666.2
	2000.2

EXHIBIT D

SCHEDULE OF REMAINING PRIMARY RESERVES ALLOCABLE TO EACH WORKING INTEREST OWNER PAGE 2 OF 2

OWNER NAME	BOE RESERVES, STBOE
MARKS OIL INC.	422.2
MARSHALL & WINSTON, INC.	280.2
MEWBOURNE, CURTIS W.	1363.4
MOORE, CHARLES CLINE	7.4
MOORE, MICHAEL HARRISON	40.0
MOORE, RICHARD L.	40.0
MOORE, STEPHEN SCOTT ESTATE	40.0
MYCO INDUSTRIES, INC.	10566.5
NEARBURG EXPLORATION COMPANY	74426.6
OZARK EXPLORATION, INC.	1971.8
OZARK (GAS) / ALTURA (OIL)	54.7
PJC LIMITED PARTNERSHIP	113.2
PANHANDLE ROYALTY COMPANY	1359.7
PITCH ENERGY CORPORATION	951.7
REYNOLDS, FRED N.	1006.1
RUTHEA, INC.	340.8
SACRAMENTO PARTNERS LIMITED	12351.1
SCHUMAN, ADOLPH P.	5.5
SHARBRO OIL LIMITED COMPANY	2181.4
SOUTHWEST ROYALTIES, INC.	19994.2
SPACE BUILDING CORPORATION	12.4
SPIRAL, INC.	8438.3
TOM BROWN, INC.	13480.2
TRANSREPUBLIC RESOURCES, LTD	26.1
UNIT PETROLEUM COMPANY	10931.5
VINTAGE PETROLEUM, INC.	6816.6
VOIGT, WILMA EVELYN	1930.7
VAN VRANKEN, FREDERICK, JR.	21.1
YATES ENERGY CORPORATION	706.5
TRUST Q U/W/O PEGGY A. YATES	1682.5
HARVEY E. YATES COMPANY	1654.5
ESTATE OF LILLIE M. YATES	2181.4
YATES DRILLING COMPANY	13492.0
YATES, JOHN A.	1682.5
YATES PETROLEUM CORPORATION	459540.9
TOTAL	681403.0

EXHIBIT E

SCHEDULE OF VALUES OF REMAINING PRIMARY RESERVES ALLOCABLE TO EACH WORKING INTEREST OWNER FOR WITHDRAWAL FROM UNIT PURSUANT TO PARAGRAPH 17.1 PAGE 1 OF 2

OWNER NAME	VALUE OF RESERVES, DOLLARS
ABO PETROLEUM CORPORATION	9,277
BP AMERICA PRODUCTION COMPANY	838
MCCOWN, CATHIE CONE	832
AUVENSHINE CHILDREN'S	997
CONE, KATHLEEN TRUST, DEC'D (BOO)	665
BELLO, ERNIE	57
BLANTON, KIMBERLY STEWART	307
BROWN BROTHERS HARRIMAN TRUST	51
BUNN, FRANCES B.	57
BUNN, ROBERT B.	23
COLL, CLARKE C.	1,973
COLL, ERIC J.	1,973
COLL, CHARLES H.	4,383
COLL, CHRISTOPHER DALE	307
COLL, KENNETH JAMES	307
COLL, MICHAEL T.	307
COLL, RICHARD KEITH	307
COLL, SALLY RODGERS	1,753
COLL, JON F.	2,539
COLL, JON F. II	620
COLL, MAX W. II	
	2,630
COLL, MAX W. III CONE, RANDY LEE	63
	332
CONE, TOM R.	750
CONE, KENNETH G.	941
CONE, KATHLEEN TRUST, DEC'D (KGC)	997
COLUMBIA RIVER RESOURCES, INC.	416
DETEMPLE, MELANIE COLL	63
DEVON ENERGY PRODUCTION CO., LP	257
E. G. L. RESOURCES, INC.	1,627
EXPLORERS PETROLEUM CORP.	695
F & J ENERGY PARTNERS, LTD.	1,111
FIRST ROSWELL COMPANY	535
OLIVER, WILLIAM B. TRUST	57
GFB ACQUISITION - 1, LP	999
GENDRON, J. W.	34
GOODNOW, DAVID	23
HANSON-MCBRIDE PETROLEUM CO.	1,044
HODGE, JOSEPH R.	3
HODGE, SANFORD J. III	3
ELSIE G. HOLDEN, TESTAMENTARY	15
HOLLYHOCK, LTD	6,784
JALAPENO CORPORATION	1,045
JOHNSON, S. P. III & BARBARA J.	1,475
KAWASAKI, DR. ISAAC A.	24
KELLER, BETSY H.	15
LANGDALE CORPORATION	557

EXHIBIT E

SCHEDULE OF VALUES OF REMAINING PRIMARY RESERVES ALLOCABLE TO EACH WORKING INTEREST OWNER FOR WITHDRAWAL FROM UNIT PURSUANT TO PARAGRAPH 17.1 PAGE 2 OF 2

OWNER NAME	VALUE OF RESERVES, DOLLARS
LODEWICK, JOHN W.	6,784
LODEWICK, LAURA PATRICIA	6,784
MARKS OIL INC.	1,658
MARSHALL & WINSTON, INC.	1,636
MEWBOURNE, CURTIS W.	2,230
MOORE, CHARLES CLINE	46
MOORE, MICHAEL HARRISON	266
MOORE, RICHARD L.	266
MOORE, STEPHEN SCOTT ESTATE	266
MYCO INDUSTRIES, INC.	9,644
NEARBURG EXPLORATION COMPANY	24,675
OZARK EXPLORATION, INC.	5,407
OZARK (GAS) / ALTURA (OIL)	8,460
PJC LIMITED PARTNERSHIP	1,475
PANHANDLE ROYALTY COMPANY	5,990
PITCH ENERGY CORPORATION	1,762
REYNOLDS, FRED N.	1,111
RUTHEA, INC.	557
SACRAMENTO PARTNERS LIMITED	40,820
SCHUMAN, ADOLPH P.	23
SHARBRO OIL LIMITED COMPANY	3,886
SOUTHWEST ROYALTIES, INC.	12,980
SPACE BUILDING CORPORATION	~ 71
SPIRAL, INC.	13,620
TOM BROWN, INC.	6,131
TRANSREPUBLIC RESOURCES, LTD	42
UNIT PETROLEUM COMPANY	26,615
VINTAGE PETROLEUM, INC.	10,165
VOIGT, WILMA EVELYN	4,615
VAN VRANKEN, FREDERICK, JR.	51
YATES ENERGY CORPORATION	2,192
TRUST Q U/W/O PEGGY A. YATES	3,485
HARVEY E. YATES COMPANY	5,193
ESTATE OF LILLIE M. YATES	3,887
YATES DRILLING COMPANY	16,197
YATES, JOHN A.	3,484
YATES PETROLEUM CORPORATION	599,500
TOTAL	882,042

Recommended by the Council of Petroleum Accountants, Societies of North America



EXHIBIT "F" Accounting Procedure

ACCOUNTING PROCEDURE JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees,

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

"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits, summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of twelve percent (12%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

5. Audit:

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 joint or simultaneous audits 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.

6. Approval by Non-Operators

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Reptals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

2. Labor

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
 - (2) Salaries of First Level Supervisors in the field.
 - (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the Overhead rates.
- 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 2A of this Section II. Such costs under this Paragraph 2B 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 2A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II.

3. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II shall be Operator's actual cost not to exceed twenty per cent (20%).

4. Materia

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

5. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limita-

- 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, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by the Parties.
- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.
- C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking cost of \$200 or less excluding accessorial charges.

Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 9 of Section II and Paragraph 1. ii of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the Overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

7. Equipment and Facilities Furnished by Operator

- A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed eight per cent (8%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.
- B. In lieu of charges in Paragraph 7A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 26%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

8. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

9. Legal Expense

- A. 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 protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.
- Expenses incurred by Operator in representing the Joint Property at hearings or proceedings before state or federal regulatory or administrative agencies.

10. Taxes

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

11. 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 Workmen'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.

12. 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 incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

- i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:
 - (XX) Fixed Rate Basis, Paragraph 1A, or
 -) Percentage Basis, Paragraph 1B.

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 2A, 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 () shall not (XX) 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	\$ 5400.00	
Producing Well Rate	510.00	

- (2) Application of Overhead Fixed Rate Basis shall be as follows:
 - (a) Drilling Well Rate
 - [1] Charges for onshore drilling wells shall begin on the date the well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.
 - [2] Charges for offshore drilling wells shall begin on the date when drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location or rig is released, whichever occurs first, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days
 - [3] Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive 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, commence through date of rig release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive days.
 - (b) Producing Well Rates
 - [1] An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
 - [2] Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
 - [3] An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
 - [4] A one-well charge may be made for the month in which plugging and abandonment operations are completed on any well.
 - [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 Fields Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.



B. Overhead - Percentage Basis

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

Percent (%) of the cost of Development of the Joint Property exclusive of costs provided under Paragraph 9 of Section II and all salvage credits.

(b) Operating

Percent (%) of the cost of Operating the Joint Property exclusive of costs provided under Paragraphs 1 and 9 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 crew and equipment; 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 Account for Overhead based on the following rates for any Major Construction project in excess of \$25,000,00 :

- A. 5 % of total costs if such costs are more than \$25.000.00 but less than \$100.000.00; plus
- C. 2 % of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells shall be excluded.

3 Amendment of Rates

The Overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reason, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following bases exclusive of cash discounts:

A. New Material (Condition A)

(1) Tubular goods, except line pipe, shall be priced at the current new price in effect on date of movement on a maximum carload or barge load weight basis, regardless of quantity transferred, equalized to the lowest published price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available.

(2) Line Pipe

- (a) Movement of less than 30,000 pounds shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property where such Material is normally available.
- (b) Movement of 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph 2A (1) of this Section IV.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store or f.o.b. railway receiving point nearest the Joint Property where such Material is normally available.

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

- (1) Material moved to the Joint Property
 - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV.
- (2) Material moved from the Joint Property
 - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as new Material, or



(b) at sixty-five percent (65%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as good used Material at seventy-five percent (75%) of current new price.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material (Condition C and D)

(1) Condition (

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph 2A of this Section IV. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

All other Material, including junk, shall be priced at a value commensurate with its use or at prevailing prices. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose. Operator may dispose of Condition D Material under procedures normally utilized by the 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 and unloading costs may be charged to the Joint Account at the rate of fifteen cents (15¢) per hundred weight on all tubular goods movements, in lieu of loading and unloading costs sustained, when actual hauling cost of such tubular goods are equalized under provisions of Paragraph 5 of Section II.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

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

4. Warranty of Material Furnished by Operator

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

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

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

2. Reconciliation and Adjustment of Inventories

Reconciliation of a physical inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators within six months following the taking of the inventory. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special Inventories may be taken whenever there is any sale or change of interest 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.

4. Expense of Conducting Periodic Inventories

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

EXHIBIT "G" Insurance Provisions

ADDITIONAL INSURANCE PROVISIONS

Operator, during the term of this agreement, shall carry insurance for the benefit and at the expense of the parties hereto, as follows:

- (A) Workman's Compensation Insurance as contemplated by the state in which operations will be conducted, and Employer's Liability Insurance with limits of not less than \$1,000,000.00 per employee.
- (B) Public Liability Insurance:

 Bodily Injury and Property Damage \$1,000,000.00 single limit each occurrence.
- (C) Automobile Public Liability Insurance:

Bodily Injury \$500,000.00 each person.

\$1,000,000.00 each occurrence.

Property Damage - \$500,000.00 each accident.

(or)

Bodily Injury and Property Damage - \$1,000,000.00 combined single limit.

(D) Control of Well and Extra Expense - \$10,000,000.00 - Limit of Liability

Except as authorized by this Exhibit "D", Operator shall not make any charge to the joint account for insurance premiums. Losses not covered by Operator's insurance (or by insurance required by this agreement to be carried for the benefit and at the expense of the parties hereto) shall be charged to the joint account.

EXHIBIT "H" EQUAL EMPLOYMENT OPPORTUNITY PROVISION

During the performance of this contract, the Operator agrees as follows:

- The Operator will not discriminate against any employee or applicant for employment because of race, color, religion, national origin or sex. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided for the contractcing officer setting forth the provisions of this non-discrimination clause.
- (2) The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin or sax.
- (3) The Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Operator's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Operator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Operator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Operator's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Operator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Operator will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Operator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

Operator acknowledges that it may be required to file Standard Form 100 (EEO-I) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Operator further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply Non-Operators with a copy of such program if they so request.

CERTIFICATION OF NON-SEGREGATED FACILITIES

Operator assures Non-Operators that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. For this purpose, it is understood that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, religion, or national origin, because of habit; local custom or otherwise. It is further understood and agreed that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any location under its control where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

Operator further understands and agrees that a breach of the assurance herein contained subjects it to the provisions of the Order at 41 CFR Chapter 60 of the Secretary of Labor dated May 21, 1968, and the provisions of the equal opportunity clause enumerated in contracts between the United States of America and Non-Operators.

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U. S. C. - 1001.

MARTIN YATES, III 1912-1985 FRANK W. YATES 1936-1986



105 South Fourth Street ARTESIA, NEW MEXICO 88210 Telephone (505)748-1471 Fax (505) 748-4585 S. P. YATES
C HARBANN OF THE BOARD
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SECRETIBY
DENNIS G. KINSEY
TREASURER

January 25, 2005

Mr. Pete Martinez State Land Office State of New Mexico 310 Old Santa Fe Trail Santa Fe NM 87501

Dear Mr. Martinez:

Yates Petroleum Corporation, as operator of the proposed North Dagger Draw Upper Pennsylvanian Unit, hereby submits the Initial Plan of Operation as part of the application for final approval of the new unit.

Yates Petroleum Corporation respectfully requests your attention to this application. This is the same unit plan that was given preliminary approval on March 3, 2004. If this Initial Plan of Operation is not complete or if you need more information please let me know. My office phone number is (505) 748-4211.

Sincerely,

George H. Freeman

Reservoir Engineering Supervisor

Sey, H Free

Attachments:

- Initial Plan of Operation
- Map of proposed North Dagger Draw Upper Penn Unit

North Dagger Draw Upper Pennsylvanian Unit Initial Plan of Operation

Unit Area

- T19S R25E Sections 16,17,19-21,28-30 and 18 except for W1/2NW1/4, NE1/4NW1/4 and NW1/4NE1/4.
- Approximately 5600 acres
- Initially 101 unit wells, eventually 113 unit wells after reentries and recompletions.

Unit Area Production:	<u>oil</u>	gas	<u>water</u>	<u>WOR</u>
Cumulative	24.7 MMstb	63.5 Bcf	85.2 MMbw	3.4
Recent (11/04)	294 stbd	2215 Mcfd	6477 bwpd	22.0

General Features of Waterflood Plan

- Because of the heterogeneous nature of the Dagger Draw reservoir, the waterflood pattern will not be uniform. The plan is to inject into lower-productivity areas of the reservoir and displace oil into higher-productivity areas.
- Additional drilling is not planned for now. Potential infill drilling locations may be reevaluated after waterflood performance is established.
- The waterflood will be done in two phases as described in the report, with Phase 1 including the area in sections 18, 19, 20 and 30; and Phase 2 including the remaining sections 16, 17, 21, 28 and 29. Also, Phase 1 will be started in two smaller parts, (a) and (b), with the initial part (a) requiring approximately \$1.5 million investment and triggering the start of the "bail-out" period of six months as described in the Unit Operating Agreement. Part (b) of Phase 1 will be started after this if the Unit elects to proceed with the waterflood.
- Ultimately 21 wells will be converted to water injection as shown on the attached map.
- Injection rates and bottom-hole pressure in the injection wells will be closely monitored and limited to avoid exceeding the fracture gradient and propagating fractures in the reservoir. Injectivity and step-rate testing will determine the initial rates and pressures after the wells are converted. The wellhead pressure will initially be on vacuum.
- Sufficient produced water gathering facilities are already in place. Injection facilities will be installed as needed.
- Make-up water for injection will be available to the unit at no cost. The unit will take more water than it produces and will not need disposal capacity.

