



9653

State of New Mexico
Commissioner of Public Lands

RAY POWELL, M.S., D.V.M.
COMMISSIONER

310 OLD SANTA FE TRAIL P.O. BOX 1148

(505) 827-5760
FAX (505) 827-5766

June 1, 1994

SANTA FE, NEW MEXICO 87504-1148

Yates Petroleum Corporation
105 South 4th Street
Artesia, New Mexico 88210

Attention: Ms. Mecca Mauritsen

Re: Voluntary Termination
Middle Creek State Unit
Chaves County, New Mexico

Dear Ms. Mauritsen:

This office is in receipt of your letter of May 23, 1994, wherein as unit operator of the Middle Creek State Unit, Chaves County, New Mexico, you have requested our approval to voluntarily terminate the Middle Creek State Unit Agreement. Also, attached with your termination request are executed counter-parts by one hundred percent (100%) of the working interest owners.

Pursuant to Section 17, EFFECTIVE DATE AND TERM of the unit agreement, please be advised that the Middle Creek State Unit Agreement has this date been terminated effective May 23, 1994.

Please advise the New Mexico Oil Conservation Division and all other interested parties of this action.

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

Very truly yours,

RAY POWELL, M.S., D.V.M.
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando*

FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744

RP/FOP/pm
enclos.

cc: Reader File
OCD-Santa Fe
TRD-Santa Fe

Unit Name MIDDLE CREEK STATE UNIT
Operator YATES PETROLEUM CORPORATION
County CHAVES COUNTY

DATE	OCC CASE NO.	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TERM
APPROVED MAY 26, 1989	OCC ORDER NO. CASE NO.: 9653	MAY 26, 1989	15,680.73	15,240.73	-0-	440.00	STRICT	5 YEARS
ORDER NO.: R-8933								

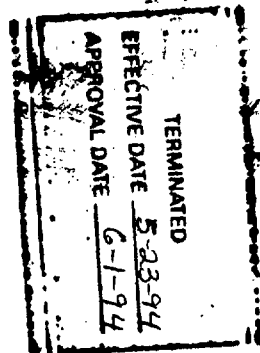
UNIT AREA

T-8-S, R-23-E

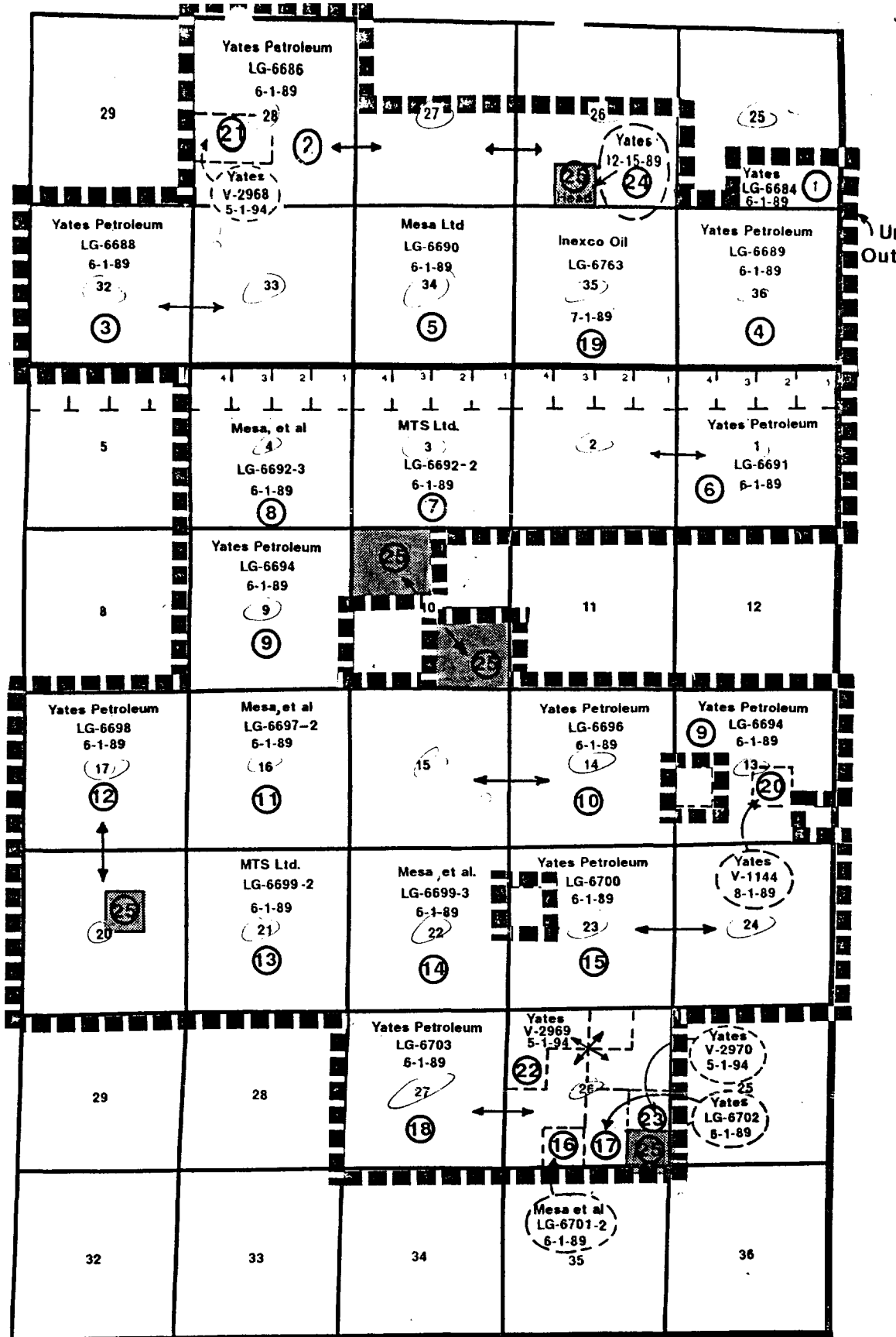
Section 25: SESW, S/2SE
Section 26: S/2
Section 27: S/2
Section 28: All
Section 32: All
Section 33: All
Section 34: All
Section 35: All
Section 36: All

T-9-S, R23-E

Section 1: All
Section 2: All
Section 3: All
Section 4: All
Section 9: All
Section 10: NW/4, SE/4
Section 13: N/2, NE/4SW/4, S/2SW/4, N/2SE/4, SW/4SE/4
Section 14: All
Section 15: All
Section 16: All
Section 17: All
Section 20: All
Section 21: All
Section 22: All
Section 23: S/2, NE/4, N/2NW/4, SE/4NW/4
Section 24: All
Section 26: All
Section 27: All



TRACT 25 is not committed
420.00 Acres (Fee)



Tract # ③

R 23 E

YATES PETROLEUM CORP.

