



RECEIVED JUL 13 1984

IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

505 Marquette Avenue N.W.  
P.O. Box 6770  
Albuquerque, New Mexico 87197-6770

Caja Del Rio  
Grande Unit  
La Mesa

JUL 12 1984

Petyon Yates  
Attention: Mr. Randy G. Patterson  
207 South Fourth Street  
Artesia, NM 88210

Gentlemen:

We have received your drilling proposal dated June 28, 1984, for these two proposed unit designation areas. We are willing to accept the two well commitment for the La Mesa Unit Area as long as the second well tests the northern half of the proposed area.

We will not accept a two-well commitment for the Caja Del Rio Grande Area as long as it remains such a large area. As we discussed in the unit designation conference, we believe that a three-well commitment would be a minimum to test such a large area. Therefore, we would only accept a proposal which included three wells, each to test approximately one-third of the proposed Caja Del Rio Grande unit area.

We are responding to your letter by letter because our decision does not concur with your proposal, rather than by telephone as requested, so that our position is clear.

Also, enclosed is a copy of the newest unit format. You will need to incorporate the multiple well language, which we provided to you at the unit designation conference. If you have any questions, please call Sue E. Umshler at 766-2668.

Sincerely yours,

*Guy A. Stephens*  
For District Manager

PEYTON YATES  
Case No. 8356  
10/17/84 Examiner Hearing  
Exhibit No. 4

PEYTON YATES  
Case No. 8356  
10/17/84 Examiner Hearing  
Exhibit No. 5

CAJA DEL RIO GRANDE UNIT

PEYTON YATES

JUNE 15, 1984



Prepared by: B.A. Black, Ph.D.  
BLACK OIL, INC.  
AIPG # 2392  
AAPG # 1743

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CAJA DEL RIO GRANDE UNIT

PEYTON YATES

JUNE 15th, 1984

INTRODUCTION

Peyton Yates proposes to drill a 6000' wildcat well in Section 21 of T.18N., R.8E., a 6800' wildcat well in Section 31 of T.17N., R.8E., and a 5000' wildcat well in Section 26 of T.16N., R.7E. to test the Cretaceous section. Accordingly, the purpose of this report is to summarize the geological reasons for forming a 191 section federal unit.

PROPOSED UNIT LOCATION AND DESCRIPTION:

The proposed Caja Del Rio Grande Unit (Figure 1) is located in northwest Santa Fe County, approximately six miles west of Santa Fe, New Mexico. The unit is situated in a region of semi arid, low relief pinon and juniper covered range land. The surface is covered by a thin veneer of eolian sand and soil over sandstone and basalt outcrops.

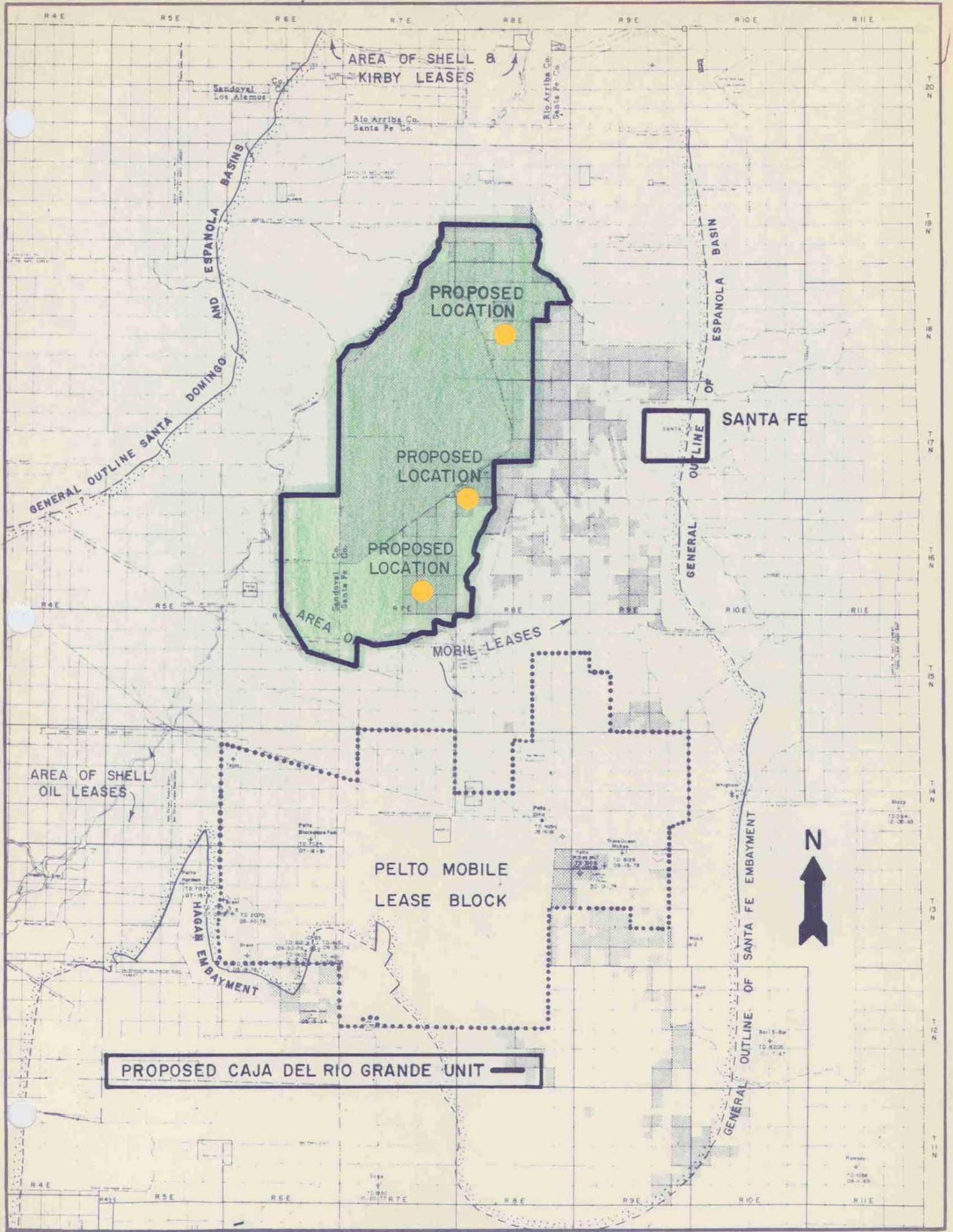


Figure 1. Regional Index Map

Surface drainage is provided by intermittent streams and arroyos which generally drain northeasterly, southeasterly and west and eventually into the Rio Grande. Topographically, the area is hilly and elevations range from 7384' in the central unit area to 5500' along the south side of the unit.

