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& SHERIDAN, P.A.

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TELEPHONE: (505) 988-4421
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October 11, 1993

HAND-DELIVERED

William J. LeMay, Director
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
State Land Office Building
Santa Fe, New Mexico 87503

Case 10864

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

Dear Mr. LeMay:

On this date, Texaco Exploration and Production Inc. ("Texaco") filed the enclosed application seeking administrative approval for nine lease line injection wells in its Rhodes Yates Waterflood. Texaco hopes to drill five of these wells in 1993.

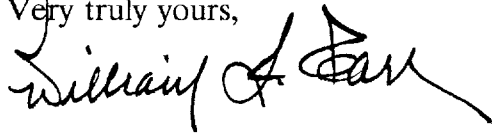
Although Texaco does not anticipate any objection to this administrative application, we are requesting that it also be docketed for hearing on November 4, 1993. By doing this, Texaco can avoid the delay that could result if an objection is received and still have this matter reviewed at an Examiner hearing in time to permit it to proceed with its development plans in 1993.

Accordingly, enclosed is a legal advertisement for this application which Texaco requests be included on the November 4, 1993 Examiner hearing docket.

William J. LeMay, Director
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
October 11, 1993
Page 2

Your attention to this request is appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read "William F. Carr". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enclosures
cc: Ronald W. Lanning

CASE 1086:4 Application of Texaco Exploration and Production Inc. for nine lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico. Applicant seeks authority to drill the following nine lease line injection wells in its Rhodes Yates cooperative Waterflood for injection into the Yates and Seven Rivers formations, Rhodes Yates Seven Rivers Pool:

Rhodes NCT Coop Fed. Com-1 No. 1, to be located 1572 feet FSL, 2375 feet FEL of Section 27, T26S, R37E.

Rhodes NCT Coop Fed. Com-1 No. 2, to be located 2310 feet FNL, 2310 feet FEL of Section 27, T26S, R37E.

Rhodes NCT Coop Fed. Com-1 No. 3, to be located 1155 feet FNL, 2376 feet FEL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-2 No. 1, to be located 2551 feet FNL, 44 feet FWL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-3 No. 1, to be located 1360 feet FSL, 50 feet FWL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-4 No. 1, to be located 1430 feet FSL, 10 feet FEL of Section 21, T26S, R37E.

Rhodes Yates Coop Fed. Com-5 No. 1, to be located 10 feet FWL, 130 feet FNL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-4 No. 2, to be located 130 feet FNL, 1310 feet FWL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-6 No. 1, to be located 130 feet FNL, 2588 feet FWL of Section 27, T26S, R37E.

This project area is located approximately ____ miles _____ of _____, New Mexico.

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
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Oil Conservation Division
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State Land Office Building
Santa Fe, New Mexico 87503

Page 10864

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

Dear Mr. LeMay:

Texaco Exploration and Production Inc. ("Texaco") hereby makes application for administrative approval of the following nine lease line injection wells in its Rhodes Yates Waterflood:

Rhodes NCT Coop Fed. Com-1 No. 1, to be located 1572 feet FSL, 2375 feet FEL of Section 27, T26S, R37E.

Rhodes NCT Coop Fed. Com-1 No. 2, to be located 2310 feet FNL, 2310 feet FEL of Section 27, T26S, R37E.

Rhodes NCT Coop Fed. Com-1 No. 3, to be located 1155 feet FNL, 2376 feet FEL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-2 No. 1, to be located 2551 feet FNL, 44 feet FWL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-3 No. 1, to be located 1360 feet FSL, 50 feet FWL of Section 27, T26S, R37E.

William J. LeMay, Director
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
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Rhodes Yates Coop Fed. Com-4 No. 1, to be located 1430 feet FSL, 10 feet FEL of Section 21, T26S, R37E.

Rhodes Yates Coop Fed. Com-5 No. 1, to be located 10 feet FWL, 130 feet FNL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-4 No. 2, to be located 130 feet FNL, 1310 feet FWL of Section 27, T26S, R37E.

Rhodes Yates Coop Fed. Com-6 No. 1, to be located 130 feet FNL, 2588 feet FWL of Section 27, T26S, R37E.

Due to communitization of the lease line producers, certain well name changes have occurred since this development plan was initially proposed. Attached hereto as Exhibit 2 is a list which sets out these name changes.

In 1991, Texaco completed a reservoir study and development plan for this waterflood located in southeastern Lea County, New Mexico. The basic findings of this study indicate that the existing eighty-acre five-spot waterflood patterns were approaching depletion and incremental reserves would be wasted without infill drilling and injection pattern downspacing. Phase 1 was implemented in 1992, Phase 2 is scheduled for 1993 and Phase 3 is scheduled for 1994. Included in Phase 2 is the drilling of five lease line producers and in Phase 3 is the drilling of four lease line producers to effectively downspace the injection patterns. These lease line wells will be governed by Rhodes Area Cooperative Lease Line Agreement which is attached hereto as Exhibit 1. The affected working interest owners in the Rhodes Yates Waterflood are Texaco Exploration and Production Inc.; Amerada Hess Corporation; States, Inc.; and Stirling Oil and Gas Company. As shown on Exhibit 1, each of these working interest owners has approved this agreement.

This is a cooperative waterflood is operated by Texaco and contains the following previously approved waterflood projects:

1. W. H. Rhodes Federal "A" Lease
2. W. H. Rhodes Federal "B" NCT-1 Lease

William J. LeMay, Director
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
October 11, 1993
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3. W. H. Rhodes Federal "B" NCT-2 Lease
4. Rhodes Yates Unit

The Rhodes Waterflood contains both State and Federal acreage. Preliminary approval of this project has been received from the Commissioner of Public Lands and the Bureau of Land Management and these approval letters are attached hereto as Exhibits 3 and 4.

Attached as Exhibit 5 are plats showing all operators of spacing units offsetting this waterflood project and all offsetting Yates production. Exhibit 6 consists of the OCD Form C-102 for each well showing its surveyed surface location. Texaco requests approval to locate each well on the tract indicated on this form but also seeks authority to move the proposed well location up to 100 feet from the surveyed location if that becomes necessary due to unexpected topographic conditions.

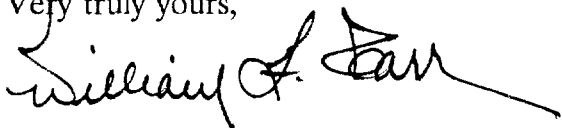
Attached to the Rhodes Area Cooperative Lease Line Agreement (Exhibit 1 to this application) is a plat showing the project outline (Exhibit A to Exhibit 1) and a plat identifying each injection and producing well in this project (Exhibit B to Exhibit 1).

Approval of this application and the implementation of this project by downspacing the existing eighty-acre five-spot waterflood patterns in the Rhodes Yates Waterflood with lease line producers will result in an estimated increase in recovery of oil from this cooperative waterflood of approximately 1.6 million barrels of oil.

Copies of this application have been provided by Certified Mail to the offsetting operators in the Yates and Seven Rivers formations and to all non-cost bearing interest owners in the waterflood project area by Certified Mail. Copies of the transmittal letters and mailing receipts are attached hereto as Exhibit 7.

If you need any additional data from Texaco to proceed with your consideration of this matter, please advise.

Very truly yours,

A handwritten signature in black ink, appearing to read "William F. Carr", with a long horizontal flourish extending to the right.

WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enclosures

William J. LeMay, Director
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
October 11, 1993
Page 4

cc: Mr. J. T. Sexton, District Supervisor (w/enclosures)
Oil Conservation Division
Post Office Box 1980
Hobbs, New Mexico 88240

State Land Office (w/enclosures)
Post Office Box 1148
Santa Fe, New Mexico 87504-1148
Attn: Floyd O. Prando
Jami Bailey

Bureau of Land Management (w/enclosures)
Post Office Box 1397
Roswell, New Mexico 88202-1397
Attn: Armando Lopez

COPY

Case 10864

RHODES AREA COOPERATIVE LEASE LINE AGREEMENT

THIS AGREEMENT, is entered into as of the 1st day of July, 1993, between Texaco Exploration and Production Inc. ("TEPI") and Amerada Hess Corporation ("Amerada") as working interest owners in the W. H. Rhodes "A" and "B" Leases, and TEPI, Amerada, States, Inc. ("States") and Stirling Oil and Gas Company ("Stirling"), as working interest owners in the Rhodes Yates Unit. TEPI, Amerada, States and Stirling are hereinafter collectively referred to as the "Parties" and in the singular as a "Party."

WITNESSETH:

WHEREAS, each of the Parties hereto represents that the W. H. Rhodes "A" and "B" Leases and the Rhodes Yates Unit, as shown on Exhibit "A" attached hereto and made a part hereof, are currently producing oil from the Rhodes Yates Seven Rivers formation in Lea County, New Mexico; and

WHEREAS, in the interest of more properly producing and conserving the oil and associated hydrocarbons from the lands and leases, the Parties hereto desire to enter into and operate a cooperative program in order to obtain the maximum economic recovery of such substances from said producing formation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

I.

TEPI, as Operator of the W. H. Rhodes "A" and "B" Leases and the Rhodes Yates Unit, will drill and equip the wells listed below for the purpose of oil production from the Rhodes Yates Seven Rivers formation:

W. H. Rhodes "B" NCT-1 Well No. 22, to be located 1572 feet FSL, 2375 feet FEL of Section 27, T26S, R37E.

W. H. Rhodes "B" NCT-1 Well No. 26, to be located 2310 feet FNL, 2310 feet FEL of Section 27, T26S, R37E.

W. H. Rhodes "B" NCT-1 Well No. 27, to be located 1155 feet FNL, 2376 feet FEL of Section 27, T26S, R37E.

Rhodes Yates Unit Well No. 18, to be located 2551 feet FNL, 44 feet FWL of Section 27, T26S, R37E.

Rhodes Yates Unit Well No. 19, to be located 1360 feet FSL, 50 feet FWL of Section 27, T26S, R37E.

Rhodes Yates Unit Well No. 20, to be located 1430 feet FSL, 10 feet FEL of Section 21, T26S, R37E.

Rhodes Yates Unit Well No. 21, to be located 10 feet FWL, 130 feet FNL of Section 27, T26S, R37E.

Rhodes Yates Unit Well No. 22, to be located 130 feet FNL, 1310 feet FWL of Section 27, T26S, R37E.

Rhodes Yates Unit Well No. 23, to be located 130 feet FNL, 2588 feet FWL of Section 27, T26S, R37E.

All of the above wells are located in Lea County, New Mexico as shown on the map attached hereto as Exhibit "B". Locations may be moved up to 100 feet in any direction in case of surface restrictions.

II.

Except as otherwise provided herein, all operations hereunder will be governed by the applicable terms of the Operating Agreement for the Rhodes Yates Unit, attached hereto as Exhibit "C" and incorporated herein by reference. All costs to drill, equip, operate, plug and abandon the wells and all production therefrom will be allocated and the wells owned on the following basis:

W. H. Rhodes "B" NCT-1 Well No. 22	50% W. H. Rhodes "B" Lease 50% Rhodes Yates Unit
W. H. Rhodes "B" NCT-1 Well No. 26	50% W. H. Rhodes "B" Lease 50% Rhodes Yates Unit
W. H. Rhodes "B" NCT-1 Well No. 27	50% W. H. Rhodes "B" Lease 50% Rhodes Yates Unit
Rhodes Yates Unit Well No. 18	75% Rhodes Yates Unit 25% W. H. Rhodes "B" Lease
Rhodes Yates Unit Well No. 19	50% Rhodes Yates Unit 50% W. H. Rhodes "B" Lease
Rhodes Yates Unit Well No. 20	50% Rhodes Yates Unit 50% W. H. Rhodes "A" Lease
Rhodes Yates Unit Well No. 21	75% Rhodes Yates Unit 25% W. H. Rhodes "A" Lease
Rhodes Yates Unit Well No. 22	50% Rhodes Yates Unit 50% W. H. Rhodes "A" Lease
Rhodes Yates Unit Well No. 23	25% Rhodes Yates Unit 50% W. H. Rhodes "A" Lease 25% W. H. Rhodes "B" Lease

VIII.

All obligations of any Party hereto shall be suspended while said Party is prevented from complying therewith, in whole or in part, by strikes, fire, war, civil disturbance, acts of God, federal, state or municipal laws, orders or regulations, inability to secure water or materials or other causes beyond the reasonable control of said Party; provided, however, that performance shall be resumed within a reasonable time after such cause has been removed; and provided further that no Party shall be required against its will to adjust or settle any labor dispute. This Agreement shall not be terminated by reason of suspension of operations due to the aforesaid causes.

IX.

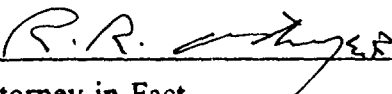
The terms and provisions of this agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

X.

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of July 1, 1993.

TEXACO EXPLORATION AND PRODUCTION INC.



Attorney-in-Fact

AMERADA HESS CORPORATION

Title: _____

STATES, INC.

Title: _____

STIRLING OIL AND GAS COMPANY

Title: _____

VIII.

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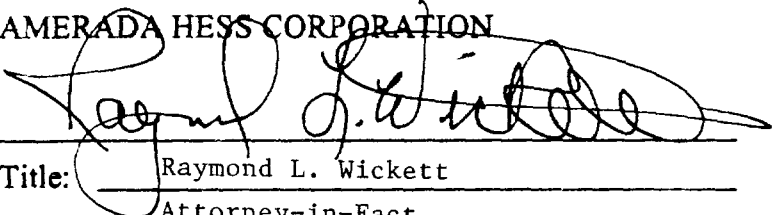
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of July 1, 1993.

TEXACO EXPLORATION AND PRODUCTION INC.

Attorney-in-Fact

AMERADA HESS CORPORATION



Title: Raymond L. Wickett
Attorney-in-Fact

STATES, INC.

Title: _____

STIRLING OIL AND GAS COMPANY

Title: _____

VIII.

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TEXACO EXPLORATION AND PRODUCTION INC.

Attorney-in-Fact

AMERADA HESS CORPORATION

Title: _____

STATES, INC.

Title: _____

Paul Ling
HRES.

STIRLING OIL AND GAS COMPANY

Title: _____

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TEXACO EXPLORATION AND PRODUCTION INC.

Attorney-in-Fact

AMERADA HESS CORPORATION

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STATES, INC.

Title: _____

STIRLING OIL AND GAS COMPANY

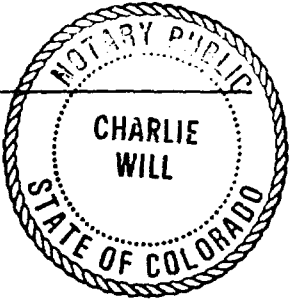
Title: _____

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 9th day of August, 1993, by R.R.O'Dwyer, Attorney-in-Fact of Texaco Exploration and Production Inc., a Delaware corporation.

My commission expires:
10-25-93

Charlie Will
Notary Public



STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____ of Amerada Hess Corporation, a _____ corporation.

Notary Public

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____ of States, Inc., a _____ corporation.

Notary Public

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____ of Stirling Oil and Gas Company, a _____ corporation.

Notary Public

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____, Attorney-in-Fact of Texaco Exploration and Production Inc., a Delaware corporation.

Notary Public

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this 6th day of August, 1993, by Raymond L. Wickett, ~~Attorney-in-Fact~~ of Amerada Hess Corporation, a Delaware corporation.


Notary Public

COM EXPIRES 3/29/97

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____ of States, Inc., a _____ corporation.

Notary Public

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____ of Stirling Oil and Gas Company, a _____ corporation.

Notary Public

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____, Attorney-in-Fact of Texaco Exploration and Production Inc., a Delaware corporation.

Notary Public

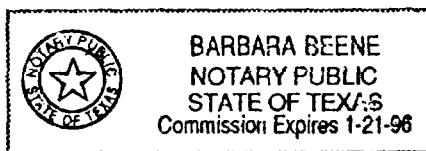
STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____, _____ of Amerada Hess Corporation, a _____ corporation.

Notary Public

STATE OF TEXAS
COUNTY OF Stephens

The foregoing instrument was acknowledged before me this 14th day of July, 1993, by John H. Connally, President of States, Inc., a Tulsa corporation.



Barbara Beene
Notary Public

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____, _____ of Stirling Oil and Gas Company, a _____ corporation.

Notary Public

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____, Attorney-in-Fact of Texaco Exploration and Production Inc., a Delaware corporation.

Notary Public

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____, _____ of Amerada Hess Corporation, a _____ corporation.

Notary Public

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____, _____ of States, Inc., a _____ corporation.

Notary Public

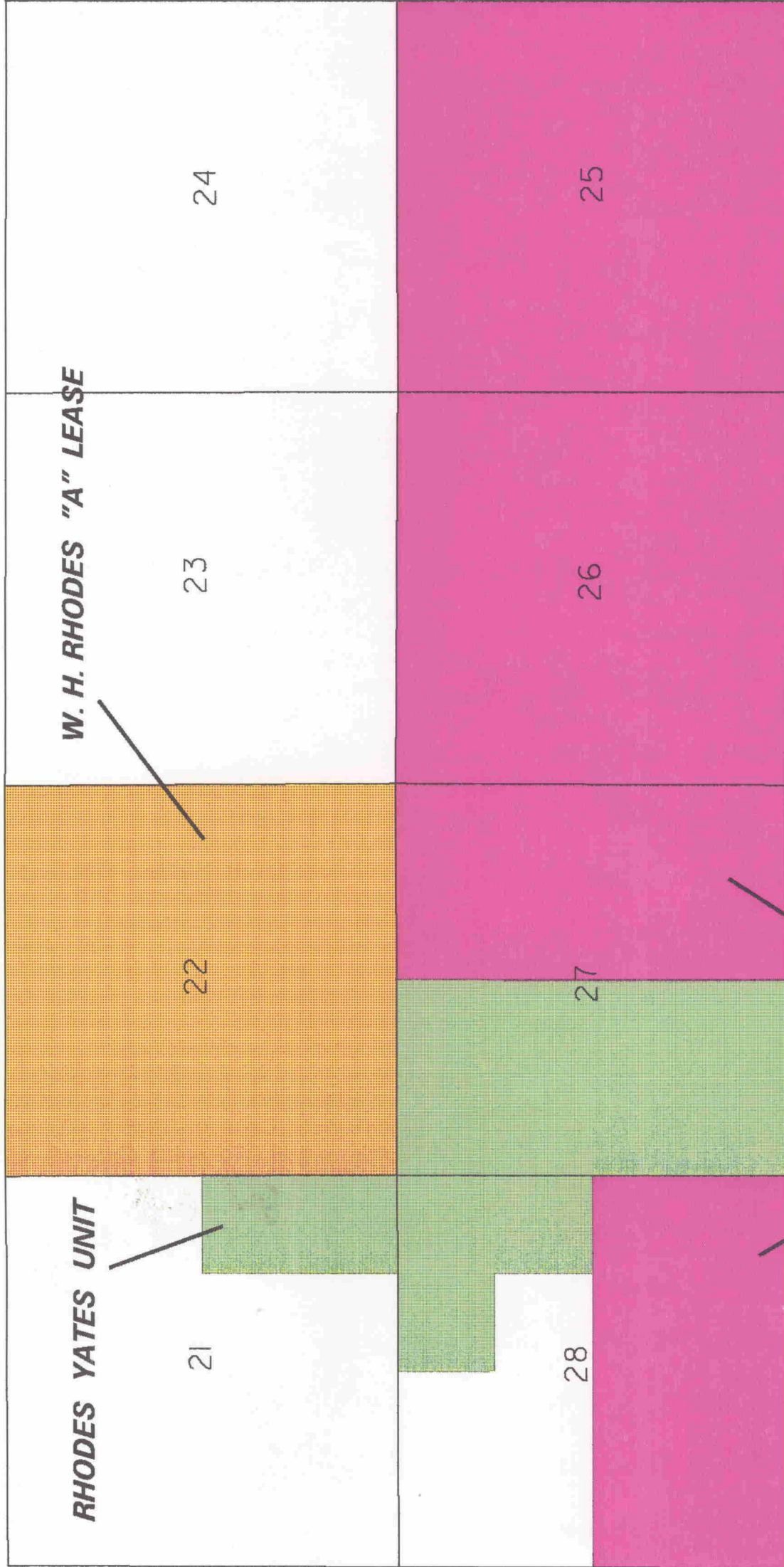
STATE OF TEXAS
COUNTY OF Tarrant

The foregoing instrument was acknowledged before me this 6th day of July, 1993, by Haron Cawley, Partner of Stirling Oil and Gas Company, a Partnership corporation.