MIDDLE CREEK STATE UNIT
Chaves County, New Mexico



State Lands 15,240.73 acres 97.194008%

Fee Lands	440.00 acres	2.805992 %
------------------	---------------------	-------------------

Total	15,680.73 acres	100.000000%
-------	-----------------	-------------

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
1. T8S-R23E Sec. 25: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$	120.00	LG-6684 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
2. T8S-R23E Sec. 26: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Sec. 27: S $\frac{1}{4}$ Sec. 28: N $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	1160.00	LG-6686 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
3. T8S-R23E Sec. 32: All Sec. 33: All	1280.00	LG-6688 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
4. T8S-R23E Sec. 36: All	640.00	LG-6689 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
5. T8S-R23E Sec. 34: All	640.00	LG-6690-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling Company - 4.84375 Company Abo Petroleum Corporation - 4.84375 Myco Industries, Inc. - 4.84375 Bechtel Partners, Ltd. - 10.00000

Revised - 5-23-89
Revised - 8-10-89
Revised - 2-01-90

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract #	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
6. T9S-R23E Sec. 1: Lots 1,2,3, 4, S½N½, S½ Sec. 2: Lots 1,2,3, 4, S½N½, S½	1280.77	LG-6691 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
7. T9S-R23E Sec. 3: Lots 1,2,3, 4, S½N½, S½	640.04	LG-6692-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling - 4.84375 Company Abo Petroleum Corporation - 4.84375 Mycro Industries, Inc. - 4.84375 Bechtel Partners, Ltd. - 10.00000
8. T9S-R23E Sec. 4: Lots 1,2,3, 4, S½N½, S½	639.76	LG-6692-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling - 4.84375 Company Abo Petroleum Corporation - 4.84375 Mycro Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000
9. T9S-R23E Sec. 9: All Sec. 13: N½, E½SW¼, SW¼SW¼, NE¼SE¼, SW¼SE¼	1160.00	LG-6694 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10

Revised - 5-23-89
Revised - 8-10-89
Revised - 2-01-90

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract #	No of	Serial No. &	Basic Royalty	Lessee of Record	Overriding	Working Interest
Land Description	Acres	Exp. Date	Ownership %		Royalty	Owner
10. T9S-R23E Sec. 14: A11 Sec. 15: A11	1280.00	LG-6696 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
11. T9S-R23E Sec. 16: A11	640.00	LG-6697 6/1/89 1, 2	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 76.64062% Corporation Yates Drilling - 4.45313 Company Abo Petroleum Corporation - 4.45312 Myco Industries, Inc. - 4.45313 Bechtel Partners, Inc. - 10.00000
12. T9S-R23E Sec. 17: A11 Sec. 20: N1/4NE1/4, SE1/4NE1/4, W1/4, SE1/4	1240.00	LG-6698 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
1. T9S-R23E Sec. 21: A11	640.00	LG-6699-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling - 4.84375 Company Abo Petroleum Corporation - 4.84375 Myco Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000

revised - 5-23-89
revised - 8-10-89
revised - 2-01-90

C

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # and Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
4. T9S-R23E Sec. 22: All	640.00	LG-6699-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 76.64062% Yates Drilling Company - 4.45313 Abo Petroleum Corporation - 4.45312 Myco Industries, Inc. - 4.45313 Bechtel Partners, Inc. - 10.00000
5. T9S-R23E Sec. 23: NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S/2 Sec. 24: All	1240.00	LG-6700 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
6. T9S-R23E Sec. 26: SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	LG-6701-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Yates Drilling Company - 4.84375 Abo Petroleum Corporation - 4.84375 Myco Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000
7. T9S-R23E Sec. 26: W $\frac{1}{4}$ SE $\frac{1}{4}$	80.00	LG-6702 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10

Revised 5-23-89
Revised 2-01-90

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract #	Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
18. <u>T9S-R23E</u> Sec. 26:	NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	840.00	LG-6703 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
Sec. 27: All							
19. <u>T8S-R23E</u> Sec. 35: All		640.00	LG-6763 7/1/89	State of NM 12.5%	Inexco Oil Company	None	Bonneville Fuels Corporation-100%
20. <u>T9S-R23E</u> Sec. 13:	NW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	V-1144 8/1/89	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10
21. <u>T8S-R23E</u> Sec. 28:	N $\frac{1}{4}$ SW $\frac{1}{4}$	80.00	V-2968 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10
22. <u>T9S-R23E</u> Sec. 26:	N $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$	240.00	V-2969 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract #	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessees of Record	Overriding Royalty	Working Interest Owner
23. T9S-R23E Sec. 26: NE1SE1	40.00	V-2970 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Mycos Industries, Inc. - 10

STATE LANDS = 15,240.57 acres

24. T8S-R23E Sec. 26: SE1SW1	20.00	Fee 12-15-89	Head, et al 50.00%	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Mycos Industries, Inc. - 20	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Mycos Industries, Inc. - 20
25. T8S-R23E Sec. 26: SE1SW1	420.00	Unleased Fee				
T9S-R23E Sec. 10: NW1, SE/4						
Sec. 20: SW1NE1						
Sec. 26: SE1SE1						

FEE LANDS = 440.00 acres

RECAPITULATION

State Lands	15,240.57 acres	97.193980%
Fee Lands	440.00 acres	2.806020
Total	15,680.57 acres	100.000000%



105-

State of New Mexico
Commissioner of Public Lands

RAY POWELL, M.S., D.V.M.
COMMISSIONER

310 OLD SANTA FE TRAIL P.O. BOX 1148

SANTA FE, NEW MEXICO 87504-1148

(505) 827-5760
FAX (505) 827-5766

SLO REF NO. OG-1344

February 10, 1994

Yates Petroleum Corporation
105 South 4th Street
Artesia, New Mexico 88210

Attn: Ms. Mecca Mauritsen

Re: 1994 Plan of Development
Middle Creek State Unit
Chaves County, New Mexico

Gentlemen:

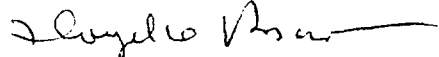
The Commissioner of Public Lands has this date approved the above captioned Plan of Development. Our approval is subject to like approval by all other appropriate agencies.

The possibility of drainage by wells outside of the Unit Area and the need for further development of the unit may exist. You will be contacted at a later date regarding these possibilities.