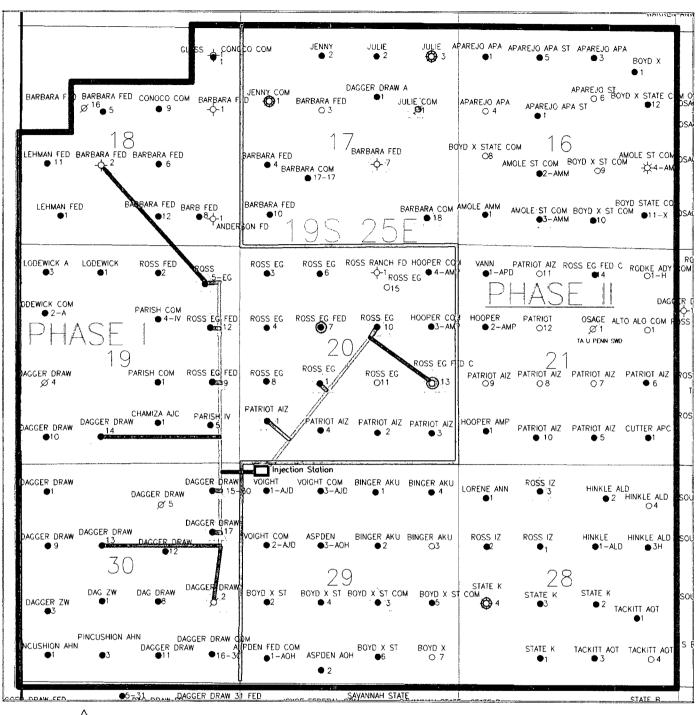
Specific Features of Waterflood Plan

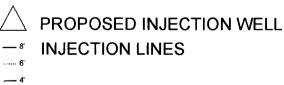
- These five wells will be converted to water injection service initially for phase 1a:
 - 1. NDDUP Unit #53, formerly Ross EG Fed Com #5
 - 2. NDDUP Unit #60, formerly Ross EG Fed Com #12
 - 3. NDDUP Unit #77, formerly Ross EG Fed Com #9
 - 4. NDDUP Unit #101, formerly Dagger Draw 30N Com #15
 - 5. NDDUP Unit #108, formerly Dagger Draw 30N Com #17
- A new water injection facility will be constructed near the existing Patriot Water Transfer Station in the southeast corner of section 20, which will supply make-up water to the project.
- Water injection lines will be laid from the new injection facility to the first five injection wells initially.
- Eleven producing wells around the phase 1a injection wells are planned to be worked over in phase 1a.
- Eight additional wells will be converted to water injection service for phase 1b, after the completion of phase 1a:
 - 1. NDDUP Unit #31, formerly Barbara Federal #2
 - 2. NDDUP Unit #63, formerly Ross EG Fed Com #10
 - 3. NDDUP Unit #73, formerly Ross EG Fed Com #13
 - 4. NDDUP Unit #75, formerly Ross EG Fed Com #1
 - 5. NDDUP Unit #82, formerly Dagger Draw 19SW Com #14
 - 6. NDDUP Unit #85, formerly Patriot AIZ Com #1
 - 7. NDDUP Unit #106, formerly Dagger Draw 30N Com #13
 - 8. NDDUP Unit #125, formerly Dagger Draw 30SE Com #2
- Injection lines will be extended to the new injection wells as they are converted. Additional pumping capacity will be added to the water injection facility.
- Fifteen additional producing wells around the phase 1b injection wells are planned to be worked over in phase 1b.

Page 3

• Eight additional wells will be converted to water injection service for phase 2, after the completion of phase 1b:

- 1. NDDUP Unit #15, formerly Dagger Draw A #2
- 2. NDDUP Unit #26, formerly Barbara Federal #7
- 3. NDDUP Unit #40, formerly Barbara 17SE Com #18
- 4. NDDUP Unit #42, formerly Amole AMM St Com #3
- 5. NDDUP Unit #43, formerly Boyd X St Com #10
- 6. NDDUP Unit #67, formerly Osage #1 SWD
- 7. NDDUP Unit #95, formerly Ross IZ #3
- 8. NDDUP Unit #122, formerly Boyd X St Com #3
- Injection lines will be extended to the new injection wells as they are converted. Additional pumping capacity will be added to the water injection facility.
- Twenty-nine additional producing wells around the phase 2 injection wells are planned to be worked over in phase 2.
- The need for additional water injection wells will be evaluated after waterflood performance is established.







	YPC	
	GED NORTH DAGGE UPPER PENN UNIT	R DRAW
Eng: G Freeman		10/27/03
*		

NORTH DAGGER DRAW UPPER PENN UNIT TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM EDDY COUNTY, NEW MEXICO

CHANGE OF WELL NAMES TO UNIT NAMES

CURRENT WELL NAME	NEW UNIT WELL NAME	SEC	LOC	FOOTAGE	UNIT TRACT
BOYD X STATE COM #1	NDDUP UNIT #1	16	NE/4	990 FNL & 990 FEL	6
APAREJO APA STATE COM #3	NDDUP UNIT #2	16	NE/4	660 FNL & 1980 FEL	7
APAREJO APA STATE COM #5	NDDUP UNIT #3	16	NW/4	660 FNL & 1980 FWL	7
APAREJO APA STATE COM#1	NDDUP UNIT #4	16	NW/4	660 FNL & 660 FWL	7
JULIE COM #2	NDDUP UNIT #6	17	NE/4	660 FNL & 1980 FEL	10
JENNY COM #2	NDDUP UNIT #7	17	NW/4	660 FNL & 1980 FWL	1
CONOCO COM #1	NDDUP UNIT #9	18	NE/4	710 FNL & 660 FEL	11a
BARBARA 18NW FEDERAL #16	NDDUP UNIT #10	18	NW/4	1980 FNL & 1980 FWL	1b
CONOCO COM #9	NDDUP UNIT #11	18	NE/4	1980 FNL & 1980 FEL	1f
DAGGER DRAW A #1	NDDUP UNIT #15	17	NE/4	1650 FNL & 1980 FEL	10a
APAREJO APA STATE COM #2	NDDUP UNIT #18	16	NW/4		8
BOYD X STATE COM #12	NDDUP UNIT #20	16	NE/4	1880 FNL & 660 FEL	$\frac{6}{6}$
AMOLE AMM STATE COM #4	NDDUP UNIT #21	16	SE/4	1980 FSL & 660 FEL	
AMOLE AMM STATE COM #2	NDDUP UNIT #23	16	SW/4	1780 FSL & 1980 FWL	8a
	NDDUP UNIT #27	17	SW/4	1650 FSL & 1650 FWL	11b
BARBARA 17SW COM #17					
LEHMAN FED COM #11	NDDUP UNIT #32	18	SW/4	1980 FSL & 660 FWL	1c
LEHMAN FED COM #1	NDDUP UNIT #33	18	SW/4	710 FSL & 990 FWL	2
BARBARA 18SE FEDERAL #12	NDDUP UNIT #35	18	SE/4	710 FSL & 1980 FEL	1a
BARBARA 18SE FEDERAL #8	NDDUP UNIT #36	18	SE/4	710 FSL & 990 FEL	1a
BARBARA 17SW COM #10	NDDUP UNIT #37	17	SW/4	780 FSL & 730 FWL	1g
BARBARA 17SE COM #18	NDDUP UNIT #40	17	SE/4	660 FSL & 760 FEL	12
AMOLE AMM STATE COM #1	NDDUP UNIT #41	16	SW/4	760 FSL & 660 FWL	8c
AMOLE AMM STATE COM #3	NDDUP UNIT #42	16	SW/4	660 FSL & 1980 FWL	8b
BOYD X STATE COM #10	NDDUP UNIT #43	16	SE/4	660 FSL & 1980 FEL	6c
BOYD X STATE COM #11	NDDUP UNIT #44	16	SE/4	810 FSL & 730 FEL	6d
RODKE AOY COM #1-H	NDDUP UNIT #45H	21	NE/4	660 FNL & 660 FEL	26
ROSS EG FEDERAL COM #14	NDDUP UNIT #46	21	NE/4	660 FNL & 1980 FEL	3h
VANN APD #1	NDDUP UNIT #48	21	NW/4	660 FNL & 660 FWL	30
HOOPER AMP COM #4	NDDUP UNIT #49	20	NE/4	660 FNL & 660 FEL	19
ROSS EG FEDERAL #6	NDDUP UNIT #51	20	NW/4	660 FNL & 1980 FWL	3b
ROSS EG FEDERAL #3	NDDUP UNIT #52	20	NW/4	660 FNL & 660 FWL	3b
ROSS EG FEDERAL COM #5	NDDUP UNIT #53	19	NE/4	860 FNL & 860 FEL	3
ROSS EG FEDERAL COM #2	NDDUP UNIT #54	19	NE/4	660 FNL & 1980 FEL	3
LODEWICK A COM #1	NDDUP UNIT #55	19	NW/4	660 FNL & 1980 FWL	14
LODEWICK A COM #3	NDDUP UNIT #56	19	NW/4	660 FNL & 660 FWL	15
LODEWICK A COM #2	NDDUP UNIT #57	19	NW/4	1650 FNL & 660 FWL	16
PARISH IV COM #4	NDDUP UNIT #59	19	NE/4	1780 FNL & 1980 FEL	13
ROSS EG FEDERAL COM #12	NDDUP UNIT #60	19	NE/4	1980 FNL & 660 FEL	3
ROSS EG FEDERAL #4	NDDUP UNIT #61	20	NW/4	1980 FNL & 660 FWL	3b
ROSS EG FEDERAL COM #10	NDDUP UNIT #63	20	NE/4	1980 FNL & 1980 FEL	3с
HOOPER AMP COM #3	NDDUP UNIT #64	20	NE/4	1980 FNL & 660 FEL	20,21,22
HOOPER AMP #2	NDDUP UNIT #65	21	NW/4	1980 FNL & 660 FWL	31
PATRIOT AIZ #11-H	NDDUP UNIT #66H	21	NW/4	1880 FNL &1880 FWL	29
OSAGE #1 SWD	NDDUP UNIT #67	21	NE/4	1980 FNL & 1980 FEL	28
PATRIOT AIZ #6-H	NDDUP UNIT #69H	21	SE/4	1980 FSL & 660 FEL	35
ROSS EG FEDERAL COM #1	NDDUP UNIT #75	20	SW/4	1980 FSL & 1980 FWL	3e
ROSS EG FEDERAL COM #8	NDDUP UNIT #76	20	SW/4	1980 FSL & 660 FWL	3d
ROSS EG FEDERAL COM #9	NDDUP UNIT #77	19	SE/4	1980 FSL & 660 FEL	3a
PARISH IV COM #1	NDDUP UNIT #78	19	SE/4	1980 FSL & 1980 FEL	18a
DAGGER DRAW 19SW #4	NDDUP UNIT #80	19	SW/4	1980 FSL & 660 FWL	17
DAGGER DRAW 19SW #10	NDDUP UNIT #81	19	SW/4	660 FSL & 660 FWL	18
DAGGER DRAW 19SW #14	NDDUP UNIT #82	19	SW/4	660 FSL & 1980 FWL	18
CHAMIZA AJC COM #1	NDDUP UNIT #83	19	SE/4	990 FSL & 1980 FEL	14a
PARISH IV COM #5	NDDUP UNIT #84	19	SE/4	915 FSL & 660 FEL	13a
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CURRENT WELL NAME	NEW UNIT WELL NAME	SEC	LOC	FOOTAGE	UNIT TRACT
PATRIOT AIZ COM #1	NDDUP UNIT #85	20	SW/4	990 FSL & 660 FWL	25a
PATRIOT AIZ COM #4	NDDUP UNIT #86	20	SW/4	810 FSL & 1980 FWL	25
PATRIOT AIZ COM #2	NDDUP UNIT #87	20	SE/4	760 FSL & 1980 FEL	24
PATRIOT AIZ COM #3	NDDUP UNIT #88	20	SE/4	760 FSL & 660 FEL	23
HOOPER AMP #1	NDDUP UNIT #89	21	SW/4	820 FSL & 660 FWL	33,34
PATRIOT AIZ #10-H	NDDUP UNIT #90	21	SW/4	660 FSL & 1980 FWL	32
PATRIOT AIZ #5	NDDUP UNIT #91	21	SE/4	660 FSL & 1980 FEL	35a
CUTTER APC #1	NDDUP UNIT #92	21	SE/4	660 FSL & 660 FEL	36,37
HINKLE ALD #2	NDDUP UNIT #94	28	NE/4	800 FNL & 1650 FEL	38a
ROSS IZ #3	NDDUP UNIT #95	28	NW/4	660 FNL & 1980 FWL	39
LORENE ANN #1	NDDUP UNIT #96	28	NW/4	810 FNL & 660 FWL	40
BINGER AKU #4-H	NDDUP UNIT #97H	29	NE/4	660 FNL & 660 FEL	44
BINGER AKU # 1	NDDUP UNIT #98	29	NE/4	660 FNL & 1980 FEL	46
VOIGHT AJD COM #3	NDDUP UNIT #99	29	NW/4	660 FNL & 1980 FWL	47,48,49
VOIGHT AJD COM #1	NDDUP UNIT #100	29	NW/4	660 FNL & 660 FWL	50
DAGGER DRAW 30N COM #15	NDDUP UNIT #101	30	NE/4	660 FNL & 660 FEL	13b
DAGGER DRAW 30N COM #5	NDDUP UNIT #102	30	NE/4	990 FNL & 1980 FEL	4b
DAGGER DRAW 30N COM #9	NDDUP UNIT #105	30	NW/4	1980 FNL & 660 FWL	4e
DAGGER DRAW 30N COM #13	NDDUP UNIT #106	30	NW/4	1980 FNL & 1980 FWL	4d
DAGGER DRAW 30N COM #12	NDDUP UNIT #107	30	NE/4	2130 FNL & 1800 FEL	4c
DAGGER DRAW 30N COM #17	NDDUP UNIT #108	30	NE/4	1665 FNL & 660 FEL	13c
VOIGHT AJD COM #2	NDDUP UNIT #109	29	NW/4	1980 FNL & 660 FWL	51
ASPDEN AOH FEDERAL COM #3	NDDUP UNIT #110	29	NW/4	1980 FNL & 1980 FWL	4
BINGER AKU #2	NDDUP UNIT #111	29	NE/4	1980 FNL & 1980 FEL	44a,45
ROSS IZ #2	NDDUP UNIT #113	28	NW/4	1980 FNL & 660 FWL	41
ROSS IZ #1	NDDUP UNIT #114	28	NW/4	1980 FNL & 1980 FWL	41,42
HINKLE ALD #1	NDDUP UNIT #115	28	NE/4	1980 FNL & 1980 FEL	38a
HINKLE ALD #3-H	NDDUP UNIT #116H	28	NE/4	1980 FNL & 660 FEL	38
TACKITT AOT #1	NDDUP UNIT #117	28	SE/4	1650 FSL & 990 FEL	43
TACKITT AOT #2	NDDUP UNIT #118	28	SE/4	1980 FSL & 1980 FEL	43
STATE K #3-H	NDDUP UNIT #119	28	SW/4	1980 FSL & 1980 FWL	9a
BOYD X STATE COM #5	NDDUP UNIT #121	29	SE/4	1980 FSL & 660 FEL	6f
BOYD X STATE COM #3	NDDUP UNIT #122	29	SE/4	1980 FSL & 1980 FEL	6f
BOYD X STATE COM #4	NDDUP UNIT #123	29	SW/4	1980 FSL & 1980 FWL	6e
BOYD X STATE COM #2	NDDUP UNIT #124	29	SW/4	1980 FSL & 660 FWL	6e
DAGGER DRAW 30SE COM #8	NDDUP UNIT #126	30	SE/4	1980 FSL & 1980 FEL	4f
DAGGER ZW #1	NDDUP UNIT #127	30	SW/4	1980 FSL & 1980 FWL	52
DAGGER ZW #3	NDDUP UNIT #128	30	SW/4	1730 FSL & 660 FWL	52
PINCUSHION AHN #1	NDDUP UNIT #129	30	SW/4	660 FSL & 660 FWL	53
PINCUSHION AHN #3	NDDUP UNIT #130	30	SW/4	660 FSL & 1980 FWL	53
DAGGER DRAW 30SE FED COM #11	NDDUP UNIT #131	30	SE/4	660 FSL & 1980 FEL	5
DAGGER DRAW 30SE FED COM #16	NDDUP UNIT #132	30	SE/4	660 FSL & 660 FEL	4f
ASPDEN AOH FEDERAL COM #1	NDDUP UNIT #133	29	SW/4	660 FSL & 660 FWL	4a
ASPDEN AOH FEDERAL COM #2	NDDUP UNIT #134	29	SW/4	330 FSL & 1980 FWL	4a
BOYD X STATE COM #6	NDDUP UNIT #135	29	SE/4	660 FSL & 1980 FEL	6f
STATE K #1	NDDUP UNIT #138	28	SW/4	660 FSL & 1980 FWL	9b
TACKITT AOT #3	NDDUP UNIT #139	28	SE/4	660 FSL & 1980 FEL	43

North Dagger Draw Upper Penn Unit Township 19 South, Range 25 East, NMPM Eddy County, New Mexico

COMM AGREEMENTS TO EXPIRE AT IMPLEMENTATION OF NORTH DAGGGER DRAW UPPER PENN UNIT

Comm Number	Location	Section		Acres	Formation
Aparejo APA State Com Well #3	T19S-R25E, NMPM	16	NE/4	160.00	Canyon
Aparejo APA State Com Well #1	T19S-R25E, NMPM	16	NW/4	160.00	Canyon
Amole AMM State Com Well #1	T19S-R25E, NMPM	16	SW/4	160.00	Canyon
Boyd X State Com Well #10	T19S-R25E, NMPM	16	SE/4		Canyon
NMNM 85326	T19S-R25E, NMPM	17	NW/4		Cisco Canyon
NMNM 85310	T19S-R25E, NMPM	17	SW/4		Cisco Canyon
NMNM 91021	T19S-R25E, NMPM	17	SE/4	160.00	Canyon (Upper Penn)
NMNM 82108	T19S-R25E, NMPM	18	NE/4	160.00	Cisco Canyon-Upper Penn
SCR 461	T19S-R25E, NMPM	18	SW/4	162.49	Cisco Canyon-Upper Penn
NM 061P35-87C421	T19S-R25E, NMPM	19	NE/4	160.00	Cisco Canyon-Upper Penn
NMNM 72604	T19S-R25E, NMPM	19	SE/4	160.00	Cisco Canyon-Upper Penn
NMNM 88481	T19S-R25E, NMPM	20	NE/4	160.00	Canyon
NMNM 82094	T19S-R25E, NMPM	20	SW/4	160.00	Canyon
NMNM 90973	T19S-R25E, NMPM	20	SE/4	160.00	Canyon
NMNM 94466	T19S-R25E, NMPM	21	NE/4	160.00	Canyon
NMNM 84612	T19S-R25E, NMPM	29	NW/4	160.00	Canyon Field
NMNM 88509	T19S-R25E, NMPM	29	SW/4	160.00	Canyon
NMNM 82109	T19S-R25E, NMPM	30	NE/4	159.64	Cisco Canyon-Upper Penn
SCR 462	T19S-R25E, NMPM	30	SW/4		Cisco Canyon-Upper Penn

NDDUP Unit Comm Agreements to Expire Susan Vierra 1-21-05

North Dagger Draw Upper Penn Unit Status of Leases

Township 19 South, Range 25 East, N. M. P. M.