Reahin D. Wilson
Notary Public

T-26-S, R-37-E
LEA COUNTY, NEW MEXICO

EXHIBIT "A"



T-26-S, R-37-E
LEA COUNTY, NEW MEXICO

EXHIBIT "B"

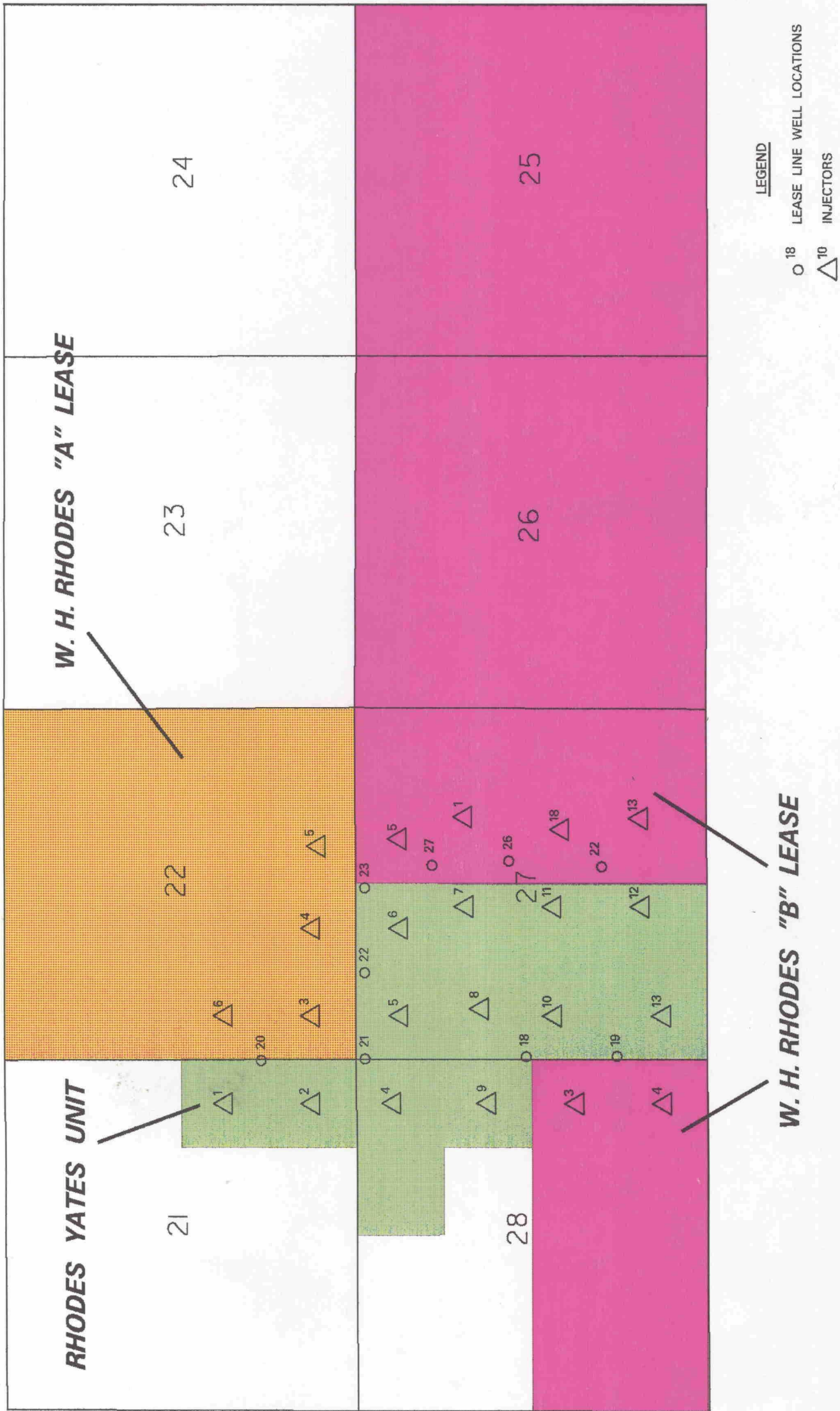


EXHIBIT "C"

UNIT OPERATING AGREEMENT
FOR THE DEVELOPMENT AND OPERATIONS
OF THE
RHODES-YATES UNIT
RHODES YATES FIELD, COUNTY OF LEA,
STATE OF NEW MEXICO

254790-B

UNIT OPERATING AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
RHODES-YATES UNIT
RHODES YATES FIELD, COUNTY OF LEA
STATE OF NEW MEXICO

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UNIT OPERATING AGREEMENT
RHODES-YATES UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 15th day of December, 1972, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

WITNESSETH:

WHEREAS, The parties hereto as Working Interest Owners have executed, as of the date hereof, an agreement entitled, "Unit Agreement, Rhodes-Yates Unit, Lea 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 the development and operation of the Unit Area as therein defined;

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

ARTICLE 1
CONFIRMATION OF UNIT AGREEMENT

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 Exhibits A, B and C of the Unit Agreement.

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

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

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

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

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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 the Working Interest Owners shall decide and take action shall include but not be limited to, the following:

3.2.1 Method of Operation. The method of operation, including any type of pressure maintenance, secondary recovery, or other recovery program to be employed.

3.2.2 Drilling of Wells. The drilling of any well whether for production of Unitized Substances, for use as an injection well, or for other purposes.

3.2.3 Well Recompletions and Change of Status. The recompletion, deepening, abandonment, or change of status of any well, or the use of any well for injection or other purposes.

3.2.4 Expenditures. The making of any single expenditure in excess of Ten Thousand Dollars (\$10,000.00); provided that, approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefor, and for completing, testing, and equipping the same, including necessary flow lines, separators, and lease tankage.

3.2.5 Disposition of Unit Equipment. The selling or otherwise disposing of any major item of surplus Unit Equipment, if the current list price of new equipment similar thereto is Three Thousand Five Hundred Dollars (\$3,500.00) 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; provided that, such designation shall not prevent any Working Interest Owner at its own expense from appearing in person or from designating another representative in its own behalf.

3.2.7 Audits. The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder; provided that, the audits shall

- (a) not be conducted more than once each year except upon the resignation or removal of Unit Operator,
- (b) be made at the expense of all Working Interest Owners other than the Working Interest Owner designated as Unit Operator, and
- (c) be made upon not less than thirty (30) days' written notice to Unit Operator.

3.2.8 Inventories. The taking of periodic inventories under the terms of Exhibit E.

3.2.9 Technical Services. The authorizing of charges to the joint account for services by consultants or Unit Operator's technical personnel not covered by the overhead charges provided by Exhibit E.

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

4.2 Meetings. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one or more Working Interest Owners having a total Unit Participation of not less than ten per cent (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 shall not be prevented from amending items included in the agenda or from deciding the 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.

4.3.2 Vote Required -- Generally. Unless otherwise provided herein or in the Unit Agreement, all matters shall be decided by the affirmative vote of two or more Working Interest Owners having a combined interest of at least seventy-five percent (75%); however, should any one Working Interest Owner have 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 two or more Working Interest Owners having a combined voting interest of at least forty percent (40%) vote against the motion or fail to vote.

4.3.3 Vote at Meeting by Nonattending Working Interest Owner. Any Working Interest Owner who is not represented at a meeting may vote by letter or telegram addressed to the representative of the Unit Operator if its vote is received prior to the submission of such item to vote. If the vote is by letter or telegram such vote shall not be counted with respect to any item on the agenda which has been materially changed at the meeting.

4.3.4 Pool Votes. Working Interest Owners may vote on and decide, by letter or telegram, any matter submitted in writing to Working Interest Owners if no meeting is requested, as provided in Section 4.2, within fourteen (14) days after the proposal is sent to Working Interest Owners. Unit Operator will give prompt notice of the result of the 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 who requests the information.

ARTICLE 6 UNIT OPERATOR

6.1 Initial Unit Operator. TEXACO Inc. is hereby designated as the initial Unit Operator.

ARTICLE 7 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 Liens and Encumbrances. Unit Operator shall endeavor to keep the lands and leases in the Unit Area free from all liens and encumbrances occasioned by Unit Operations, except the lien of Unit Operator granted hereunder.

7.4 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 to Working Interest Owners periodic 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 the log and other engineering and geological data pertaining to wells drilled for Unit Operations; provided, however, that Unit Operator may, when reasonable, charge the cost of gathering and furnishing such data to the Working Interest Owner requesting such information.

7.9 Expenditures. Unit Operator is authorized to make single expenditures not in excess of Ten Thousand Dollars (\$10,000.00) 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 under terms and conditions approved by the Working Interest Owners.

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 covering all real and personal property of each Working Interest Owner used or held by Unit Operator in Unit Operations. Unit Operator shall settle assessments arising therefrom. All such ad valorem taxes shall be paid by Unit Operator and charged to the joint account; provided that, if the interest of a Working Interest Owner is subject to a separately assessed overriding royalty interest, production payment, or other interest in excess of a one-eighth (1/8) royalty, such Working Interest Owner shall be given credit for the reduction in taxes paid resulting therefrom. Any Working Interest Owner dissatisfied with any proposed rendition or assessment of its interest in real or personal property shall have the right, at its own expense, to protest.

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 in respect of the production or handling of its share of Unitized Substances.

ARTICLE 9 INSURANCE

9.1 Insurance. Unit Operator, with respect to Unit Operations, shall do the following:

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

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

9.1.3 Carry other insurance as set forth in Exhibit F.

ARTICLE 10
ADJUSTMENT OF INVESTMENTS

10.1 Personal Property Taken Over. Upon the Effective Date hereof, 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 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 that pertain to 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 in accordance with the provisions of Exhibit "E" or as otherwise agreed upon by the Working Interest Owners. Such inventories shall include and be limited to those items of equipment indicated to be controllable in Bulletin No. 6, Material Classification Manual - 1967 recommended by the Council of Petroleum Accountants Societies of North America.

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

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

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

10.6 Adjustment for Nonusable Wells. All wells from which production was credited in calculating Unit Tract Participations shall be in usable physical condition on the effective date hereof. If within ninety (90) days after the effective date the Working Interest Owners determine that a well is in nonusable physical condition, such well shall be deemed to have been in nonusable physical condition on the effective date. If within said ninety (90) day period the Working Interest Owners determine that a well was in nonusable physical condition on the effective date, the Working Interest Owners contributing said well to the unit shall alone bear the cost of placing such

well in usable physical condition provided that such cost may not exceed Twenty-Five Thousand Dollars (\$25,000.00). The amount of such charge in excess of \$25,000.00 shall in all respects be treated as any other item of Unit Expense chargeable against all Working Interest Owners in the Unit in accordance with Participation.

ARTICLE 11 UNIT EXPENSE

11.1 Basis of Charge to Working Interest Owners. Unit Operator initially shall pay all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expense on the basis set forth in Sections 11.1.1 and 11.1.2 hereof. All charges, credits, and accounting for Unit Expense shall be in accordance with Exhibit "E".

11.1.1 Operating Costs and Expenses. Operating Costs and expenses incurred from month to month during Unit Operations shall be shared and borne by Working Interest Owners on the basis of the Unit Participation.

11.1.2 Capital Expenditures. All capital expenditures shall be shared and borne by Working Interest Owners in proportion to their Unit Participation.

11.2 Budgets. Before or as soon as practical after the effective date hereof, 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 July thereafter, shall prepare such a budget for the ensuing calendar year. A budget shall set forth the estimated Unit Expense by quarterly periods. Budgets shall be estimates only, and shall be adjusted or corrected by Working Interest Owners and Unit Operator whenever an adjustment or correction is proper. A copy of each budget and adjusted budget shall promptly be furnished to each Working Interest Owner.

11.3 Advance Billings. Unit Operator shall have the right 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 thereof, 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. No funds received by Unit Operator under this agreement need be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

11.5 Lien of Unit Operator and Working Interest Owners. Each Working Interest Owner grants to Unit Operator a lien upon its Oil and Gas Rights in each Tract, its share of Unitized Substances when produced, and its interest in all Unit Equipment, as security for payment of its share of Unit Expense, together with interest thereon at the rate of ten per cent (10%) per annum. Unit Operator shall have the right to bring suit to enforce collection of such indebtedness with or without seeking foreclosure of the lien. In addition, upon default by any Working Interest Owner in the payment of its share of Unit Expense, Unit Operator shall have the right 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 Owner, plus interest as aforesaid, has been paid. Each purchaser shall be entitled to rely upon Unit Operator's written statement concerning the amount of any default. The Operator grants a like lien to the Working Interest Owners.

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

11.7 Uncommitted Royalty. Should an owner of a Royalty Interest in any Tract fail to become a party to the Unit Agreement, and, as a result thereof, the actual Royalty Interest payments with respect to such Tract are more or less than the Royalty Interest payments computed on the basis of the Unitized Substances that are allocated to such Tract under the Unit Agreement, the difference shall be borne by or inure to the benefit of Working Interest Owners, in proportion to their respective Unit Participations in effect at the time such burden or benefit due to uncommitted royalty as described herein, is incurred; however, the difference to be borne by or inure to the benefit of Working Interest Owners shall not exceed an amount computed on the basis of one eighth (1/8) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from the Tract. Such adjustments shall be made by charges and credits to the joint account.

11.8 Rentals. The Working Interest Owner in each tract, shall, at its own expense, pay any and all rentals required to continue its lease in force as to such tract and upon request of Unit Operator, each such Working Interest Owner shall furnish Unit Operator satisfactory evidence as to the payment of each such rental not less than thirty (30) days prior to the rental payment date. Unit Operator shall have the right, but shall be under no obligation whatever, to pay any and all such rentals on behalf of each such Working Interest Owner and any and all rentals so paid by Unit Operator shall be charged solely to the account of such Working Interest Owner. In the event the Working Interest Owner in any tract fails to pay any rental required to continue its lease in force as to such tract, the termination of said lease as to such tract shall be considered for all purposes of this Agreement and the Unit Agreement to be a failure of title to said lease for reasons other than Unit Operations.

ARTICLE 12 NON-UNITIZED FORMATION

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

ARTICLE 13 TITLES

13.1 Warranty and Indemnity. Each Working Interest Owner represents and warrants that it is the owner of the respective

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

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

ARTICLE 14 LIABILITY, CLAIMS, AND SUITS

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

14.2 Settlements. Unit Operator may settle any single damage claim or suit involving Unit Operations but not involving an expenditure in excess of Three Thousand Five Hundred Dollars (\$3,500) provided the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above specified amount, Working Interest Owners shall assume and take over the further handling of the claim or suit unless such authority is expressly delegated to Unit Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of Unit Expense. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations and over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by this agreement and the Unit Agreement, the Working Interest Owner shall immediately notify the Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

ARTICLE 15 INTERNAL REVENUE PROVISION

15.1 Internal Revenue Provision. Each Working Interest Owner hereby elects that it and the operations covered by this agreement be excluded from the application of Subchapter K of Chapter 1 of Sub-title A of the Internal Revenue Code of 1954, or such portion thereof as the Secretary of the Treasury of the United States or his delegate shall permit by election to be excluded therefrom. Unit Operator is hereby authorized and directed to execute on behalf of each Working Interest Owner such additional or further evidence of the election as may be required by regulations issued under said Subchapter K. Should the regulations require each party to execute such further evidence, each Working Interest Owner agrees to execute or join in the execution thereof. The election hereby made and the other provisions of this paragraph shall apply in like manner to applicable state laws, regulations, and rulings now in effect or hereafter enacted that have an effect similar to the federal provisions referred to herein.

ARTICLE 16
NOTICES

16.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail or telegram to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4.

ARTICLE 17
WITHDRAWAL OF WORKING INTEREST OWNER

17.1 Withdrawal. A Working Interest Owner may withdraw from this Agreement by transferring, without warranty of title, either express or implied, to the other Working Interest Owners who do not desire to withdraw, all its Oil and Gas Rights together with its interest in all Unit Equipment and in all wells used in Unit Operations. Such transfer shall not relieve said Working Interest Owner from any obligation or liability incurred prior to the date of the delivery of the transfer, which delivery may be made to Unit Operator as Agent for the transferees. The interest transferred shall be owned by the transferees in proportion to their respective Unit Participations. The transferees, in proportion to the respective interests so acquired, shall pay transferor, for its interest in Unit Equipment, the fair salvage value thereof as estimated and fixed by Working Interest Owners. After the date of delivery of the transfer, the withdrawing Working Interest Owner shall be relieved from all further obligations and liability hereunder and under the Unit Agreement, and the rights of such Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest transferred.

ARTICLE 18
ABANDONMENT OF WELLS

18.1 Rights of Former Owners. If Working Interest Owners decide to abandon permanently any well within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the Tract on which the well is located, 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 of the Tract have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount estimated by Working Interest Owners to be the net salvage value of the casing and equipment in and on the well. The Working Interest Owners of the Tract, by taking over the well, agree to seal off effectively and protect the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations.

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

ARTICLE 19
EFFECTIVE DATE AND TERM

19.1 Effective Date. This agreement shall become effective on the date and at the time that 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 abandoned and plugged 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 Termination. 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 affecting the separate Tracts.

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

20.1.3 Salvaging Wells. Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned properly.

20.1.4 Cost of Salvaging. Working Interest Owners shall share the cost of salvaging, liquidation or other distribution of assets and properties used in Unit Operation in proportion to their respective Unit Participations.

ARTICLE 21
EXECUTION

21.1 Original Counterpart, or Other Instrument. A party may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof. The signing of any such instrument shall have the same effect as if all the parties had signed the same instrument.

ARTICLE 22
SUCCESSORS AND ASSIGNS

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

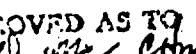

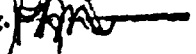
IN WITNESS WHEREOF, The parties hereto have executed this agreement on the dates opposite their respective signatures.

DATE: January 31, 1973

TEXACO Inc.

By 

Its Attorney-in-Fact
Unit Operator and
Working Interest Owner

APPROVED AS TO
Terms 
Form 
Accg. 

STATE OF
COUNTY OF

0
0
0

The foregoing instrument was acknowledged before me this ___
day of _____, 19___, by _____
Attorney-in-Fact for TEXACO Inc., a Delaware corporation, on behalf
of said corporation.