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

Very truly yours,

RAY B. POWELL, M.S., D.V.M.
COMMISSIONER OF PUBLIC LANDS

BY: 

FLOYD O. PRANDO, Director
Oil and Gas Division
(505) 827-5744

RBP/FOP/pm

CC: OCD--Roy Johnson
BLM



JIM BACA
COMMISSIONER

State of New Mexico
OFFICE OF THE
Commissioner of Public Lands
Santa Fe

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

SLO REF NO. OG-1262

March 11, 1993

Yates Petroleum Corporation
105 South 4th Street
Artesia, New Mexico 88210

Attn: Ms. Mecca Mauritsen

Re: 1993 Plan of Development
Middle Creek State Unit
Chaves County, New Mexico

Gentlemen:

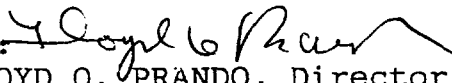
The Commissioner of Public Lands has this date approved the above captioned Plan of Development. Our approval is subject to like approval by all other appropriate agencies.

The possibility of drainage by wells outside of the Unit Area and the need for further development of the unit may exist. You will be contacted at a later date regarding these possibilities.

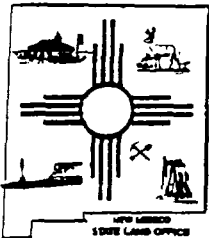
If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: 
FLOYD O. PRANDO, Director
Oil and Gas Division
(505) 827-5744

JB/FOP/pm
cc: OCD
BLM



State of New Mexico
Commissioner of Public Lands

#9653

OCD

W. R. Humphries
COMMISSIONER

Advisory Board March 28, 1990

George Clark
Chairman

Kristin Conniff
Vice Chairman

Melvin Cordova

Joe Kelly

Robert Portillos

Nancy Lynch Vigil

Rex Wilson

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

ATTN: Ms. Janet Richardson

RE: ~~Middle Creek State Unit~~
Chaves County, New Mexico
1990 Plan of Development

Gentlemen:

The Commissioner of Public Lands has this date approved the 1990 Plan of Development for the Middle Creek State Unit. Our approval is subject to like approval by all other appropriate agencies.

We have not yet received the Commercial Determination for the Middle Creek State Unit No. 1 well. If the No. 1 well is determined to be commercial, please submit an update to this Plan of Development to this office.

Enclosed is an approved copy of the 1990 Plan of Development for your files. If we may be of further help, please do not hesitate to contact Susan Howarth at (505) 827-5791.

Very truly yours,

W.R. HUMPHRIES,
COMMISSIONER OF PUBLIC LANDS

BY:

Floyd O. Prando

FLOYD O. PRANDO, Director
Oil and Gas Division
(505) 827-5749

cc: OCD - Santa Fe, New Mexico
BLM
Unit Correspondence File
Unit P.O.D. File

WRH/FOP/SMH

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



105 SOUTH FOURTH STREET
ARTESIA, NEW MEXICO 88210
TELEPHONE (505) 748-1471

S. P. YATES
CHAIRMAN OF THE BOARD
JOHN A. YATES
PRESIDENT
PEYTON YATES
EXECUTIVE VICE PRESIDENT
RANDY G. RATTERSON
SECRETARY
DENNIS G. KINSEY
TREASURER

90 FEB 12 1990

February 9, 1990

Energy & Minerals Department
Oil Conservation Division
P.O. Box 2088
Santa Fe, New Mexico 87504

Attention: Mr. William LeMay

Re: ~~Middle Creek State Unit~~
Chaves County, New Mexico

Dear Mr. LeMay:

Enclosed are revised pages to the unit agreement and operating agreement of the captioned unit. Page 2 and Exhibit B of the unit agreement and Exhibit A and A-2 of the operating agreement have all been revised.

If you need anything further, please advise.

Very truly yours,

YATES PETROLEUM CORPORATION

Mecca Mauritsen

Mecca Mauritsen
Land Analyst

/mm

Enclosures

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

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

1. UNIT AREA: The following described land is hereby designated and

recognized as constituting the unit area:

Township 8 South, Range 23 East, NMPM
 Section 25: SE $\frac{1}{4}$ SW, S $\frac{1}{2}$ SE
 Section 26: S $\frac{1}{2}$
 Section 27: S $\frac{1}{2}$
 Section 28: All
 Section 32: All
 Section 33: All
 Section 34: All
 Section 35: All
 Section 36: All

Township 9 South, Range 23 East, NMPM
 Section 1: All
 Section 2: All
 Section 3: All
 Section 4: All
 Section 9: All
 Section 10: NW $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 13: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 14: All
 Section 15: All
 Section 16: All

Section 17: All
 Section 20: All
 Section 21: All
 Section 22: All
 Section 23: S $\frac{1}{2}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 24: All
 Section 26: All
 Section 27: All
 Containing 15,680.57 acres, more or less
 Chaves County, New Mexico

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

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

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

3. UNIT OPERATOR: Yates Petroleum Corporation, whose address is 105 South Fourth Street, Artesia, New Mexico 88210 is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of unit operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
1. <u>T8S-R23E</u> Sec. 25: S1SW1/4, S1SE1/4	120.00	LG-6684 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
2. <u>T8S-R23E</u> Sec. 26: NE1SW1/4, W1SW1/4, SE1/4 Sec. 27: S1/4 Sec. 28: N1/4, S1SW1/4, SE1/4	1160.00	LG-6686 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
3. <u>T8S-R23E</u> Sec. 32: A11 Sec. 33: A11	1280.00	LG-6688 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
4. <u>T8S-R23E</u> Sec. 36: A11	640.00	LG-6689 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
5. <u>T8S-R23E</u> Sec. 34: A11	640.00	LG-6690-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum - 75.46875% Corporation Yates Drilling - 4.84375 Company Abo Petroleum - 4.84375 Corporation Myco Industries, Inc. - 4.84375 Bechtel Partners, Ltd. - 10.00000

Revised - 5-23-89
Revised - 8-10-89
Revised - 2-01-90

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract #	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
6. T9S-R23E Sec. 1: Lots 1,2,3, 4, S½N½, S½	1280.77	LG-6691 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
Sec. 2: Lots 1,2,3, 4, S½N½, S½						
7. T9S-R23E Sec. 3: Lots 1,2,3, 4, S½N½, S½	640.04	LG-6692-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling Company - 4.84375 Abo Petroleum Corporation - 4.84375 Mycro Industries, Inc. - 4.84375 Bechtel Partners, Ltd. - 10.00000
Sec. 4: Lots 1,2,3, 4, S½N½, S½						
8. T9S-R23E Sec. 4: Lots 1,2,3, 4, S½N½, S½	639.76	LG-6692-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling Company - 4.84375 Abo Petroleum Corporation - 4.84375 Mycro Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000
Sec. 4: Lots 1,2,3, 4, S½N½, S½						
9. T9S-R23E Sec. 9: A11	1160.00	LG-6694 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
Sec. 13: N½, E½SW¼, SW¼SW¼, NE¼SE¼, SW¼SE¼						