Primary access to the unit area will be provided by existing dirt roads which serve ranches in the area. Secondary access will be feasible from a loose network of smaller dirt roads serving windmills and wood gathering areas, as well as smaller ranches. New road construction for the proposed test will be minimal.

The proposed unit area (Figure 2) comprises approximately 191 sections (5-1/3 townships). The unit is bounded on the northwest by the Rio Grande River canyon; on the west and southwest by the Sandoval County line; to the north by the San Ildefonso and Pojoaque Indian Pueblos Grants and on the east by the proposed La Mesa Federal Unit. It is bounded on the south by the Juana Lopez and Santo Domingo Grants.

## GEOLOGICAL DISCUSSION

The Caja Del Rio Grande Unit is located on the east flank of the Espanola Basin. Within the unit, approximately 12,000' of sedimentary rocks of Mississippian, Pennsylvanian, Permian, Triassic, Jurassic and Cretaceous rock are believed to exist. An additional 5,000 feet of Tertiary rocks are believed to overlie the Mesozoic and Paleozoic section.

To date, no oil or gas wells have been drilled within the unit outline and only shallow, near surface water wells have penetrated the Tertiary section. However, excellent reflection seismic lines are available which can be correlated to well control in the areas south of the unit. These seismic lines show that a more or less complete geologic section does exist beneath the unit area.

The unit is located on prominent structural nosing and folding (Figure 3) on the westward plunging east flank of the Espanola Basin. Within this area, the Cretaceous section is directly analogous to the nosing, folding, and west plunging east flank of the San Juan Basin in the Puerto Chiquita and west Puerto Chiquita field areas. In these fields, the Cretaceous produces from fractured shale across westward plunging structural noses and synclines similar to our proposed unit.

The Cretaceous rocks in this area are our primary objective. Figure 4 is a stratigraphic log section which shows the expected portion of the Cretaceous section to be drilled and illustrates the Cretaceous lithologies which are identical to and produce on depositional strike in the San Juan Basin.

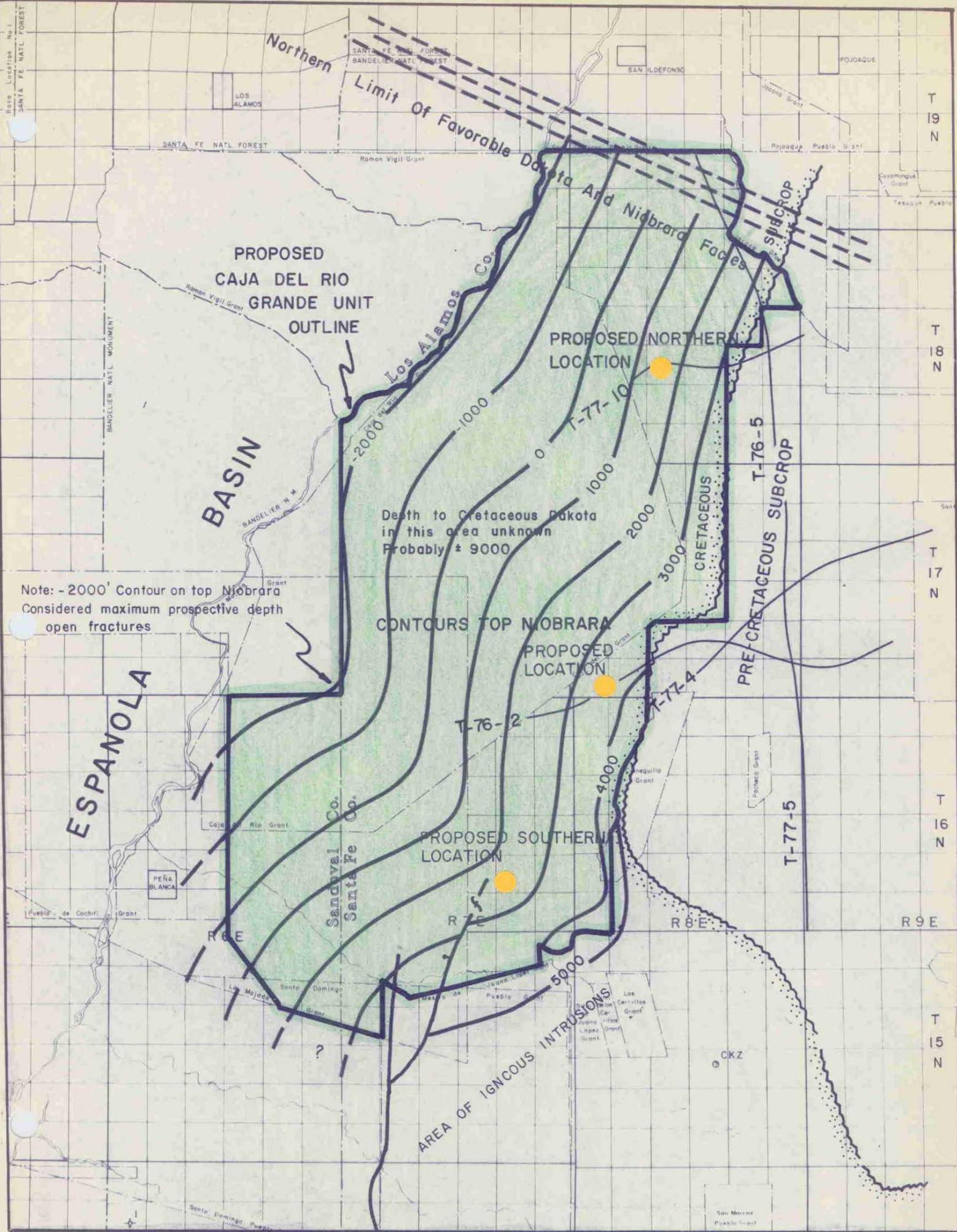


Figure No. 3 Pre-Tertiary Cretaceous Subcrop Map and Structure Contours.

From the east side of the unit, (which is defined geologically by the subcrop of the Dakota under the Tertiary cover), the Cretaceous section plunges westerly into the deeper axial portion of the basin.. The western limit of the unit is drawn at the -2000 contour on the top of the Niobrara, which is the approximate projected maximum depth of 9000' to the objective Niobrara section. Open fractures in our objectives deeper than 9000' are in doubt. The northern boundary is the limit of our seismic control which is also the San Ildefonso and the Pojoaque Pueblo Grants. This northern boundary is also limited geologically by the northern extent of favorable Dakota and Niobrara bar sands as projected from the San Juan Basin and the shaling out of the Niobrara section into a more calcareous and less prospective facies to the north.