Notary Public in and for
County, _____

2547907

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EXHIBIT "D"
RHODES-YATES UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	WORKING INTEREST OWNERS	PERCENT		UNIT PARTICIPATION
		WORKING INTEREST	IN TRACT	
1	✓ Texas Pacific Oil Company, Inc. ✓ Allied Chemical Corporation	58.33333%		- 18.64968%
		41.66667%		13.32114%
		100.00000%		31.97082%
2	✓ Texaco Inc.	100.00000%		- 2.40995%
3	✓ Amerada Hess Corporation	100.00000%		41.36917%
4	✓ Texas Pacific Oil Company, Inc. ✓ Allied Chemical Corporation	16.66667%		- 1.34694%
		83.33333%		6.73448%
		100.00000%		8.08142%
5	✓ Texaco Inc.	100.00000%		- 13.78965%
6	✓ Texaco Inc.	100.00000%		- 2.37899%
TOTAL				100.00000%

EXHIBIT " E "

Attached to and made a part of UNIT OPERATING AGREEMENT
RHODES-YATES UNIT
RHODES YATES FIELD
LEA COUNTY, NEW MEXICO

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.
 "Operator" shall mean the party designated to conduct the Joint Operations.
 "Non-Operators" shall mean the nonoperating parties, whether one or more.
 "Joint Account" shall mean the account showing the charges and credits accruing because of the Joint Operations and which are to be shared by the Parties.
 "Parties" shall mean Operator and Non-Operators.
 "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. **Conflict with Agreement**
 In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the agreement to which this Accounting Procedure is attached, the provisions of the agreement shall control.
3. **Collective Action by Non-Operators**
 Where an agreement or other action of Non-Operators is expressly required under this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the agreement or action of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.
4. **Statements and Billings**
 Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses, for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under Subparagraph _____ below:
 A. Statement in detail of all charges and credits to the Joint Account.
 B. Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.
 C. Statement of all charges and credits to the Joint Account summarized by appropriate classifications indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.
5. **Payment and Advances by Non-Operators**
 Each Non-Operator shall pay its proportion of all such bills within fifteen (15) days after receipt thereof. If payment is not made within such time, the unpaid balance shall bear interest at the rate of ~~SIX PERCENT (6%) PER ANNUM~~ **ten percent (10%) per annum** until paid.
6. **Adjustments**
 Payment of any such bills shall not prejudice the right of any Non-Operators 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 the Joint Property as provided for in Section VII.
7. **Audits**
 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 accounting hereunder 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 adjustment of accounts as provided for in Paragraph 6 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.

II. DIRECT CHARGES

Subject to limitations hereinafter prescribed, Operator shall charge the Joint Account with the following items:

1. **Rentals and Royalties**
 Delay or other rentals and royalties when such rentals and royalties are paid by Operator for the Joint Account of the Parties.
2. **Labor**
 - A. Salaries and wages of Operator's employees directly engaged on the Joint Property in the conduct of the Joint Operations, and salaries or wages of technical employees who are temporarily assigned to and directly employed on the Joint Property.
 - B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1 of Section III, not more than the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost 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 and Paragraph 1 of Section III. 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 labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.
 - D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.

254790-B

- 3. **Employee Benefits**
Operator's current cost 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; provided however, the total of such charges shall not exceed ~~10 percent~~ ^{15 percent} of Operator's labor costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III. *~~10 percent~~ ^{15 percent} Sec R
- 4. **Material**
Material purchased or furnished by Operator for use on the Joint Property: So far as it is reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use; and 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 limitations:
 - A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store or railway receiving point where like material is available, except by agreement with Non-Operators.
 - 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 or railway receiving point, except by agreement with Non-Operators. No charge shall be made to Joint Account for moving Material to other properties belonging to Operator, except by agreement with Non-Operators.
 - C. In the application of subparagraphs A and B above, there shall be no equalization of actual gross trucking costs of \$100 or less.
- 6. **Services**
 - A. The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 8 of this Section II and Paragraph 2 of Section III.
 - B. Use and service of equipment and facilities furnished by Operator as provided in Paragraph 5 of Section IV.
- 7. **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 any other cause, except to the extent that the damage or loss could have been avoided through the exercise of reasonable diligence on the part of Operator. Operator shall furnish Non-Operators written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.
- 8. **Legal Expense**
All costs and expenses of handling, investigating and settling litigation or claims arising by reason of the Joint Operations or necessary to protect or recover the Joint Property, including, but not limited to, attorneys' fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims; provided, (a) no charge shall be made for the services of Operator's legal staff or other regularly employed personnel (such services being considered to be Administrative Overhead under Section III), except by agreement with Non-Operators, and (b) no charge shall be made for the fees and expenses of outside attorneys unless the employment of such attorneys is agreed to by Operator and Non-Operators.
- 9. **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.
- 10. **Insurance Premiums**
Premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties.
- 11. **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 for the necessary and proper conduct of the Joint Operations.

III. INDIRECT CHARGES

Operator may charge the Joint Account for indirect costs either by use of an allocation of district expense items plus a fixed rate for administrative overhead, and plus the warehousing charges, all as provided for in Paragraphs 1, 2, and 3 of this Section III OR by combining all three of said items under the fixed rate provided for in Paragraph 4 of this Section III, as indicated next below:

OPERATOR SHALL CHARGE THE JOINT ACCOUNT UNDER THE TERMS OF:

- ☐ Paragraphs 1, 2 and 3. (Allocation of district expense plus fixed rate for administrative overhead plus warehousing.)
- ☒ Paragraph 4. (Combined fixed rate)

1. **District Expense**
Operator shall charge the Joint Account with a pro rata portion of the salaries, wages and expenses of Operator's production superintendent and other employees serving the Joint Property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's _____ office located at or near _____ (or a comparable office if location changed), and necessary sub-offices (if any), maintained for the convenience of the above-described office, and all necessary camps, including housing facilities for employees if required, used in connection with the operations of the Joint Property and other properties in the same operating area. The expense of, less any revenue from, such facilities may, at the option of Operator, include depreciation of investment or a fair monthly rental in lieu of depreciation. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

2. **Administrative Overhead**
Operator shall charge administrative overhead to the Joint Account at the following rates, which charge shall be in lieu of the cost and expense of all offices of the Operator not covered by Paragraph 1 of this Section III, including salaries, wages and expenses of personnel assigned to such offices. Such charges shall be in addition to the salaries, wages and expenses of employees of Operator authorized to be charged as direct charges as provided in Paragraphs 2 and 8 of Section II.

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	DRILLING WELL RATE (Use Total Depth) Each Well	PRODUCING WELL RATE (Use Current Producing Depth)		
		First Five	Next Five	All Wells Over Ten
.....
.....
.....

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 this Paragraph 2 of Section III, unless such cost and expense are agreed upon between Operator and Non-Operators as a direct charge to the Joint Account.

3. Operator's Fully Owned Wells Operating and Maintenance Expense
(Describe fully the agreed procedure to be followed by the Operator.)

4. Combined Fixed Rates

Operator shall charge the Joint Account for the services covered by Paragraph 1, 2 and 3 of this Section III, the following fixed per well rates:

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	DRILLING WELL RATE (Use Total Depth)	PRODUCING WELL RATE (Use Current Producing Depth)		
	Each Well	ALL WELLS Less 100%	Half Five	All Wells Over Ten
All depths	\$750.00	\$100.00		

Said fixed rate (shall) (be) include salaries and expenses of production foremen.

5. Application of Administrative Overhead or Combined Fixed Rates

The following limitations, instructions and charges shall apply in the application of the per well rates as provided under either Paragraph 2 or Paragraph 4 of this Section III:

- Charges for drilling wells shall begin on the date each 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 the suspension of drilling operations for fifteen (15) or more consecutive days.
- The status of wells shall be as follows:
 - Producing gas wells, injection wells for recovery operations, water supply wells utilized for water flooding operations and salt water disposal wells shall be considered the same as producing wells.
 - Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. When such a well is plugged a charge shall be made at the producing well rates.
 - Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling or workover rig shall be considered the same as drilling wells.
 - Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, all wells capable of producing will be counted in determining the charge.
 - Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.
 - Wells completed in multiple horizons, in which the production is not commingled down hole, shall be considered as a producing well for each separately producing horizon.
- The well rates shall apply to the total number of wells being drilled or operated under the agreement to which this Accounting Procedure is attached, irrespective of individual leases.
- The well rates shall be adjusted on the first day of April of 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 preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.
- For the construction of compressor plants, water stations, secondary recovery systems, salt water disposal facilities, and other such projects, as distinguished from the more usual drilling and producing operations, Operator in addition to the Administrative Overhead or Combined Fixed Rates provided for in Paragraph 2 and 4 of this Section III, shall charge the Joint Account with an additional overhead charge as follows:
 - Total cost less than \$25,000, no charge.
 - Total cost more than \$25,000 but less than \$100,000, 3 % of total cost.
 - Total cost of \$100,000 or more, 3 % of the first \$100,000 plus 2 % of all over \$100,000 of total cost.
 Total cost shall mean the total 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 wells shall be excluded.
- The specific rates provided for in this Section III may be amended from time to time by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all Material and services for the Joint Property. At the Operator's option, Non-Operator may supply Material or services for the Joint Property.

1. Purchases

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. Material furnished from Operator's Warehouse or Other Properties

A. New Material (Condition "A")

- Tubular goods, two inch (2") and over, shall be priced on Eastern Mill base (i. e. Youngstown, Ohio; Lorain, Ohio; and Indiana Harbor, Indiana) on a minimum carload basis effective at date of movement and f. o. b. railway receiving point nearest the Joint Property, regardless of quantity. In equalized hauling charges, Operator is permitted to include ten cents (10c) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.
- Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f. o. b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is available.
- The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.

B. Used Material (Condition "B" and "C")

- Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material.
- Material which cannot be classified as Condition "B" but which,
 - After reconditioning will be further serviceable for original function as good secondhand Material (Condition "B"), or
 - Is serviceable for original function but substantially not suitable for reconditioning, shall be classified as Condition "C" and priced at fifty per cent (50%) of current new price.
- Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. 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.

- (4) 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 prices specified in Paragraphs 1 and 2 of this Section IV 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 procuring such Material, in making it suitable for use, and in moving it to the Joint Property, provided, that 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 10 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.

5. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation and interest on investment not to exceed **ten (10%)** per cent (8%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. Rates for automotive equipment shall generally be in line with the schedule of rates adopted by the Petroleum Motor Transport Association, or some other recognized organization, as recommended uniform charges against Joint Property operations. Rates for laboratory services shall not exceed those currently prevailing if performed by outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

The Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be subject to agreement between Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from the Joint Property.

1. Material Purchased by the Operator or Non-Operators

Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.

2. Division in Kind

Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator in the monthly statement of operations.

3. Sales to Outsiders

Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless otherwise agreed to between Operator and Non-Operators shall be priced on the following basis:

1. New Price Defined

New price as used in this Section VI shall be the price specified for New Material in Section IV.

2. New Material

New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. Good Used Material

Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:

A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or

B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five percent (75%) of new price.

4. Other Used Material

Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:

A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or

B. Is serviceable for original function but not suitable for reconditioning.

5. Bad-Order Material

Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.

6. Junk Material

Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

7. Temporarily Used Material

When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3 B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

The Operator shall maintain detailed records of Material generally considered controllable by the Industry.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Material, which shall include all such Material as is ordinarily considered controllable. 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, who shall in that event furnish Non-Operators with a copy thereof.

2. Reconciliation and Adjustment of Inventories

Reconciliation of inventory with charges to the Joint Account shall be made, and a list of overages and shortages shall be jointly determined by Operator and Non-Operators. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operator 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.

EXHIBIT "C"

Attached to Unit Operating Agreement

RHODES-YATES UNIT
IEA COUNTY, NEW MEXICO

INSURANCE PROVISIONS

Unit Operator shall carry the following insurance with respect to Unit Operations:

- (1) Public liability and property damage insurance with limits of \$100,000.00 for injuries to or death of one person and \$300,000.00 for injuries or deaths in one accident, and \$100,000.00 for property damage in one accident.
- (2) Automobile public liability and property damage insurance with limits of \$100,000.00 for injuries to or death of one person and \$300,000.00 for injuries or deaths in one accident, and \$100,000.00 for property damage in one accident.

All insurance coverage required hereby shall be carried at the joint expense and for the benefit of the Working Interest Owners. Premiums for automobile public liability and property damage insurance on Unit Operator's fully owned equipment shall not be charged directly to the joint account, but will be covered by the flat rate charge assessed for the use of such equipment. Unit Operator will not carry fire, windstorm or explosion insurance covering Unit Operations or Unit Equipment.

Contractors and subcontractors will be required to carry insurance of the same types as hereinabove specified and in such amounts as deemed necessary by Working Interest Owners.

If the parties hereto or any of them shall insure their respective risks beyond the specific limits of insurance required hereunder to be carried by the Unit Operator, the benefits of such insurance shall inure to the parties procuring and maintaining the same, respectively, and the cost of such insurance shall be borne by such parties, respectively, without reimbursement one from the other and without entering into any accounting hereunder.

254790-B



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IT. OPERATIONS ACCTG.

PRODUCING DEPARTMENT
CENTRAL UNITED STATES
MIDLAND DIVISION

PETROLEUM PRODUCTS

November 18, 1975

TEXACO INC.
P. O. BOX 3109
MIDLAND, TEXAS 79701

AMENDMENT OF ACCOUNTING PROCEDURE OF
OPERATING AGREEMENTS: EMPLOYE BENEFITS

255448 - DAMSITE UNIT
LOVING COUNTY, TEXAS

254790 - RHODES-YATES UNIT
LEA COUNTY, NEW MEXICO
T-26-S; R-37-E

Allied Chemical Corporation
1300 Wilco Bldg.
Midland, Texas 79701

Gentlemen:

Texaco is Operator under the joint operating agreement(s) identified above in which you are a working interest owner. The above agreement(s) contain(s) a provision limiting charges for employee benefits to 15% of labor costs, or some lesser percentage. Our experience is that these old limits are no longer representative of actual cost; therefore, the limitation should be increased to 20%.

This Letter Agreement, upon your acceptance and return of one copy to this office, will amend the Operating Agreement(s) referred to above, to provide for the following:

"Operator's current cost 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; provided however, the total of such charges shall not exceed twenty percent (20%) of such labor costs charged to the joint account."

Texaco will approve similar amendments if requested by you as Operator of joint properties in which we have an interest. ●

Yours very truly,

Darrell Smith
Division Manager

By M. W. Kennedy
M. W. Kennedy
Assistant to Division Manager

GJG-PR

UNION TEXAS PETROLEUM, a Division of
Allied Chemical Corporation

ACCEPTED:

BY:

DATE:

C. D. Gaines
Feb. 24, 1976 This is recycled paper

254790-7

REC'D. MGRL

JAN 28 1976



Midland Division

PETROLEUM PRODUCTS

PRODUCING DEPARTMENT
CENTRAL UNITED STATES
MIDLAND DIVISION

November 3, 1975

TEXACO INC.
P. O. BOX 3109
MIDLAND, TEXAS 79701

AMENDMENT OF ACCOUNTING PROCEDURE OF
OPERATING AGREEMENTS: EMPLOYEE BENEFITS
(See Attached Page)

Amerada Hess Corporation
P. O. Box 2040
Tulsa, Oklahoma 74102

Gentlemen:

Texaco is Operator under the joint operating agreement(s) identified above in which you are a working interest owner. The above agreement(s) contain(s) a provision limiting charges for employee benefits to 15% of labor costs, or some lesser percentage. Our experience is that these old limits are no longer representative of actual cost; therefore, the limitation should be increased to 20%.

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"Operator's current cost 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; provided however, the total of such charges shall not exceed twenty percent (20%) of such labor costs charged to the joint account."

Texaco will approve similar amendments if requested by you as Operator of joint properties in which we have an interest.

Yours very truly,

Darrell Smith
Division Manager

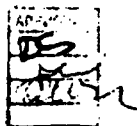
By M. W. Kennedy
M. W. Kennedy
Assistant to Division Manager

GJG-PR

ACCEPTED: AMERADA HESS CORPORATION

BY: J. A. Strublin This is recycled paper

DATE: December 1, 1975



254790-N

- 41666 - H. G. MOHERLY "A"
LEA COUNTY, NEW MEXICO
Sec. 8 except SW/4 SW/4; T-26-S; R-37-E
- 41652 - W. H. RHODES "A"
LEA COUNTY, NEW MEXICO
Sec. 22; T-26-S; R-37-E
- 41652 - W. H. RHODES "B"
LEA COUNTY, NEW MEXICO
1280a. in Sec. 26-28; T-26-S; R-37-E
- 41667 - C. W. SHEPHERD "A"
LEA COUNTY, NEW MEXICO
480a. in Sec. 1 & 6; T-26-S; R-36 & 37-E
- 254790 - RHODES-YATES UNIT
LEA COUNTY, NEW MEXICO
520a. in Sec. 21, 27, & 28; T-26-S; R-37-E
- 230900 - WEST JORDAN UNIT
CRANE & ECTOR COUNTY, TEXAS
- 230690 - JO MILL UNIT
BORDEN AND DAWSON COUNTIES, TEXAS

ILLEGIBLE



PETROLEUM PRODUCTS

PRODUCING DEPARTMENT
CENTRAL UNITED STATES
MIDLAND DIVISION

November 20, 1975

TEXACO INC.
P. O. BOX 3109
MIDLAND, TEXAS 79701

AMENDMENT OF ACCOUNTING PROCEDURE OF
OPERATING AGREEMENTS: EMPLOYEE BENEFITS

254950 - WHARTON UNIT
GAINES COUNTY, TEXAS

254790 - RHODES-YATES UNIT
LEA COUNTY, NEW MEXICO

520a. Sec. 27; T-26-S; R-37-E

Texas Pacific Oil Company, Inc.
1700 One Main Place
Dallas, Texas 75250

Gentlemen:

Texaco is Operator under the joint operating agreement(s) identified above in which you are a working interest owner. The above agreement(s) contain(s) a provision limiting charges for employee benefits to 15% of labor costs, or some lesser percentage. Our experience is that these old limits are no longer representative of actual cost; therefore, the limitation should be increased to 20%.

This Letter Agreement, upon your acceptance and return of one copy to this office, will amend the Operating Agreement(s) referred to above, to provide for the following:

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Texaco will approve similar amendments if requested by you as Operator of joint properties in which we have an interest.