Revised - 5-23-89
Revised - 8-10-89
Revised - 2-01-90

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
10. T9S-R23E Sec. 14: All Sec. 15: All	1280.00	LG-6696 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
11. T9S-R23E Sec. 16: All	640.00	LG-6697-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 76.64062% Corporation Yates Drilling - 4.45313 Company Abo Petroleum Corporation Myco Industries, Inc. - 4.45313 Bechtel Partners, Inc. - 10.00000
12. T9S-R23E Sec. 17: All Sec. 20: N1/4, SE1/4, SW1/4, SE1/4	1240.00	LG-6698 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
13. T9S-R23E Sec. 21: All	640.00	LG-6699-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling - 4.84375 Company Abo Petroleum Corporation Myco Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000

Revised - 5-23-89
Revised - 8-10-89
Revised - 2-01-90

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Tract Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
14. <u>T9S-R23E</u> Sec. 22: All	640.00	LG-6699-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 76.64062% Yates Drilling Company - 4.45313 Abo Petroleum Corporation - 4.45312 Mycro Industries, Inc. - 4.45313 Bechtel Partners, Inc. - 10.00000
15. <u>T9S-R23E</u> Sec. 23: NE1, N1NW4, SE1NW4,S/2 Sec. 24: All	1240.00	LG-6700 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
16. <u>T9S-R23E</u> Sec. 26: SE1SW1	40.00	LG-6701-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Yates Drilling Company - 4.84375 Abo Petroleum Corporation - 4.84375 Mycro Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000
17. <u>T9S-R23E</u> Sec. 26: W1SE1	80.00	LG-6702 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract #	No of Acres	Serial No. & Exp. Date	Basic Royalty % Ownership	Lessee of Record	Overriding Royalty	Working Interest Owner
18. T9S-R23E Sec. 26: NW1NE1, SE1NW1, N1SW1, SW1SW1 Sec. 27: All	840.00	LG-6703 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
19. T8S-F23E Sec. 35: All	640.00	LG-6763 7/1/89	State of NM 12.5%	Inexco Oil Company	None	Bonneville Fuels Corporation-100%
20. T9S-R23E Sec. 13: NW1SE1	40.00	V-1144 8/1/89	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10
21. T8S-R23E Sec. 28: N1SW1	80.00	V-2968 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10
22. T9S-R23E Sec. 26: N1NW1, SW1NW1, N1NE1, SW1NE1,	240.00	V-2969 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
23. T9S-R23E Sec. 26: NE1SE1	40.00	V-2970 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10

STATE LANDS = 15,240.57 acres

24. T8S-R23E Sec. 26: SE1SW1	20.00	Fee 12-15-89	Head, et al 50.00%	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Myco Industries, Inc. - 20	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Myco Industries, Inc. - 20
25. T8S-R23E Sec. 26: SE1SW1	420.00	Unleased Fee				
T9S-R23E Sec. 10: NW1, SE/4 Sec. 20: SW1NE1 Sec. 26: SE1SE1						

FREE LANDS = 440.00 acres

RECAPITULATION			
State Lands	15,240.57 acres	97.193980%	
Fee Lands	440.00 acres	2.806020	
Total	15,680.57 acres	100.0000000%	

ATTACHED TO AND MADE A PART OF OPERATING AGREEMENT DATED MARCH 27, 1989, BETWEEN YATES PETROLEUM CORPORATION, "OPERATOR", AND YATES DRILLING COMPANY, ET AL, "NON-OPERATORS", COVERING LANDS IN CHAVES COUNTY, NEW MEXICO.

EXHIBIT "A"

I. 1. Lands Subject to Agreement:

Township 8 South, Range 23 East, NMPM

Section 25: SE/4SW/4, S/2SE/4

Section 26: S/2

Section 27: S/2

Section 28: All

Section 32: All

Section 33: All

Section 34: All

Section 35: All

Section 36: All

Township 9 South, Range 23 East, NMPM

Section 1: All

Section 2: All

Section 3: All

Section 4: All

Section 9: All

Section 10: NW/4, SE/4

Section 13: N/2, NE/4SW/4, S/2SW/4, N/2SE/4, SW/4SE/4

Section 14: All

Section 15: All

Section 16: All

Section 17: All

Section 20: All

Section 21: All

Section 22: All

Section 23: S/2, NE/4, N/2NW/4, SE/4NW/4

Section 24: All

Section 26: All

Section 27: All

Containing 15,680.57 acres, more or less

Chaves County, New Mexico

2. Depth Restriction:

None

3. Drilling Unit for First Well:

Proration Unit as established by the New Mexico OCD

II. Leasehold and Percentage Interests of Parties Under the Agreement:

NAME	PARTICIPATING ACRES	% OF UNIT	INITIAL TEST	INITIAL TEST
			WELL BEFORE PAYOUT	WELL AFTER PAYOUT & SUBSEQUENT WELLS
YATES PETROLEUM CORPORATION	7359.345	48.224575%	52.418383%	52.418383%
YATES DRILLING COMPANY	2291.081	15.013076	15.013083	15.013083
ABO PETROLEUM CORPORATION	2291.081	15.013076	15.013083	15.013083
MYCO INDUSTRIES, INC.	226.929	1.487029	15.013082	11.631567
ESTATE OF MARTIN YATES III	1032.077	6.763030	F/O	1.690758
LILLIE M. YATES	1032.077	6.763030	F/O	1.690757
BECHTEL ENERGY PARTNERS, LTD.	387.980	2.542369	2.542369	2.542369
BONNEVILLE FUELS CORPORATION	640.000	4.193815	F/O	F/O
	15,260.570	100.000000%	100.000000%	100.000000%

Revised - 4-18-89

- 4-25-89

- 5-23-89

- 2-01-90

EXHIBIT A-2
To Operating Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # and Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
1. <u>T8S-R23E</u> <u>Sec. 25:</u> SE ¹ SW ¹ , S ¹ SE ¹	120.00	LG-6684 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
2. <u>T8S-R23E</u> <u>Sec. 26:</u> NE ¹ SW ¹ , W ¹ SW ¹ , SE ¹ Sec. 27: S ¹ Sec. 28: N ¹ , S ¹ SW ¹ , SE ¹	1160.00	LG-6686 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
3. <u>T8S-R23E</u> <u>Sec. 32:</u> A11 Sec. 33: A11	1280.00	LG-6688 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
4. <u>T8S-R23E</u> <u>Sec. 36:</u> A11	640.00	LG-6689 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
5. <u>T8S-R23E</u> <u>Sec. 34:</u> A11	640.00	LG-6690-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum - 75.46875% Corporation Yates Drilling - 4.84375 Company Abo Petroleum - 4.84375 Corporation Myco Industries, Inc. - 4.84375 Bechtel Partners, Ltd. - 10.00000