Section 16: All Section 17: All

Section 18: Lots 3, 4, E/2SW/4, SE/4NW/4, SW/4NE/4, E/2NE/4, SE/4

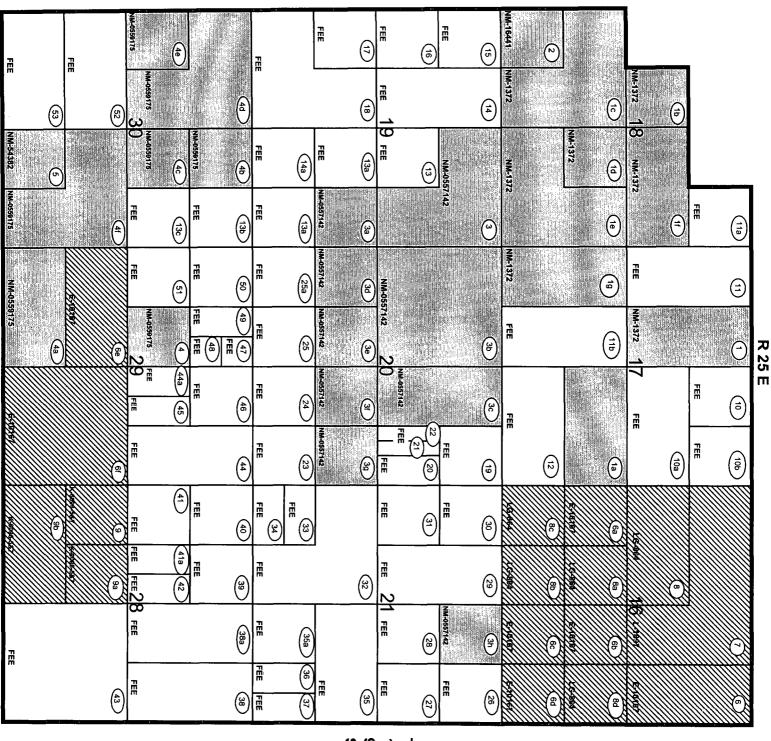
Section 19: All Section 20: All Section 21: All Section 28: All Section 29: All Section 30: All

Eddy County, New Mexico

Containing 5,612.95 Acres, more or less

All Leases are Held by Production

Lease	Acres in Unit	Percent of Unit
Federal	1805.17	32.16%
State	1040.00	18.53%
<u>Fee</u>	<u>2767.78</u>	<u>49.31%</u>
Total	5612.95	100.00%



S 9

Fee Land State Land

Federal Land

EDDY COUNTY, NEW MEXICO

Scale: 2.5 inches = 1 mile All Leases are Held by Production

100.00%	5612.95	Total
	1	
49.31%	2767.78	Fee
		I
18.53%	1040.00	State
32.10%		0000
22 16		Foders
Percent	Acres	Lease
Percent	Acres	

YATES PETROLEUM CORPORATION

EXHIBIT "A"

NORTH DAGGER DRAW

UPPER PENN UNIT

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&	7	6f	6e	6d	6c	6b	6a	6	5	4f	4e	4d	4c	4b	4 a	4	3h	3g	3f	3e	3d	<u>ვ</u>	3b	3a	ω	2	1g	1f	1e	1d	1c	ð	1 a	<u> </u>
80.00	160.00	160.00	80.00	40.00	40.00	40.00	40.00	80.00	40.00	120.00	41.35	121.33	40.00	40.00	80.00	40.00	40.00	40.00	40.00	40.00	40.00	80.00	160.00	40.00	120.00	41.22	80.00	80.00	120.00	40.00	121.27	40.00	80.00	80.00
State	State	State	State	State	State	State	State	State	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal						
28	27	26	25a	25	24	23	22	21	20	19	18	17	16	15	14a	14	13c	13b	13a	13	12	11b	11a	11	10b	10a	10	9b	9a	9	8d	8c	8b	8a
40.00	40.00	40.00	40.00	40.00	40.00	40.00	10.00	10.00	20.00	40.00	121.30	41.27	41.24	41.21	40.00	80.00	40.00	40.00	80.00	40.00	80.00	80.00	40.00	80.00	40.00	80.00	40.00	80.00	40.00	40.00	40.00	40.00	40.00	40.00
Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	State						
						53	52	51	50	49	48	47	46	45	44a	44	43	42	41a	41	40	39	38a	38	37	36	35a	35	34	33	32	31	30	29
						81.39	81.37	40.00	40.00	20.00	10.00	10.00	40.00	20.00	20.00	80.00	160.00	20.00	20.00	40.00	40.00	40.00	80.00	80.00	20.00	20.00	40.00	80.00	20.00	20.00	120.00	40.00	40.00	80.00
						Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee

100.00%	5612.95	Total
49.31%	2767.78	Fee
18.53%	1040.00	State
32.16%	1805.17	Federal
Percent	Acres	Lease

EXHIBIT "B"
SCHEDULE OF OWNERSHIP
SCHEDULE SHOWING ALL LANDS AND LEASES WITHIN THE NORTH DAGGER DRAW UPPER PENN UNIT
EDDY COUNTY, NEW MEXICO

80.00	1a 80.00	1b 40.00	fc 12	1d 40.00	10 12	11 80.00
80.00 TOWNSHIP 19 SOUTH RANGE 25 EAST, NMPM SECTION 17: E/2NW/4.	00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NIMPM SECTION 17: NIZSE/4	00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 18: SE/ANW/4	121.27 TOWNISHIP 19 SOUTH, PANGE 25 EAST, IMPM SECTION 18: LOT 3 (NW/45W/4), E/25W/4	00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 18: NW/ASE/4	120.00 TOWNSHIP 19 SOUTH, PANGE 25 EAST, NAPM, SECTION 18: NEJESEA, SZSE/A	00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 18: S/ZNE/4
90.000000 NM-1372 FEDERAL - HBP	80.000000 NM-1372 FEDERAL - HBP	40.00000 NAA-1372 FEDERAL - HBP	121.270000 NM-1372 FEDERAL - HBP	40.00000 NM-1372 FEDERAL - HBP	120.00000 NM-1372 FEDERAL - HBP	80.00000 NM-1372 FEDERAL - HBP
NM-1372 FEDERAL - HBP	L- HBP	L- HBP	r- HBb	L- HBP	L- HBP	L. HBB
L.C. JOHNSON	L.C. JOHNSON	L.C. JOHNSON	L.C. JOHNSON	L.C. JOHNSON	L.C. JOHNSON	L.C. JOHNSON
100.000000 lUSA	100.000000 USA	100.000000 USA	100.000000 USA	100.000000 USA	100.000000 JUSA	100.000000 USA
						·
12.500000 ROTE TO COLOR	12.500000 BA	12.50000 Ba	12.500001 (C) (C) (C) (C) (C) (C) (C) (C) (C) (C)	12.50000 BJ CC CC FF FF FF FF FF FF FF FF FF FF FF	12.500000 Bu CO CO EFF EFF EFF EFF EFF EFF EFF EFF	12.500000 12.500000 12.500000 12.5000000000000000000000000000000000000
BATES, SELMA L CHAMBERS, LOLUE DEE KING, ESTATE CHAMBERS, ROBERT E., JR. DAWSON, NEVA CHAMBERS FREEMAN, ALICE ANN HANKS LEA CORPORTION LEA CO	IE DEE KING, ESTATE TAMBERS AANHEANKO N STE CHAMBERS N MANAGEMENT, INC. #1	BATTES, SELMAL CHAMBERS, LOUILE DEE KING, ESTATE CHAMBERS, ROBERT E. JR. DAWYSON, NEVA CHAMBERS, FREEMAN, ALUCE ANNI HANGS LEA CORPORATION LES COMBE, CELESTE CHAMBERS, DAYNE, JOHNSTON MANAGEMENT, INC. #1 PAYNE, JOHNSTON MANAGEMENT, INC. #2 PROBANDT, W. T. ROUTH, A. M.	BATES, SELMA L CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. DANYSON, NEVA CHAMBERS, FREEMAN, ALCIC ARNI HANKS LEA CORPORATION LEA CORPORATION LES COMBERS LES C	BATES SELMAL CHAMBERS LOUILE DEE KING ESTATE CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. DAWYSON' NEVA CHAMBERS FREEMAN, ALUCE ANN HANNS LEA CORPORATION LES COMBE, CELESTE CHAMBERS LES COMBE, CELESTE CHAMBERS PAYNE-JOHNSTON MANAGEMENT, INC. #1 PAYNE-JOHNSTON MANAGEMENT, INC. #2 PROBANDT, W. T. PROBANDT, W. T. PROBANDT, W. T. ROUTH, Y. M. ROUTH, Y. M.	BATES, SELMA L CHAMBERS, TOLLE DEE KING, ESTATE CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. LEA CORPORATION LES CONNEC, CELESTE CHAMBERS, LEA CORPORATION LES CONNEC, CELESTE CHAMBERS LES CONNEC, CONNEC, CONNEC, CONNEC, CONNEC, CELESTE PAYNES, JOHNSTON MANAGEMENT, INC. #12 PROBANDT, W. T. ROUTH, Y. M. ROUTH, Y. M. ROUTH, Y. M. ROUTH, Y. M. ROUTH, Y. M.	BATES, SELMAL GHAMBERS, LOUILE DEE KING, ESTATE CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. FREEMAN, AUCE SAN HANGS LEA CORPORATION LEA CORPORATION LEPSCOMBE, CELESTE CHAMBERS, LEA CORPORATION LEPSCOMBE, COLLESTE CHAMBERS, LEPSCOMBE, COLLES
	0 781260 0 425780 0 141830 0 143500 0 743500 1 562500 0 141830 0 141830 3 125000 3 125000 3 906240	2.343750 YA 2.408750 2.148250 0.156250 0.743500 1156250 0.156250 0.156250 0.156250 0.156250 1.162800 1.162800 1.16280		2.3437 0.4687 0.1562 0.1562 0.7434 1.5625 0.1562 3.1250 3.1250 3.1250 2.3437	2 3437 0 4687 0 1562 0 7434 1 5625 0 1562 3 1250 3 1250 3 1250 3 1250 3 1250	2.343750 ES 0.489750 SH 0.156250 FV 0.705320 VV 0.705320 VV 0.156250 VV 0.156250 VV 0.1562500 VV
0.781290 ESTATE OF LILLIE M. YATES 0.425780 SHARBRO OIL LIMITED COMPANY 0.441290 TRUST O LUWIO PEGGY A. YATES 0.441990 YATES DRILLING COMPANY 0.743450 YATES PETROLEUM CORPORATION 0.743450 YATES PETROLEUM CORPORATION 0.743450 YATES LOHN A. 0.6419300 0.7125000 0.7125000 0.7125000	GENATE OF LILLE M. YATES SHARBRO OIL LIMITED COMPANY TRUST Q LIWIO PEGGY A. YATES YATES RETROLEUM CORPORATION YATES, JOHN A.	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	SO JESTATE OF LILLIE M. YATES SO SHARBRO OIL LIMITED COMPANY SO TRUST Q LUWIO PEGGY A. YATES SO YATES DRILLING COMPANY BO YATES PETROLE MICORPORATION OF YATES, JOHN A. OF THE SET OF THE STATE OF THE	YATES PETROLEUM CORPORATION	SOJESTATE OF LILLE M. YATES SOJESTATE OF LILLE M. YATES SOJENATES TO JUM/JO PEGGY A. YATES SO YATES DRILLING COMPANY DO YATES PETROLEUM CORPORATION DO YATES, JOHN A. SOJESTATES JOHN A. SOJESTATES STREAM CORPORATION DO JOHN A. SOJESTATES JOHN A. SOJESTATES JOHN A. SOJESTATES STREAM CORPORATION DO JOHN A. SOJESTATES JOHN A. SOJESTATES JOHN A. SOJESTATES JOHN A. SOJESTATES JOHN A. SOJESTATE OF LILLE M. YATES SOJESTATE OF
1,041700 OPERATING 1,041700 AGREEMENT 1,041800 CONCOC, INC. 2,083300 JENNY COM 1, 2 83,750000 SECTION 17: NW/4 1,041700 403-5-Y2 4-1-1983	1.041700 OPERATING 1.041700 AGREEMENT 1.041800 CONOCO, INC. 2.083300 SECTION 17: SE/4 93.750000 403-5-AB 4-1-1983 1.041700	100.000000 OPERATING AGREEMENT SECTION 18: NW/4 JOHNSTON / HANKS (SEE D O OPNION) 401-209-G 1-18-1971	100.000000	8.33334 8.33334 8.33333 16.68666 50.00000 8.33334	100,000000	0.520835 OPERATING 0.520835 OREGEMENT 0.520830 CONOCO, INC. 1.041670 SECTION 18: NE.4 96.875000 403-5L 27-1990 0.520830

40.00			40.00	120.00		80.00	# ACRES
TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMNPM SECTION 20: NW/4SW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 20: W/ZNE/4		TOWNSHIP 19 SOUTH, RANGE 25 EAST, NIMPM SECTION 19: NE/4/SE/4				OF LANDS
FEDERAL - HBP			40.000000 NM-0557142 FEDERAL - HBP				EXPRIATION DATE
VATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	L C. JOHNSON	AND PERCENTAGE
100.000000 USA		100.000000 USA	100.000000 (USA	100.000000 USA	TOO COMMOND CLYA		AND PERCENTAGE
12.50000 JUDISON PROPERTIES, LTD KOCJERGENE MITTERPRISES FAMILY LA CORPORATION AUCK, STEPHEN E MARTINILIVING TRUST 0.0000000000000000000000000000000000	12 50000) JUDSON PROPERTIES; ITD. KOCHERGEN EINTERPRISES FAMILY LAJ CORPORATION LAUCK, STEPHEN E MARTIN LIVING TRUST	12.50000 JUDSON PROPERTIES, LTD KOCHERGEN ENTERPRISES FAMILY LAJ CORPORATION LAJOX, STEPHEN E MARTIN LIVING TRUST	12.50000 CONE, TOM R. JUDGON PROPERTIES, LTD KOCHERGEN ENTERPRISES FAMILY LAU CORPORATION ALICK, STEPHENE MARTIN LIVING TRUST MARTIN LIVING TRUST	-1	CHAMBERS, IDLILE DE KINK, ESTATE DAWISON, NEW W. CHAMBERS HUNTINGTON ENERGY, L.C. LIPSCOMBE. CELESTE CHAMBERS OSCUPA RESOURCES INC. ROBERTS, MIGE H.	ROUTH A M. 12.500000 BATES: SELMA L. CHAMBERS, LOLLE DEE KING, ESTATE, CHAMBERS, COBERT E. JR. CHAMBERS, SOBERT E. JR. DAWSON; NEVA CHAMBERS, FREEMAN, ALICE ANN HANKS LEA CORPORATION LIPSCOMBE: CELESTIE CHAMBERS, PAYNE-JOHNSTON MANAGEMENT, INC.#1 PAYNE-JOHNSTON MANAGEMENT, INC.#2 PROBANDT, W. T. PROUTH A M.	AND PERCENTAGE
50000 416660 416660	0.419670 ABO PETROLEUM CORPORATION 0.419670 HOLLYMOCK, LTD 0.419690 HOLLYMOCK, LDN W. 2.500000 LODEWICK, LJURA, PATRICIA 0.419690 MYCO INDUSTRIES, INC. 0.419690 MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY SACRAMENTO PARTNERS LIMITED SPIRAL, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	0.416670 2.500000 0.416670 2.500000 0.416660	0.069933 0.416670 2.50000 0.416670 2.50000 0.416670	0.416670 2.500000 0.416670 2.500000 0.416670	0.176042 0.176042 0.476042 0.476042 0.476042 0.476042 1.500000 1.500000	0.781260 0.425780 0.425780 0.141920 0.743450 0.743450 0.141930 0.141930 0.141930 0.141930 0.141930 0.141930 0.141930 0.141930	AND PERCENTAGE
3.821470 (DEERATING 0.004130 ARREMENT 0.00430 SECTION 20: S/2 0.004850 401-202-A 4-16-1975 1.172490 0.527620 1.172490 0.527620 1.172490 0.063710 0.703500 0.016770 0.468990 0.016770 0.468990 0.016770 0.04130 0.004130		100.000000	0.840000 0.560000 0.840000 0.837509 0.280000 0.468751 1.050000 3.251900 0.66536 0.66366 0.837500 12.500000 7.306256 1.352500 1.39523 1.39523 1.39523	100.000000) OPERATING AGREEMENT ROSS EG FED COM #2 SECTION 19: NE/4 401-202-U 5-20-1986		1.041700 OPERATING 1.041700 AGREEMENT 1.041600 CONOCO., IV. 2.083300 BARBARA FEDERAL 10 93.750000 BECTION 17: SW/4 1.041700 403-5-X 4-1-1993	ZETEXENCE