Yours very truly,

Darrell Smith
Division Manager

By M. W. Kennedy
M. W. Kennedy
Assistant to Division Manager

GJG-PR

ACCEPTED: TEXAS PACIFIC OIL CO., INC.
BY: Jack Clark
DATE: VICE PRESIDENT This is recycled paper

DEC 5 1975

254790-N

OLD - W. H. Rhodes Federal "B" NCT-1 Well No. 22
NEW - Rhodes NCT Coop Fed. Com-1 No. 1

OLD - W. H. Rhodes Federal "B" NCT-1 Well No. 26
NEW - Rhodes NCT Coop Fed. Com-1 No. 2

OLD - W. H. Rhodes Federal "B" NCT-1 Well No. 27
NEW - Rhodes NCT Coop Fed. Com-1 No. 3

OLD - Rhodes Yates Unit No. 18
NEW - Rhodes Yates Coop Fed. Com-2 No. 1

OLD - Rhodes Yates Unit No. 19
NEW - Rhodes Yates Coop Fed. Com-3 No. 1

OLD - Rhodes Yates Unit No. 20
NEW - Rhodes Yates Coop Fed. Com-4 No. 1

OLD - Rhodes Yates Unit No. 22
NEW - Rhodes Yates Coop Fed. Com-4 No. 2

OLD - Rhodes Yates Unit No. 21
NEW - Rhodes Yates Coop Fed. Com-5 No. 1

OLD - Rhodes Yates Unit No. 23
NEW - Rhodes Yates Coop Fed. Com-6 No. 1



RAY B. POWELL
COMMISSIONER

State of New Mexico

OFFICE OF THE

Commissioner of Public Lands

Santa Fe

Western Area
Lease

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

SEP 27 '93

September 23, 1993

Texaco Exploration and Production Inc.
P. O. Box 46513
Denver Colorado 80201-6513

Attn: Mr. Ronald W. Lanning

Re: Preliminary Approval
Rhodes Area Cooperative Lease Line Agreement
Lea County, New Mexico

PROD	REP	TRA
AKH	PHB	
AKK	QCM	AKH
TRP	QSC	TRP
SNP		
ALL	TRP	AKH
QPA		TRP
TRP	TRP	TRP
		TRP

Dear Mr. Lanning:

This office is in receipt of your letter of August 31, 1993 together with supporting documentation for the proposed Rhodes Area Cooperative Lease Line Agreement. This agreement meets the general requirements of the Commissioner of Public Lands and has this date granted you preliminary approval as to form and content.

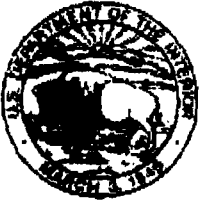
Our preliminary approval of the cooperative lease line agreement is given with the condition that the Commissioner must approve any wells drilled on lease line areas where production is shared and also approve all communitization agreements relative to these wells.

Preliminary approval shall not be construed to mean final approval of this agreement in any way and will not affect any State leases until final approval and an effective date have been given.

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

1. Formal application for final approval by the Commissioner setting forth any objections received to the proposed project.
2. All ratifications from the Lessees of Record and Working Interest Owners. All signatures should be acknowledged by a notary and one set must contain original signatures.
3. Order of the New Mexico Oil Conservation Division. Our approval will be conditioned upon subsequent favorable approval by the New Mexico Oil Conservation Division.
4. Approval letter from the Bureau of Land Management. Our approval will be subject to like approval by the Bureau of Land Management.





IN REPLY
REFER TO

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Roswell District Office
1717 West Second Street
Roswell, New Mexico 88201-2019

RHODES AREA	
1	AA
2	BB
3	CC
4	DD
5	EE
6	FF
7	GG
8	HH
9	II
10	JJ
11	KK
12	LL
13	MM
14	NN
15	OO
16	PP
17	QQ
18	RR
19	SS
20	TT
21	UU
22	VV
23	WW
24	XX
25	YY
26	ZZ
27	AA
28	BB
29	CC
30	DD
31	EE
32	FF
33	GG
34	HH
35	II
36	JJ
37	KK
38	LL
39	MM
40	NN
41	OO
42	PP
43	QQ
44	RR
45	SS
46	TT
47	UU
48	VV
49	WW
50	XX
51	YY
52	ZZ
53	AA
54	BB
55	CC
56	DD
57	EE
58	FF
59	GG
60	HH
61	II
62	JJ
63	KK
64	LL
65	MM
66	NN
67	OO
68	PP
69	QQ
70	RR
71	SS
72	TT
73	UU
74	VV
75	WW
76	XX
77	YY
78	ZZ
79	AA
80	BB
81	CC
82	DD
83	EE
84	FF
85	GG
86	HH
87	II
88	JJ
89	KK
90	LL
91	MM
92	NN
93	OO
94	PP
95	QQ
96	RR
97	SS
98	TT
99	UU
100	VV

DATE 9/27/93
WELL FILE
COMP. FILE

3180 (065)

SEP 27 1993

CERTIFIED MAIL RETURN RECEIPT REQUESTED
P 665 381 054

Texaco E & P Inc.
Attention: Charles Sadler
P.O. Box 730
Hobbs, NM 88241

Re: Approval of the Rhodes Area Cooperative Lease Line Agreement

Dear Mr. Sadler:

This office is in approval with your Rhodes Area Cooperative Lease Line Agreement, which includes the drilling of lease line producers to effectively downspace the injection patterns. Communitization agreements will need to be submitted for wells affected by the Lease Line Agreement.

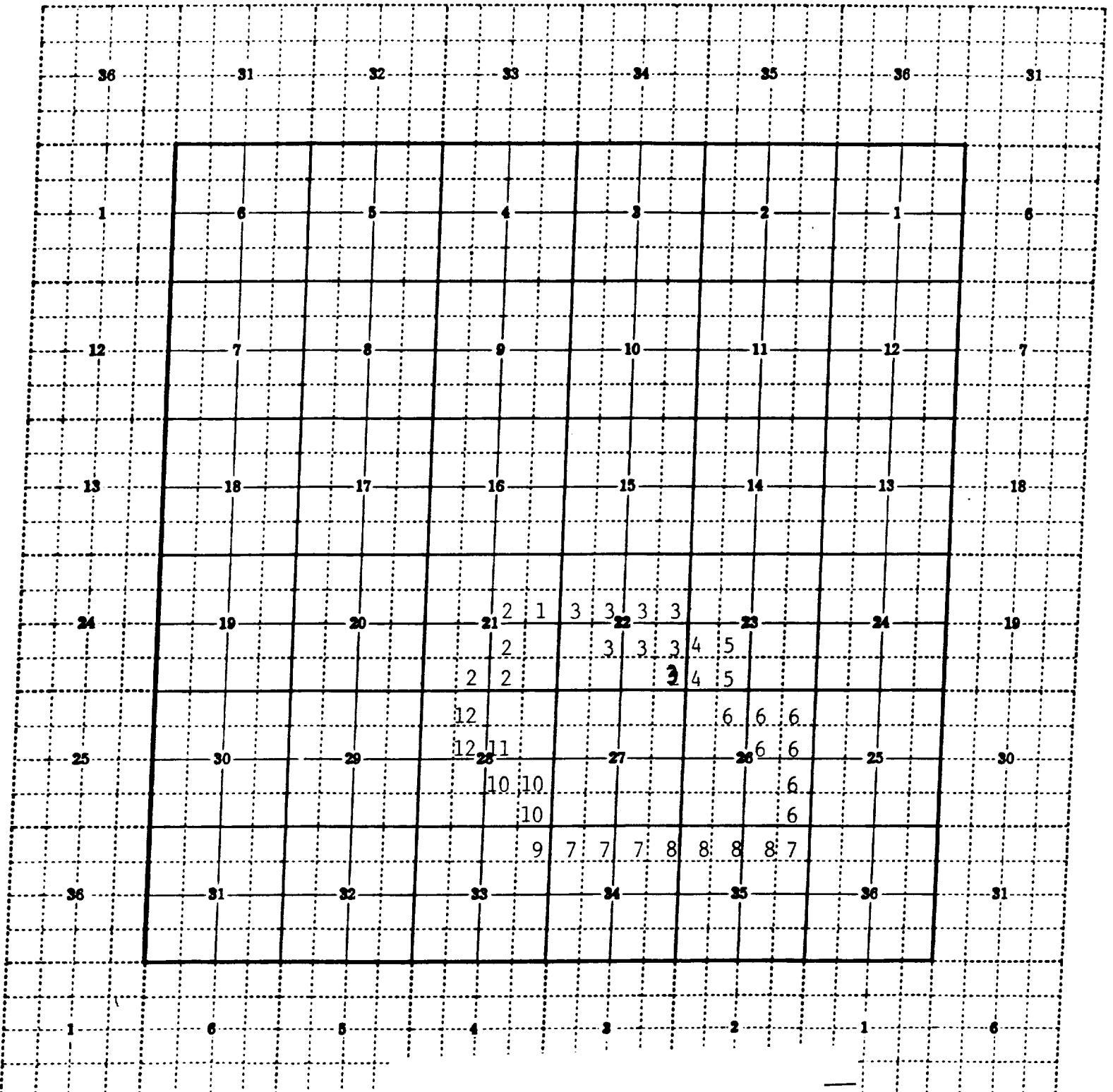
Sincerely,

Tony L. Ferguson

Tony Ferguson
Assistant District Manager,
Minerals



OFFSET OPERATOR OWNERSHIP
 RHODES-YATES AREA
 T-26-S, R-37-E
 LEA COUNTY, NEW MEXICO
 AUGUST 19, 1992



OFFSET OPERATOR OWNERSHIP
RHODES-YATES AREA
T-26-S, R-37-E
LEA COUNTY, NEW MEXICO
AUGUST 19, 1992

<u>TRACT</u>	<u>OPERATOR</u>	<u>LEASE</u>
1	Texaco Expl. & Prod. Inc. (Oil) Meridian Oil, Inc. (Gas)	Rhodes Lease
2	Meridian Oil, Inc.	Moberly Lease
3	Texaco Expl. & Prod. Inc. (Oil) Meridian Oil, Inc. (Gas)	Rhodes "A" Lease
4	TEXACO United States of America	Unleased
5	Doyle Hartman, James A. Davidson, Larry A. Nermyr, James E. Burr, Jack Fletcher, Ruth Sutton	Dublin Lease
6	Texaco Expl. & Prod. Inc. (Oil) Meridian Oil, Inc. (Gas)	Rhodes "B" Lease
7	Marathon Oil Company	01-NM 694-B
8	Smith & Marrs, Inc. Koch Industries, Inc.	Mary E. Wills "A"
9	Sea Sand Oil Company	Wills Federal
10	Texaco Expl. & Prod. Inc.	Rhodes "B" Lease
11	Meridian Oil, Inc.	State "UTP" Lease
12	Mack Energy Corporation	Lineberry Lease

OIL CONSERVATION DIVISION

P.O. Box 2088

Santa Fe, New Mexico 87504-2088

DISTRICT I

P.O. Box 1980, Hobbs, NM 88240

DISTRICT II

P.O. Drawer DD, Artesia, NM 88210

DISTRICT III

1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

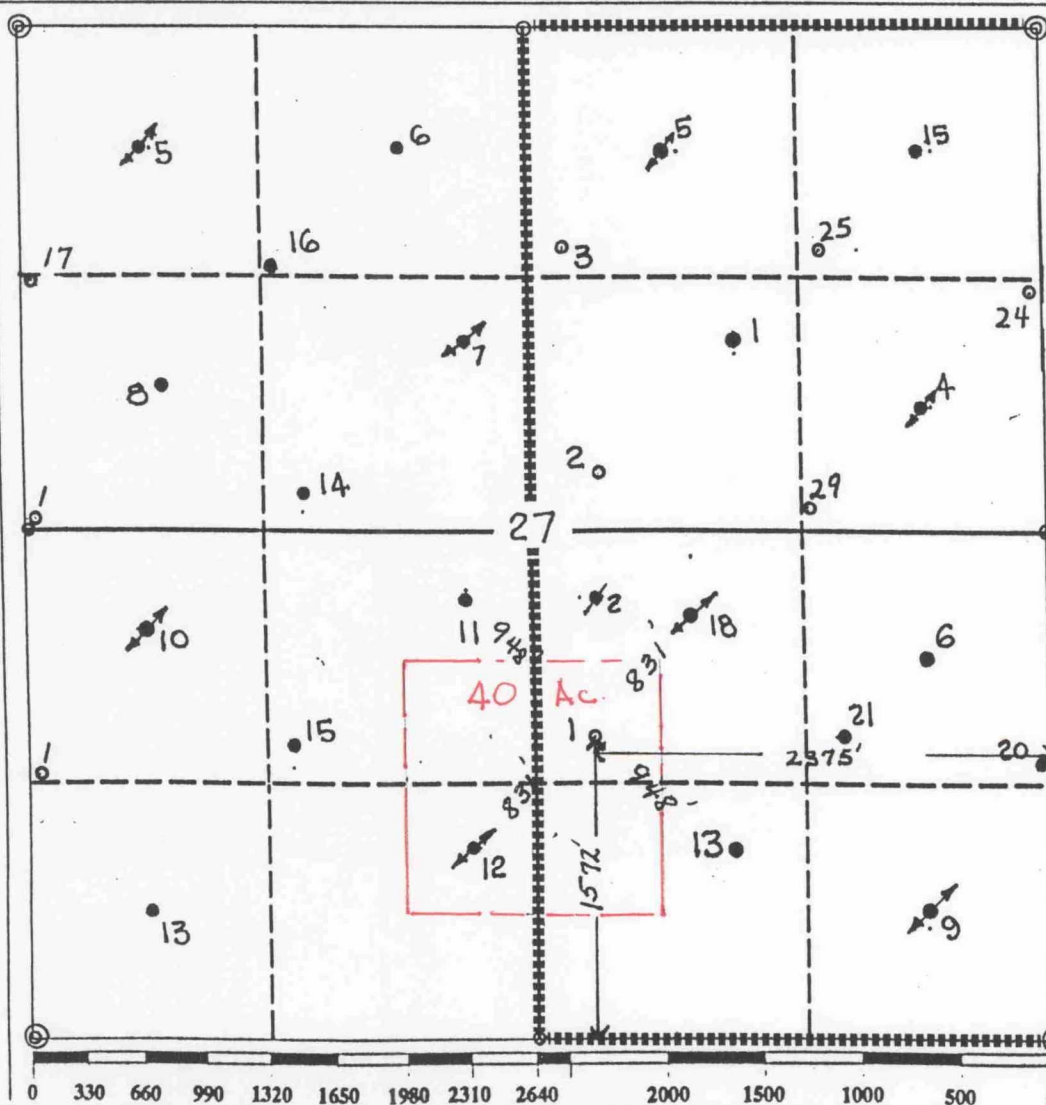
Operator TEXACO EXPLORATION AND PRODUCTION Inc.			Lease RHODES NCT COOP FED. COM-1		Well No. 1
Unit Letter J	Section 27	Township 26-South	Range 37-East NMPM		County Lea
Actual Footage Location of Well: 1572 feet from the South line and 2375 feet from the East line					
Ground level Elev. 2976	Producing Formation Yates/7 RVRS		Pool Rhodes Yates Seven Rivers		Dedicated Acreage: 40 Acres

1. Outline the acreage dedicated to the subject well by colored pencil or hatchure marks on the plat below.
2. If more than one lease is dedicated to the well, outline each and identify the ownership thereof (both as to working interest and royalty).
3. If more than one lease of different ownership is dedicated to the well, have the interest of all owners been consolidated by communitization, unitization, force-pooling, etc.?

☒ Yes ☐ No If answer is "yes" type of consolidation Communitization

If answer is "no" list the owners and tract descriptions which have actually been consolidated. (Use reverse side of this form if necessary.)

No allowable will be assigned to the well until all interests have been consolidated (by communitization, unitization, forced-pooling, or otherwise) or until a non-standard unit, eliminating such interest, has been approved by the Division.



OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Signature

Royce D. Mariott

Printed Name

Royce D. Mariott

Position

Division Surveyor

Company

Texaco Expl. & Prod. Inc.

Date

October 4, 1993

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed

May 17, 1993

Signature & Seal of
Professional Surveyor

John S. Piper

Certificate No.

7254

John S. Piper

Sheet 8 of 8

OIL CONSERVATION DIVISION

P.O. Box 2088
Santa Fe, New Mexico 87504-2088

DISTRICT I
P.O. Box 1980, Hobbs, NM 88240

DISTRICT II
P.O. Drawer DD, Artesia, NM 88210

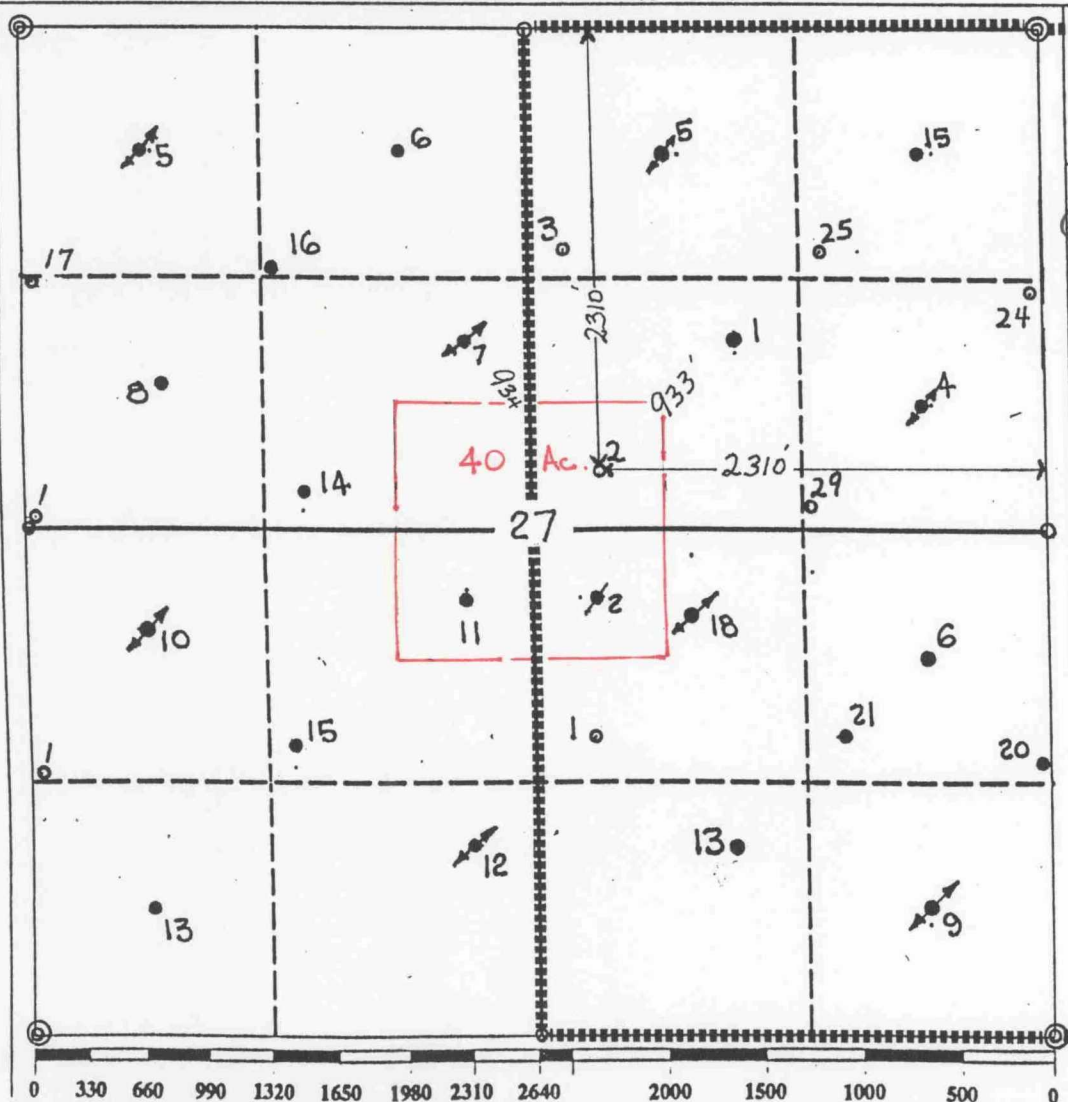
DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

Operator TEXACO EXPLORATION AND PRODUCTION Inc.			Lease RHODES NCT COOP FED. COM-1		Well No. 2
Unit Letter G	Section 27	Township 26-South	Range 37-East	County Lea	
Actual Footage Location of Well: 2310 feet from the North line and 2310 feet from the East line					
Ground level Elev. 2977	Producing Formation Yates/7 RVRS		Pool Rhodes Yates Seven Rivers		Dedicated Acreage: 40 Acres

- Outline the acreage dedicated to the subject well by colored pencil or hachure marks on the plat below.
- If more than one lease is dedicated to the well, outline each and identify the ownership thereof (both as to working interest and royalty).
- If more than one lease of different ownership is dedicated to the well, have the interest of all owners been consolidated by communitization, unitization, force-pooling, etc.?
☒ Yes ☐ No If answer is "yes" type of consolidation Communitization
If answer is "no" list the owners and tract descriptions which have actually been consolidated. (Use reverse side of this form if necessary.)
No allowable will be assigned to the well until all interests have been consolidated (by communitization, unitization, forced-pooling, or otherwise) or until a non-standard unit, eliminating such interest, has been approved by the Division.