Revised - 5-23-89
Revised - 8-10-89
Revised - 2-01-90

EXHIBIT A-2
To Operating Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # and Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
6. T9S-R23E Sec. 1: Lots 1,2,3, 4, S½N½, S½	1280.77	LG-6691 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
7. T9S-R23E Sec. 3: Lots 1,2,3, 4, S½N½, S½	640.04	LG-6692-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling Company - 4.84375 Company Abo Petroleum Corporation - 4.84375 Corporation Mycro Industries, Inc. - 4.84375 Bechtel Partners, Ltd. - 10.00000
8. T9S-R23E Sec. 4: Lots 1,2,3, 4, S½N½, S½	639.76	LG-6692-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Corporation Yates Drilling Company - 4.84375 Company Abo Petroleum Corporation - 4.84375 Corporation Mycro Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000
9. T9S-R23E Sec. 9: All Sec. 13: N½, E½SW¼, SW¼SW¼, NE¼SE¼, SW¼SE¼	1160.00	LG-6694 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10

Revised - 5-23-89
Revised - 8-10-89
Revised - 2-01-90

EXHIBIT A-2
To Operating Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
10. T9S-R23E Sec. 14: All Sec. 15: All	1280.00	LG-6696 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
11. T9S-R23E Sec. 16: All	640.00	LG-6697-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum - 76.64062% Corporation Yates Drilling - 4.45313 Company Abo Petroleum - 4.45312 Corporation Myco Industries, Inc. - 4.45313 Bechtel Partners, Inc. - 10.0000
12. T9S-R23E Sec. 17: All Sec. 20: Mine, SE&NE 1/4, W 1/2, SW 1/4	1240.00	LG-6698 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
13. T9S-R23E Sec. 21: All	640.00	LG-6699-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Yates Petroleum - 75.46875% Corporation Yates Drilling - 4.84375 Company Abo Petroleum - 4.84375 Corporation Myco Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000

Revised - 5-23-89
Revised - 8-10-89
Revised - 2-01-90

EXHIBIT A-2
To Operating Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
14. T9S-R23E Sec. 22: All	640.00	LG-6699-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 76.64062% Yates Drilling Company - 4.45313 Abo Petroleum Corporation - 4.45312 Myco Industries, Inc. - 4.45313 Bechtel Partners, Inc. - 10.00000
15. T9S-R23E Sec. 23: NE 1/4, N 1/4 NW 1/4, SE 1/4 NW 1/4, S/2 Sec. 24: All	1240.00	LG-6700 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
16. T9S-R23E Sec. 26: SE 1/4 SW 1/4	40.00	LG-6701-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Yates Petroleum Corporation - 75.46875% Yates Drilling Company - 4.84375 Abo Petroleum Corporation - 4.84375 Myco Industries, Inc. - 4.84375 Bechtel Partners, Inc. - 10.00000
17. T9S-R23E Sec. 26: W 1/4 SW 1/4	80.00	LG-6702 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10

Revised 5-23-89
Revised 2-01-90

EXHIBIT A-2
To Operating Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
18. T9S-R23E Sec. 26: NW1NE1, SE1NE1, N1SW1, SW1SW1 Sec. 27: All	840.00	LG-6703 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
19. T8S-R23E Sec. 35: All	640.00	LG-6763 7/1/89	State of NM 12.5%	Inexco Oil Company	None	Bonneville Fuels Corporation-100%
20. T9S-R23E Sec. 13: NW1SE1	40.00	V-1144 8/1/89	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10
21. T8S-R23E Sec. 28: N1SW1	80.00	V-2968 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10
22. T9S-R23E Sec. 26: N1NW1, SW1NW1, E1NE1, SW1NE1,	240.00	V-2969 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10

EXHIBIT A-2
To Operating Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract #	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
23. T9S-R23E Sec. 26: NE1SE1	40.00	V-2970 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10

STATE LANDS = 15,240.57 acres

24. T8S-R23E Sec. 26: SE1SW1	20.00	Fee 12-15-89	Head, et al 50.00%	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Myco Industries, Inc. - 20	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Myco Industries, Inc. - 20
25. T8S-R23E Sec. 26: SE1SW1	420.00	Unleased Net				
T9S-R23E Sec. 10: NW1, SE/4 Sec. 20: SW1NE1 Sec. 26: SE1SE1						

FEE LANDS = 440.00 acres

RECAPITULATION			
State Lands	15,240.57 acres		97.193980%
Fee Lands	440.00 acres		2.806020
Total	15,680.57 acres		100.000000%

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



105 SOUTH FOURTH STREET
ARTESIA, NEW MEXICO 88210
TELEPHONE (505) 748-1471

S. P. YATES
CHAIRMAN OF THE BOARD
JOHN A. YATES
PRESIDENT
PEYTON YATES
EXECUTIVE VICE PRESIDENT
RANDY G. PATTERSON
SECRETARY
DENNIS G. KINSEY
TREASURER

June 29, 1989

9653

Oil Conservation Division
P.O. Box 2088
Santa Fe, New Mexico 87501

Attention: Mr. William LeMay

Re: Middle Creek State Unit
Chaves County, New Mexico

Gentlemen:

Enclosed for your files is a copy of the recored Unit Agreement covering the captioned.

Thank you.

Very truly yours,

YATES PETROLEUM CORPORATION

Kathy H. Colbert
Landman

KHC:blf

Enclosure

RECEIVED

JUL - 2 1989

OIL CONSERVATION DIV.
SANTA FE

FILED FOR RECORD June 26, 1989 at 9:41 o'clock A M.

Receipt No. 66482 Fee \$53.00 Book 59 Page 701

RHODA GOODLOE, COUNTY CLERK

By Monica Kay Kelley Deputy

Yates Petroleum Corp 105 South Fourth Artesia, NM 88210



NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Middle Creek State Unit

Chaves County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated March 27, 1989, which said Agreement has been executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area, which are effectively committed to the Unit Agreement as of this date, and, further, that leases insofar as the lands covered thereby committed to this Unit Agreement shall be and the same are hereby amended to conform with the terms of such Unit Agreement, and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions and requirements of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 26th day of May, 1989.