3h 40.00	40.00	31 40.00		# ACRES
TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 21: NW/4NE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 20: NEASEA	TOWNSHIP 18 SOUTH, RANGE 25 EAST, NAMPM SECTION 20: NW/4SE/4	TIOWNISHIP 19 SOUTH, RANGE 25 EAST, INIPM SECTION 20: NE/4SW/4	OF LANDS
40.000000	40.000000	40.000000	40,00000	ACRES
NM-0557142, OCOTILLO PETROLEUM NM-401-202 FEDERAL - HBP	NM-0557142, OCOTILLO PETROLEUM NM-401-202 FEDERAL - HBP	FEDERAL - HBP	40.000000 NIM-0557142 FEDERAL - HBP	SERIAL NUMBER AND EXPRIATION DATE
VATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	AND PERCENTAGE
100.000000 USA	100.000000 USA	100.000000i USA	100 000000 USA	A. B.
Ď.	>	>		AND PERCENTAGE
12.50000 JUDSON PROPERTIES, LTD KOCHERGEN ENTERPRISES FAMILY LAU CORPORATION LAUCK, STEPHENIE. MARTIN LIVING TRUST,	12.50000 JUDSON PROPERTIES; LTD. KOCHERGEN ENTERPRISES FAMILY KOCHERGEN ENTERPRISES AMOUNT STEPHENE MARTIN LUNIOG TRUST	- "是是原文基础 数据的数数表示是一点正确性。" - 我们上的"我们是是这种特别" (Ed. 1919 No. 19	12.50000 JUDSON PROPERTIES, LTD. KÖCHERGEN ENTERPRIES FAMILY LA CORPORATION LAUCK, STEPHEN E MARTIN LUNING TRUST	OVERRIDING ROYALTY AND PERCENTAGE
0.416680 A 2.500000 EE 0.416680 M 2.500000 N 0.416680 S	26,500,000 B	2.500000 B 0.416860 B 0.416860 B 0.416860 B 0.00000 B 0.00000 B 0.000000 B 0.0000000 B 0.00000000 B 0.0000000000		
0,41680) ABO PETROLEUM CORPORATION (2,250000) ESTATE OF LILLIE M. YATES (3,41680) MYO INDUSTRIES, INC. (2,500000) NEARBURG EXPLORATION COMPANY (3,41680) SACRAMENTO PARTNERS LIMITED	2016869 ABD PETROLEUM CORPORATION 2016869 BROWN BROTHERS HARRIMAN TRUST 2016809 BUNN, FRANCES B 2016809 BUNN, PRANCES B 2016809 BROWN BROW	60 BROWN BROTHERS HARRIMAN TRUST 60 BUNN, FOARCES B. 60 BUNN, FOARCES B. 60 BUNN, FOARCES B. 60 BUNN, FOARCES C. COLL, CHARLES H. COLL, CHARLES H. COLL, CHARLES H. COLL, JON F. COLL, JON F. COLL, JON F. COLL, MAX W. II COLL, MAX W. II COLL, MAX W. II COLL, MAX W. II COLL, SALLY RODGERS BETTATE OF LILLE M. YATES GENDROW, J. W. GENDROW, TREES GENDROW, DAVID GENDROW, J. W. GENROW, J. W. GENDROW, J. W. GENDROW, J. W. GENDROW, J. W. GENDROW,	10.419890 ABO PETROLEUM CORPORATION 172.500000 COLL, CHARLES H. 172.500000 COLL, CHARLES C. 172.500000 COLL, CHARLES C. 172.500000 COLL, CHARLE C. 172.500000 COLL, CHARLE C. 172.500000 COLL, CHARLE C. 172.500000 COLL, CHARLE C. 172.500000 COLL, MAX W. III 172.5000000000000000000000000000000000000	AND PERCENTAGE
2.187500 OPERATING 0.130210 AGREEMENT 2.187500 ALTO AOL COM #1 46.093750 SECTION 21: NE/4 0.280418 401-202-X 8-23-1994	_	Φ.	3.819445 OPERATING 1.171975 AGREEMENT 0.527243 SECTION 20: S/2 0.527243 O1-202-A 4-16-1975 1.171875 0.083671 0.083675 0.016760 0.16760 0.16760 0.16760 0.16760 0.16760 0.16760 0.16760 0.16760 0.168750 0.16760 0.168750	RETERENCE

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TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 30: SW/4SE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMPM SECTION 30: NZSE/4, SE/4SE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 30: LOT 2 (SW/4NW/4)	TOWNSHIP 19 SOUTH, RANGE 25 EAST, IMPM SECTION 30: LOT 1 (NW/4NW/4), E/2NW/4	TOWNSHP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 30: SWIANE/A	TOWNSHIP 18 SOUTH, RANGE 25 EAST, NAPM SECTION 30: NW/4NE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 29: S/ZSW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 29: SE/ANW/4.	OF LANDS
40.000000 NM-54382 FEDERAL - HBP	120.000000 NM-0559175 FEDERAL - HBP	41.350000 NM-0559175 FEDERAL - HBP	121.330000	40.00000	40.000000 IMA-0559175 FEDERAL - HBP			EXPRIATION DATE
NEARBURG EXPLORATION COMPANY	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROELUM	VATES PETROLEUM CORPORATION	AND PERCENTAGE
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NONE	BETTY ANDERSON ASPOEN FAMILY CHAMBERS I COLUE DEE KING, ESYATE CHAMBERS, ROBERT E. TH DAWSON NEVA CHAMBERS FREEMAN, ALICE ANN HANKS LIPSCOMBE, CLESTE CHAMBERS PROBANDT, W. T. VATES PETROLEUM CORPORATION VATES PETROLEUM CORPORATION	BETTY, ANDERSON ASPDEN FAMILY CHAMBERS, IOLLIE DEE KING, ESTATE CHAMBERS, ROBERT E. JR, DAWSON, NEVA CHAMBERS, FREEMAN, ALICE ANN HANKS LIPSCONBE: CELESTE CHAMBERS, PROBANDT, W.T. VALTES PETROLEUM CORPORATION. VALTES PETROLEUM CORPORATION.	BETTY ANDERSON ASPDEN FAMILY. CHAMBERS HOURE DEE KING: ESTATE CHAMBERS: ROBERT E. JR. DAWSON, NEVA CHAMBERS FREEMAN, ALICE ANN HANKS LIPSCOMBE. CELESTE CHAMBERS PROBANDT, W. T. YATES PETROLEUM CORPORATION	BETTY/ANDERSON ASPDEN FAMILY CHAMBERS: FOLIE DE KING ESTATE CHAMBERS: ROBERT E TR DAWSON NEVA CHAMBERS FREEMAN, ALICE ANN HANKS LIPSCOMBE. CELESTE CHAMBERS PROBANIT, W. T. YATES PETROLEUM CORPORATION TATES PETROLEUM CORPORATION	BETTY ANDERSON ASPDEN FAMILY CHAMBERS (FOLIE DE KING ESTATE CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. CHAMBERS, ROBERT E. JR. FREMAN, AICK CHAMBERS FREMAN, AICK CHAMBERS FROBANDT, W. T. VALES PETROLELIM CORPORATION	BETTY ANDERSON ASPDEN FAMILY	BETTY ANDERSON ASPOEN FAMILY	AND PERCENTAGE TOM BROWN, INC.
AUVENSHI CONE, KAT CONE, KAT CONE, KAT CONE, KEN CONE, RAN CONE, TON	45,000000 ALVENSHINE CHLIDREN'S 10,000713 (COME, KATHLEEN TRUST, DECD (BOO) 10,105001 (COME, KATHLEEN TRUST, DECD (KGC) 10,105001 (COME, RANDY LEE 10,105001 (COME, RANDY LEE 10,105001 (COME, RANDY LEE 10,105001 (COME, RANDY LEE 10,105001 (COME)	15.00000 ALVENSHINE CHILDREMS 0.237530 CONE. KATHLEEN TRUST, DEC'D (BOO) 0.035730 CONE. KATHLEEN TRUST, DEC'D (KGC) 0.035840 CONE. KENNETH G. 0.03570 CONE. CANDY LEE 0.035870 CONE. TOMAY LEE 0.035870 CONE. TOMAY LEE 0.035870 CONE. TOMAY CONETHER S. IMITED 1.250000 SACRAMENTO PARTNERS LIMITED	5.000000 ALVENSHINE CHILDREN'S 0.257530 CONE, KATHLEEN TRUST, DECD (BOO) 0.065840 CONE, KATHLEEN TRUST, DECD (KGC) 0.065840 CONE, KENNETH G. 0.055700 CONE, RANDY LEE 0.065940 CONE, TOM R. 0.055940 C		2.500000) AUVENSHINE CHILDREN'S 20.257530 (CONE, KATHLEEN TRUST, DEC'D (ROC) 20.085840 (CONE, KATHLEEN TRUST, DEC'D (KGC) 20.0858940 (CONE, RANDY LEE 20.0858940 (SACRAMENTO PARTNERS LIMITED 20.082080 (SPIRAL, INC. 20.082080 (SPIRAL, INC.		FIRST POLLUM CORPORATION FIRST ROSWELL COMPANY HOLLYMOOK, I TO LODEWICK, JOHN W. LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY SACRAMENTO PARTNERS LIMITED SPIRAL, INC. SPIRAL, INC. YATES DRILLING COMPANY YATES DRILLING COMPANY YATES PRICHING COMPANY YATES PRICHING COMPANY YATES PRICHING COMPANY YATES TROLEUM CORPORATION	AND PERCENTAGE 3.3.000000 SHARBRO OIL LIMITED COMPANY WATES SPILLING COMPANY VATES SETROL ELIM CORPORATION
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UNIT PETROLEUM COMPANY	AMERICAN NATIONAL PETROLEUM CO.	BP AMERICA PRODUCTION COMPANY	NEARBURG EXPLORATION COMPANY		NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY	YATES PETROLEUM CORPORATION	AND PERCENTAGE
100,000000 COMMISSIONER OF PUBLIC LANDS	100 000000 COMMISSI	100.000000		COMMISSIONER OF PUBLIC	100,000000 COMMISSIONER OF PUBLIC LANDS	100.000000 COMMISSIONER OF PUBLIC LANDS	100,000000 COMMISSIONER OF PUBLIC LANDS	100.000000 COMMISSIONER OF PUBLIC LANDS		AND PERCENTAGE
12.50000 NORMAN, ELIZABETH J., TRUSTEE	12.500001 NONE	12.500000 NICVEE	12.50000 NONE		12.50000 NONE	12.50000 INONE	12.50000 INCNE			AND PERCENTAGE
SOOMON BELLO, ERNIE BROWN BROTHERS HARRIMAN TRUST BUNN, FRANCES B ELSIE G HOLDEN, TESTAMENTARY GENDRON, J. W.	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	NEARBURG EXPLORATION COMPANY YATES PETROLEUM CORPORATION	NEARBURG EXPLORATION COMPANY YATES PETROLEUM CORPORATION	BROWN BROTHERS HARRIMAN TRUST BUNN, FRANCES B. HOGGE, SANFORD J. III HOGGE, SANFORD J. UNLARBURG EXPLORATION COMPANY OLIVER, WILLIAM B. TRUST SPACE BULIONG CORPORATION UNIT PETROLEUM COMPANY UNIT PETROLEUM CORPORATION VAITES PETROLEUM CORPORATION	BELLO, ERNIE BOWN BROTHERS HARRIMAN TRUST BUNN, FRANCES B. RICARBURG EXPLORATION COMPANY OLIVER, WILLIAM B. TRUST SPACE BUILLIAM G. CORPORATION UNIT PETROLEUM COMPANY UNIT PETROLEUM COMPONATION VATES PETROLEUM CORPORATION	BBLLO, ERNIE BOWN BOTHERS HARRIMAN TRUST BUNN, FRANCES B. BUNN, FRANCEN, III KELLER, BETSYL OLIVER, WILLIAM B. TRUST UNIT PETROLEUM COMPANY VATES PETROLEUM COMPORATION	BELLO, ERNIE BROWN BROTHERS HARRIMAN TRUST BROWN BROTHERS HARRIMAN TRUST BLSIE G, HOLDEN, TESTAMENTARY GENDROW, JAW, GODDNOW, DAVID HOOGE, JOSEPH R. HOOGE, SANFORD J., III KANNASANI, DR. ISAAC A, KELLER, BETSY H. MOORE, CHARLES CLINE NEARBURG EXPLORATION COMPANY OLIVER, WILLIAM B. TRUST SCHUMAN, ADOLPH P. SSCHUMAN, ADOLPH P. SCHUM COMPANY UAN YFANNEN, FREDERICK, JR. YATES PETROLEUM COMPORTON	SPIRAL, INC. YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION	MCCOWN, CATHIE CONE NEARBURG EXPLORATION COMPANY SACRAMENTO PARTNERS LIMITED
0.099103 OPERATING 0.099103 AGREEMENT 0.099103 AMOLE AMIN T COM 1 0.049551 SECTION 16: SW/4 0.149654 402-104-H 2-15-1993	N/2 2-11	12-11	50.000000 (DFERATING 50.000000 (AGREEMENT BOYD X ST 3 SECTION 29: SE/4 402-104-L 1-15-1993	25.000000 OPERATING 75.000000 AGREEMENT BOYD X STATE COM #2 SECTION 28: SW/4 402-104-E	0.033123 OPERA,TING 0.033123 OPERA,TING 0.033123 BOYD X ST COM 10 0.005527 SECTION 16 SE/4 37.801424 402-104-U 8-25-1995 0.033123 0.033123 0.033123 37.834565	ωνω		0.089103 OPERATING 0.089103 OPERATING 0.089103 ANOLE AMIN STO 0.049651 SECTION 16: SW 0.14864 402-1044 2- 0.096103 0.016517 0.016517 0.049651 0.049651 0.049651 0.049651 0.0496103 0.098103 0.099103	0.38410 71.94524 100.00000 OPERATING AGREEMENT BOYD X SECTION 16: N/2 402-104-C 2-11-1974	0.312740 25.00000 0.394110