OPERATOR CERTIFICATION

I hereby certify that the information contained herein in true and complete to the best of my knowledge and belief.

Signature
Royce D. Mariott
Printed Name
Royce D. Mariott
Position
Division Surveyor
Company
Texaco Expl. & Prod. Inc.
Date
October 4, 1993

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed
May 17, 1993
Signature & Seal of Professional Surveyor
John S. Piper
Certificate No.
7254 John S. Piper
Sheet 8 of 8

OIL CONSERVATION DIVISION

P.O. Box 2088
Santa Fe, New Mexico 87504-2088

DISTRICT I
P.O. Box 1980, Hobbs, NM 88240

DISTRICT II
P.O. Drawer DD, Artesia, NM 88210

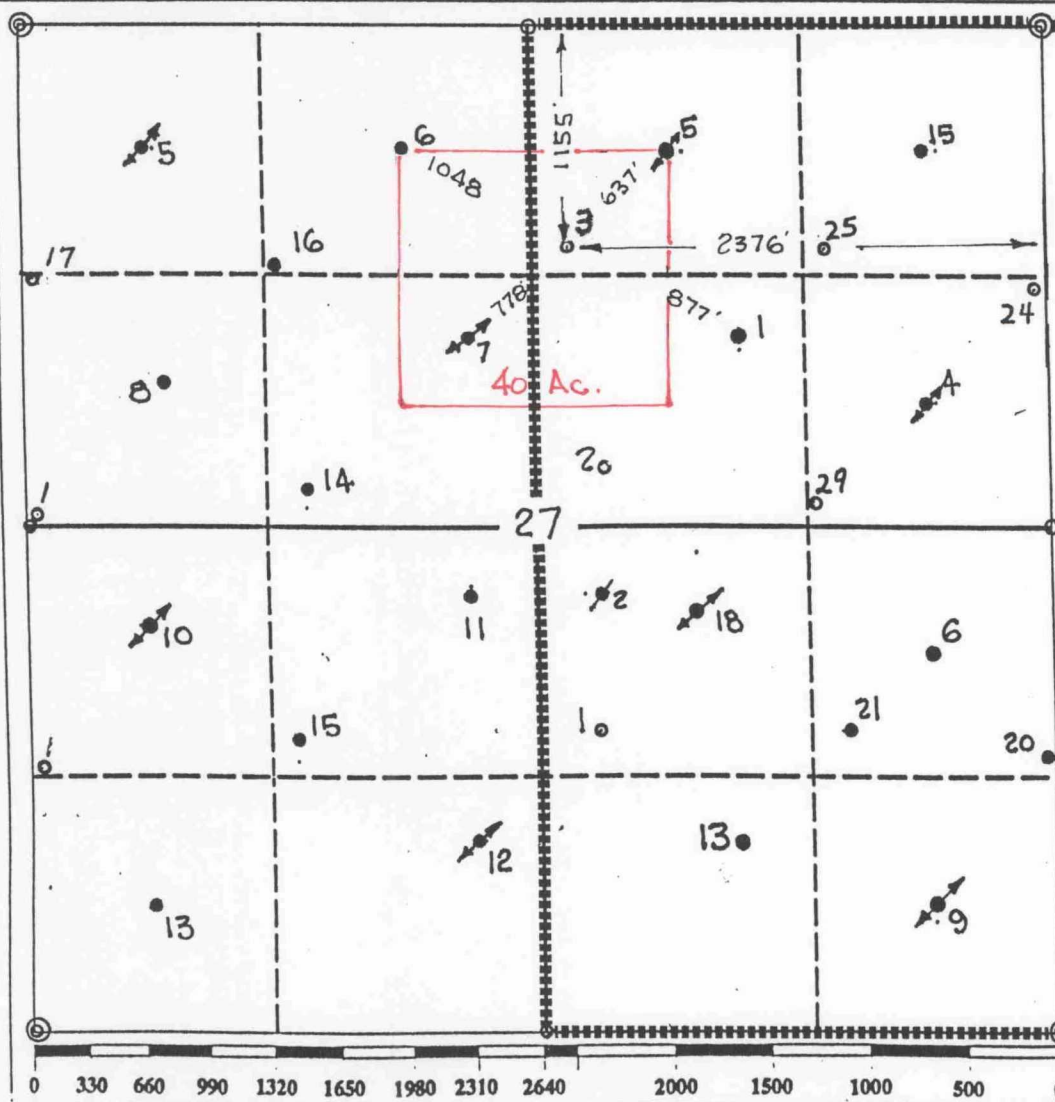
DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

Operator TEXACO EXPLORATION AND PRODUCTION Inc.			Lease RHODES NCT COOP FED. COM-1		Well No. 3
Unit Letter B	Section 27	Township 26-South	Range 37-East	County Lea	
Actual Footage Location of Well: 1155 feet from the North line and 2376 feet from the East line					
Ground level Elev. 2981	Producing Formation Yates/7 RVRS		Pool Rhodes Yates Seven Rivers	Dedicated Acreage: 40 Acres	

- Outline the acreage dedicated to the subject well by colored pencil or hatchure marks on the plat below.
- If more than one lease is dedicated to the well, outline each and identify the ownership thereof (both as to working interest and royalty).
- If more than one lease of different ownership is dedicated to the well, have the interest of all owners been consolidated by communitization, unitization, force-pooling, etc.?
☒ Yes ☐ No If answer is "yes" type of consolidation Communitization
If answer is "no" list the owners and tract descriptions which have actually been consolidated. (Use reverse side of this form if necessary.)
No allowable will be assigned to the well until all interests have been consolidated (by communitization, unitization, forced-pooling, or otherwise) or until a non-standard unit, eliminating such interest, has been approved by the Division.



OPERATOR CERTIFICATION

I hereby certify that the information contained herein in true and complete to the best of my knowledge and belief.

Signature
Royce D. Mariott
Printed Name
Royce D. Mariott
Position
Division Surveyor
Company
Texaco Expl. & Prod. Inc.
Date
October 4, 1993

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed
June 4, 1993
Signature & Seal of
Professional Surveyor
John S. Piper
Certificate No.
7254 John S. Piper
Sheet 8 of 8

OIL CONSERVATION DIVISION

P.O. Box 2088
Santa Fe, New Mexico 87504-2088

DISTRICT I
P.O. Box 1980, Hobbs, NM 88240

DISTRICT II
P.O. Drawer DD, Artesia, NM 88210

DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

Operator TEXACO EXPLORATION AND PRODUCTION INC.			Lease RHODES YATES COOP FED. COM-2		Well No. 1
Unit Letter E	Section 27	Township 26-South	Range 37-East	County Lea	NMPM
Actual Footage Location of Well: 2551 feet from the North line and 44 feet from the West line					
Ground level Elev. 2969	Producing Formation Yates/7 RVRS		Pool Rhodes Yates Seven Rivers		Dedicated Acreage: 40 Acres

1. Outline the acreage dedicated to the subject well by colored pencil or hatchure marks on the plat below.

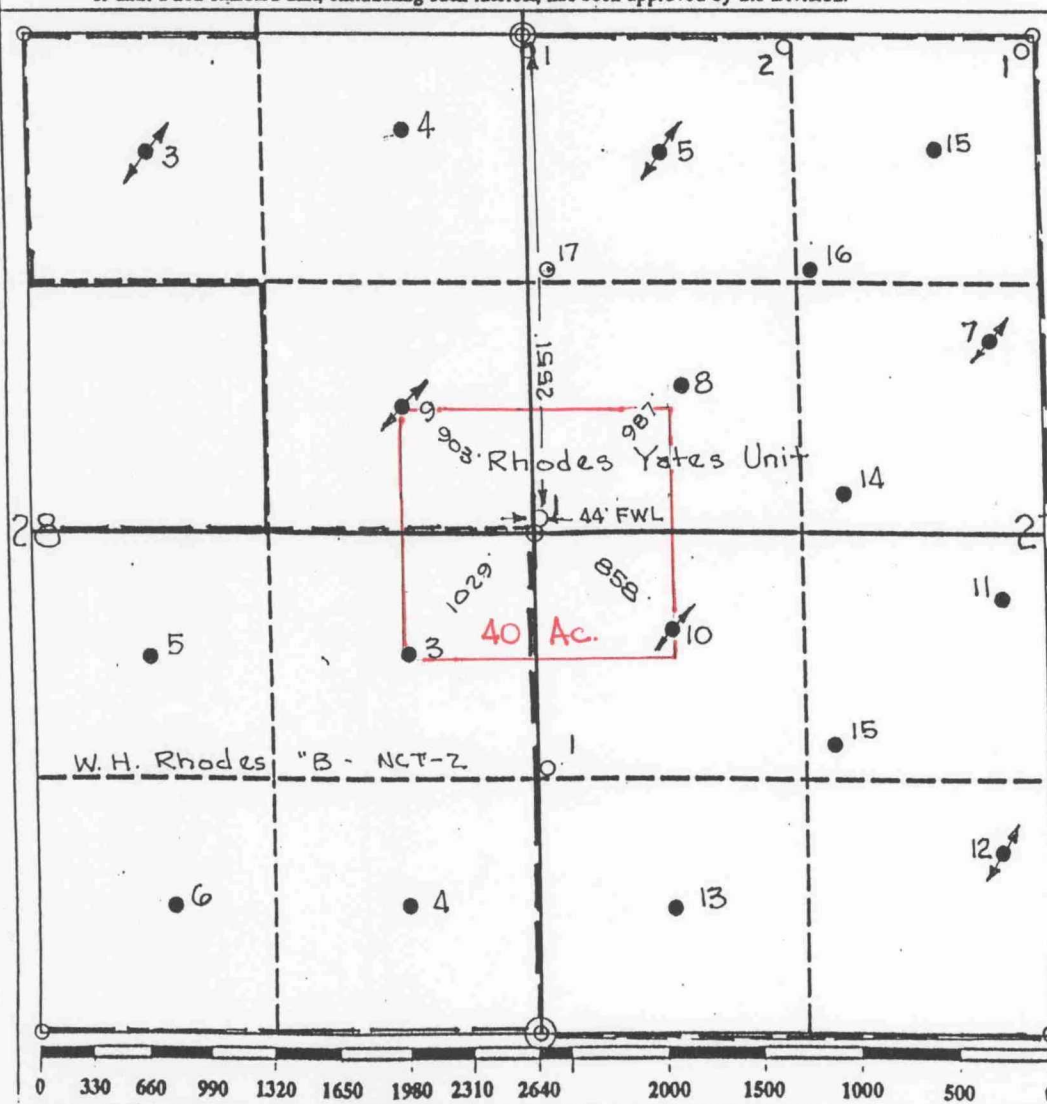
2. If more than one lease is dedicated to the well, outline each and identify the ownership thereof (both as to working interest and royalty).

3. If more than one lease of different ownership is dedicated to the well, have the interest of all owners been consolidated by communitization, unitization, force-pooling, etc.?

☒ Yes ☐ No If answer is "yes" type of consolidation communitization

If answer is "no" list the owners and tract descriptions which have actually been consolidated. (Use reverse side of this form if necessary.)

No allowable will be assigned to the well until all interests have been consolidated (by communitization, unitization, forced-pooling, or otherwise) or until a non-standard unit, eliminating such interest, has been approved by the Division.



OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Signature

Royce D. Matlott

Printed Name

Royce D. Matlott

Position

Division Surveyor

Company

Texaco Expl. & Prod. Inc.

Date

October 4, 1993

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed

May 18, 1993

Signature & Seal of
Professional Surveyor

John S. Piper

Certificate No.

7254 John S. Piper

Lea Co. FB. 8, Pg. 54

OIL CONSERVATION DIVISION

P.O. Box 2088
Santa Fe, New Mexico 87504-2088

DISTRICT I
P.O. Box 1980, Hobbs, NM 88240

DISTRICT II
P.O. Drawer DD, Artesia, NM 88210

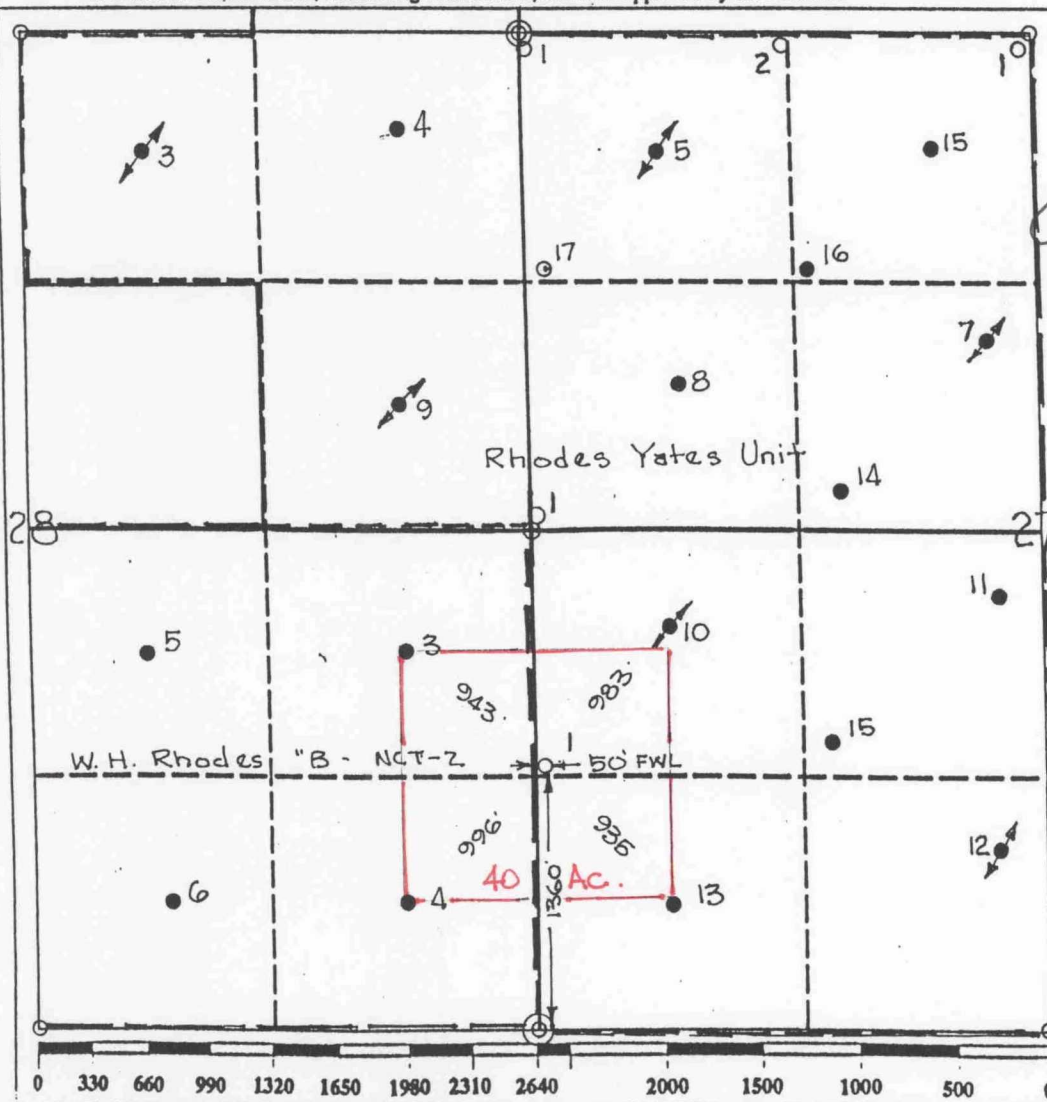
DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

Operator TEXACO EXPLORATION AND PRODUCTION INC.			Lease RHODES YATES COOP FED. COM-3		Well No. 1
Unit Letter L	Section 27	Township 26-South	Range 37-East	County NMPM	Lea
Actual Footage Location of Well: 1360 feet from the South line and 50 feet from the West line					
Ground level Elev. 2966	Producing Formation Yates/7 RVRS		Pool Rhodes Yates Seven Rivers		Dedicated Acreage: 40 Acres

1. Outline the acreage dedicated to the subject well by colored pencil or hachure marks on the plat below.
2. If more than one lease is dedicated to the well, outline each and identify the ownership thereof (both as to working interest and royalty).
3. If more than one lease of different ownership is dedicated to the well, have the interest of all owners been consolidated by communitization, unitization, force-pooling, etc.?
☒ Yes ☐ No If answer is "yes" type of consolidation communitization
If answer is "no" list the owners and tract descriptions which have actually been consolidated. (Use reverse side of this form if necessary.)
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OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Signature
Royce D. Matlott
Printed Name
Royce D. Matlott
Position
Division Surveyor
Company
Texaco Expl. & Prod. Inc.
Date
October 4, 1993

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed
May 18, 1993
Signature & Seal of
Professional Surveyor
John S. Piper
Certificate No.
7254 John S. Piper
Lea Co. FB. 8, Pg. 55

OIL CONSERVATION DIVISION

P.O. Box 2088

Santa Fe, New Mexico 87504-2088

DISTRICT I
P.O. Box 1980, Hobbs, NM 88240

DISTRICT II
P.O. Drawer DD, Artesia, NM 88210

DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

Operator TEXACO EXPLORATION AND PRODUCTION Inc.		Lease Rhodes Yates Coop Fed. Com-4		Well No. 1
Unit Letter I	Section 21	Township -26-South	Range -37-East NMPM	County Lea
Actual Footage Location of Well: 1430 feet from the South line and 10 feet from the East line				
Ground level Elev. 2969	Producing Formation Yates/7 RVRS	Pool Rhodes Yates Seven Rivers	Dedicated Acreage: 40 Acres	