W. R. Humphries
COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

FOR THE DEVELOPMENT AND OPERATION
OF THE
MIDDLE CREEK STATE UNIT AREA

CHAVES COUNTY, NEW MEXICO

NO. _____

RECEIVED
STATE OF NEW MEXICO
SANTA FE
MAR 27 3 41 PM '89

THIS AGREEMENT, entered into as of the 27th day of March, 1989, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

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

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

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

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

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

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

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

1. UNIT AREA: The following described land is hereby designated and

recognized as constituting the unit area:

Township 8 South, Range 23 East, NMPM

Section 25: SESW, S/2SE
 Section 26: S/2
 Section 27: S/2
 Section 28: All
 Section 32: All
 Section 33: All
 Section 34: All
 Section 35: All
 Section 36: All

Township 9 South, Range 23 East, NMPM

Section 1: All
 Section 2: All
 Section 3: All
 Section 4: All
 Section 9: All
 Section 10: NW/4, SE/4
 Section 13: N/2, NE/4SW/4, S/2SW/4, N/2SE/4, SW/4SE/4
 Section 14: All
 Section 15: All
 Section 16: All

Section 17: All

Section 20: All

Section 21: All

Section 22: All

Section 23: S/2, NE/4, N/2NW/4, SE/4NW/4

Section 24: All

Section 26: All

Section 27: All

Containing 15,680.73 acres, more or less
 Chaves County, New Mexico

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

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

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

3. UNIT OPERATOR: Yates Petroleum Corporation, whose address is 109 South Fourth Street, Artesia, New Mexico 88210 is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of unit operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the

unit operator acting in that capacity and not as an owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

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

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

The resignation or removal of the unit operator under this agreement shall not terminate his right, title or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of unit operator becoming effective, such unit operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the newly duly qualified successor unit operator, or to the owners thereof if no such new unit operation is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of wells.

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

with notice to the Division, may declare this unit agreement terminated.

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

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

8. DRILLING TO DISCOVERY: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the top of the Abo formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of 3400 feet. Until a discovery of a

deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the cost of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

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

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

Should unitized substances in paying quantities be discovered upon the unit area, the unit operator shall on or before six months from the time of the completion of the initial discovery well and within thirty days after the expiration of each twelve months period thereafter, file a report with the Commissioner and Division of the status of the development of the unit area and the development contemplated for the following twelve months period.

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

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

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as

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

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

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

Notwithstanding any provisions contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the unit operator the right to sell or otherwise dispose of the proportionate

share of any working interest owner without specific authorization from time to time so to do.

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

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

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

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

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

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

13. LEASES AND CONTRACTS CONFORMED AND EXTENDED INSOFAR AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA:

The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offset to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

Any lease embracing lands of the State of New Mexico of which only a portion is committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as two separate leases as to such segregated portions, commencing as

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

14. CONSERVATION: Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State laws or regulations.

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

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

hereto shall be binding upon unit operator until the first day of the calendar month after the unit operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

17. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Commissioner and the Division and shall terminate in five (5) years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced in paying quantities from the unitized land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered are being produced as aforesaid. This agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner and with notice to Division. Likewise, the failure to comply with the drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

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

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

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

21. UNAVOIDABLE DELAY: All obligations under this agreement requiring the unit operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement, shall be suspended while, but only so long as, the unit operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or part, by strikes, war, act of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary material in open market, or other matters beyond the reasonable control of the unit operator, whether similar to matters herein enumerated or not.

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

23. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive

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

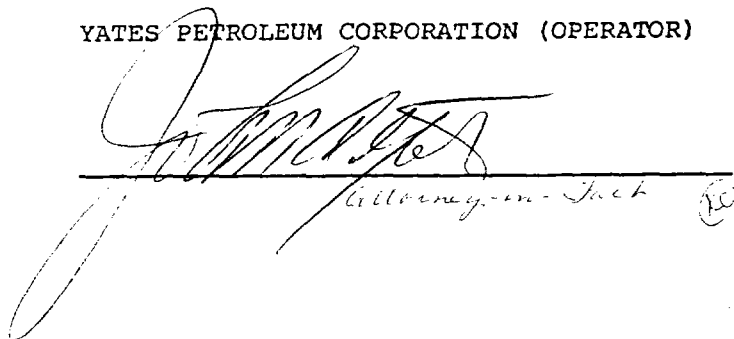
IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

UNIT OPERATOR AND WORKING INTEREST OWNER

YATES PETROLEUM CORPORATION (OPERATOR)

Date March 30, 1989

STATE OF NEW MEXICO)
:SS
COUNTY OF EDDY)


John W. Yates
Attorney-in-Fact

The foregoing instrument was acknowledged before me this 30th day of March, 1989 by John W. Yates, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:

March 1, 1990




Notary Public

OTHER WORKING INTEREST OWNERS



MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

State Lands	15,240.73 acres	97.194008 %
-------------	-----------------	-------------