The southern boundary of the unit is defined by the lack of sufficient overburden and fracture potential as the subcrop of the Cretaceous rises near the surface into an area of igneous laccolithic intrusions. Further to the south, there appears to be a lack of sufficient structural deformation or known noses to adequately fracture the potential reservoirs.

The initial well in Section 21 of T.18N., R.8E., will be designed to test the entire Cretaceous section including:

	Drill Depth
Menefee	2500'
Point Lookout	3300'
Mancos shale	3400'
Fractured Niobrara siltstones	4500'
Possible lower Niobrara bar sands	5000'
Lower Mancos shale	5050'
Possible Codell equivalent sands	5400'
Greenhorn limestone	5600'
Dakota bar sands	5800'+

Our primary objectives for expected production are the Mesa Verde, the fractured Niobrara, and Dakota bar sands.

Our second well in Section 21 of T.16N., R.7E., will also test the entire preserved Cretaceous section at this location including:

	Drill Depth
Mancos Shale	2600'
Fractured Niobrara siltstones	3700'
Possible lower Niobrara bar sands	4200'
Lower Mancos shale	4250'
Possible Codell equivalent sands	4600'
Greenhorn limestone	4800'
Dakota bar sands	5000'

Our primary objectives for expected production are the fractured Niobrara, basal Niobrara bar sands, and Dakota bar sands.

Using the West Puerto Chiquita oil field as an analog, the Niobrara in the area could contain in excess of 15 million barrels of oil. From possible bar sands in the Dakota (using the Chacon Dakota analog), and the lower Niobrara (Bisti type), there is a potential of 20 million barrels of oil. From the expected Mesa Verde, there is a potential of 1/2 trillion cu. ft. of gas.

Our third well in Section 31 of T.17N., R.8E., will also test the entire preserved Cretaceous section at this central location including:

	Drill Depth
Menefee	3500'
Point Lookout	4300'
Mancos shale	4400'
Fractured Niobrara siltstones	5500'
Possible lower Niobrara bar sands	6000'
Lower Mancos shale	6050'
Possible Codell equivalent sands	6400'
Greenhorn limestone	6600'
Dakota bar sands	6800'

Our primary objectives for expected production are the Mesa Verde, the fractured Niobrara, and Dakota bar sands.

Secondary objectives would include other units in the Cretaceous section such as the possible Codell equivalent sands and fractured Greenhorn limestones, as well as sand units in the overlying Tertiary section.

Should the unit wells prove to be non-commercial, the applications may be amended to permit testing the Jurassic Entrada which is approximately 1000 feet below the Dakota throughout the unit area. Such a contingency would require drilling to about 7000' at the first proposed location, to about 6000' at the second location, and to about 7800' at the third location.

The three locations were chosen to test different portions of the unit and on different structural folds. Two locations are on plunging noses (north and central), and the other in a plunging syncline.

### SUMMARY AND CONCLUSIONS

The structural map on top of the Cretaceous Niobrara (Figure 3) shows the most compelling evidence for the unit as proposed. Large west-plunging and tectonically fractured anticlinal noses and plunging synclines in the Cretaceous section exist on the east flank of the Espanola Basin in this area. The area is analogous to and on direct stratigraphic trend with the productive fractured Niobrara oil fields on the east flank of the San Juan Basin. Stratigraphically, this area should be almost identical to these fields with the major objective sections in the same general depth range.

In conclusion, the outline of the 5-1/3 township Caja Del Rio Grande Unit includes all prospective drillable locations which we can presently see. All the geological parameters appear to justify the formation of the unit as proposed since fractured reservoirs usually need large spacing considerations for economic drainage and maximum conservation.

SSW

NNE

CRETACEOUS SECTION EXPECTED  
IN CAJA DEL RIO GRANDE UNIT

ZUNI BASIN

ALBUQUERQUE BASIN

SAN JUAN BASIN

SANTA FE BASIN

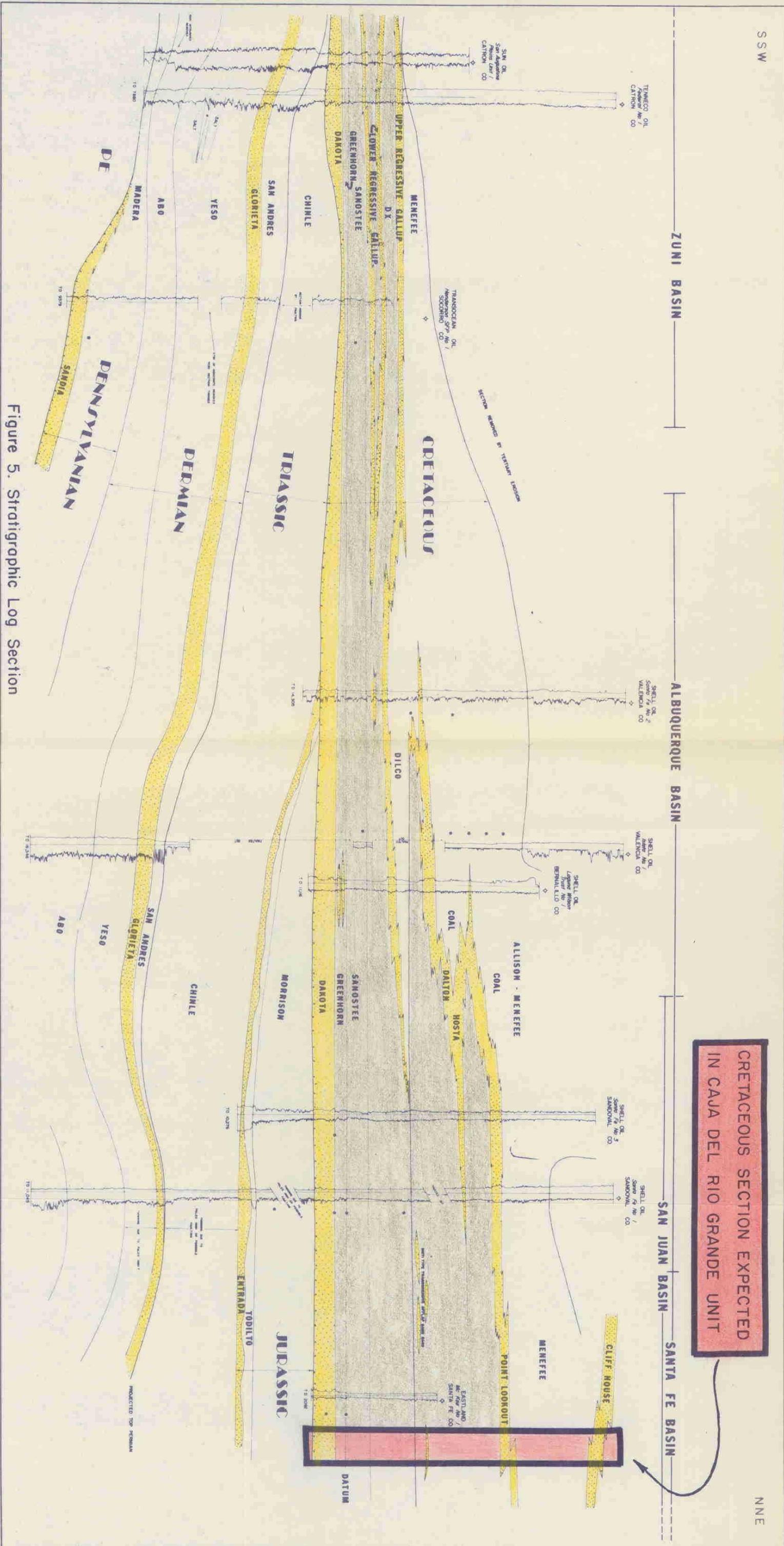
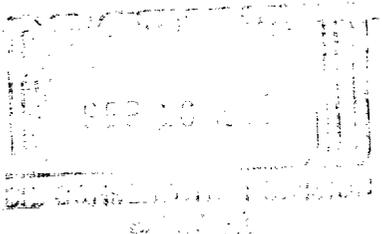