1. Outline the acreage dedicated to the subject well by colored pencil or hatchure marks on the plat below.

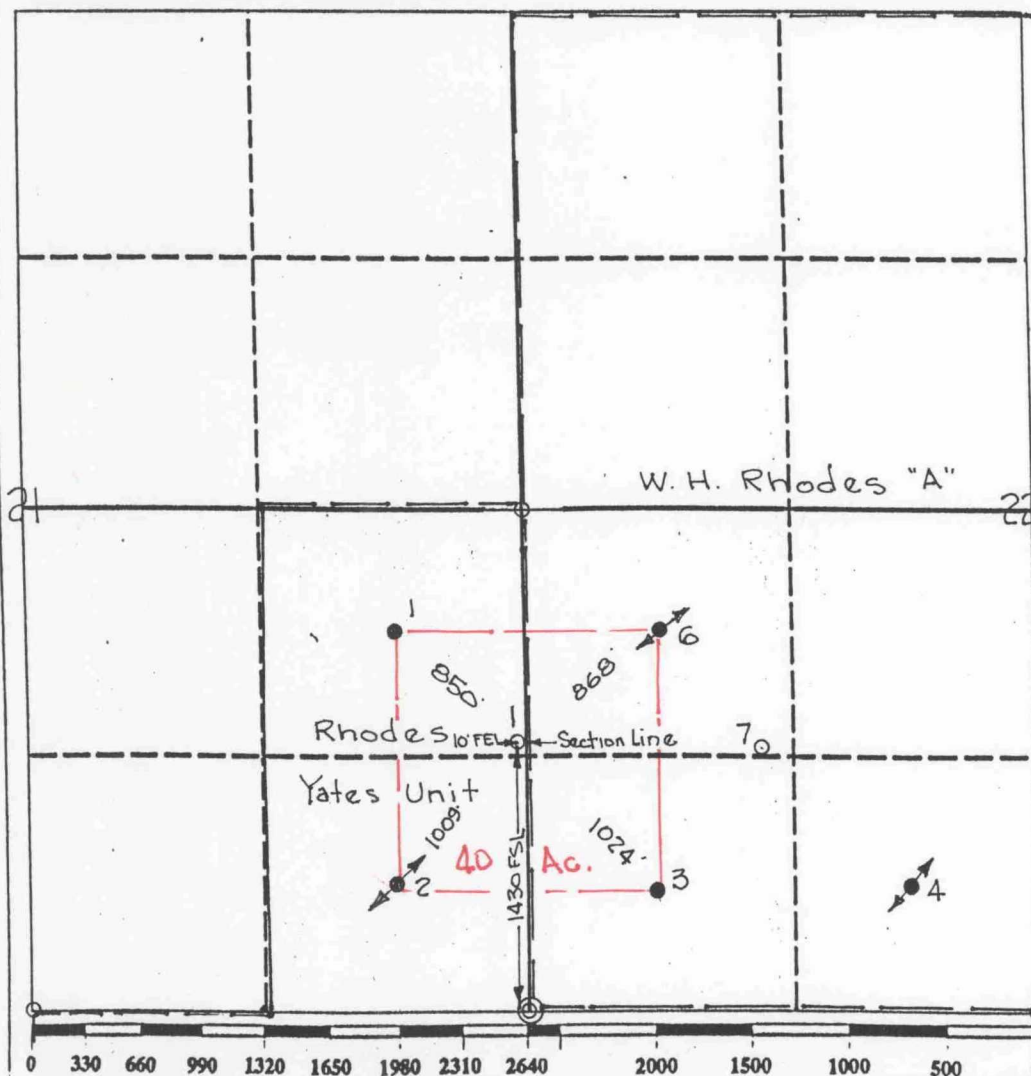
2. If more than one lease is dedicated to the well, outline each and identify the ownership thereof (both as to working interest and royalty).

3. If more than one lease of different ownership is dedicated to the well, have the interest of all owners been consolidated by communitization, unitization, force-pooling, etc.?

☒ Yes ☐ No If answer is "yes" type of consolidation Communitization

If answer is "no" list the owners and tract descriptions which have actually been consolidated. (Use reverse side of this form if necessary.)

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OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Signature

Royce D. Mariott

Printed Name

Royce D. Mariott

Position

Division Surveyor

Company

Texaco Expl. & Prod. Inc.

Date

October 4, 1993

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed

June 10, 1993

Signature & Seal of
Professional Surveyor

John S. Piper

Certificate No.

7254 John S. Piper

Lea Co., FB. 8, Pg. 67

OIL CONSERVATION DIVISION

P.O. Box 2088
Santa Fe, New Mexico 87504-2088

DISTRICT I
P.O. Box 1980, Hobbs, NM 88240

DISTRICT II
P.O. Drawer DD, Artesia, NM 88210

DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

Operator TEXACO EXPLORATION AND PRODUCTION Inc.			Lease Rhodes Yates Coop Fed. Com-5		Well No. 1
Unit Letter D	Section 27	Township -26-South	Range -37-East	County Lea	
Actual Footage Location of Well: 130 feet from the North line and 10 feet from the West line					
Ground level Elev. 2978	Producing Formation Yates/7 RVRS		Pool Rhodes Yates Seven Rivers		Dedicated Acreage: 40 Acres

1. Outline the acreage dedicated to the subject well by colored pencil or hatchure marks on the plat below.

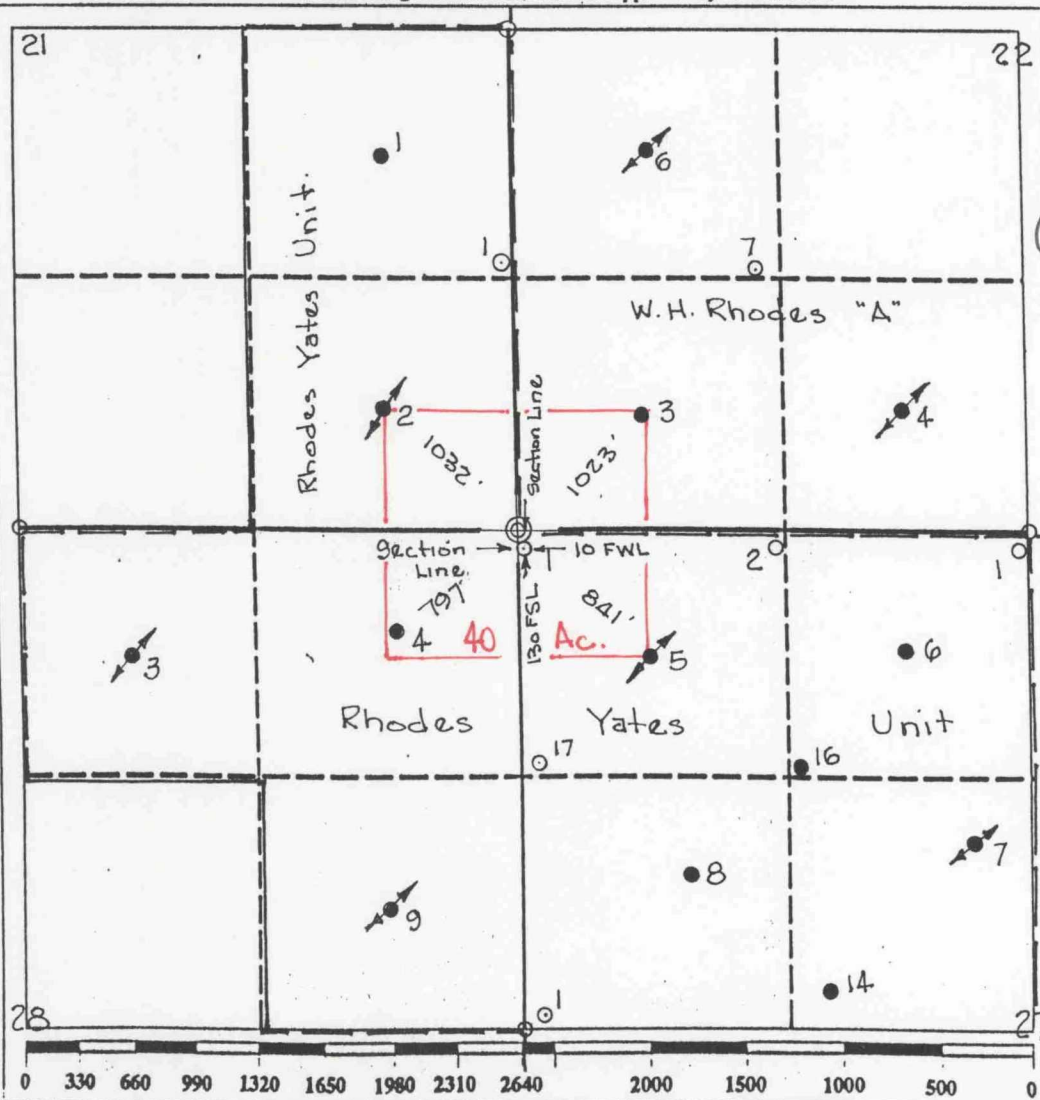
2. If more than one lease is dedicated to the well, outline each and identify the ownership thereof (both as to working interest and royalty).

3. If more than one lease of different ownership is dedicated to the well, have the interest of all owners been consolidated by communitization, unitization, force-pooling, etc.?

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OPERATOR CERTIFICATION

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Signature

Royce D. Mariott

Printed Name

Royce D. Mariott

Position

Division Surveyor

Company

Texaco Expl. & Prod. Inc.

Date

October 4, 1993

SURVEYOR CERTIFICATION

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Date Surveyed

June 10, 1993

Signature & Seal of
Professional Surveyor

John S. Piper

Certificate No.

7254 John S. Piper

Lea Co. FB. 8, Pg. 68

OIL CONSERVATION DIVISION

P.O. Box 2088
Santa Fe, New Mexico 87504-2088

DISTRICT I
P.O. Box 1980, Hobbs, NM 88240

DISTRICT II
P.O. Drawer DD, Artesia, NM 88210

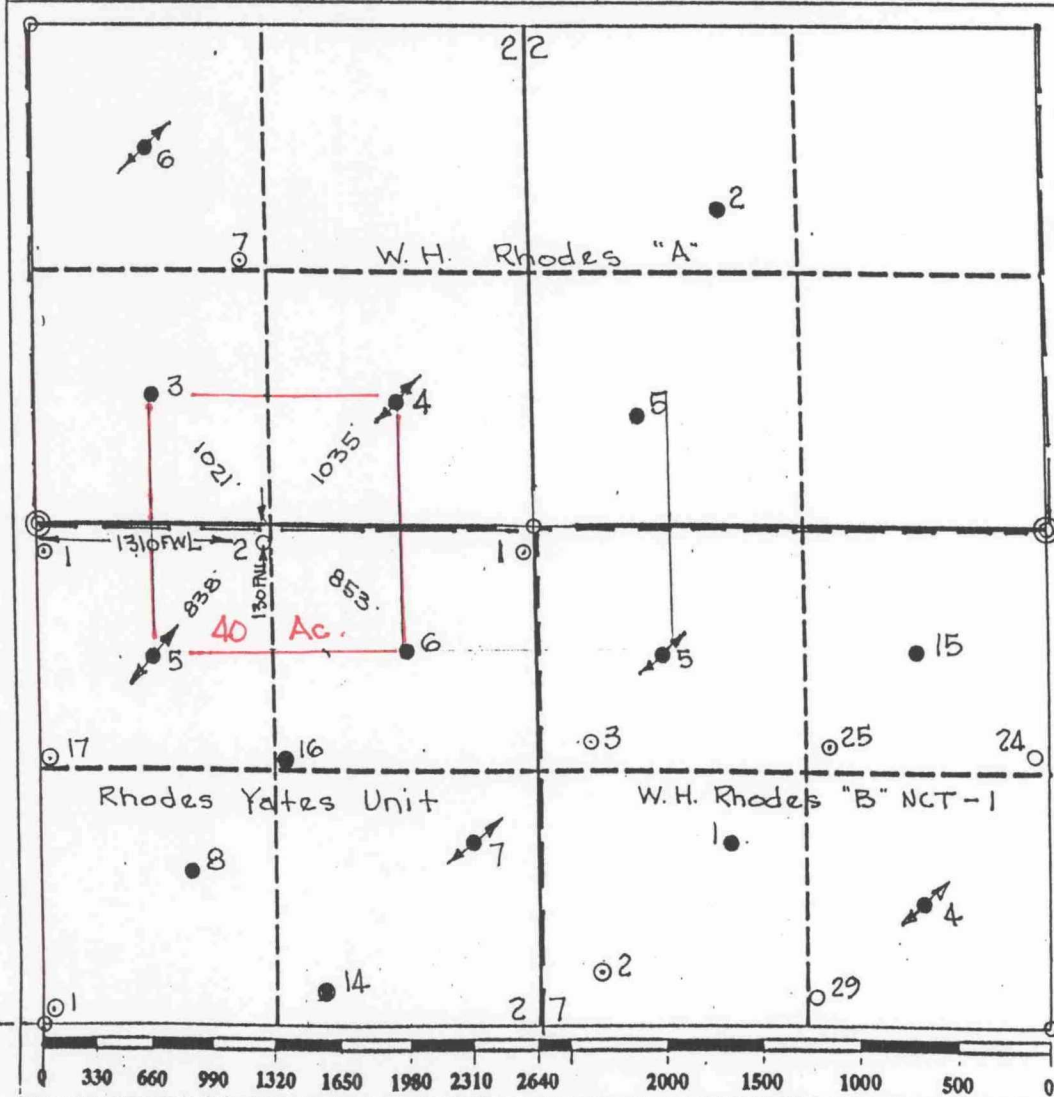
DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

Operator TEXACO EXPLORATION AND PRODUCTION Inc.			Lease RHODES YATES COOP FED. COM- 4		Well No. 2
Unit Letter D	Section 27	Township 26-South	Range 37-East	County Lea	
Actual Footage Location of Well: 130 feet from the North line and 1310 feet from the West line					
Ground level Elev. 2980		Producing Formation Yates/7 RVRs		Pool Rhodes Yates SEven Rivers	Dedicated Acreage: 40 Acres

1. Outline the acreage dedicated to the subject well by colored pencil or hatchure marks on the plat below.
2. If more than one lease is dedicated to the well, outline each and identify the ownership thereof (both as to working interest and royalty).
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OPERATOR CERTIFICATION

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Signature
Royce D. Mariott
Printed Name
Royce D. Mariott
Position
Division Surveyor
Company
Texaco Expl. & Prod. Inc.
Date
October 4, 1993

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Date Surveyed
June 10, 1993
Signature & Seal of
Professional Surveyor
John S. Piper
Certificate No.
7254 John S. Piper

OIL CONSERVATION DIVISION

P.O. Box 2088
Santa Fe, New Mexico 87504-2088

DISTRICT I
P.O. Box 1980, Hobbs, NM 88240

DISTRICT II
P.O. Drawer DD, Artesia, NM 88210

DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

Operator TEXACO EXPLORATION AND PRODUCTION Inc.			Lease RHODES YATES COOP FED. COM- 6		Well No. 1
Unit Letter C	Section 27	Township 26-South	Range 37-East	County Lea	
Actual Footage Location of Well: 130 feet from the North line and 2588 feet from the West line					
Ground level Elev. 2980	Producing Formation Yates/7 RVRs	Pool Rhodes Yates SEVEN RIVERS	Dedicated Acreage: 40 Acres		

1. Outline the acreage dedicated to the subject well by colored pencil or hatchure marks on the plat below.

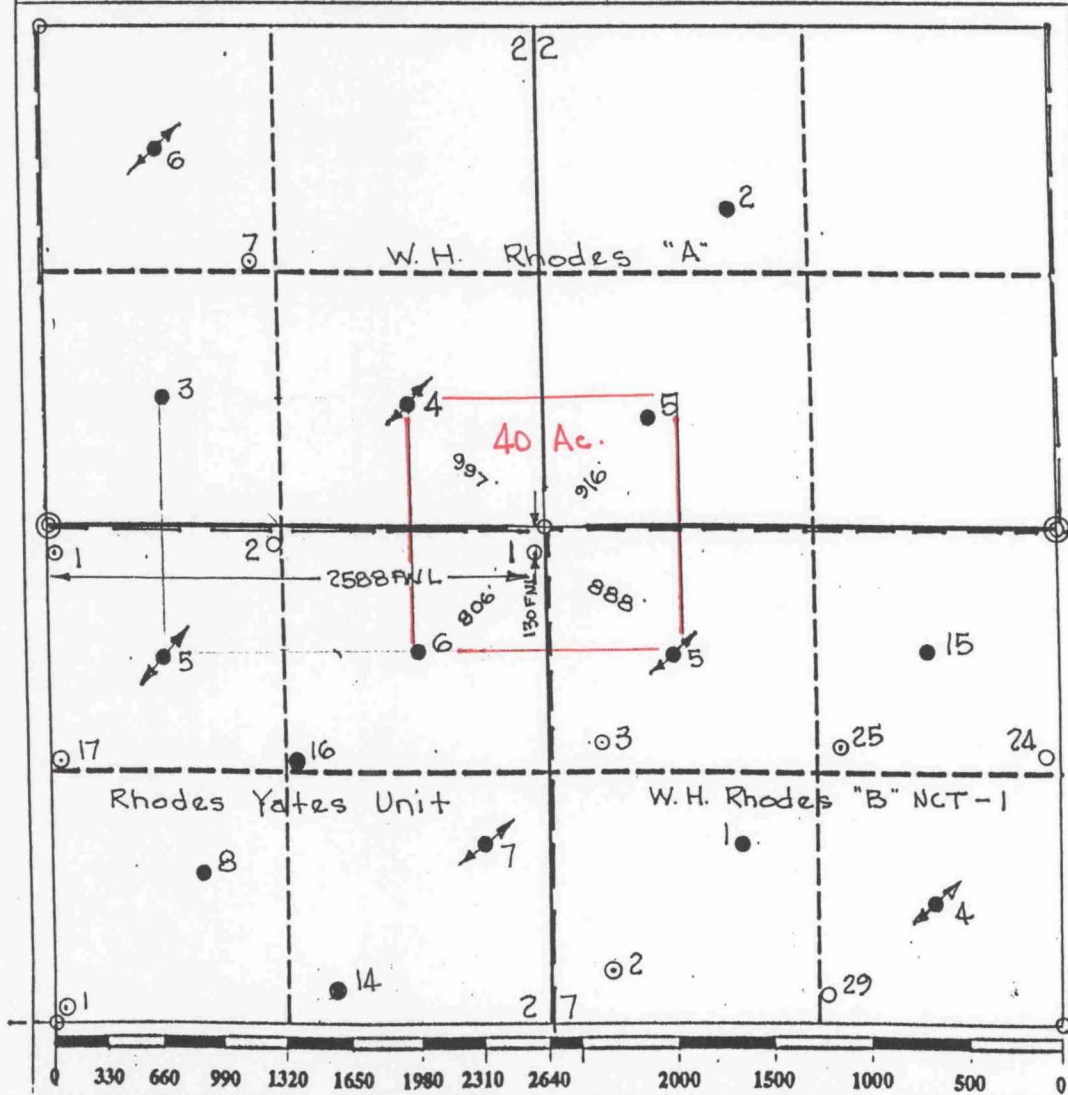
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No allowable will be assigned to the well until all interests have been consolidated (by communitization, unitization, forced-pooling, or otherwise) or until a non-standard unit, eliminating such interest, has been approved by the Division.



OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Signature

Royce D. Mariott

Printed Name

Royce D. Mariott

Position

Division Surveyor

Company

Texaco Expl. & Prod. Inc.

Date

October 4, 1993

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed

June 10, 1993

Signature & Seal of
Professional Surveyor

John S. Piper

Certificate No.