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TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 17: NW/4NE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, MMPM SECTION 28: S/2SW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, MMPM SECTION 28: NE/4SW/4	TOWNSHIP 18 SOUTH, RANGE 25 EAST, NMPM SECTION 28: NW/4SW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 16: NE/4SE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 16: SW/4SW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, MMPM SECTION 16: SE/4SW/4		DESCRIPTION OF LANDS
10.000000 ROY E. GLASS, ETUX NN-403-5B FEE - HBP	80.00000 K-6098-5 N-602-622-A STATE -HBP	40,0000 K-6068-5 NH-402-H22-A STATE -HBP	40.00000 K-6098-5 M-402-4622-A STATE +HBP		40.000000 (1.0-884-1 NM-402-104-B STATE - HBP	40.00000 LG-B84-1 NH-402-104-B STATE - HBP		ACRES SERIAL NUMBER AND EXPRIATION DATE
YATES PETROLEUM CORPORATION YATES DRILLING COMPANY SHARBRO OIL LIMITED COMPANY ESTATE OF LILLIE M. YATES YATES, JOHN A.	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	UNIT PETROLEUM	UNIT PETROLEUM	UNIT PETROLEUM		LESSEE OF RECORD AND PERCENTAGE
75,000000 BECK, RAY HALL 8,33333 BOWEN, BETTIÁNNE H., LIVING 4,168667 CARTER, MICHAEL T. 4,168667 CARTER, STERLING MARC 4,168667 [CAUHAPE PROPERTIES PARTNERSHIP	100.000000 COMMISSIONER OF PUBLIC LANDS	100.000000 COMMISSIONER OF PUBLIC LANDS	COMMISSIONER OF	100,000000 COMMISSIONER OF PUBLIC LANDS		100.000000 COMMISSIONER OF PUBLIC LANDS	·	BASIC ROYALTY AND PERCENTAGE
0.196310 0.439460 0.104170 0.104170 0.214840	12.500000	12.500000	12.5000	.12.500000	12.500000	12.500000		
0.196310 CHAMBERS, LOLLIE DEE KING. ESTATE 0.43940 CHAMBERS, ROBERTEE, PR 0.104170 CURRY FEORENCE M. ESSMAN 0.104170 CHAWSON NEVA CHAMBERS 0.214840 ESSMAN, JAMES H.	BERNT WATSON OIL & GAS. DUNCAN, DONALD F. FEAGAN ENERGY, INC. FLEETWOOD, K. PHIL OIL KINW OIL & GAS, INC. IELAND STAWFORD JR. UNIVERSITY LELAND STAWFORD JR. UNIVERSITY LELAND STAWFORD JR. UNIVERSITY LELAND STAWFORD JR. UNIVERSITY LELAND, CRECK OIL & GAS, LTD. PUG PERCOLEUM, INC. REJ. OIL, INC. REJ. OIL, INC. RUNDLE, DICK. TCMAP 1986, A. TOM BROWN, INC.	BRENT WATSON OIL &GAS DUNCAN, DOMALD F. F & J ENERGY PARTNERS, LTD FEAGAN ENERGY, INC. FLEATWOOD, K. PHIL OIL KINW OIL & GAS, INC. LELAND STANFORD IR; UNIVERSITY LELAND STANFORD IR; UNIVERSITY REPORT OF THE STANFORD IR; UNIVERSITY REPORT OF THE STANFORD IR; UNIVERSITY LELAND IR; UNIVERSITY IR;	BAYTECH, INC. BREMIT WATSON OIL & GAS BREMIT WATSON OIL & GAS FEAGAN ENERGY, INC. FEAGAN ENERGY, INC. FEAGAN ENERGY, INC. FEAGAN OIL & GAS; INC. LEI AND STANFORD JR. UNIVERSITY. LEMON OREEK OIL & GAS, ITD PUG PETROLEUM, INC. REJ OIL, INC. REJ OIL, INC. RES OIL, INC. ROS OIL, IN	NORMAN ELIZABETH IJ. TRUSTEE				OVERRIDING ROYALTY AND PERCENTAGE
29.034229 (COLUNBIA RIVER RESOURCES, INC. 20.03074 ESTATE OF LILLIE M. YATES 20.039759 SHARBRO OIL LIMITED COMPANY 01.03073 TRUST O LIWIO PEGGY A. YATES 20.039759 YATES DRILLING COMPANY	0.28256) F & J. ENERGY PARTINERS, LTD. 0.088554 LANGDALE CORPORATION 0.182344 NEARBURNE, CURTIS W. 0.182344 NEARBURNE, CURTIS W. 0.202346 NEARBURG EXPLORATION COMPANY 0.202347 NEARBURG EXPLORATION COMPANY 0.202376 NINTINGE PETROLEUM, INC. 0.202376 NINTINGE PETROLEUM, INC. 0.182375 1.889375 1.889375 0.182344 0.422754 -0.422754	→ → → → → → → → → → → → → → → → → → → 	0.294940 (LANGDALE CORPORATION 0.292970 MEMBOUNTE, CURTIS W. 0.098550 RUTHEA, INC. 0.152344 VATES PETROLEUM CORPORATION 0.304897 0.422754 0.805375 0.304897 0.422754 0.805375 0.1525244 0.605275	A 500000 BELLO, ERNIE BROWN BROTHERS HARRIMAN TRUST BUNN, FRANCES B ELISIE G. HOLDEN, TESTAMENTARY HODGE, SANFORD J., III KELLER, BETSY H. DLIVER, WILLIAM B. TRUST UNIT PETROLEUM COMPANY VAN VRANKEN, FREDERICK, JR. VATES PETROLEUM CORPORATION	-0.250000) BELLO, ERNIE -1.500000 BROWN BROTHERS HARRIMAN TRUST -1.333173 BUNNI, FRANCES B1.466267 OLIVER, WILLIAM B. TRUST	3,500000 BELLO, ERNIE 0,65967 BROWN BROTHERS HARRIMAN TRUST NEARBURG EXPLORATION COMPANY OLIVER, WILLIAM B. TRUST SPACE BUILDING CORPORATION UNIT PETROLEUM COMPANY YATES PETROLEUM CONPORATION	HOOGE, SANFORD J., III HOOGE, SANFORD J., III KAWASAKI, DR, ISAAC A. KELLER, BETSY H. MOORE, CHARLES CLINE OLIVER, WILLIAM B. TRUST SCHUMAN, ADOLPH P. SPACE BUILDING CORPORATION UNIT PETROLEUM COMPANY VAN VRANKEN, FREDERICK, JR. VATES PETROLEUM CORPORATION	要求证例WORKING INTEREST
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YATES PETROLEUM CORPORATION YATES DELLING COMPANY SHARBRO OIL LIMITED COMPANY SHARBRO OIL LIMITED COMPANY SHARBRO OIL LIMITED COMPANY SHARBRO OIL LIMITED COMPANY YATES DELLING CORPORATION YATES PETROLEUM CORPORAT	TRUST Q UM/O PEGGY A. YATES PETROLEUM CORPORATION YATES DELLINIC COMPANY SHARBRO OIL LIMITED COMPANY ESTATE OF LILLE M. YATES YATES, JOHN A. TRUST Q UM/O PEGGY A. YATES YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION
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100.000000 KINCAID, HUGH M. 100.000000 LAMBOHETT, WILLIAM BRIAN 100.000000 LAMBOFORD, JEFFERSON MILNER LANDSHETT, RICHARD H. LANGFORD, JEFFERSON MILNER 100.000000 MANGFORD, DEDIE M. & VALERIE MARSHALL, CLARBELLY, TRUST 100.000000 MANFOOD, EDDIE M. & VALERIE MARSHALL, CLARBELLY, TRUST 100.000000 MANFOOD, EDDIE M. & VALERIE MARSHALL, CLARBELLY, TRUST 100.000000 MANFOOD, EDDIE M. & VALERIE MARSHALL, CLARBELLY, TRUST 100.000000 MANFOOD, EDDIE M. & VALERIE MARSHALL, CLARBELLY, TRUST 100.000000 MCCQMW, MILLIAM, JACK MCCONALD, JACK SCOTT MCCQUIDDY COMM. & ENERGY, INC. MARSHALL, CLARBELLY, INC. MARSHALL, CLARBELLY, INC. MARSHALL, CLARBELLY MARSHALL, CLARBELLY MANES HANDY MCCQUIDDY COMM. & ENERGY, INC. MARSHALL, CLARBELLY MANES HANDY MCCQUID MANES MANFOOD, MANES M. MCCQUID MANES MANFOOD, MANES MANFOOD, MANES MANFOOD, MANFERD MANSHALL, CLARBELLY MANSHETT, RICHARD H. J.R. MANSHET, MULLAM BRIAN MOCOODOO MARSHALL & WINSTON, INC. MARSHALL, CLARBELY, TRUST MANFOOD, EDDIE M. & VALERIE MANFOOD, EDDIE M. & VALERIE MANFOOD, MANES C. J.R. MANSHALL, CLARBELY, TRUST MANFOOD, MANES C. J.R. MANFOOD, MANFOOD, MANES C. J.R. MANFOOD, MANES C. J.R. MANFOOD, MANF	CHILDRESS, JAMES W. JOHILDRESS, SHIRLEY SI CRAMFORD, JO ALICE P CLURRY, ALFRED FOY, IV TOESDER, LYNIN E. TELLIS, SALLY A. TELLIS, TEL
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EXPRIATION DATE		OROY E. GLASS, ETUX NM-403-5B FEE - HBP OCRIBELLA M. KINCAID, ETAL NM-403-5C FEE - HBP	CALAND & CATTLE CO. / CONOCO NM-403-5N FEE - HBP I. J. MARSHALL, ETUX / CONOCO	I. J. MARSHALL, ETUX / CONOCO NM-403-50 FEE - HBP	FLOYD CHILDRESS, ETUX / CONOCO NM-403-5P FEE - HBP	CLARENCE E. HINKLE, ETUX / CONOCO NM-403-5Q FEE - HBP	R. R. HINKLE ESTATE / CONOCO NM-403-5R FEE - HBP	DON PHILLIPS & ASSOCIATES / CONOCO NM-403-6S FEE - HBP	WM-403-5T	MARSHALL & WINSTON, INC. / CONOCO		JROY E GLASS, ETUX NM-403-5-B FEE - HBP	COMDELLA M KINCAID, ETAL NM-403-5C FEE - HBP	CA LAND & CATTLE CO. / CONOCO NM-403-5N FEE - HBP	. J. MARSHALL, ETUX / CONOCO NM-403-50 FEE - HBP	HEOYD CHILDRESS, ETUX / CONOCO NM-403-5P FEE - HBP	CLARENCE E. HINKLE, ETUX / CONOCO NM-403-5Q FEE - HRD	R. R. HINKLE ESTATE / CONOCO NM-403-5R
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JOHNSON, S. P. III & BARBARA J. PJC LIMITED PARTNERSHIP	O BAKWICK LIMITED PARTNERSHIP 3) JOHNSON, S. P. III. & BARBARA J. 3) LODEWICK, JOHN W. 3) LODEWICK, LOHN W. 3) LODE LIMITED PARTNERSHIP 3) SPIRAL, INC.	9 ခို ခို ခို ဗ	PARSONS, NANCY JOY R. R. HINKLE COMPANY, INC. FILLIS, GEORGE R. HINES, ELIZABETH E. MCCOMB, VIRGINIA FELL, LIVING TRUST MCGIVNEY, JAMES H. D MCGIVNEY, JAMES H. D MCGIVNEY, LAMES H. D MCGIVNEY, LAMES H. D MCGIVNEY, LAMES H. D MCGIVNEY, LAMES H. D MCGIVNEY, JOHN C. D MCGIVNEY, JOHN C. D MCGIVNEY, JOHN C. PARSONS, NANCY JOY R. R. HINKLE COMPANY, INC.		DB BEGSS, JOHN C. & VIRGINIA M. BRIDENBALIGH, MARY ANN BELLIS, GEORGE R. HINES, ELIZABETH E. MCCOMB, VIRGINIA FELL, LIVING TRUST 101 MCGIVIETY, JOHN C. 201 MCGIVIETY, JOHN C. 201 MCGLUIDDY COMM. & ENERGY, INC. 201 MCGLUIDDY COMM. & ENERGY, INC. 201 PAGSONS, MANCY JOY R. R. HINICLE COMPANY, INC.	IOO.000000 BEGGS, JOHN C. & VIRGINIA M. BRIDENBAUGH, MARY ANN ELLIS, ALANT F. IOO.000000 ELLIS, GEORGE R. HINES, ELIZABETH E. MCCOMB, VIRGINIA FELL, LIVING TRUST 93.333340 MCGIVNEY, JAMES H. 2.222220 MCGIVNEY, JAMES H. 2.222220 MCGIVNEY, JOHN C. 2.222220 MCGIVNEY, JOHN C. 2.222220 MCGIVNEY, JOHN C. 2.222200 MCGIVNEY, JOHN C. 2.22200 MCGIVNEY, JOHN C. 2.222200 MCGIVNEY, JOHN C. 2.22220 MCGIVNEY, JOHN C. 2.2
9.375000 CHAMBERS, LOLLIE DEE KING, ESTATE 9.375000 CHAMBERS, ROBERT E, JR. DAWSON, NE'IA CHAMBERS LIPSCOMBE, CELESTE CHAMBERS PROBANDT, W. T. & JEANETTE J. PROBANDT, W. T. & JEANETTE J.	1.862500 CHAMBERS; IOLLIE DEE KING, ESTATE 2.34740 CHAMBERS; ROBERTIE JR. 1.662500 DAWISON; NEVA CHAMBERS 1.662500 PREEMAN, ALICE ANN HAMES 2.343740 LIPSCOMBE; CELESTE CHAMBERS 4.887500 PROBANDT, WIT, 4. JEANETTE J. 4.887500 PROBANDT, WIT, 4. JEANETTE J.	NONE		0.78140 CHAMBERS, IOLILE DIER KING, ESTATE 0.78140 CHAMBERS, ROBERTIE. JR. 0.18440 DAWSON, NEVA CHAMBERS 0.18440 FREMAN, ALICE ANN HANKS 0.18440 FREMAN, ALICE ANN HANKS 0.18440 JOHN, GATES, LIC 0.18400 MCCAW, JACK W. 1.580270 1.580270 1.580270 1.580270 1.580270	CHAMBERS, IODILIE CHAMBERS, POBERS CONE. TOM R. CONE. TOM R. CONE. CATES. LL LPSCOMBE. CELES. MCCAW. JACK W. PROBANDT. W. T. & PROBANDT. W. T. &	AND PERCENTAGE CHAMBERS, TOLLIE DE CHAMBERS, ROBERT E CHAMBERS, ROBERT E CHAMBERS, ROBERT E CHAMBERS, ROBERT E LIC LIFECOMBE: CELESTE MCAM, JACK W. PROBANDT W. T. & J.E. PROBANDT W. T. & J.E.
0.507810 E 0.189270 H 0.189270 J 0.189270 C 1.218750 A	0.252375 0.084125 0.084125 0.358187 0.084125 0.682408	X	0.597815 A 0.169272 Q 0.169272 Q 0.658760 Q 0.750000 Q 0.750000 H 1.625000 H 1.625000 W	0.169272 0.169272 0.169272 0.656760 0.750000 0.750000 0.750000 1.62270 0.750000 1.6225000 0.75000 0.750000 0.750000 0.750000 0.750000 0.750000 0.750000 0.75000 0.	0.253396 0.069633 0.069633 0.358187 0.358187 0.253396 0.253396 0.2750000 0.07500000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075000 0.075	
EXPLORERS PETROLEUM CORP. HARVEY E. YATES COMPANY JALAPENO CORPORATION. COZARK EXPLORATION. INC. (GAS) OZARK (GAS)) ALTURA (OIL) ALTURA ENERGY LTD (OIL) SACRAMENTO PARTNERS LIMITED	AUVENSHINE CHILDREN'S CONE, KATHLEEN TRUST, DEC'D (900) CONE, KATHLEEN TRUST, DEC'D (KGC) CONE, KENNETH G. CONE, KENNETH G. CONE, RANDY LEE REPLORERS PETROLEUM CO. HARVEY E. YATES COMPANY MACCOWN, CATHE CONE MCCOWN, CATHE CONE COZARK EXPLORATION, INC. SACRAMENTO PARTNER'S LIMITED SPIRAL, INC. VATES ERROLEUM CORPORATION YATES ENERGY CORPORATION YATES PETROLEUM CORPORATION	LEVICIARES PETROLIEUM CORP. HARVEY E. YATES COMPANY OZARK EXPLORATION, INC. (GAS) OZARK (GAS) ALTURA (OIL) ALTURA KERGY LTD (OIL) SACRAMENTO PARTIMERS LIMITED SOPRAL, INC. YATES ENERGY CORPORATION YATES PETROLEUM CORPORATION	AUVENSHINE CHILDREN'S COME, KATHLEEN TRUST, DEC'D (KGC) COME, TOM R. HANSON-MCCERIDE PETROLEUM CO. MCCOWN, CATHLE COME SACRAMENTO PARTNERS LIMITED SPIRAL, INC. YATES PETROLEUM CORPORATION	IS AUVENSHINE CHLDREN'S CONE, KATHLEEN TRUST, DEC'D (800) CONE, KATHLEEN TRUST, DEC'D (KGC) CONE, CANNETH G. CONE, TOM R. CONE, TOM R. CO. DISACRAMENTO PARTINERS LIMITED SPIRAL, INC. VATES PETROLEUM CORPORATION	SAUVENSHINE CHILDREN'S GOME, KATHLEEN TRUST, DEC'D (BOO) GOME, KATHLEEN TRUST, DEC'D (KGC) GOME, KENNETH G, COME, RANDY LEE SACRAMENTO PARTNERS LIMITED SPIRAL, INC. VATES ENERGY CORPORATION VATES ENERGY CORPORATION	YATES PETROLEUM CORPORATION
0.92396 (OPERATING 6.46572) AGREIMENT 1.310860 AMOCO PROD. CO SECTION 18: LOTS 1. 2. 28:05084 03:4170 10-12-1981 12.311480	0.840000 (PERATING 0.560000 (AREEM/ENT 0.840000 (PARISH IV.COM.#1 0.837500 (SECTION.19: SE/4 0.280000 (401-202.S 6-13-1986 0.488750 0.488750 0.488750 0.488750 0.488750 0.488750 0.488750 0.5837500		1.104964 0.7736643 1.104960 1.104960 0.368321 1.104970 1.3821210 1.104960 1.392430 1.392430 98.204148	0.744873 0.744873 1.117310 1.117310 0.372437 1.117310 1.39640 1.407990 1.407990 90.200830		