Figure 5. Stratigraphic Log Section

# 8354

Caja del Rio  
Grande Unit  
3100 (015)



Bureau of Land Management  
Albuquerque District Office  
Minerals Division  
P.O. Box 6770  
Albuquerque, NM 87197-6770

SEP 13 1985

Yates Petroleum Corporation  
ATTN: Janet Richardson  
207 South Fourth Street  
Artesia, NM 88210

Gentlemen:

An approved copy of the Caja del Rio Grande Unit Agreement, Santa Fe County, New Mexico is enclosed. The Agreement has been assigned No. 14-08-0001-19593 and is effective the same date as approved.

You are requested to furnish all interested principles with appropriate evidence of this approval.

If you have any questions, please contact Ron Bartel at the above address or call (505) 766-2841.

Sincerely,

(Orig. Signed) - GARY A. STEPHENS

For District Manager

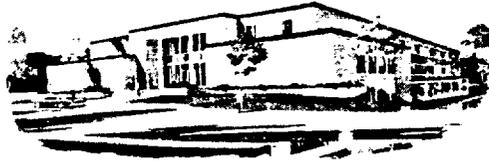
Enclosure

cc:

- ✓ NMOCD Santa Fe
- Micrographics 943B-1
- Comm. of Public Lands, Santa Fe
- Fluids Section FRAH 016
- File: Caja del Rio Grande Unit
- Albuq. Cartographic Sec
- O&C Chron

015:RBartel:klm:9-11-85:1100M

# State of New Mexico



JIM BACA  
COMMISSIONER

## Commissioner of Public Lands

September 10, 1985

P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148  
Express Mail Delivery Used  
310 Old Santa Fe Trail  
Santa Fe, New Mexico 87513

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

Re: Caja Del Rio Grande Unit  
Santa Fe County, New Mexico

ATTENTION: Ms. Janet Richardson

Gentlemen:

The Commissioner of Public Lands has this date approved the Caja Del Rio Grande Unit, Santa Fe County, New Mexico. It is our understanding that Tract Nos. 4, 20, 34 and 51 through 62 are not committed to the Unit at this time. Also, please be advised that we are in receipt of revised page 12 of the unit agreement. This revision has been accepted and filed in our unit file. Our approval is subject to like approval by the New Mexico Oil Conservation Division and the Bureau of Land Management.

Please remit a filing fee in the amount of \$5,520.00 Dollars.

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

Very truly yours,

JIM BACA  
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando*  
FLOYD O. PRANDO, Assistant Director  
Oil and Gas Division  
AC 505/827-5744

JB/FOP/pm  
encls.  
cc:

OCD-Santa Fe, New Mexico  
BLM-Albuquerque, New Mexico Attn: Fluids Branch  
BLM-Roswell, New Mexico Attn: Mr. Armando Lopez



TONEY ANAYA  
GOVERNOR

STATE OF NEW MEXICO  
ENERGY AND MINERALS DEPARTMENT  
OIL CONSERVATION DIVISION

50 YEARS



1935 - 1985

POST OFFICE BOX 2088  
STATE LAND OFFICE BUILDING  
SANTA FE, NEW MEXICO 87501  
(505) 827-5800

July 3, 1985

Peyton Yates  
207 South Fourth Street  
Artesia, New Mexico 88210

Attention: Randy G. Patterson

Re: Caja Del Rio Grande Unit  
Request for Unit Acreage  
Contraction, Santa Fe and  
Sandoval Counties, New  
Mexico

Dear Mr. Patterson:

Your request to contract the unit acreage for the Caja Del Rio Grande Unit, approved under Division Order No. R-7750, has been reviewed. The Oil Conservation Division has no objection to your proposed unit changes and we have so noted the contractions, as described on the attached sheet, in our records.

Sincerely,

R. L. STAMETS  
Director

RLS/GPQ/fd

cc: Roy Johnson, Santa Fe  
Case File 8356  
Ray Graham, State Land Office  
Gilbert P. Quintana, Examiner

ACREAGE DELETIONS TO THE  
CAJA DEL RIO GRANDE UNIT  
SANTA FE AND SANDOVAL COUNTIES, NEW MEXICO

TOWNSHIP 15 NORTH, RANGE 6 EAST, NMPM

Section 11: Lots 1 through 4  
Section 12: S/2, Lots 1 through 4  
Section 13: N/2 NE/4, NE/4 NW/4, and  
            Lots 1 through 4  
Section 14: Lot 1

TOWNSHIP 15 NORTH, RANGE 7 EAST, NMPM

Section 7: S/2 S/2

TOWNSHIP 16 NORTH, RANGE 6 EAST, NMPM

Sections 1 through 3: All  
Sections 10 through 15: All  
Sections 22 through 24: All  
A tract of land lying in the La Majada Grant



# NEW MEXICO STATE LAND OFFICE

## CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

CAJA DEL RIO GRANDE UNIT

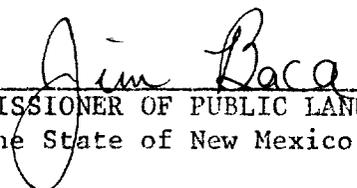
SANTA FE COUNTY, NEW MEXICO

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 September 1, 1985, 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 10th day of September, 19 85.