7254 John S. Piper

Lea Co. FB. 8, Pg. 70

Helen K. and Arthur E.
Johnson Foundation
1700 Broadway, Suite 2302
Denver, CO 80290

North Central Oil Corp.
Post Office Box 200201
Houston, TX 77216

Robert E. Witt
710 N. Madison
El Dorado, AR 71730

Mrs. Zoe Elizabeth Witt
710 N. Madison
El Dorado, AR 71730

Jason B. Sowell, Jr.
Post Office Box 64795
Dallas, TX 75206

First Interstate Bk of Denver, NA
Attn: Trust Minerals - 023
Account #: 120003306
Post Office Box 5825
Denver, CO 80217

Lillian Murphy Bachtel
410 First National Bank Bldg.
El Dorado, AR 71730

Jewell Murphy Alderson
736 Bodenhamer Drive
El Dorado, AR 71730

James R. Sowell
Suite 270
500 Crescent Court
Dallas, TX 75201

Georgia A. Martin Donohue
8301 Merion Way
Paradise Valley, AZ 85253

Regents of the University
of Colorado
c/o Treasurer's Office
Campus Box 25
Boulder, CO 80309

H. Madvern Marks
Foundation Inc.
Post Office Box 1165
Dallas, TX 75221

Frank Garrison Lower
62206 Charolais Dr.
Montrose, CO 81401

Weslynn McCallister
362 Cobblestone Drive
Colorado Springs, CO 80906

Vincent Lionel Martin
8117 N. Gray Log Lane
Fox Point, WI 53217

Frantz R. Lupton, Jr.
c/o Lupton Enterprises Inc.
11140 N. 100th Street
Scottsdale, AZ 85260

Julie Ann Lupton
A/C 32160376
c/o World Savings & Loan
2505 S. College Ave.
Ft. Collins, CO 80525

Bradshaw Babb Lupton
Post Office Box 204
Franklin St. Station
Chapel Hill, NC 27514

Charles T. Lupton, Jr.
2835 West 32nd Avenue
Box 91
Denver, CO 80211

Lawrence L. Pedley
1400 Willow, #1403
Louisville, KY 40204

John C. Pedley
Post Office Box 632
Princeton, KY 42445

David M. Pedley
801 79th Street South
St. Petersburg, FL 33730

Jean K. Cline
3290 South Williams
Englewood, CO 80110

Kathryn M. Byrd
Post Office Box 1326
Tuscaloosa, AL 35403

Richard L. Cline, Jr.
3290 South Williams
Englewood, CO 80110

Arkansas Bank & Trust
Successor Trustee U/A of
Bessie L. Hollyfield
Post Office Box 5640
Hot Springs National Park, AR 71901

Georgia A. Donohue and
Thomas W. Donohue Trustee
8301 Merion Way
Paradise Valley, AZ 85253

Martha L. Schneidewind
1616 Circa Del Lago C-106
San Marcos, CA 92069

Arkansas Bank & Trust Co.
Successor Tr. U/W Ed Hollyfield
FBO Johnny E. Hollyfield
Post Office Box 5640
Hot Springs National Park, AR 71901

Mary Madge Pleasant
868 Breeze Street
Craig, CO 81625

Alvin J. Martin, Jr.
Escheated 03/92
State of Delaware, DE 00000

Ann Martin Winder
Escheated 03/92
State of Texas, TX 00000

James Hutton Nobles
Post Office Box 2016
Eldorado, AR 71731

James William Akin, - TR
of Akin Trust
1804 Longmead Drive
Silver Springs, MD 20906

John G. Akin Trustee
Route 1, Box 105
Moravian Falls, NC 28654

John Shannon Shatford
Post Office Box 547
Minden, LA 71058

Nona Bolling
60 G Street, SW
Washington, DC 20024

Richard G. King and
Josephine H. King
JT Tenants W/ROS
7101 West Yale Ave., #3202
Denver, CO 80237

Hazel W. Eaves
Post Office Box 34
Jordan Valley, OR 97910

Wood Properties
112 Pecan, Suite 1414
San Antonio, TX 78205

First Interstate Bk/Denver
& Thomas J. Hayes, Co-Pers.
Reps/Est. of TA Pedley, Jr.
Post Office Box 5825
Denver, CO 80217

Doyle Hartman
Post Office Box 10426
Midland, TX 79702

United Bank of Denver NA
Earnest Richelieu Trust
c/o NCNB Texas Natl. Bank
Post Office Box 840738
Dallas, TX 75284

Marathon Oil Company
Supply & Transportation
Post Office Box 730366
Dallas, TX 75373

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Helen K. and Arthur E.
Johnson Foundation
1700 Broadway, Suite 2302
Denver, CO 80290

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

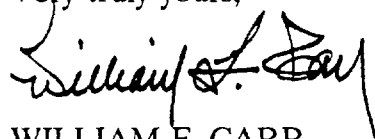
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 015



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail

Helen K. and Arthur E.
Johnson Foundation
1700 Broadway, Suite 2302
Denver, CO 80290

PS Form 3800, June 1991

Postage	\$2.90
Certified Fee	1.00
Postage and Fee	
Certified Mail Fee	
Postage and Fee (with Postage and Fee)	1.00
Postage and Fee (with Postage and Fee)	
Postage and Fee	\$4.90
Postmark or Date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

North Central Oil Corp.
Post Office Box 200201
Houston, TX 77216

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

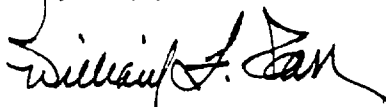
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 016



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

North Central Oil Corp.
Post Office Box 200201
Houston, TX 77216

Certified Fee	2.90
Special Delivery fee	1.00
Registered mail fee	
Return receipt for money or valuable contents	1.00
Postage and Fees	\$ 4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert E. Witt
710 N. Madison
El Dorado, AR 71730

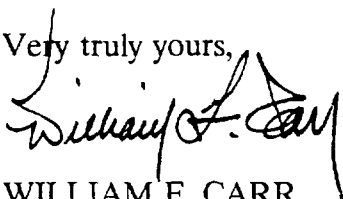
Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

Dear Mr. Witt:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,


WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 017



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Robert E. Witt
710 N. Madison
El Dorado, AR 71730

PS Form 3800, June 1991

Postage	\$ 2.90
Certified fee	1.00
Postage for return	
Insured fee (see instructions)	
Return receipt (see instructions) (Add \$2.00 for return receipt)	1.00
Return receipt (see instructions) (Add \$2.00 for return receipt)	
Total postage & fees	\$ 4.90
Postmark or Date OCT 11 1993	

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Zoe Elizabeth Witt
710 N. Madison
El Dorado, AR 71730

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

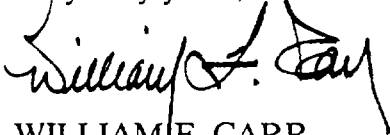
Dear Mrs. Witt:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 016



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Mrs. Zoe Elizabeth Witt
710 N. Madison
El Dorado, AR 71730

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return Receipt (hard copy)	
Return Receipt (electronic)	1.00
Signature Required (hard copy)	
Signature Required (electronic)	
Total Postage & Fees	\$4.90
Postmark or Date OCT 11 1999	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jason B. Sowell, Jr.
Post Office Box 64795
Dallas, TX 75206

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

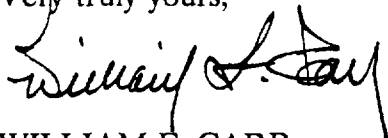
Dear Mr. Sowell:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

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If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 019



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Jason B. Sowell, Jr.
Post Office Box 64795
Dallas, TX 75206

Postage	\$2.90
Certified Fee	1.00
Registered Mail Fee	
Restricted Delivery Fee	
Signature Required (if not provided by addressee)	1.00
Signature Required (if not provided by addressee)	
TOTAL Postage & Fees	\$4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

First Interstate Bank of Denver, NA
Attn: Trust Minerals - 023
Account #: 120003306
Post Office Box 5825
Denver, CO 80217

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

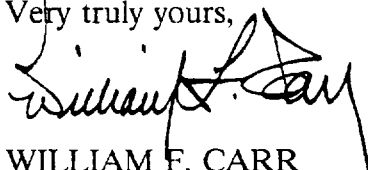
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 020



**Receipt for
Certified Mail**

No Insurance Coverage Provided

First Interstate Bk of Denver, NA

Attn: Trust Minerals - 023

Account #: 120003306

Post Office Box 5825

Denver, CO 80217

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return Receipt for Merchandise	1.00
Insurance (over \$500.00)	
TOTAL Postage & Fees	\$ 4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lillian Murphy Bachtel
410 First National Bank Bldg.
El Dorado, AR 71730

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

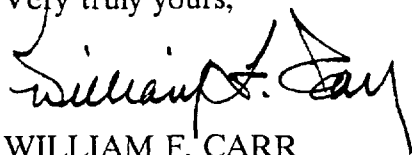
Dear Ms Bachtel:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 021



**Receipt for
Certified Mail**

No Insurance Coverage Provided
For International Mail

Lillian Murphy Bachtel
410 First National Bank Bldg.
El Dorado, AR 71730

PS Form 3800, June 1991

Postage	\$2.90
Certified Fee	1.00
Registered Mail Fee	
Restricted Delivery Fee	
Return Receipt by First-Class Mail®	1.00
Return Receipt by Registered Mail®	
Signature Required Fee	
Postage & Fees	\$4.90
Postmark or Date OCT 11 1993	

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jewell Murphy Alderson
736 Bodenhamer Drive
El Dorado, AR 71730

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

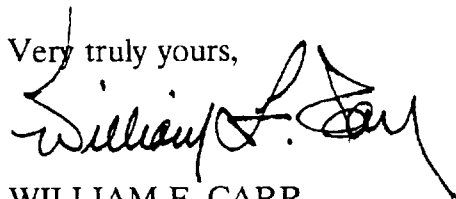
Dear Ms Alderson:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 022



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Jewell Murphy Alderson
736 Bodenhamer Drive
El Dorado, AR 71730

PS Form 3800, June 1991

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return Receipt (hard copy)	
Return Receipt (electronic)	1.00
Signature Required (hard copy)	
Signature Required (electronic)	
Total (Postage & Fees)	\$ 4.90
Postmark or Date OCT 11 1995	

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James R. Sowell
Suite 270
500 Crescent Court
Dallas, TX 75201

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

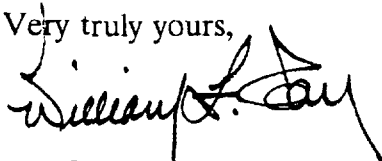
Dear Mr. Sowell:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 023



**Receipt for
Certified Mail**

No Insurance Coverage Provided

James R. Sowell
Suite 270
500 Crescent Court
Dallas, TX 75201

Postage	\$ 2.90
Certified Fee	1.00
Local Delivery Fee	
Next Business Day Delivery Fee	
Registered Mail (if checked) Postage & Fee (if checked)	1.00
Registered Mail (if checked) Postage & Fee (if checked)	
Total Postage & Fees	\$ 4.90
Postmark or Date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Georgia A. Martin Donohue
8301 Merion Way
Paradise Valley, AZ 85253

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

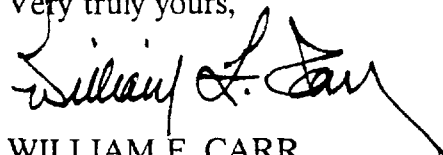
Dear Ms Donohue:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 024



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Postage and Fees for International Mail

Georgia A. Martin Donohue
8301 Merion Way
Paradise Valley, AZ 85253

PS Form 3800, June 1991

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt for Certified Mail or Return Receipt for Registered Mail	1.00
Return Receipt for Certified Mail or Return Receipt for Registered Mail	
Total Postage and Fees	\$ 4.90
Postmark or Date OCT 11 1993	

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Regents of the University
of Colorado
c/o Treasurer's Office
Campus Box 25
Boulder, CO 80309

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

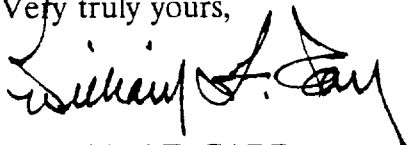
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 025



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Return Receipt for Delivery of Mail

Regents of the University
of Colorado
c/o Treasurer's Office
Campus Box 25
Boulder, CO 80309

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt provided to addressee's government	1.00
Return Receipt provided to addressee other than addressee's address	
Total Charge to addressee	\$ 4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

H. Madvern Marks
Foundation Inc.
Post Office Box 1165
Dallas, TX 75221

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

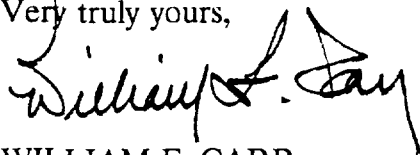
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 026



**Receipt for
Certified Mail**

No Insurance Coverage Provided

H. Madvern Marks
Foundation Inc.
Post Office Box 1165
Dallas, TX 75221

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt (providing to addressee's address)	1.00
Return Receipt (providing to addressee's address and return address)	
Telex Mailage & Fees	\$ 4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE

SUITE 1 - 110 NORTH GUADALUPE

POST OFFICE BOX 2208

SANTA FE, NEW MEXICO 87504-2208

TELEPHONE: (505) 988-4421

TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Frank Garrison Lower
62206 Charolais Dr.
Montrose, CO 81401

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

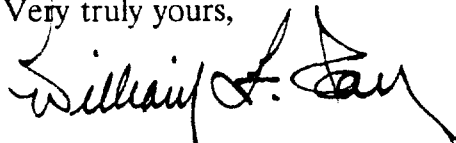
Dear Mr. Lower:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.

WFC:mlh

Enc.

P 176 017 027



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Frank Garrison Lower
62206 Charolais Dr.
Montrose, CO 81401

PS Form 3800, June 1991

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt or Limited to Return Receipt provided	1.00
Return Receipt or Limited to Return Receipt with Address Label	
TOTAL Charges & Fees	\$4.90
Postmark or Date OCT 11 1993	

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Weslynn McCallister
362 Cobblestone Drive
Colorado Springs, CO 80906

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

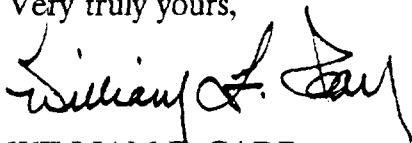
Dear Mr. McCallister:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 028



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Weslynn McCallister
362 Cobblestone Drive
Colorado Springs, CO 80906

PS Form 3800, June 1991

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt (hard copy) for Certified Mail (included)	1.00
Return Receipt (hard copy) for Certified Mail (included)	
Total Postage & Fees	\$ 4.90
Postmark or Date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Vincent Lionel Martin
8117 N. Gray Log Lane
Fox Point, WI 53217

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

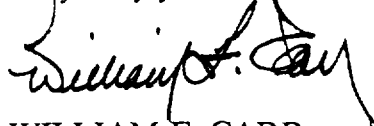
Dear Mr. Martin:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 029



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Vincent Lionel Martin
8117 N. Gray Log Lane
Fox Point, WI 53217

Postage	\$ 2.90
Certified fee	1.00
Postage insurance fee	
Restricted Delivery fee	
Return receipt requested (if return is made, certified)	1.00
Order to be delivered to addressee (if not to addressee, give address)	
Total charge & fees	\$ 4.90
Postmark or date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Frantz R. Lupton, Jr.
c/o Lupton Enterprises Inc.
11140 N. 100th Street
Scottsdale, AZ 85260

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

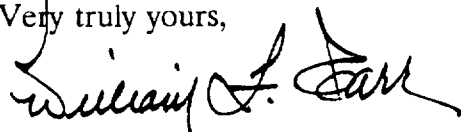
Dear Mr. Lupton:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 000



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Frantz R. Lupton, Jr.
c/o Lupton Enterprises Inc.
11140 N. 100th Street
Scottsdale, AZ 85260

PS Form 3800, June 1991

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt (if desired) If Return & Cash is desired	1.00
Return Receipt (if desired) (if desired) Label and Addresser's Copy	
Total (including any fees)	\$4.90
Postmark or date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Julie Ann Lupton
A/C 32160376
c/o World Savings & Loan
2505 S. College Ave.
Ft. Collins, CO 80525

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

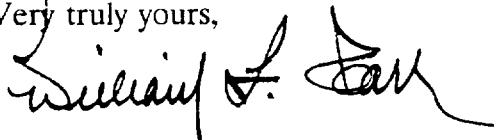
Dear Ms Lupton:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 031



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Julie Ann Lupton
A/C 32160376
c/o World Savings & Loan
2505 S. College Ave.
Ft. Collins, CO 80525

Postage	\$ 4.90
Certified Fee	1.00
Registered Mail Fee	
Restricted Delivery Fee	
Return Receipt by First-Class Mail	
Return Receipt by Registered Mail	1.00
Return Receipt by Certified Mail	
Return Receipt by Registered Mail (if different from above)	
Postage and Fees	\$ 4.90
Postmark or Date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Bradshaw Babb Lupton
Post Office Box 204
Franklin St. Station
Chapel Hill, NC 27514

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

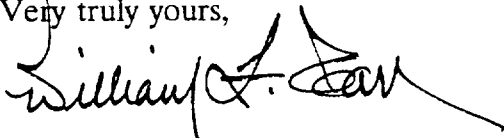
Dear Mr. Lupton:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.

WFC:mlh

Enc.

P 176 017 032



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Bradshaw Babb Lupton
Post Office Box 204
Franklin St. Station
Chapel Hill, NC 27514

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Registered or Insured Fee	
Return Receipt (hard copy) or Return Receipt (electronic)	1.00
Signature Required (hard copy) or Signature Required (electronic)	
Total Charges \$ Fee	\$ 4.90
Postmark or Date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Charles T. Lupton, Jr.
2835 West 32nd Avenue
Box 91
Denver, CO 80211

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

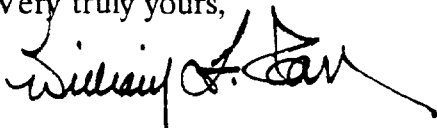
Dear Mr. Lupton:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 033



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Charles T. Lupton, Jr.
2835 West 32nd Avenue
Box 91
Denver, CO 80211

Postage	\$ 2.90
Certified Fee	1.00
Postage and fee	
Postage and fee	
Postage and fee	
Postage and fee	1.00
Postage and fee	
Postage and fee	
Postage and fee	\$ 4.90
Postmark or date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Case 10864

Lawrence L. Pedley
1400 Willow, #1403
Louisville, KY 40204

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

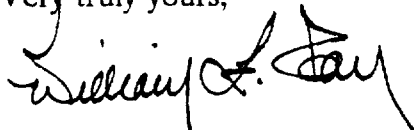
Dear Mr. Pedley:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 034



**Receipt for
Certified Mail**

No Insurance Coverage Provided
for International Mail

Lawrence L. Pedley
1400 Willow, #1403
Louisville, KY 40204

PS Form 3800, June 1991

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return Receipt (Form 3800) to Whom Sent (if different)	1.00
Return Receipt with Certificate Data and Address (Form 3800)	
POSTAGE PAID & Fees	\$4.90
Postmark or Date	OCT 11 1993

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John C. Pedley
Post Office Box 632
Princeton, KY 42445

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

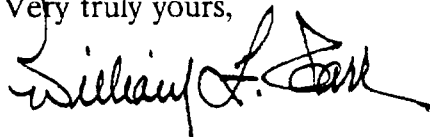
Dear Mr. Pedley:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 035



**Receipt for
Certified Mail**

No Insurance Coverage Provided

John C. Pedley
Post Office Box 632
Princeton, KY 42445

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt (prepaid) or Return Receipt (postpaid)	1.00
Return Receipt (prepaid) or Return Receipt (postpaid) to return address	
Total postage & fees	\$4.90
Postmark or date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE

SUITE 1 - 110 NORTH GUADALUPE

POST OFFICE BOX 2208

SANTA FE, NEW MEXICO 87504-2208

TELEPHONE: (505) 988-4421

TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

David M. Pedley
801 79th Street South
St. Petersburg, FL 33730

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

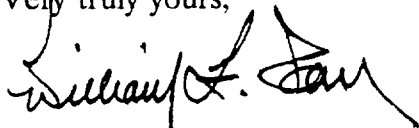
Dear Mr. Pedley:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.