20 20.00	40.00	18 121.30 F	17 41 27 F	41.24	# ACRES C
TOWNSHIP 19 SOUTH,	TOWNISHIP 19 SOUTH, PANGE 25 EAT; NMPM SECTION 20; NE/4NE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 19: LOT 4 (SW/4SW/4), E/2SW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 19: LOT 3 (NW/45W/4)	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 19: LDT 2 (SW/4NW/4)	OF LANDS
2.000000 STANLEY L. JONES ESTATE / MARATHON	5.000000 PATRICIA JOHNSON COOPER MA 403-1781 FEE : HBP 5.000000 S. P. JOHNSON; II, ETAL TRUST NM-403-1781. A FEE : HBP 10.000000 PIFAL ENERGY; NIC. 10.0000000 PIFAL ENERGY; NIC. 10.000000 PIFAL ENERGY; NIC.	30.330000 JOHNSON PROPERTIES / CONOCO MA-403-1983 FEE - HBP 30.330000 JOHNSON PROPERTIES / CONOCO MA-403-1983 A FEE - HBP 30.320000 JINIEASED MINERALS 30.320000 UNLEASED MINERALS	8.254000 JAMES LINUS OWNBEY, ETAL / CONOCO NM.403-1882 FEE - HBP 8.254000 JAMES LINUS OWNBEY, ETAL / CONOCO NM.403-1882.A FEE - HBP		ACRES SERIAL NUMBER AND EXPRIATION DATE
YATE			VATES PETROLEUM CORPORATION VATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION (YPC OLWNS 50%, OF LEASE OF 41.24 MINERAL ACRES). CITIES SERVICE COMPANY DEFCO, INC. / HUSKY OIL COMPANY YATES PETROLEUM CORPORATION CATHLE COME MCCOWN AUVENSHINE CHILDREN'S KATHLEEN COME TRUST DOUGLAS L COME CLIFFORD COME FAMILY TRUST TOM R. CONE CLIFFORD COME TRUST DOUGLAS L COME CLIFFORD COME TRUST TOM R. COME CLIFFORD COME TRUST DOUGLAS LOWE CLIFFORD COME TRUST TOM R. COME CLIFFORD	AND PERCENTAGE TOM R. CONE KENNETH G. CONE KENNETH G. CONE OC TRUST, MARILYN J. CONE MARATHON OIL COMPANY SACRAMENTO PARTNERS LIMITED SPIRAL INC. SPIRAL INC.
100.000000 GARRETT, CAROL SUE	100,000000 ESTATE OF LILLIE M. YATES HODDER, ROBERT G. JOHNSON, S. P. III & BARBARA J. 100,000000 PJC, LIMITED PARTICESHIP SHARBRO OIL LIMITED COMPANY SPIRAL, INC. 100,0000000 100,00000000 100,0000000000		ARCHER, A CHISUM RA CLUCK, BA CLUCK, BA CLUCK, BA LONES, DA JONES, DA JONES, PE MANNING, OWNBEY, OWNBE	100.000000 OZARK EXPLORATION, INC. VAN WINKLE, JOANNE D. YATES PETROLEUM CORPORATION 100.000000 100.000000 100.000000 100.000000 1142224 1142234	HASIC ROYAL IY AND PERCENTAGE 1.142224 1.142224 1.142224 1.142224 1.142224 1.1439384 1.1439384
2.500000 MARATHON OIL COMPANY	1.25000 NONE		0.41680) CHAMBERS, IOLLIE DIE KING, ES IA IE 0.41680 CHAMBERS, ROBERTE JR. 0.33330 DAWSON, NEVA CHAMBERS 0.168670 FREEMAN, ALICE ANN HANKS 1.26000 PROBANDT, W. T. & JEANETTE J 0.312500	9 411190 CHAMBERS, IOOLIE DEE KNIG ESTATE, 0.937510 CHAMBERS, ROBERT E. JR. 2.109410 DAWSSM, REAK CHAMBERS LIPSCOMBE CELESTE CHAMBERS PROBAIDT W. T. & JEANETTE J. PROBAIDT W. T. & JEANETTE J.	AND PERCENTAGE AND PERCENTAGE
0.833000 ABO PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION HOLLYHOCK, LTD LODEWICK, JOHN W. LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY SERAL, INC. SPIRAL, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	AUVENSHINE CHLOREN'S CONE, KATHLEEN TRUST, DECD (800) CONE, KATHLEEN TRUST, DECD (KGC) CONE, KONETH G. CONE, TOWNETH G. CONE,	0.0256 0.0856 0.0856 1.3725		SPIRAL, INC. YATES ENERGY CORPORATION YATES PETROLEUM CORPORATION
0.625000 OPERATING	0.625000 (DPERATING 2.06330) ROSS EG FED COM #10 2.06330 ROSS EG FED COM #10 2.06330 RECTION 19: NE/4 3.125000 4012/02-P 6+1-1992 7.50000 6.250000 6.250000 6.250000 6.375000	0.284068 (DPERATING 0.18879 (ACREEMENT 0.284068 (CONOCCO, INC. 0.284070 (SECTION 19: SW/4 0.094689 (403-1170-A 11-1-1882 0.284070 1.425860 0.335080 0.335080 0.335080 0.335080 0.335080 0.335080 0.335080 0.335080 0.335080 0.335080 0.34070 0.284070	0.1867/9 KATELMENT 0.1867/9 KATELMENT 0.284078 CONOCCO INC. 0.284078 SECTION 19: SW/4 0.08489 403-1170-A 11-1-1982 0.284070 1.425880 0.284070 0.284070 0.284070 1.425880 4.244060 4.244060 50.590816		0.923360 2.748300 49.326100

# ACRES C	3	21 10.00 T	10.00	23 40.00 SR								
OF LANDS	RANGE 25 EAST, NMPM SECTION 20: E/2SE/4NE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NIMPM SECTION 20: EZWZSE/4NE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NIMPM SECTION 20: W/ZW/ZSE/ANE/A	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 20: SE/ASE/4								
ACRES SERIAL NUMBER AND EXPRIATION DATE	NM.403-1780 FEE, HBP Z000000 JONEL JOVNES GILMORE / MARATHON NM-403-1780-A FEE, HBP 4.000000 MARTIN VALTES, III, ESTATE NM-403-19 FEE, HBP Z000000 JARGERIA QUAIL MALONE 2.000000 JARGERIA GUAIL MALONE 1.000000 JARGESTEG A. BULLY G. NIX	10.000000 ELLA M. JONES NM-403-1731 FEE - HBP		5.83333 CARL E. ROSS / ROGER HANKS NM-403-497 FEE - HBP 2.500000 BONNIE H. MORRISON / READING &	2.500000 BONNIE H. MORRISON / READING & NM-403-497-A FEE - HBP		1.66667 LEIVA W. HILDT, ETAL MM-403-497-C FEE - HBP		0.833333 ALTON ROSS / ROGER HANKS NM-403-497-G FEE - HBP			0.83334 MYK ILE HEARD / ROGER HANKS NM-403-497-J FEE - HBP
AND PERCENTAGE	VATES PETROLEUM CORPORATION MYCO INDUSTRIES, INC. MYCO INDUSTRIES, INC. MEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY	YATES PETROLEUM CORPORATION YATES DRILLING COMPANY ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC	VATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIMIO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DILLING COMPANY YATES UNIN A. ABO PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWNO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWIND PEGGY A. YATES ESTATE OF ILLIE M. YATES VATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWNO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLELM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIMINO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM GORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWNO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY 'YATES, JOHN A.	ABÓ PÉTROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O LIMIC PEGEVA LYTES ESTATE OF LILLIE M YATES YATES DRILLING COMPANY YATES, JOHN A	ABÓ PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWIND PEGGY A YATES ESTATE OF LILLIE M YATES YATES DRILLING COMPANY YATES, JOHN A	SHARBRO OIL LIMITED COMPANY TRUST Q UW/O PEGGY A. YATES
AND PERCENTAGE		70 000000 JONES, LARRY R. 10 000000 10 000000 10 000000 10 000000		16.866669 BP AMERICA PRODUCTION COMPANY 16.96667 DEVON ENERGY PRODUCTION CO. LP 8.333333 GOOD EARTH MINERALS, LLC 16.66667 HEARD, MYRTLE 33.33334 HICKAM, JEWEL T. 8.3333334 HICKAM, JEWEL T. 8.3333334 MARSHALL & WINSTON, INC. 16.66667 MATIOCK MINERALS LIMITED COMPANY	16.686867 MATLOCK MINERALS LIMITED COMPANY 16.686867 INATORIC SEPLORATION COMPANY 8.333333 PANHANDLE ROYALTY COMPANY 16.886868 POWFELL BONNIE 33.333333 ROSS FAMILY LIVING TRUST 8.333334 ROSS, BERT A. & OLETA F.	16.666607 ROSS, GARY 16.66667 ROSS, J. T. 8.333333 ROSS, JOE E. 11.6666606 ROSS, RALPH 33.33333 ROSS, ROBERT 8.333334 ROSS, ROWALD	16.666667 ROSS, WILLIAM 16.66667 ROSS, WELLAM 16.333333 WEDDERBURN PROPERTIES, LLC 16.686666 33.33333 8.3333334	16,6666667 16,666667 8,333333 16,666667 11,6666687 33,333334 8,333333	16.6666666 16.6666667 8.333333 16.666667 33.333334 8.3333334 8.3333334	16.866666 16.86667 8.33333 16.66667 33.33333 13.33333 8.333333	16 6666667 16 686867 8 333333 16 666667 33 333334 8 3333334	16.666667 8.333333
OVERRIDING ROYALTY AND PERCENTAGE		MARATHON OIL COMPANY	10.00000 MARATHON OIL-COMPANY 10.000000	3.12500 CHAMBERS, LOLLIE DEE KING; ESTATE 1.17/800 CHAMBERS, ROBERTIE_JR 0.390630 CURRY; FLOCRNCE M. ESSMANI 0.390630 DAWSON; NEVA CHAMBERS; 0.390630 DAWSON; NEVA CHAMBERS; 0.390630 HUNTINGTON ENERGY; LLC 0.390630 HUNTINGTON ENERGY; LLC	0.39050) HUNTINGTON ENERGY, LLC 0.781260 LIPSCOUNSE, CELESTE CHAMBERS. 4.887500 NORMAN, ELIZABETH J., TRUSTEE 0.390620 OSCURA, RESOURCES; INC. 0.601540 PROBANDT; W. T. & JEANETTE J. 0.390620 ROBERTS; MIKE H.	0.356470 YATES PETROLEUM CORPORATION 356470 0.35						
AND PERCEN		1.666000	HOLLYHOCK, LTD LODEWICK, JOHN W. LODEWICK, JOHN W. LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC. NEARBURG EXPLOPATION COMPANY SACRAMENTO PARTNERS LIMITED SPIRAL, INC. YATES DERILING COMPANY YATES PETROLEUM CORPORATION	0.0454 0.0454 0.0885 0.0454 0.0885 0.2013	0.028520 COLL, CLARKE C. 0.0583750 COLL, JON F. 0.058020 COLL, JON F. II 0.058020 COLL, MAX W. III	0088	alikaan he Maga	OLIVER, WILLIAM B. TRUST PANHANDLE ROYALTY COMPANY SCHUMAN, ADOLIPH P. SHARBRO OIL LIMITED COMPANY SPACE BUILDING CORPORATION TRUST Q UNWIO PEGGY A, YATES				Control of the Contro
		0.825000) (PERATING 2.08334) AGREEMENT 2.08333) ROSS EG FED COM #10 2.08333) SECTION 19: NE4 3.125000 401-202-P 6-1-1982 7.50000 6.250000 0.825000 0.825000	0.825000 (CPERATING 2.08334) AGREEMENT 2.083339 ROSS EG FED COM #10 2.083339 SECTION 19: NEA 3.125000 401-202-P 6-1-1982 7.500000 6.250000 0.825000 0.825000 0.825000 0.825000	3.286/1 (DERATING 0.004130 AGREEMENT 0.004130 SCCTION 20: SZ 0.004129 401-202-A 4-16-1975 0.065122 1.171875 0.527343	0.527343 0.527343 1.171875 0.083671 0.703125 0.016759	0.488750 0.018759 0.002085 1.319445 0.005194 0.004129	0.000688 0.000688 0.004129 0.00265 0.010323 3.968333	0.004129 9.375000 0.004129 1.319445 0.010323 1.549306	0.004129 6.597222 66.015331 1.649306		_	