  
COMMISSIONER OF PUBLIC LANDS  
of the State of New Mexico

RECEIVED SEP 16 1985

IN REPLY REFER TO:



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
ALBUQUERQUE DISTRICT OFFICE

505 Marquette, N.W.  
P.O. Box 6770  
Albuquerque, New Mexico 87197-6770

Caja del Rio  
Grande Unit  
3100 (015)

SEP 13 1985

Yates Petroleum Corporation  
ATTN: Janet Richardson  
207 South Fourth Street  
Artesia, NM 88210

Gentlemen:

An approved copy of the Caja del Rio Grande Unit Agreement, Santa Fe County, New Mexico is enclosed. The Agreement has been assigned No. 14-08-0001-19593 and is effective the same date as approved.

You are requested to furnish all interested principles with appropriate evidence of this approval.

If you have any questions, please contact Ron Bartel at the above address or call (505) 766-2841.

Sincerely,

For District Manager

Enclosure

CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Secs. 181, et. seq., and delegated to the District Manager, Bureau of Land Management, under the authority of 43 CFR 3180, I do hereby:

- A. Approve the attached agreement for the development and operation of the Caja del Rio Grande Unit Area, Santa Fe County, New Mexico.
- B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.
- C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said Agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of this agreement.

  
For District Manager  
Bureau of Land Management  
Albuquerque, New Mexico

Contract Number: 14-08-0001-19593

CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. sec. 181, et seq., and delegated to the appropriate \_\_\_\_\_ service under the authority of 43 CFR 3180, I do hereby:

A. Approve the attached agreement for the development and operation of the \_\_\_\_\_, Unit Area, State of \_\_\_\_\_.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental minimum royalty, and royalty requirements of all Federal lease committed to said agreement are hereby established altered, changed, or revoked to conform with the terms and conditions of this agreement.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of authorized officer of the Bureau of Land Management)

Contract Number \_\_\_\_\_

Effective Date \_\_\_\_\_

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UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THE

Unit area Caja Del Rio Grande Unit  
County of Santa Fe  
State of New Mexico  
No. \_\_\_\_\_

This agreement, entered into as of the 1st day of September, 19 85 by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto,"

WITNESSETH:

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

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Secs. 19-10-45, 46, 47N.M. Statutes 1978 Annotated) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interest of the State of New Mexico; and,

WHEREAS the Oil Conservation Division of the State of New Mexico Energy and Minerals Department is authorized by an Act of the Legislature (Chapters 70 and 71, New Mexico Statutes 1978, Annotated) to approve this agreement and the conservation provisions hereof; and,

WHEREAS, the parties hereto hold sufficient interests in the Caja Del Rio Grande 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. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA. The area specified on the map attached hereto marked Exhibit A is hereby designated and recognized as constituting the unit area, containing 107,050.14 acres more or less.

Exhibit A shows, in addition to the boundary of the unit area, 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 Exhibits A or B shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in the Exhibits as owned by such party. Exhibits A and B shall be revised by the Unit Operator whenever changes in the unit area or in the ownership interests in the individual tracts render such revision necessary, or when requested by the Authorized Officer, hereinafter referred to as AO, or when requested by the Commissioner of Public Lands of the State of New Mexico, and not less than four copies of the revised Exhibits shall be filed with the proper BLM office, and one (1) copy thereof shall be filed with Land Commissioner, and one (1) copy with the Oil Conservation Division of the New Mexico Energy and Minerals Department, hereinafter referred to as "Division."

The above-described unit area shall when practicable be expanded to include therein any additional lands or shall be contracted to exclude lands whenever such expansion or contraction is deemed to be necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion (after preliminary concurrence by the AO), or on demand of the AO, or on demand of the Land Commissioner shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefore, any plans for additional drilling, and the proposed effective date of the expansion or contraction, preferably the first day of the month subsequent to the date of notice.

(b) Said notice shall be delivered to the proper BLM office, the Land Commissioner and the State Division, and copies thereof mailed to the last known address of each working interest owner, lessee and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the AO the Land Commissioner, and State Division, evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with Unit Operator, together with an application in triplicate, for approval of such expansion or contraction and with appropriate joinders.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the AO, the Land Commissioner, and State Division, become effective as of the date prescribed in the notice thereof or such other appropriate date.

(e) All legal subdivisions of lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent; in instances of irregular surveys, unusually large lots or tracts shall be considered in multiples of 40 acres or the nearest aliquot equivalent thereof), no parts of which are in or entitled to be in a participating area on or before the fifth anniversary of the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of said fifth anniversary, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless diligent drilling operations are in progress on unitized lands not entitled to participation on said fifth anniversary, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90-days time elapsing between the completion of one such well and the commencement of the next such well. All legal subdivisions of lands not entitled to be in a participating area within 10 years after the effective date of the first initial participating area approved under this agreement shall be automatically eliminated from this agreement as of said tenth anniversary. The Unit Operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the AO and the Land Commissioner and promptly notify all parties in interest. All lands reasonably proved productive of unitized substances in paying quantities by diligent drilling operations after the aforesaid 5-year period shall become participating in the same manner as during said first 5-year period. However, when such diligent drilling operations cease, all nonparticipating lands not then entitled to be in a participating area shall be automatically eliminated effective as the 91st day thereafter.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands. If conditions warrant extension of the 10-year period specified in this subsection, a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90 percent of the working interest in the current nonparticipating unitized lands and the owners of 60 percent of the basic royalty interests (exclusive of the basic royalty interests of the United States) in nonparticipating unitized lands with approval of the AO and Land Commissioner, provided such extension application is submitted not later than 60 days prior to the expiration of said 10-year period.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land now or hereafter committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement." All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein called "unitized substances."

4. UNIT OPERATOR. Yates Petroleum Corporation is hereby designated as Unit Operator and by signature hereto as Unit Operator 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 interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of the working interest only when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners and the AO and the Land Commissioner, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, whichever is required by the AO, and the State Division as to State and Privately owned lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time after a participating area established hereunder is in existence, but in all instances of resignation or removal, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability from any default by it hereunder occurring prior to the effective date of its resignation.