WFC:mlh

Enc.

P 176 017 036



**Receipt for
Certified Mail**

No Insurance Coverage Provided

David M. Pedley
801 79th Street South
St. Petersburg, FL 33730

Postage	\$2.90
Certified Fee	1.00
Special Delivery fee	
Restricted Delivery fee	
Return Receipt (if checked) To return to addressee	1.00
Return Receipt (if checked) To return to addressee's address	
Total Postage & Fees	\$4.90
Postmark or date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jean K. Cline
3290 South Williams
Englewood, CO 80110

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

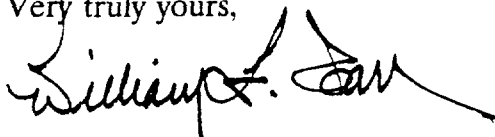
Dear Ms Cline:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

0 176 017 037

**Receipt for
Certified Mail**

No Insurance Coverage Provided

Jean K. Cline
3290 South Williams
Englewood, CO 80110

Postage	\$2.90
Shipping Fee	1.00
Product and Gift Item	
Gift Certificate or Gift, Free	
Gift Tax (Gift Tax With holding or Gift Tax Payment)	1.00
Gift Tax (Gift Tax Withholding or Gift Tax Payment)	
Total Charges \$ Free	\$4.90
Postmark or Date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Kathryn M. Byrd
Post Office Box 1326
Tuscaloosa, AL 35403

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

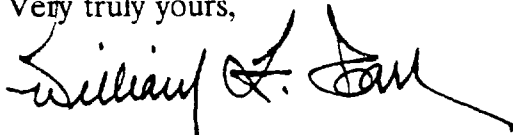
Dear Ms Byrd:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 030



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Kathryn M. Byrd
Post Office Box 1326
Tuscaloosa, AL 35403

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt (Domestic) or (Foreign) (if indicated)	1.00
Postage and Fees (including optional Data and Address Labels)	
Total Postage & Fees	\$4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard L. Cline, Jr.
3290 South Williams
Englewood, CO 80110

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

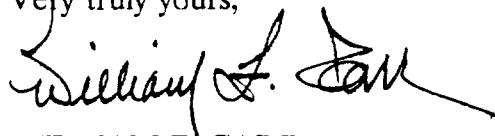
Dear Mr. Cline:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.

WFC:mlh

Enc.

P 176 017 039



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for legal notice or other matters

Richard L. Cline, Jr.
3290 South Williams
Englewood, CO 80110

PS Form 3800, June 1991

Postage	\$2.90
Certified Fee	1.00
Registered Mail Fee	
Restricted Delivery Fee	
Return Receipt showing recipient's signature only	1.00
Return Receipt or Affidavit of Delivery and Postage - Air Mail	
Total Postage & Fees	\$4.90
Postmark or Date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Arkansas Bank & Trust
Successor Trustee U/A of
Bessie L. Hollyfield
Post Office Box 5640
Hot Springs National Park, AR 71901

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

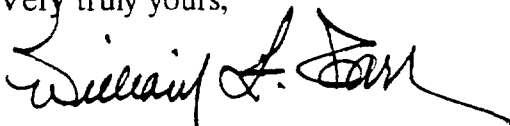
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 040



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Arkansas Bank & Trust
Successor Trustee U/A of
Bessie L. Hollyfield
Post Office Box 5640
Hot Springs National Park, AR 71901

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt (RM) Fee (Minimum \$1.00 per item)	1.00
Return Receipt (RM) Fee (Each additional item \$0.50)	
Total Postage & Fees	\$ 4.90
Postmark or Date QCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Georgia A. Donohue and
Thomas W. Donohue Trustee
8301 Merion Way
Paradise Valley, AZ 85253

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

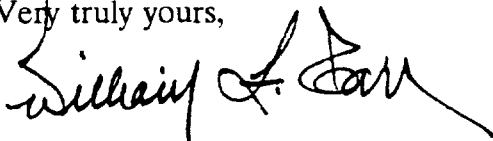
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 041



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Georgia A. Donohue and
Thomas W. Donohue Trustee
8301 Merion Way
Paradise Valley, AZ 85253

PS Form 3800, June 1991

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return receipt or receipt by certified or special delivery	1.00
Return receipt showing to whom certified or registered delivery	
Total postage & fees	\$ 4.90
Postmark or Date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Martha L. Schneidewind
1616 Circa Del Lago C-106
San Marcos, CA 92069

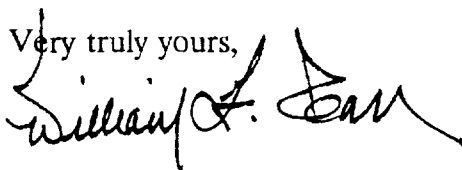
Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

Dear Ms Schneidewind:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,


WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 042



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Martha L. Schneidewind
1616 Circa Del Lago C-106
San Marcos, CA 92069

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt (with or without Restricted Delivery)	1.00
Return Receipt (with or without Restricted Delivery)	
Total Postage & Fees	\$4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Arkansas Bank & Trust Co.
Successor Tr. U/W Ed Hollyfield
FBO Johnny E. Hollyfield
Post Office Box 5640
Hot Springs National Park, AR 71901

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

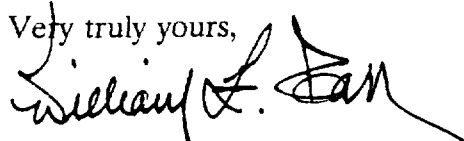
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

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If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 043



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Arkansas Bank & Trust Co.
Successor Tr. U/W Ed Hollyfield
FBO Johnny E. Hollyfield
Post Office Box 5640
Hot Springs National Park, AR 71901

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return Receipt (or other to be returned with mail)	1.00
Return Receipt (with return date) (to be returned with mail)	
Total Postage & Fees	\$ 4.90
Postmark or Date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mary Madge Pleasant
868 Breeze Street
Craig, CO 81625

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

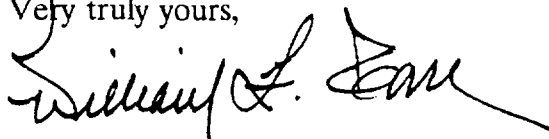
Dear Ms Pleasant:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 044



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Mary Madge Pleasant
868 Breeze Street
Craig, CO 81625

PS Form 3800, June 1991

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt (hard copy) to add'l \$2.00 (if not selected)	1.00
Return Receipt (hard copy) & 22 mm disk (not available in Alaska)	
Total Postage & Fees	\$ 4.90
Postmark or date OCT 11 1993	

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Alvin J. Martin, Jr.
Escheated 03/92
State of Delaware, DE 00000

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

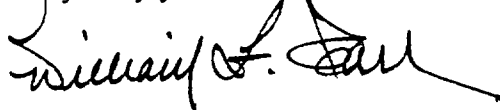
Dear Mr. Martin:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 045



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Alvin J. Martin, Jr.
Escheated 03/92
State of Delaware, DE 00000

Postage	\$2.90
Certification	1.00
Special Services Fee	
Registered Mail Fee	
Return Receipt (hard copy) or Return Receipt (electronic)	1.00
Insurance (if provided to you by the Addressee's Office)	
Total Charge	\$4.90
Postmark of Date	
OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ann Martin Winder
Escheated 03/92
State of Texas, TX 00000

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

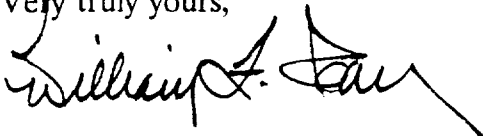
Dear Ms Winder:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 046



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Ann Martin Winder
Escheated 03/92
State of Texas, TX 00000

PS Form 3800, June 1991

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return Receipt for Merchandise (Maximum \$500.00 Insured)	1.00
Return Receipt for Mailing (Maximum \$500.00 Insured)	
Total Postage & Fees	\$4.90
Postmark or Date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James Hutton Nobles
Post Office Box 2016
Eldorado, AR 71731

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

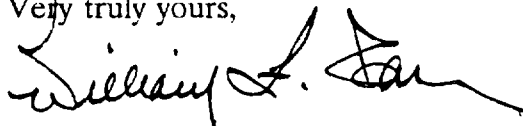
Dear Mr. Nobles:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 047



**Receipt for
Certified Mail**

No Insurance Coverage Provided

James Hutton Nobles
Post Office Box 2016
Eldorado, AR 71731

Postage	\$2.90
Certified Fee	1.00
Insurance Charge (if any)	
Restricted Delivery Fee	
Return Receipt (if any) (If "Return Receipt" is checked, use reverse)	1.00
Signature Required (if any) (If "Signature Required" is checked, use reverse)	
Total Charge	\$4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James William Akin, - TR
of Akin Trust
1804 Longmead Drive
Silver Springs, MD 20906

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

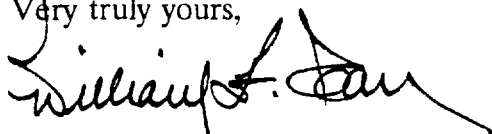
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

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If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 048



**Receipt for
Certified Mail**

No Insurance Coverage Provided

James William Akin, - TR
of Akin Trust
1804 Longmead Drive
Silver Springs, MD 20906

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt for Merchandise (Must be signed by addressee)	1.00
Insurance (Maximum \$500.00) (Indicate amount in dollars and cents)	
Total (Postage and Fees)	\$4.90
Postmark or date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John G. Akin Trustee
Route 1, Box 105
Moravian Falls, NC 28654

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

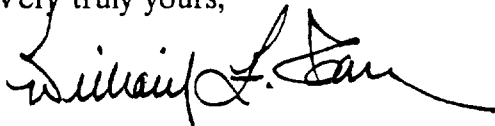
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 049



**Receipt for
Certified Mail**

No Insurance Coverage Provided

John G. Akin Trustee
Route 1, Box 105
Moravian Falls, NC 28654

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return receipt showing to Whom & Date Delivered	1.00
Return receipt showing to Whom Delivered Addressed to Addressee	
Total Postage & Fees	\$ 4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John Shannon Shatford
Post Office Box 547
Minden, LA 71058

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

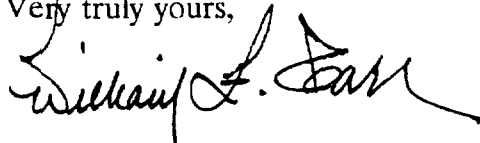
Dear Mr. Shatford:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 050



**Receipt for
Certified Mail**

No Insurance Coverage Provided

John Shannon Shatford
Post Office Box 547
Minden, LA 71058

PS Form 3800, June 1991

Postage	\$ 2.90
Certified fee	1.00
Special delivery fee	
Registered or return receipt fee	
Return receipt and return receipt by first-class mail fee	1.00
Return receipt by registered mail or return receipt by registered mail fee	
Postmark and postage	\$ 4.90
Postmark or date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Nona Bolling
60 G Street, SW
Washington, DC 20024

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

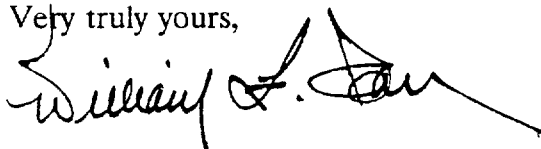
Dear Ms. Bolling:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 051



Receipt for Certified Mail

No Insurance Coverage Provided

Nona Bolling
60 G Street, SW
Washington, DC 20024

Postage	\$2.90
Certified Fee	1.00
Delivery Confirmation Fee	
Registered Delivery Fee	
Return Receipt (showing to whom & date delivered)	1.00
Return Receipt (showing to whom & date delivered & signature of addressee)	
PSNAT Postage & Fees	\$4.90
Postmark or Date	OCT 11 1993

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard G. King and
Josephine H. King
JT Tenants W/ROS
7101 West Yale Ave., #3202
Denver, CO 80237

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

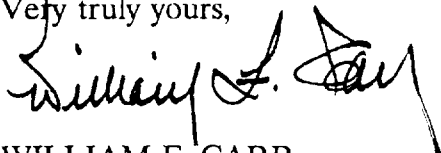
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 052



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Richard G. King and
Josephine H. King
JT Tenants W/ROS
7101 West Yale Ave., #3202
Denver, CO 80237

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Postage Insurance with Signature Confirmation	1.00
Postage Insurance with Signature Confirmation	
Total Postage & Fees	\$ 4.90
Postmark or Date	OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hazel W. Eaves
Post Office Box 34
Jordan Valley, OR 97910

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

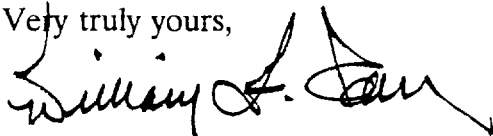
Dear Ms Eaves:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 053



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Hazel W. Eaves
Post Office Box 34
Jordan Valley, OR 97910

Postage	\$ 2.90
Certified fee	1.00
Registered mail fee	
Certified return receipt fee	
Return Receipt Service (Return to date of receipt)	1.00
Return receipt on wrong address (Date of return to addressee's address)	
TOTAL Postage & Fees	\$ 4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Wood Properties
112 Pecan, Suite 1414
San Antonio, TX 78205

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

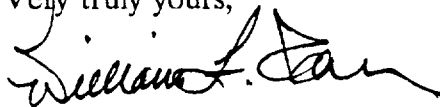
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 054



**Receipt for
Certified Mail**

No Insurance Coverage Provided
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Wood Properties
112 Pecan, Suite 1414
San Antonio, TX 78205

PS Form 3800, June 1991

Postage	\$2.90
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt by First-Class Mail only or Return Receipt by Registered Mail only	1.00
Postnet barcode (allowing for delivery point and a three-digit zip code)	
Total (Postage & Fees)	\$4.90
Postmark or Date OCT 11 1993	

CAMPBELL, CARR, BERGE

& SHERIDAN, P.A.

LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

First Interstate Bank/Denver
& Thomas J. Hayes, Co-Pers.
Reps/Est. of TA Pedley, Jr.
Post Office Box 5825
Denver, CO 80217

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

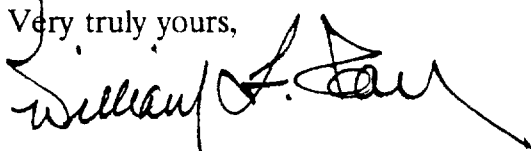
Gentlemen:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

The Division Director may approve this application pursuant to Division Rule 104 F (4) if no offset operator enters an objection to these well locations within twenty days of October 12, 1993.

If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 055



**Receipt for
Certified Mail**

No Insurance Coverage Provided

First Interstate Bk/Denver
& Thomas J. Hayes, Co-Pers.
Reps/Est. of TA Pedley, Jr.
Post Office Box 5825
Denver, CO 80217

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt or Label to Return & Date Delivered	1.00
Return Receipt or Label to Return Date and Address of Addressee	
TOTAL Postage & Fees	\$ 4.90
Postmark or Date OCT 11 1993	

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

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WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
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MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Doyle Hartman
Post Office Box 10426
Midland, TX 79702

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

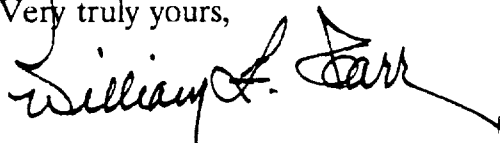
Dear Mr. Hartman:

Texaco Exploration and Production Inc. filed the enclosed application with the New Mexico Oil Conservation Division on October 12, 1993 seeking administrative approval to drill nine lease line injection wells in its Rhodes Yates Waterflood in Lea County, New Mexico. This application is provided to you as either a non-cost bearing interest owner in this waterflood project or an offsetting operator.

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Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 056



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail

Doyle Hartman
Post Office Box 10426
Midland, TX 79702

PS Form 3800, June 1991

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return Receipt for Merchandise (No Postage Needed for Return)	1.00
Return Receipt for Merchandise (Postage for Return to Addressee Address)	
Total Postage & Fees	\$ 4.90
Postmark or Date OCT 11 1993	

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

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WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN
WILLIAM P. SLATTERY

PATRICIA A. MATTHEWS
MICHAEL H. FELDEWERT
DAVID B. LAWRENZ
TANYA M. TRUJILLO

JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

United Bank of Denver NA
Earnest Richelieu Trust
c/o NCNB Texas Natl. Bank
Post Office Box 840738
Dallas, TX 75284

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

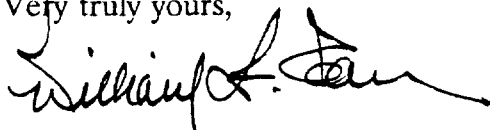
Gentlemen:

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If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 057



**Receipt for
Certified Mail**

No Insurance Coverage Provided

United Bank of Denver NA
Earnest Richelieu Trust
c/o NCNB Texas Natl. Bank
Post Office Box 840738
Dallas, TX 75284

Postage	\$ 2.90
Certified Fee	1.00
Special Delivery Fee	
Registered Mail Fee	
Return Receipt with Certificate of Mailing	1.00
Postnet Barcode (allowing for return to sender) Addressee's Address	
TOTAL Charge & Fees	\$ 4.90

Postmark or date

OCT 11 1993

PS Form 3800, June 1991

CAMPBELL, CARR, BERGE
& SHERIDAN, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
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JACK M. CAMPBELL
OF COUNSEL

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

October 11, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Marathon Oil Company
Supply & Transportation
Post Office Box 730366
Dallas, TX 75373

Re: Application of Texaco Exploration and Production Inc. for administrative approval of lease line injection wells, Rhodes Yates Waterflood, Lea County, New Mexico

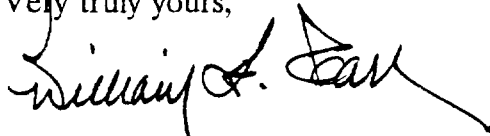
Gentlemen:

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If you have questions concerning this application, please contact Mr. Ronald W. Lanning, West Region Landman, Texaco Exploration and Production Inc., Post Office Box 46513, Denver, Colorado 80201-6513; (303) 793-4317.

Very truly yours,



WILLIAM F. CARR
ATTORNEY FOR TEXACO EXPLORATION AND PRODUCTION INC.
WFC:mlh
Enc.

P 176 017 058



**Receipt for
Certified Mail**

No Insurance Coverage Provided

Marathon Oil Company
Supply & Transportation
Post Office Box 730366
Dallas, TX 75373

Postage	\$2.90
Certified Fee	1.00
Special Insurance	
Restricted Delivery	
Return Receipt with Restrictive Endorsement	1.00
Return Receipt with Restrictive Endorsement	
Total	\$4.90
Postmark Date OCT 11 1993	

PS Form 3800, June 1991