ACRES OF LANDS			-		70.00 TOWNSHIP 19 SOUTH RANGE 25 EAST, NMPM SECTION 20: SW/4SE/4								-		
				2.500000 F	5.833333 N	2.5000000 N			0.833334 J	0.833334 Fi A A	0.83333 V	0.833333 N	0.833333 M	0.833333 C	3.750000 C
EXPRIATION DATE	C.R. NIXON, ETUX/RÖGER HANKS NM-403-497-K FEE - HBP	MARSHALL & WINSTON, INC. NM-403-1787 FEE - HBP	ATLANTIC RICHFIELD COMPANY NM-403-1787-A FEE - HBP	FLAG REDFERN OIL COMPANY / MUNRO NM-497-T FEE - HBP	CARL E. ROSS / ROGER HANKS NM-403-497 FEE - HBP	BONNIE H. MORRISON / READING & NM-403-497-A FEE - HBP	NEW MEXICO OSAGE COOP NM-403-497-B FEE - HBP	VLENA W. HILDI, ETAL NN-402-497-C FEE - HBP	JOE E. ROSS / ROGER HANKS FEE - HBP	ALTON RÖSS / RÖGER HÄNKS NM-403-497-G FEE - HBP	BONNIE POWELL / RÖGER HANKS NM-403-497-H FEE - HBP	JEWELL HICKAM / RÖGER HÄNKS NM-403-497-1 FEE - HBP	MYRTLE HEARD / RÖGER HANKS NM-403-497-J FEE - HBP	C. R. NIXON, ETUX PROGER HANKS NM-403-497-K FEE - HBP	COLL PRODUCTION, INC. / ROGER HANKS NM-403-497-L FEE - HBP
ESTATE OF LILLIE M. YATES	ARE SUPPLIES OF THE MAN COMPANY ARE SUPPLIES AND A COMPANY SHARBRO OIL LIMITED COMPANY TRUST Q UNWO PEGGY A YATES ESTATE OF LILLER A YATES YATES DRILLING COMPANY YATES, JOHN A.	VAITES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UNWO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIMIVO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LWWO PEGGY A, YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, LIOHN A.	ABO PE INCLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UNVIO PEGGY A. YATES ESTATE OF LILLIEM. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWINO PEGGY A YATES ESTATE OF LILLIE M. YATES VATES ORILLING COMPANY YATES, LOPIN A	ABIO PÉTRIOLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O LIWIO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPÓRATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWIND PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q LIWIO PEGGY A, YATES ESTATE OF LILLIE M, YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PÉTROLEUM CORPORATION SHARBRO DIL LIMITED COMPANY TRUST O LIMOVO PEGGY A YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, LOPIN A	ABO PETROLEÚM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O LIMOVO PEGGY A YATES ESTATE OF LILLIE M. YATES VATES DRILLING COMPANY YATES, LOPIN A	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UNI/O PEGGY A. YATES ESTATE OF LILLIE M. YATES ESTATE OF LILLIE M. YATES
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		SECTION 29: E/ZNE/4		TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 28: SE/4									TOWNSHIP 19 SOUTH. RANGE 25 EAST, NMPM SECTION 28: E/ZSE/4NW/4		•	DESCRIPTION OF LANDS
1.666667											1.250000			2.500000		ACRES
FEE - HBP	LENA W. HILDT NN-403-497-C FEE - HBP	CAPIL E. RUSS NM-403-497 FEE - HBP	MELTON, HELEN B.	MARTIN, WILLIAM H., ETAL NM-403-497-N FEE - HBP	HONDO OIL & GAS COMPANY NM-403-497-W FEE - HBP	MORRISON, BONNIE H. / READING NM-403-497-S FEE - HBP	MARSHALL & WINSTON, INC. / TXO NM-403-497-P FEE - HBP	HEARD, MRYILE / ROGER HANNS NM-403-497-J FEE - HBP	HICKAM, JEWEL / ROGER HANKS NM-403-497-1 FEE - HBP	FEE - HBP	ROSS, ALTON / ROGER HANKS NM-403-497-G FEE - HBP	TAOS, JUE E. / ROGER PANNS NM-403-497-E FEE - HBP	ROSS, CARL E / ROGER HANKS NM-403-497 FEE - HBP	HONDO OIL & GAS COMPANY NM-403-497-W FEE - HBP	FLAG-REDFERN OIL COMPANY NM-403-497-V FEE - HBP	SERIAL NUMBER AND EXPRIATION DATE
ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UWNO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY	YATES PETROLEUM CORPORATION	ABO PE ROLEUM COMPONA ION SHARBRO OIL LIMITED COMPANY TRUST Q UMIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	NEARBURG EXPLORATION COMPANY	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION ARCO PERMIAN	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	ABO PE ROLLEMI CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UMIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES, LIOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UMIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PE ROLLIMITED COMPANY TRUST Q UMIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DEILLING COMPANY YATES DIVING COMPANY	ABO PETROLEUM CORPÓRATION SHARBRO OIL LIMITED COMPANY TRUST O LUMIO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, LICHN A.	ABO PETROLEUM COMPONA ION SHARBRO OIL LIMITED COMPANY TRUST Q UMIO PEGGY A. YATES ESTATE OF ILLLE M. YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OUL UMITED COMPANY TRUST Q UMIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION ARCO PERMIAN	YATES PETROLEUM CORPORATION ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	LESSEE OF RECORD AND PERCENTAGE
16.666667 RC 6.333333 RC 16.666667 RC 33.333334 RC	100.000000 MA	16.66667 DE 16.66667 DE 8.33333 GC 16.66667 HE 33.333334 HIV 8.3333333 MA	100.000000 RA TAR	25.00000 BC 25.00000 KIR 25.00000 LE 25.000000 PE	12.500000 12.500000 12.500000 12.500000 50.000000	25.00000 25.00000 25.00000 25.000000	25.000000 25.000000 25.000000 25.000000	16.666667 16.666667 8.333333 16.666667 33.333334 8.3333333	16.666667 16.666667 8.333333 16.666667 33.333334 8.3333333	16.666667 16.666667 8.333333 16.666667 33.333334 8.3333333	16.6666667 RC 16.666667 RC 8.333333 RC 16.666667 33.333334 8.33333333	16.66667 RC 8.333333 RC 16.66667 RC 33.33334 RC 8.3333333 RC	16.66666 GC 16.66667 HE 8.33333 HI 16.66667 MA 16.66667 MA 3.333334 MA 8.333333 PQ		25.000000 25.000000 25.000000 25.000000 25.000000	BA AN
POWELL, BONNIE ROSS, FAMILY LUVING TRUST ROSS, BERT A. & OLETA F. ROSS, GARY ROSS, J. T.	MATLOCK MINERALS LIMITED COMPANY NEARBURG EXPLORATION COMPANY PANHANDLE ROYALTY COMPANY DOWNEY BOWE	2000 DE AMERICA PROJUCCI ION COMPANT 2867 DEVON EMERGY PRODUCTION CO., LP 2333 GOOD EARTH MINERALS, LLC 2667 HEARD, MYRTLE 2334 HICKAM, JEWEL T. 2333 MARSHALL & WINSTON, INC.	JRANKIN, MARGIE BOND RUNYAN, BARBARA JANE REV. TRUST TACKITT, KAREN WILLIAMS, JOHN FINLAY WILLIAMS, JOHN FINLAY, FOR LIFE, REMAIN WILLIAMS, ROSEMARY	BOND, ELEANOR MARGARET KIRKPATRICK LIVING SURVIVOR'S TRUST LEWIS, CATHERINE P. PETERSON, KARLA BOND							SS, ROBERT SS, RONALD SS, WILLIAM	PROSS, BERT A. & OLETA F. BROSS, GARY PROSS, J. T. ROSS, J. DE. BROSS, J. DE. BROSS, J. DE.				BASIC ROYALTY AND PERCENTAGE
0.280417 NO 0.401056 OS 0.280416 PR 0.236976 RQ 0.236992 SP	0.585940 HU 0.781250 LIP 7.031250 MC	0.585940 CU 0.585940 CU 0.260416 DA 0.260416 ES 1.562500 FR	2.083333 NE 1.927083 RE 0.234375 TO 1.937917 0.729167 0.078125	2.083333 BA 1.927083 BR 0.156250 F & 2.083334 FE/			6.0				0.710938 0.710937 0.710938	0.781250 UP 0.781250 UP 0.710937 OS 0.710938 PR 0.781250 RO 0.710937	0.390825 CH 0.781250 CH 0.781250 CU 1.562500 DAI 0.390625 ESS 0.781250 FRE			OVI
RMAN, ELIZABETH J. TRUSSTEE CURA, RESOURCES, INC. OBANDT, W. T. & JEANETTE J. BERTIS, MIKE H. ACE BUILDING CORPORATION	NTINGTON ENERGY, LIC SCOMBE CELESTE CHAMBERS DORE CHARLES CLINE	OCHAMBERS, DULLE DEL MIRO, SON CHAMBERS, TOBERT EL, MIRO, SON CHAMBERS CHAM	TOM BROWN INC	BAYTECH, INC. BRENT WATSON OIL & GAS F & JENERGY PARTNERS; LTD. FEAGAN ENERGY; INC.								SOMBE, CELESTE CHAMBERS CURA RESOURCES, INC. CURA RESOURCES, INC. BERTS, MIKE H. S.	AMBERS, COLLE DEE KING, ESTATE AMBERS, ROBERTE, JR RRY, FLORENCE M. ESSMAN WSON, NEVA CHAMBERS SMAN, JAMES H. EBMAN, JALICE ANN HANN'S			OVERRIDING.ROYALTY 音號 写版 AND PERCENTAGE
10 0502500 MYCO INDUS RIES, INC. 2028330 (LIVER, WILLAM B. TRUST 20,302780 SACRAMENTO PARTNERS LIMITED 20,302780 SPIRAL, INC. 20,005880 TRANSREPUBLIC RESOURCES, LTD	0.10470 HOLLYHOCK, LTD 0.002320 LODEWICK, JOHN W. 0.005880 LODEWICK, LAURA PATRICIA 0.005880 LYCO INDICTEDIES INC	0.04220 BROWN BROTHERS HARRIMAN TRUST 0.012500 BROWN BROTHERS HARRIMAN TRUST 0.012500 BUNN, FRANCES B. 0.012500 HODGE, JOSEPH R.	0.454102 4.000000	E. 0. 186750 LANGDALE CORPORATION 0. 2525971 MEWBOURNE, CURTIS W. 0. 454102 NEARBURG EXPLORATION COMPANY 0. 883553 RUTHEA, INC.					YALES YE INCLEUM CONFORATION	SPIRAL, INC. SPIRAL, INC. UNIT PETROLEUM COMPANY IVAN VRANKEN, FREDERICK, JR. YATES BRILLING COMPANY YATES ENERGY CORPORATION	LODEWICK, JOHN W. LODEWICK, LUARA PATRICIA MYCO INDUSTRIES, INC. NIEARBURG EXPLORATION COMPANY PLO: LUMITED PARTNERS HP PACILUMITED PARTNERS LIMITED SACRAMENTO PARTNERS LIMITED	0.129831 HODGE, JOSEPH R. 0.625000 HODGE, SANFORD J., III 0.898329 HOLLYHOCK, LTD 0.997500 JALAPENO CORPORATION 0.997500 JALAPENO CORPORATION JOHNSON, S. P. III & BARBARA J.	781250 CHAMBERS, LOLLIE DEE KING, ESTATE 0.0380859 ABO PET ROLEUM COMPONATION 781250 CHAMBERS, ROBERTE, I.R. 0.037500 BE AMERICA PRODUCTION COMPANY 781250 CUIRRY, FLORENCE M. ESSMAN 0.037500 BE AMERICA PRODUCTION COMPANY 502500 DAWSON, NEVA CHAMBERS 0.1269639 BROWNE BROTHERS HARRIMAN TRUST 390252 ESSMAN, LAMES H. 0.087500 BUNN, FRANCES B. 781250 FREEMAN, ALICE ANN HANN'S 0.987500 ESTATE OF LILLE M. YATES			小さでをWORKING INTEREST 一つ ごう AND PERCENTAGE
0.037/63 0.037/63 6.250000 6.250000 0.185/181	2.083334 2.08333 2.083333 4.083333	0.037164 AGREEMENT 0.037164 AGREEMENT 0.009291 BINGER AKU #1 0.037164 SECTION 28: NE/4 4.388054 403-1553-E 1-12-1893 0.001549	50,00000	0.625000 OPERATING 2.50000 AGREEMENT 33,750000 SECTION 28: S/2 0.625000 402-4822-B 1-15-1975					20.945223				13.75930 (PERATING 0.007527 IAGREEMENT 1.397188 ROSS IZ #1 0.007527 SECTION 28: N/2 0.007527 403-497-Y 1.107891 1.807810			REFERENCE

_						20.00											•	# ACRES
						RANGE 25 EAST, NAPM SECTION 29: W/2SW/4NE/4											•	S OF LANDS
0.416667	0.416867	0.416667	0.416667	0.416667		7.81000								1.00000	1.500007	1.666667		ACT.E.O
0.416667 MYRTLE HEARD	JEWELL HÖKAM NM-403-497-I FEE - HBP	BONNIE POWELL NM-403-49' H FEE - HBP	ALTON ROSS NM-403-497-G FEE - HBP	IOE E. ROSS NA-403-497-E FEE - HBP	LENA W. HILDT NM-403-497-C FEE _ HBP	CARLE, RUSS NM-403-497 FEE - HBP) ATLANTIC RICHFIELD COMPANY NM-403-1553-J FEE - HBP	WILLIAM H. NIXON ESTATE NM-403-1553-I FEE - HBP	MARSHALL & WINSTON, INC. NM-403-1553-D FEE - HBP	KERR-MCGEE CORPORATION NM-403-1553-C FEE - HBP	BONNIE H. MORRISON NM-403-1553-A FEE - HBP	NM-403-1553 FEE - HBP	NM-403-497-R1	MTK LE REAKU NM-403-497.J FEE - HBP	-EWELL HICKAM NM-403-497-I FEE - HBP	BONNIE POWELL NM-403-497-H FEE - HBP	ALTON ROSS NM-403-497-G FEE - HBP	EXPRIATION DATE
ABO PETROLEUM CORPORATION	ABO PETROLE IM CORPORATION SHARBRO OIL LIMITED COMPANY ITRUST Q LIMIVO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, DRILLING COMPANY	ABO PÉTROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY SHARBRO OIL LIMITED COMPANY ITRUST Q UNIVO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UWNO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST Q UMIO PEGGY A. YATES ESTATE OF ILLIE M. YATES YATES MILLING COMPANY YATES, JÜHN A.	1 1	SHABBO OF INCLEDM CONFORM TOW SHABBO OIL LIMITED COMPANY TRUST Q U/M/O PEGGY A. YATES ESTATE OF LILLE M. YATES YATES MILLING COMPANY YATES, JOHN A.	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DETILLING COMPANY YATES PETROLEUM CORPORATION	ABO PE NOLEUM CORPORATION MYCO INDUSTRIES, INC. YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	SHABRO OIL LIMITED COMPANY SHABRO OIL LIMITED COMPANY TRUST O UM/O PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES, JOHNA.	SHARBO OIL IMITED COMPANY SHARBO OIL IMITED COMPANY TRUST Q UWIO PEGGY A YATES ESTATE OF LILLE M. YATES YATES MILLING COMPANY YATES, JOHN A	SHABRO OF IROLEUM CORPORATION SHABRAO OIL LIMITED COMPANY TRUST Q U/M/O PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY YATES JOHN A	YATES, JOHNA. ABO PETROLEIM CORPORATION SHARBRO OIL LIMITED COMPANY TRUST O UNION PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DEFILLING COMPANY YATES, JOHNA.	AND PERCENTAGE
16.666666	16.666667 16.666667 8.333333 16.666667 33.333334 8.3333333	16.6666667 16.666667 8.333333 16.666667 33.333334 8.33333333	16.666667 16.666667 8.333333 16.666667 33.333334 8.3333333	16.666667 16.666667 8.333333 16.666667 33.333334 8.3333333	100.000000 A	16.666667 8.333333 16.666667 33.333334 8.3333333	100.000000	100.000000	100.000000	100.000000	10.000000 10.000000 10.000000 70.000000	20.000000 20.000000 20.000000 40.000000	25.00000 25.00000 25.00000	16.66667 8.33333 16.666667 33.33334 8.333333	16,666667 8,33333 16,666667 33,333334 8,3333333	16.8666667 16.866667 8.333333 16.666667 33.333334 8.3333333		
			ROSS, ROBERT ROSS, ROBERT ROSS, ROWALD SHEETS, ELIZABETH RUTH NIXON WEDDERBURN PROPERTIES, LLC	A POWELL BONNIE 7 ROSS FAMILY LIVING TRUST 3 ROSS, BERT A. & OLETA F. 7 ROSS, GARY 4 ROSS, J. T. 2 ROSS, J. T.	MATLOCK MINERALS LIMITED COMPANY NEARBURG EXPLORATION COMPANY PANHANDLE ROYALTY COMPANY	16.66667 [DEVON ENERGY PRODUCTION COLP 8.333333 [GOOD EARTH MINERALS, LLC 16.66667 [DEVON, MYRTLE 33.33334 [HOKAM, LEWEL T 33.33334] MARSHALL & WINSTON, INC.											JROSS., JOE E. PROSS, RALPH ROSS, ROBERT ROSS, WILLIAM SHEETS, ELIZABETH RUTH NIXON WEDDERBURN PROPERTIES, LLC	AND PERCENTAGE
41.11		S. S. perfection of the control of t	0.236976 0.236976 0.236976 0.236976 0.236976 0.195310 0.195310	0.260417 0.401056 0.260416 0.236976 0.2369892 0.2369892	0.585940 0.781250 7.031250	1.562500 0.585940 0.260416 0.260416 1.562500		AN 541			astal Nettal 101	1951-1508-11		Artes addresses	Notes a differ Tel	ited: no.12-14478 lets	0.250416 0.236976 0.236976 0.236976 0.236976 0.195310 0.195310	
The state of the s				17 NORMAN, ELIZABETH J., TRUSTEE 56 OSCUPA, RESOURGES, INC. 116 PROBANDT W. T. & JEANETTE J. 176 ROBERTS, MIKE H. 177 ROBERTS DILIDING CORPORATION: 180 J. SPACE BUILDING CORPORATION:	IUNTINGTON ENERGY, LLC	HAMBERS, ROBERT E. JR. URRY, FLORENCE M. ESSMAN AWSON, NEVA CHAMBERS SSMAN, LAMES H. REEMAN, JAMES H. REEMAN, JAMES H.												AND PERCENTAGE
The state of the s				0.30230 HOUGE, SAN ORD J., III 0.20833 HOLLYHOCK, LIP 0.302780 KAWASAKI, DR. ISAAC A. 0.31250 KELLER, BETSY H. 0.005880 LODEWICK, JAJIRA PATRICIA	0.0423	0.042320 0.312500 0.042320 0.312500 0.185860											VAITES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION	AND PERCENTAGE
_		18.332942 0.037163 1.093750 54.682485	0.037163 6.250000 0.037163 6.250000 6.250000 0.185181	2.083334 0.037164 0.018582 2.083333 2.083333	4.398054 0.037164 0.001549											200 - 200 -	0.037163 1.093750 54.893079	48 22 22 22
						AGREEMENT BINGER AKU #1 SECTION 29: NE/4 403-1553-E 1-12-1993												