The 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 interest as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the AO and the Land Commissioner.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall

deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the new duly qualified successor Unit Operator or to the common agent, if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment, or appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, or a change of Unit Operator is negotiated by the working interest owners, the owners of respective acreage interests in all unitized land shall, pursuant to the Approval of the Parties requirements of the unit operating agreement, select a successor Unit 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 AO and approved by the Land Commissioner.

If no successor Unit Operator is selected and qualified as herein provided, the AO and the Land Commissioner, at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working 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 "unit operating agreement." Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between this agreement and the unit operating agreement, this agreement shall govern. Two copies of any unit operating agreement executed pursuant to this section shall be filed in the proper BLM office and one true copy with the Land Commissioner, prior to approval of this unit agreement.

8. 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 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.

9. DRILLING TO DISCOVERY. Within 6 months after the effective date hereof, the Unit Operator shall commence to drill an adequate test well at a location approved by the AO or by the Land Commissioner, if on State land, or by the Division if on Fee Lands, unless on such effective date a well is being drilled in conformity with the terms hereof, and thereafter continue such drilling diligently until the Dakota formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, completing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the AO, the Land Commissioner if on State land, or the Division if on Fee land, that further drilling of said well would 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 7,000 feet. Until the discovery of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling one well at a time, allowing not more than 6 months between the completion of one well and the commencement of drilling operations for the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the AO, or of the Land Commissioner if on State land, or the Division if on Fee land, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5, hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section.

The AO and Land Commissioner may modify any of the drilling requirements of this section by granting reasonable extensions of time when, in his opinion, such action is warranted.

Notwithstanding anything in this unit agreement to the contrary, except Section 25, UNAVOIDABLE DELAY, three wells shall be drilled with not more than 6-months time elapsing between the completion of the first well and commencement of drilling operations for the second well and with not more than 6-months time elapsing between completion of the second well and the commencement of drilling operations for the third well, regardless of

whether a discovery has been made in any well drilled under this provision. Both the initial well and the second well must be drilled in compliance with the above specified formation or depth requirements in order to meet the dictates of this section; and the second well must be located a minimum of six (6) miles from the initial well in order to be accepted by the AO and Land Commissioner as the second unit test well, within the meaning of this section. Nevertheless, in the event of the discovery of unitized substances in paying quantities by any well, this unit agreement shall not terminate for failure to complete the three (3) well program but the unit area shall be contracted automatically, effective the first day of the month following the default, to eliminate by subdivisions (as defined in Section 2(e) hereof) all lands not then entitled to be in a participating area.

Upon failure to commence any well as provided for in this (these) section(s) within the time allowed, prior to the establishment of a participating area, including any extension of time granted by AO and the Land Commissioner, this agreement will automatically terminate. Upon failure to continue drilling diligently any well commenced hereunder, the AO and the Land Commissioner may, after 15-days notice to the Unit Operator, declare this unit agreement terminated. The parties to this agreement may not initiate a request to voluntarily terminate this agreement during the first 6 months of its term unless at least one obligation well has been drilled in accordance with the provisions of this section.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the AO and the Land Commissioner, and State Division an acceptable plan of development and operation for the unitized land which, when approved by the AO, the Land Commissioner, and State Division, shall constitute the further drilling and development obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the AO, the Land Commissioner, and State Division a plan for an additional specified period for the development and operation of the unitized land. Subsequent plans should normally be filed on a calendar year basis not later than March 1 each year. Any proposed modification or addition to the existing plan should be filed as a supplement to the plan.

Any plan submitted pursuant to this section shall provide for the timely exploration of the unitized area, and the diligent drilling necessary for determination of the area or areas capable of producing unitized substances in paying quantities in each and every productive formation. This plan shall be as complete and adequate as the AO, the Land Commissioner, and State Division may determine to be necessary for timely development and proper conservation of the oil and gas resources in the unitized area and shall:

(a) Specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and

(b) Provide a summary of operations and production for the previous year.

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development and operation. The AO and the Land Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development and operation where such action is justified because of unusual conditions or circumstances.

After completion of a well capable of producing unitized substances in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the AO, the Land Commissioner, and State Division, shall be drilled except in accordance with an approved plan of development and operation.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities, or as soon thereafter as required by the AO, the Land Commissioner, or the State Division, the Unit Operator shall submit for approval by the AO, the Land Commissioner and State Division a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all land then regarded as reasonably proved to be productive of unitized substances in paying quantities. These lands shall constitute a participating area on approval of the AO, Land Commissioner, and State Division effective as of the date of completion of such well or the effective date of this unit agreement, whichever is later. The acreages of both Federal and Non-Federal lands shall be based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of each initial participating area. The schedule shall also set forth the percentage of unitized substances to be allocated, as provided in Section 12, to each committed tract in the participating area so established, and shall govern the allocation of production commencing with the effective date of the participating area. A different participating area shall be established for each separate pool or deposit of unitized substances or for any group thereof which is produced as a single pool or zone, and any two or more participating areas so established may be combined into one, on approval of the AO, the Land Commissioner, and State Division. When production from two or more participating areas is subsequently found to be from a common pool or deposit, the participating areas shall be combined into one, effective as of such appropriate date as may be approved or prescribed by AO, the Land Commissioner, and State Division. The participating area or areas so established shall be revised from time to time, subject to the approval of AO, Land Commissioner and State Division, to include additional lands then regarded as reasonably proved to be productive of unitized substances in paying quantities or which are necessary for unit operations, or to exclude lands then regarded as reasonably

proved not to be productive of unitized substances in paying quantities, and the schedule of allocation percentages shall be revised accordingly. The effective date of any revision shall be the first of the month in which the knowledge or information is obtained on which such revision is predicated; provided, however, that a more appropriate effective date may be used if justified by Unit Operator and approved by the AO, the Land Commissioner, and State Division. No land shall be excluded from a participating area on account of depletion of its unitized substances, except that any participating area established under the provisions of this unit agreement shall terminate automatically whenever all completions in the formation on which the participating area is based are abandoned.