	Fee Lands	440.00 acres	2.805992 %
---	-----------	--------------	------------

Total 15,680.73 acres 100.000000%

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # and Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
1. T8S-R23E Sec. 25: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	120.00	LG-6684 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
2. T8S-R23E Sec. 26: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Sec. 27: S $\frac{1}{4}$ Sec. 28: N $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	1160.00	LG-6686 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
3. T8S-R23E Sec. 32: A11 Sec. 33: A11	1280.00	LG-6688 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
4. T8S-R23E Sec. 36: A11	640.00	LG-6689 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
5. T8S-R23E Sec. 34: A11	640.00	LG-6690-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Mesa Limited Partnership - 77.5 Yates Petroleum Corporation - 12.5 Bechtel Partners, Ltd. - 10.0
6. T9S-R23E Sec. 1: Lots 1,2,3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$ Sec. 2: Lots 1,2,3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$	1280.77	LG-6691 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # and Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
7. T9S-R23E Sec. 3: Lots 1,2,3, 4, S1N1, N1	640.04	LG-6692-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Mesa Limited Partnership -77.5 Yates Petroleum Corporation -12.5 Bechtel Partners, Ltd. -10.0
8. T9S-R23E Sec. 4: Lots 1,2,3, 4, S1N1, N1	639.76	LG-6692-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Mesa Limited Partnership -77.5 Yates Petroleum Corporation -12.5 Bechtel Partners, Ltd. -10.0
9. T9S-R23E Sec. 9: A11 Sec. 13: N1, E1SW1, SW1SW1, NE1SE1, SW1SE1	1160.00	LG-6694 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
10. T9S-R23E Sec. 14: A11 Sec. 15: A11	1280.00	LG-6696 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
11. T9S-R23E Sec. 16: A11	640.00	LG-6697-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Mesa Limited Partnership -77.5% Yates Petroleum Corporation-12.5 Bechtel Partners, Ltd. -10.0
12. T9S-R23E Sec. 17: A11 Sec. 20: N1NE1, SE1NE1, W1, SE1	1240.00	LG-6698 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Tract Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
13. <u>T9S-R23E</u> Sec. 21: All	640.00	LG-6699-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Mesa Limited Partnership -77.5% Yates Petroleum Corporation-12.5 Bechtel Partners, Ltd. -10.0
14. <u>T9S-R23E</u> Sec. 22: All	640.00	LG-6699-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Mesa Limited Partnership -77.5% Yates Petroleum Corporation-12.5 Bechtel Partners, Ltd. -10.0
15. <u>T9S-R23E</u> Sec. 23: NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$ Sec. 24: All	1240.00	LG-6700 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
16. <u>T9S-R23E</u> Sec. 26: SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	LG-6701-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Mesa Limited Partnership -77.5% Yates Petroleum Corporation-12.5 Bechtel Partners, Ltd. -10.0
17. <u>T9S-R23E</u> Sec. 26: W $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	LG-6702 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
18. <u>T9S-R23E</u> Sec. 26: NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 27: All	840.00	LG-6703 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
19. T8S-R23E Sec. 35: All	640.00	LG-6763 7/1/89	State of NM 12.5%	Inexco Oil Company	None	Bonneville Fuels Corporation-100%
20. T9S-R23E Sec. 13: NW1SE1	40.00	V-1144 8/1/89	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10
21. T8S-R23E Sec. 28: N1SW1	80.00	V-2968 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10
22. T9S-R23E Sec. 26: N1NW1, SW1NW1, E1NE1, SW1NE1,	240.00	V-2969 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10
23. T9S-R23E Sec. 26: NE1SE1	40.00	V-2970 5/1/94	State of NM 16.67%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 70% Yates Drilling Company - 10 Abo Petroleum Corporation - 10 Myco Industries, Inc. - 10

STATE LANDS = 15,240.73 acres

24. T8S-R23E Sec. 26: SE1SW1	20.00	Fee 12-15-89	Head, et al 50.00%	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Myco Industries, Inc. - 20	None	Yates Petroleum Corporation - 40% Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Myco Industries, Inc. - 20
---------------------------------	-------	-----------------	-----------------------	--	------	--

EXHIBIT B
To Unit Agreement
MIDDLE CREEK STATE UNIT
Chaves County, New Mexico

Tract # and Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
15. T8S-R23E	420.00					
Sec. 26: SE1SW1	Net					
19S-R23E						
Sec. 10: NW1, SE1						
Sec. 20: SW1NE1						
Sec. 26: SE1SE1						

FEE LANDS = 440.00 acres

RECAPITULATION			
State Lands	15,240.73 acres	97.194008%	
Fee Lands	440.00 acres	2.805992%	
Total	15,680.73 acres	100.000000%	

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE MIDDLE CREEK STATE UNIT

CHAVES, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Middle Creek State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated March 27, 1989, and acknowledged that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold interests being committed to said Unit Agreement and Unit Operating Agreement do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all the terms and provisions thereof, exactly the same as if the undersigned has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

YATES DRILLING COMPANY

By *Regina Yates* ^(c)
Title *Attorney-in-Fact*

105 South Fourth Street
Artesia, New Mexico

STATE OF NEW MEXICO)
 : SS
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 14th day of April, 1989, by *Regina Yates*, *Attorney-in-Fact* for YATES DRILLING COMPANY, a New Mexico company, on behalf of said company.

My commission expires:
March 10, 1990

Miriam S. Krolow
Notary Public

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE MIDDLE CREEK STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Middle Creek State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated March 27, 1989, and acknowledged that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold interests being committed to said Unit Agreement and Unit Operating Agreement do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all the terms and provisions thereof, exactly the same as if the undersigned has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

ESTATE OF MARTIN YATES, III
LILLIE M. YATES

By Frank W. Yates, Jr. Attorney-in-Fact for Lillie M. Yates, individually and with S.P. Yates, Personal Representatives of Estate of Martin Yates, III.

105 South Fourth Street
Artesia, New Mexico

STATE OF NEW MEXICO)
 : SS
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 14th day of April, 1989, by Frank W. Yates, Jr., Attorney-in-Fact for Lillie M. Yates, individually and with S.P. Yates, Personal Representatives of Estate of Martin Yates, III.

My commission expires:
March 1, 1990

William A. Skelton
Notary Public

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE MIDDLE CREEK STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Middle Creek State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated March 27, 1989, and acknowledged that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold interests being committed to said Unit Agreement and Unit Operating Agreement do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all the terms and provisions thereof, exactly the same as if the undersigned has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

ABO PETROLEUM CORPORATION

By

Title

105 South Fourth Street

Artesia, New Mexico

STATE OF NEW MEXICO)

: ss

COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 4th day of April, 1989, by John G. Yates, Attorney-in-Fact for ABO PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:

March 1, 1990

Durham A. Skirrow
Notary Public

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE MIDDLE CREEK STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Middle Creek State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated March 27, 1989, and acknowledged that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold interests being committed to said Unit Agreement and Unit Operating Agreement do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all the terms and provisions thereof, exactly the same as if the undersigned has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

MYCO INDUSTRIES, INC.

By Frank W. Yates Jr.
Title Attorney-in-Fact

105 South Fourth Street
Artesia, New Mexico

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 21st day of April, 1989, by Frank W. Yates Jr., Attorney-in-Fact for MYCO INDUSTRIES, INC., a New Mexico corporation, on behalf of said company.

My commission expires:
March 1, 1990

Miriam A. Stollow
Notary Public

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE MIDDLE CREEK STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Middle Creek State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated March 27, 1989, and acknowledged that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold interests being committed to said Unit Agreement and Unit Operating Agreement do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all the terms and provisions thereof, exactly the same as if the undersigned has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

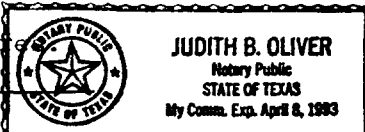
IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

BECHTEL ENERGY PARTNERS LTD. (Formerly
SEQUOIA ASSOCIATES LIMITED)
By BECHTEL INVESTMENTS, INC., General Partner
By *Ross J. Connelly* ✓
Title Managing Principal

P.O. Box ~~XXXX~~ 4253
Houston, Texas ~~XXXXXX~~ 77210-4253

STATE OF TEXAS)
 : SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 27th day of April, 1989, by Ross J. Connelly, Managing Principal of ~~XXXX SEQUOIA ASSOCIATES LIMITED~~, a Texas limited partnership company, on behalf of said ~~company~~ limited partnership.