47 10.00													46 40.00															20.00														•	# ACRES
TOWNSHP 19 SOUTH, RANGE 25 EAST, NMPM												RANGE 25 EAST, NMPM SECTION 29: NW/4NE/4,	TOWNSHP 19 SOUTH,														RANGE 25 EAST, NMPM SECTION 29: E/2SW/4NE/4	TOWNSHIP 19 SOLITH														ŧ	S OF LANDS
10.000000 DORCHESTER 1988 FAMIILY TRUST NM-403-1728			NM-104-2 KEITH F. QUAIL, ETUX	1.666667 UNLEASED MINER	5.000000 UNLEASED MINER	NM-104-2 KEITH F.	1 666667 LINI FASED MINERALS	1.666666 UNLEASED MINERALS	FEE - HBP	NM-403-1724-A		NM-403-1724 FEE - HBP	5.000000 PATRICIA JOHNSO	FEE·HBP	7.500000 NEW MEXICO OSA	NM-403-1553-J FEE - HBP	2.500000 ATLANTIC RICHFIELD COMPANY	0.20033 WILLIAM F. NIXON NM-403-1553-1	-1	3.750000 MARSHALL & WINSTON, INC. NM-403-1553-D		1.250000 KERR-MCGEE COR	NM-403-1553-A FEE - HBP	3.750000 BONNIE H. MORRISON	FEE - HBP	0.208333 C. R. NIXON, JR.	NM-403-497-C FEE - HBP	0 833334 I FNA W HII DT	2.500000 ATLANTIC RICHFIE NM-403-1553-J	0.208333 WILLIAM H. NIXON ESTATE		FEE - HBP	1.250000 KERR-MCGEE CORPORATION NM-403-1553-C		1.250000 BONNIE H. MORRISON NM-403-1553-A		NM-403-1553 FEE - HBP	0.208333 C. R. NIXON, JR.	NM-403-497-R1 FEE - HBP	7.500000 NEW MEXICO OSAGE COOP		NM-403-497-J FEE - HBP	EXPRIATION DATE
FAMILY TRUST	QUAIL, ETUX	QUAIL ETUX	QUAIL, ETUX	LS	OLIAIL ETILIX	QUAIL, ETUX	QUAIL, ETUX	LS		Root			NCOOPER		GE COOP / COQUINA	NM-403-1553-J FEE - HBP	LD COMPANY	ESIAIE		TON, INC.		PORATION							LD COMPANY	ESTATE	,	TON INC	PORATION		SON					GE COOP			
ABO PETROLEUM CORPORATION MYCO INDUSTRIES INC	OF FOAL, INC.	SEIDAL	SACBANENTO BABTNEBS I TO	LAURA PATRICIA LODEWICK	LAURA B. LODEWICK		DHN W LODEWICK	LODEWICK ENERGY, INC.	YATES DETECT ET IM CORPORATION	MYCO INDUSTRIES, INC.	YATES PETROLEUM CORPORATION	MYCO INDUSTRIES, INC. YATES DRILLING COMPANY	ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY	ABO PETROLEUM CORPORATION		YATES PETROLEUM CORPORATION	TATES PETROLEOM CORPORATION		YATES PETROLEUM CORPORATION		YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION	MYCO INDUSTRIES, INC. YATES DRILLING COMPANY	ABO PETROLEUM CORPORATION	YATES DRILLING COMPANY	ABO PETROLEUM CORPORATION	Control Control	VATES BETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	TO THE THE POPULATION CONTROL OF THE POPULAT	VATES DETECTION OF THE CORRESPONDENT OF	YATES PETROLEUM CORPORATION	YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC.	YATES PETROLEUM CORPORATION	MYCO INDUSTRIES, INC.	ABO PETROLEUM CORPORATION ABO PETROLEUM CORPORATION	MYCO INDUSTRIES, INC. YATES DRILLING COMPANY	ABO PETROLEUM CORPORATION	ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY	SHARBRO OIL LIMITED COMPANY TRUST Q U/W/O PEGGY A. YATES	AND PERCENTAGE
10.000000 DC	S S S S S S S S S S S S S S S S S S S	0.0000	1000000	100.000000	100.000000	100:000	100000	100.000000	10.000000	10.000000	70.000000 SP	10.000000 JO	10.000000 HO	25,000000	25.00000		100.000000	700,00000		100.000000		70.000000	10.000000 WE	10.000000 SH	20.000000 NE	20.000000 MA		100 00000 RP	100.000000	100.000000	100,00000	100	100.000000	70.000000	10.000000	40.000000	20.000000	25.000000	25.000000 25.000000	25.000000	16.666667 33.333334	16.666667 8.333333	AN
DORCHESTER 1988 FAMILY TRUST											SPIRAL, INC.	JOHNSON, S. P. III & BARBARA J. PJC LIMITED PARTNERSHIP	HOOPER, ROBERT G.										WEDDERBURN PROPERTIES, LLC	SHEETS, ELIZABETH RUTH NIXON	MA ILUCA MINERALS LIMITED COMPANY NEARBURG EXPLORATION COMPANY TAXABLE F TOYANTY	MARSHALL & WINSTON, INC.	DEVON ENERGY PRODUCTION CO., LP GOOD EARTH MINERALS, LLC																AND PERCENTAGE
18.750000 NONE				anii Os S									0.250000 NONE					等的是是一个一个人,但是一个一个人,但是一个一个人,但是一个一个人,也是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个					0.195310				1.582510 NORMAN, ELIZABETH TI-TRUSTEE 0.582500 BELLO 1.757820 SPACE BUILDING CORPORATION -0.005880 BROWI	MOORE C				7:11											AND PERCENTAGE STATES
ABO PETROLEUM CORPORATION	SPIRAL, INC. TRANSREPUBLIC RESOURCES, LTD INTO TETROLEUM, COMPANY VAN VRANCEN, FREDERICK, JR. VATES DRILLING COMPANY VATES DETROLEUM, CORPORATION	SACRAMENTO PARTNERS LIMITED	MYCO INDUSTRIES, INC.	LODEWICK, LAURA PATRICIA	KELLER, BETSY H.	KAWASAKI, DR. ISAAC A.	HOLLYHOCK LTD	HODGE, JOSEPH R.	GFB ACQUISITION - 1, LP	GENDRON, J. W.		BROWN BROTHERS HARRIMAN TRUST	ABO PETROLEUM CORPORATION		YATES DRILLING COMPANY YATES PETROL FLIM CORPORATION	UNIT PETROLEUM COMPANY VAN VRANKEN, FREDERICK, JR.	TRANSREPUBLIC RESOURCES, LTD	SCHUMAN, ADOLPH P. SPIRAL INC.	OLIVER, WILLIAM B. TRUST	LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC.	KELLER, BETSY H.	HOLLYHOCK, LTD KAWASAKI, DR. ISAAC A.	HODGE, JOSEPH R.	GOODNOW, DAVID	GENDRON, J. W.	BUNN, FRANCES B.	0.562500 BELLO, ERNIE 0.005880 BROWN BROTHERS HARRIMAN TRUST	A MASSED ARO PETROLEUM CORPORATION	L. D. C.					· · · · · · · · · · · · · · · · · · ·		The state of the s	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10		2000年 1				AND PERCENTAGE
0.937500 OPERATING 2.083333 AGREEMENT	6.25000 0.185170 0.185170 18.332940 0.037170 1.033750 54.882500	6.250000 0.037160	0.037170	2.083330	0.018580 2.083330	0.037160	2.083340	0.001550	4.398060 0.037160	0.055750	SECTION 29: NE/4		1.093750 OPERATING	1	1.093750	18.332942 0.037163	0.185181	0.037163 8.250000	0.037163	2.083333 1.093750	0.018582 2.083333	2.083334 0.037164	0.001549	0.037164	1-12-		0.037164 AGREEMENT 0.009291 BINGER AKU #1	1 093750 OPERATING													-		

52 81	51 40.00				*
81.37 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 30: LOT 3 (NW/4SW/4), NE/4SW/4	OO TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 29: SW/ANW/4	RANGE 25 EAST, MAPM SECTION 28: NW/ANW/A		[]	ACRES OF LANDS SECTION 29: NE/ANE/ANW/4
81.370000	13.33333 6.88887 3.33334 4.44444 4.44444 3.33334 4.44444	2.856250 2.031250 2.031250 2.031250 2.031250 2.030250	2.500000 0.833334 0.833333 2.500000 5.000000	3.33333 3.333333 3.333333	
S. P. JOHNSON, III, ETAL NM-403-22 FEE - HBP	GLADYS PROCE FEE, HBP JAMES N. FOSTER, ETUX FEE, HBP FEE, HBP FEE, HBP FEE, HBP GOOK FEE, HBP	NM-403-1170-B FEE: HBP JUDITH ANN BECKER NM-403-1770-B FEE: HBP GEWARD HUGH SPRAGUE, JR. NM-403-1770-C FEE: HBP OFFIE: HBP FEE: HBP OFFIE: HBP OFFIE: HBP OFFIE: HBP FEE: HBP OFFIE: HBP OFFIE: HBP FEE: HBP OFFIE: HBP OFFI	2 200000 PA IRICIA JUNNSON COOPER NA 1724 A FEE - HBP 2 2 500000 S. P. JOHNSON, III TRUST NA 403-1724 A FEE - HBP 0 833334 UNILEASED MINERALS 0 833333 UNILEASED MINERALS 1 104-2 KEITH F. QUAIL, ETUX 1 104-2 KEITH F. QUAIL, ETUX 1 1050000 UNILEASED MINERALS 2 500000 UNILEASED MINERALS 1 1050000 UNILEASED MINERALS 1 1050000 UNILEASED MINERALS 1 1050000 UNILEASED MINERALS 1 10500000 UNILEASED MINERALS 1 1050000 UNILEASED MINERALS 1 10500000 UNILEASED MINERALS 1 105000000 UNILEASED MINERALS 1 10500000 UNILEASED MINERALS 1 105000000 UNILEASED MINERALS 1 10500000 UNILEASED MINERALS 1 105000000 UNILEASED MINERALS 1 1050000000000000000000000000000000000	BLANCO COMPANY / MARATHON 403-171 FEE - HBP KECHANE, INC. / MARATHON 403-171-A FEE - HBP UNLEASED MINERALS	FEE - HBP
CATHIE CONE MCCOWN AUVENSHINE CHILDREN'S KATHLEEN CONE TRUST DOUGLAS L. CONE	NEARBURG EXPLORATION COMPANY	VATES PETROLEUM CORPORATION	ABO PET ROLEUM COMPONATION MYCO INDUSTRIES, INC. YATES BRILLING COMPANY YATES BETROLEUM CORPORATION ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DELLUNG COMPANY YATES PETROLEUM CORPORATION LODEWICK ENERGY, INC. JOHN W. LODEWICK LAURA PATRICIA LODEWICK LAURA PATRICIA LODEWICK SACRAMENTO PARTNERS LTD SPIRAL, INC.	YATES PETROLEUM CORPORATION YATES PETROLEUM CORPORATION FIRST ROSWELL COMPANY LIMITED	AND PERCENTAGE YATES DRILLING COMPANY YATES PETROLEUM CORPORATION
2.142224 1.142225 1.142224 1.142224	100.000000 100.000000 100.000000 100.000000 100.000000 100.0000000	100.0000000			10.000000
JOHNSON, S. P. III & BARBARA J. PJC LIMITED PARTNERSHIP	RANGER SERVICE	BURNS, ETHELE MERWICK, CATHERINE J. SIMPSON, PATRICIA J. VOIGT, WILMA EVELYN			AND PERCENTAGE
9.375000 9.375000	0.194180 0.390630 0.390630 3.125000 1.56250 0.390630 1.56260 0.397450 0.397450 0.250420 0.250	2.490250 0.230060 1.660160 6.250000	3,00000 1,041660 3,00000 1,041660 3,000000 3,125000	8.333330 4.166670 8.333330	
CHAMBERS, LOLLIE DEE KING, ESTATE CHAMBERS, ROBERTEE, IR DAWSON, NEVA CHAMBERS LIPSCOMBE, CELESTE CHAMBERS	M180 NONE M180 NONE SESSO M180 NONE M180	A TES PETROLEUN CORPORATION A TES PETROLEUN	DAL MACA LINE COLOR W DI CODEWICK: LAURA PATRICIA SPRAL INC.	FIRST ROSVIELL COMPANY	ANDPERCENTAGE
© 0.258209 AUVENSHINE CHILDREN'S © 0.088736 CONE, KATHLEEN TRUST, DEC'D (BOC) © 0.088736 CONE, KATHLEEN TRUST, DEC'D (KGC) © 0.088736 CONE, KATHLEEN TRUST, DEC'D (KGC)		250000	0.520830 0.520830 1.582500	2.08333	AND PERCENTAGE HOLLYHOCK, LTD LODEWICK, LOURA WILL LODEWICK, LAURA PATRICIA MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY SACKAMENTO PARTINERS LIMITED SPIRAL, INC. VOIGT, WILMA EVELYN YATES DRILLING COMPANY YATES PETROLEUM CORPORATION
0.599601 C 0.399734 A 0.599601 D 0.599601 SI	0.937500 2.083333 M 1.041686 V 1.041687 SI 1.041687 O 0.937500 25,00000 3.125000 0.3125000 12.50000 12.50000 48.229167	2.08333 M 1.04168 W 1.041687 M 1.041687 M 0.037500 3.125000 0.337500 0.037500 48.229167	2.083330 1.041667 1.041667 1.041667 1.041667 1.037500 25.00000 3.125000 3.1250000 3.12500000 0.327500 48.229167	0.937500 O 2.08333 A 1.04 1667 S 1.04 1667	1.041666 V 1.041667 S 1.041667 S 1.041667 4 0.937500 25.000000 3.125000 3.125000 12.500000 0.937500 48.229167
0.599601 OPERATING 0.399734 AGREEMENT 0.599601 DAGGER ZW #1 0.599601 SECTION 30: SW/4	OPERATING OPERATING AGREEMENT VOIGHT AJD COM #1 SECTION 29: NW/4 403-1770-F 9-1-1991	AGREEMENT SUCIGHT ALD COM #1 SECTION 29: NWW4 403-1770-F 9-1-1991	33 AGREEMENT 33 CORREMENT 35 COIGHT ALD COM #1 77 SECTION 29: INVIVA 7403-1770-F 9-1-1991 00 00 00 00 00 00 00	O OPERATING 3 AGREEMENT 6 VOIGHT AJD COM #1 7 SECTION 29: NW/4 7 403-1770-F 9 1-1991	VOIGHT AJD COM#1 SECTION 29: NW//4 403-1770-F 9-1-1991

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OF LANDS	,							_		TOWNSHIP 19 SOUTH,	RANGE 25 EAST, NMPM	SECTION 30: LOT 4	(SWI4SWI4), SEI4SWI4															
EXPRIATION DATE										4.069500 S. P. JOHNSON, III, ETAL	NM-403-22	FEE - HBP											40.695000 MINERALS	NM-404-4-B, COVERT, RUTH K	18.312756 MINERALS NM-404-4-B. COVERT RUTH K	9.156375 MINERALS	NM-404-4-B, COVERT, RUTH K.	9.156375 MINERALS
AND PERCENTAGE	CLIFFORD CONE	CLIFFORD CONE FAMILY TRUST	KENNETH G CONE	KATHI EEN COME TRICT	D.C. TRUST, MARIL YN. J. CONF	MARATHON OIL COMPANY	SACRAMENTO PARTNERS LIMITED	SPIRAL INC.	YATES PETROLEUM CORPORATION	CATHIE CONE MCCOWN	AUVENSHINE CHILDREN'S	KATHLEEN CONE TRUST	DOUGLAS L. CONE	CLIFFORD CONE	CLIFFORD CONE FAMILY TRUST	TOM R. CONE	KENNETH G. CONE	KATHLEEN CONE TRUST	O C INDST, MARILING, CORE	MARA I HON OIL COMPANY	SPIRAL, INC.	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION		CITIES SERVICE OIL & GAS CORPORATIO	WARATHON OIL COMPANY		DEPCO, INC.
AND PERCENTAGE	1.142224	1.142224	1 142224	1 1/2224	1.142224	0.648083	1.438384	1.439384	85,050908	2.142224 VAN WINKLE, JOANNE D.	1.142225	1.142224	1.142224	1.142224	1.142224	1.142224	1.142224	1.142224	1.142224	1 439384	1.439384	85.050908	100.000000		100.000000	100,000,000	_	100.000000
AND PERCENTAGE	PROBANDT, W. T. & JEANETTE 1 0.8240	のないのでは、これには、これには、これには、これには、ないのでは、これには、これには、これには、これには、これには、これには、これには、これに		一年 一	The state of the s		こうしょう かんしょう かんしゅうかん いっこう かんしょう はんしゅう はんしゅん はんしゃん はんしゅん はんしゅん はんしゅん はんしゅん はんしゃん はんしん はんし	すべては、これでは、これには、これには、これには、これには、これには、これには、これには、これに	さんかい こうしゅう かんしゅう かんしゅん かんしゃ かんしゃ かんしん かんしん かんしん かんしん かんしん かんし	0.937500 CHAMBERS, LOLLIE DEE KING, ESTATE 0.0133			FREEMAN ALICE ANN HANKS 0.3581	ERS	PROBANDT, W. T. & JEANETTE J	The state of the s	The second secon				一切のでは、一切のは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、一般のでは、	A CONTROL OF THE PROPERTY OF T		というと、「大きないのでは、		門以下於一次一次一次一次一次一次一次的人也可以不可以不可以不可以不可以不可以不可以不可以不可以不可以不可以不可以不可以不可	を できない できない できない できない できない できない できない できない	
AND PERCENTAGE	0.824080 CONE, RANDY LEE	MCCOWN CATHE CONE	SACRAMENTO PARTNERS I IMITED	SPIRALING	YATES PETROLEUM CORPORATION			ini',	A	0.013310 AUVENSHINE CHILDREN'S	0.004437 CONE, KATHLEEN TRUST, DEC'D (BOO)	0.004437 CONE, KATHLEEN TRUST, DEC'D (KGC)	0.358185 CONE, KENNETH G.	0.004437 CONE, RANDY LEE	0.824080 CONE, TOM R.	MARKS OIL INC.	MCCOWN, CATHIE CONE	SACRAMENTO PARTNERS LIMITED	CHAPTER STATE CONTRACTOR	TALES PELINOLEOM CONFORATION			1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	4 - 5 - 26 - 26 - 26 - 26 - 26 - 26 - 26		100	The state of the s	
ACT CACO	0.199867 403-22-E 4-15-1987	0.599601	0 755592	0.755590	94,891210	_		_		0.599601 OPERATING	0.399734 AGREEMENT	0.599601 DAGGER ZW #1	0.599601 SECTION 30: SW/4	0.199867 403-22-E 4-15-1987	0.599601	5.625690	0.599601	0.755592	0.7000#	09,2000,00	_	_						_