It is the intent of this section that a participating area shall represent the area productive of unitized substances known or reasonably proved to be productive in paying quantities or which are necessary for unit operations; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the AO, the Land Commissioner, and State Division as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established, the portion of all payments affected thereby shall, except royalty due the United States, be impounded in a manner mutually acceptable to the owners of committed working interests. Royalties due the United States shall be determined by the AO and the Land Commissioner for the State lands and the amount thereof shall be deposited, as directed by the AO and the Land Commissioner, until a participating area is finally approved and then adjusted in accordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

Whenever it is determined, subject to approval of the AO, the Land Commissioner, and State Division, that a well drilled under this agreement is not capable of production of unitized substances in paying quantities and inclusion in a participating area of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purpose of settlement among all parties other than working interest owners, be allocated to the land on which the well is located, unless such land is already within the participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a nonpaying unit well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, and other production or development purposes, for repressuring or recycling in accordance with a plan of development and operations which has been approved by the AO, Land Commissioner, and State Division or unavoidably lost, shall be deemed to be produced equally on an

acreage basis from the several tracts of unitized land of the participating area established for such production. For the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area, except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owner, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of the participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area the first gas withdrawn from the latter participating area for sale during the life of this agreement, shall be considered to be the gas so transferred, until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as such area was defined at the time that such transferred gas was finally produced and sold.

13. DEVELOPMENT OR OPERATION OF NONPARTICIPATING LAND OR FORMATIONS. Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the AO, and the Land Commissioner, and Division, at such party's sole risk, costs, and expense, drill a well to test any formation provided the well is outside any participating area established for that formation, unless within 90 days of receipt of notice from said party of his intention to drill the well, the Unit Operator elects and commences to drill the well in a like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled under this section by a working interest owner results in production of unitized substances in paying quantities such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled under this section by a working interest owner that obtains production in quantities insufficient to justify the inclusion of the land upon which such well is situated in a participating area, such well may be operated and produced by the party drilling the same, subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and any State and any royalty owner who is entitled to take in kind a share of the substances now unitized hereunder shall hereafter be entitled to the right to take in kind

its share of the unitized substances, and Unit Operator, or the working interest owner in case of the operation of a well by a working interest owner as herein provided for in special cases, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws and regulations, or by the Unit Operator on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing in this section shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, in conformity with a plan of development and operation approved by the AO and the Land Commissioner, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with appropriate deduction for loss from any cause, may be withdrawn from the formation into which the gas is introduced, royalty free as to dry gas, but not as to any products which may be extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of development and operation or as may otherwise be consented to by the AO and the Land Commissioner and 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.

Royalty due the United States shall be computed as provided in 30 CFR Group 200 and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided in Section 12 at the rates specified in the respective Federal leases, or at such other rate or rates as may be authorized by law or regulation and approved by the AO; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

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

15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by appropriate working interest owners under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

Rentals on State of New Mexico lands subject to this agreement shall be paid at the rates specified in the respective leases.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations are commenced upon the land covered thereby within the time therein specified or rentals are paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby, or until some portion of such land is included within a participating area.

16. 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 or Federal law or regulation.

17. DRAINAGE. The Unit Operator shall take such measures as the AO and Land Commissioner deems appropriate and adequate to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, which shall include the drilling of protective wells and which may include the payment of a fair and reasonable compensatory royalty as determined by the AO, as to Federal leases and the Land Commissioner, as to State leases.

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

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned tract subject to this agreement, regardless of whether there is any development of any particular tract of this unit area.

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

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the AO and the Land Commissioner shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development, or operation for oil or gas of lands other than those of the United States and State of New Mexico committed to this agreement which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production of unitized substances in paying quantities is established in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for 2 years, and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act, as amended.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) Any lease embracing lands of the State of New Mexico which is made subject to this agreement, shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof, provided that drilling operations on the initial test well are commenced prior to the expiration dated of any State lease within the unit area, subject to the provisions of subsection (e) of Section 2 and subsection (i) of this Section 18.

(h) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of sec. 17(j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784) (30 U.S.C. 226(j)):

"Any [Federal] lease heretofore or hereafter committed to any such [unit] plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective

date of unitization: Provided, however, That any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(i) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto, shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof; provided, however, 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 in such lease, if oil or gas is discovered and is capable of being produced in paying quantities from some part of the lands embraced in such lease at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or Unit Operator if then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease, the same, as to all lands embraced therein, shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

(j) Any lease, other than a Federal lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.

19. **CONVENANTS 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 by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. **EFFECTIVE DATE AND TERM.** This agreement shall become effective upon approval by the AO and the Land Commissioner and shall automatically terminate 5 years from said effective date unless:

(a) upon application by the Unit Operator such date of expiration is extended by the AO, and the Land Commissioner, or

(b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder, and after notice of intention to terminate this agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, this agreement is terminated with the approval of the AO, and the Land Commissioner, or

(c) a valuable discovery of unitized substances in paying quantities has been made or accepted on unitized land during said initial term or any extension thereof, in which event this agreement shall remain in effect for such term and so long hereafter as unitized substances can be produced, and are being produced as to State lands in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder. Should production cease and diligent drilling operations to restore production or new production are not in progress or re-working within 60 days and production is not restored or should new production not be obtained in paying quantities on committed lands within this unit area, this agreement will automatically terminate effective the last day of the month in which the last unitized production occurred, or

(d) it is voluntarily terminated as provided in this agreement. Except as noted herein, this agreement may be terminated at any time prior to the discovery of unitized substances which can be produced in paying quantities by not less than 75 per centum, on an acreage basis, of the working interest owners signatory hereto, with the approval of the AO and the Land Commissioner. The Unit Operator shall give notice of any such approval to all parties hereto. Voluntary termination may not occur during the first 6 months of this agreement unless at least one obligation well shall have been drilled in conformance accordance with Section 9.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The AO is hereby vested with authority to alter or modify from time to time, in his discretion, the quantity and rate of production under this agreement when such quantity and rate are not fixed pursuant to Federal or State law, or do not conform to any Statewide voluntary conservation or allocation program which is established, recognized, and generally adhered to by the majority of operators in such State. The above authority is hereby limited to alteration or modifications which are in the public interest. The public interest to be served and the purpose thereof, must be stated in the order of alteration or modification. Without regard to the foregoing, the AO is also hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico, as to the rate of prospecting and developing in the absence of the specific written approval thereof by the Commissioer and as to any lands of the State of New Mexico or privately owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Division.

Powers in this section vested in the AO shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

22. APPEARANCES. Unit Operators shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior and the Commissioner of Public Lands and to appeal from orders issued under the regulations of said Department or Land Commissioner, or to apply for relief from any of said regulations, or in any proceedings relative to operations before the Department, the Land Commissioner or any other legally constituted authority; provided, however, that any other interested party shall also have the right at its own expense to be heard in any such proceeding.

23. NOTICES. All notices, demands, or statements required hereunder to be given or rendered to the parties hereto shall be in writing and shall be personally delivered to the party or parties, or sent by postpaid registered or certified mail, to the last-known address of the party or parties.