My commission expires _____
 JUDITH B. OLIVER
Notary Public
STATE OF TEXAS
My Comm. Exp. April 8, 1993

Judith B. Oliver
Notary Public

Bechtel Energy Partners Ltd., formerly Sequoia Associates Limited, by Bechtel Investments, Inc., its General Partner,

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE MIDDLE CREEK STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Middle Creek State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated March 27, 1989, and acknowledged that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold interests being committed to said Unit Agreement and Unit Operating Agreement do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all the terms and provisions thereof, exactly the same as if the undersigned has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

TEXACO INC.

APPROVED AS TO

Contract RAJ
Terms MPM
Form ABF

By A. R. McDaniel
A. R. McDaniel
Title Attorney-in-Fact

P.O. Box 3109

Midland, Texas 79702

STATE OF TEXAS)
: ss
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 18th day of MAY, 1989, by A. R. MCDANIEL, Attorney-in-Fact for TEXACO INC., a Delaware Corporation, on behalf of said corporation.

My commission expires:
10-6-92

Janice Louise Brown
Notary Public



JANICE LOUISE BROWN
Notary Public, State of Texas
My Commission Expires 10-6-92

OCD

M E M O R A N D U M

* * * * *

FROM: *FP* FLOYD O. PRANDO
TO: ROYALTY MANAGEMENT
OIL AND GAS ACCOUNTING, T. & R.D.
OCD
SUBJECT: CORRECTED "REPORT TO DEPARTMENTS"
MIDDLE CREEK STATE UNIT
CHAVES COUNTY, NEW MEXICO
DATE: AUGUST 15, 1989

* * * * *

Errors were found in Tracts 5, 7 and 8 in the "Report to Departments for the Middle Creek State Unit as previously distributed. Attached are the first two pages of the "Report to Departments" containing the corrections for these tracts.

We regret any inconvenience this may have caused.

MIDDLE CREEK STATE UNIT
REPORT TO DEPARTMENTS

EFFECTIVE DATE : MAY 26, 1989
APPROVAL DATE : MAY 26, 1989

BENEFICIARY

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
1. T8S-R23E Sec. 25: SE1SW1, S1SE1	120.00	LG-6684 6/1/89	State of NM 12.5%	Yates Petroleum Corporation		Yates Petroleum Corporation - 40% I.R.G. Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
2. T8S-R23E Sec. 26: NE1SW1, W1SW1, SE1	1160.00	LG-6686 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% I.R.G. Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
3. T8S-R23E Sec. 32: A11 Sec. 33: A11	1280.00	LG-6688 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% I.R.G. Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
4. T8S-R23E Sec. 36: A11	640.00	LG-6689 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% I.R.G. Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10
5. T8S-R23E Sec. 34: A11	640.00	LG-6690-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Mesa Limited Partnership - 77.5% I.R.G. Yates Petroleum Corporation - 12.5 Bechtel Partners, Ltd. - 10.0
6. T9S-R23E Sec. 1: Lots 1,2,3, 4, S1N1, S1 Sec. 2: Lots 1,2,3, 4, S1N1, S1	1280.77	LG-6691 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 40% I.R.G. Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III - 10 Lillie M. Yates - 10

MIDDLE CREEK STATE UNIT
REPORT TO DEPARTMENTS

EFFECTIVE DATE : MAY 26, 1989
APPROVAL DATE : MAY 26, 1989

BENEFICIARY

Tract # Land Description	No of Acres	Serial No. & Exp. Date	Basic Royalty Ownership %	Lessee of Record	Overriding Royalty	Working Interest Owner
7. T9S-R23E Sec. 3: Lots 1,2,3, 4, S½N½, S½	640.04	LG-6692-2 6/1/89	State of NM 12.5%	MTS Limited Partnership	None	Mesa Limited Partnership Yates Petroleum Corporation -12.5 Bechtel Partners, Ltd. -10.0
8. T9S-R23E Sec. 4: Lots 1,2,3, 4, S½N½, S½	639.76	LG-6692-3 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Mesa Limited Partnership Yates Petroleum Corporation -12.5 Bechtel Partners, Ltd. -10.0
9. T9S-R23E Sec. 9: All Sec. 13: N½, E½SW¼, SW¼SW¼, NE¼SE¼, SW¼SE¼	1160.00	LG-6694 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% I.R.G. Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
10. T9S-R23E Sec. 14: All Sec. 15: All	1280.00	LG-6696 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% I.R.G. Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10
11. T9S-R23E Sec. 16: All	640.00	LG-6697-2 6/1/89	State of NM 12.5%	Mesa Petroleum Company MTS Limited Partnership	None	Mesa Limited Partnership -77.5% C.S. Yates Petroleum Corporation-12.5 Bechtel Partners, Ltd. -10.0
12. T9S-R23E Sec. 17: All Sec. 20: N½NE¼, SE¼NE¼, W¼, SE¼	1240.00	LG-6698 6/1/89	State of NM 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation- 40% I.R.G. Yates Drilling Company - 20 Abo Petroleum Corporation - 20 Estate of Martin Yates, III- 10 Lillie M. Yates - 10

State of New



W.R. HUMPHRIES
COMMISSIONER



Commissioner of P

May 26, 1

'504-1148

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

ATTN: Kathy Colbert

RE: Approval of Middle Creek State Unit
Chaves County, New Mexico

Gentlemen:

Please be advised that the Commissioner of Public Lands has this date granted final approval to the Middle Creek State Unit Agreement, Chaves County, New Mexico. The effective date of this agreement is May 26, 1989. Our approval is subject to like approval by the New Mexico Oil Conservation Division.

It is our understanding that tract number 25 is not committed at this time. We have not received the executed ratifications from Inexco Oil Company and Bonnevillle Fuels Corporation at this time.

Enclosed are five (5) Certificates of Approval.

Your filing fee in the amount of eight hundred seventy dollars (\$870.00) was received. However, we are refunding you sixty dollars (\$60.00) because the correct filing fee is only eight hundred ten dollars (\$810.00).

If we may be of further help, please do not hesitate to call on us.

Very truly yours,

W.R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

BY:

Floyd O. Prando
FLOYD O. PRANDO, Director
Oil and Gas Division
(505) 827-5749

WRH/FOP/SMH
enclosures

cc: OCD - Santa Fe, New Mexico
BLM - Roswell, New Mexico