24. NO WAIVER OF CERTAIN RIGHTS. Nothing contained in this agreement shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State where the unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

25. 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 the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in the open market, or other matters beyond the reasonable control of the Unit Operator, whether similar to matters herein enumerated or not.

26. NONDISCRIMINATION. In connection with the performance of work under this agreement, the Unit Operator agrees to comply with all the provisions of section 202 (1) to (7) inclusive, of Executive Order 11246 (30 FR 12319), as amended, which are hereby incorporated by reference in this agreement.

27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal or State of New Mexico lands or leases, no payments of funds due the United States shall be withheld, but such funds shall be deposited as directed by the AO, and such funds of the State of New Mexico shall be deposited as directed by

the Land Commissioner, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

28. **NONJOINDER AND SUBSEQUENT JOINDER.** If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw the tract from this agreement by written notice delivered to the proper BLM office, the Land Commissioner, the State Division, and the Unit Operator prior to the approval of this agreement by the AO and the Land Commissioner. Any oil or gas interests in lands within the unit area not committed hereto prior to final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approval(s) if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a nonworking interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such nonworking interest. A nonworking interest may not be committed to this unit agreement unless the corresponding working interest is committed hereto. Joinder to the unit agreement by a working interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, in order for the interest to be regarded as committed to this agreement. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the date of the filing with the AO, the Land Commissioner, and the State Division of duly executed counterparts of all or any papers necessary to establish effective commitment of any interest and/or tract to this agreement.

29. **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.

30. **SURRENDER.** Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party by any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party may forfeit such right and forfeit benefits from operations hereunder as to said land to the party next in the chain of title who shall be and become the owner of such working interest.

If as the result of any such surrender or forfeiture working interest rights become vested in the fee owner of the unitized substances, such owner may:

(a) accept those working interest rights subject to this agreement and the unit operating agreement; or

(b) lease the portion of such land as is included in a participating area established hereunder subject to this agreement and the unit operating agreement; or

(c) provide for the independent operation of any part of such land that is not then included within a participating area established hereunder.

If the fee owner of the unitized substances does not accept the working interest rights subject to this agreement and the unit operating agreement or lease such lands as above provided 6 months after the surrendered or forfeited, working interest rights become vested in the fee owner; the benefits and obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respective working interest ownerships, and such owners of working interest shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized.

An appropriate accounting and settlement shall be made for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered or forfeited working interest subsequent to the date of surrender or forfeiture, and payment of any moneys found to be owing by such an accounting shall be made as between the parties within 30 days.

The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

31. TAXES. The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land covered by this agreement after its effective date, or upon the proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to royalty owners having interest in said tract, and may currently retain and deduct a sufficient amount of the unitized substances or derivative products, or new proceeds thereof, from the allocated share of each royalty owner to secure

reimbursement for the taxes so paid. No such taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

32. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing contained in this agreement, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

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

UNIT OPERATOR

Date of signature

August 28, 1985

YATES PETROLEUM CORPORATION

Randy Patterson *jm*

Attorney-in-Fact

State of New Mexico )

:ss

County of Eddy )

The foregoing instrument was acknowledged before me this 28th day of August, 1985 by Randy Patterson, Attorney-in-fact of YATES PETROLEUM CORPORATION, on behalf of said corporation.

My commission expires:

November 5, 1988

Kathryn R. Garfield  
Notary Public

A.A.P.L. FORM 610 - 1977

MODEL FORM OPERATING AGREEMENT

CAJA DEL RIO GRANDE UNIT

OPERATING AGREEMENT

DATED

September 1, 1985,

OPERATOR YATES PETROLEUM CORPORATION

CONTRACT AREA Township 15 North, Range 7 East  
Township 16 North, Range 7 East  
Township 17 North, Ranges 7, 8, East  
Township 18 North, Ranges 7, 8, East  
Township 19 North, Ranges 7, 8, East

COUNTY OR PARISH OF SANTA FE STATE OF NEW MEXICO

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between YATES PETROLEUM CORPORATION, a New Mexico corporation, 207 S. 4th Street, Artesia, NM, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators",

WITNESSETH:

WHEREAS, the parties to this agreement are owners of oil and gas leases and/or oil and gas interests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore and develop these leases and/or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.

D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties.

F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.

G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

I. "Unit Agreement" shall be the Unit Agreement for the Caja del Rio Grande Unit.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II. EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

- X A. Exhibit "A", shall include the following information: (1) Identification of lands subject to agreement, (2) Restrictions, if any, as to depths or formations, (3) Percentages or fractional interests of parties to this agreement, (4) Oil and gas leases and/or oil and gas interests subject to this agreement, (5) Addresses of parties for notice purposes.
X B. Exhibit "B", Form of Lease.
X C. Exhibit "C", Accounting Procedure.
X D. Exhibit "D", Insurance.
X E. Exhibit "E", Gas Balancing Agreement.
X F. Exhibit "F", Non-Discrimination and Certification of Non-Segregated Facilities.
X G. Exhibit "G", Tax Partnership Agreement.

If any provision of any exhibit, except Exhibit "E", is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

ARTICLE III.  
INTERESTS OF PARTIES

A. Oil and Gas Interests:

If any party owns an unleased oil and gas interest in the Contract Area, that interest shall be treated for the purpose of this agreement and during the term hereof as if it were a leased interest under the form of oil and gas lease attached as Exhibit "B". As to such interest, the owner shall receive royalty on production as prescribed in the form of oil and gas lease attached hereto as Exhibit "B". Such party shall, however, be subject to all of the provisions of this agreement relating to lessees, to the extent that it owns the lessee interest.

B. Interest of Parties in Costs and Production:

Exhibit "A" lists all of the parties and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and material acquired in operations on the Contract Area shall be owned by the parties as their interests are shown in Exhibit "A". All production of oil and gas from the Contract Area, subject to the payment of lessor's royalties ~~which will be borne by the Joint Account~~, shall also be owned by the parties in the same manner during the term hereof; provided, however, this shall not be deemed an assignment or cross-assignment of interests covered hereby.

ARTICLE IV.  
TITLES

A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and/or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and/or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

~~Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C," and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.~~

Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests contributed by such party. The Operator shall be responsible for the preparation and recording of Pooling Designations or Declarations as well as the conduct of hearings before Governmental Agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing. Operator shall also be responsible for filing Plans of Development and Participating Areas.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

~~B. Loss of Title:~~

~~1. Failure of Title: Should any oil and gas interest or lease, or interest therein, be lost through failure of title, which loss results in a reduction of interest from that shown on Exhibit "A", this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests, and~~

~~(a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development~~

1 ~~or operating costs which it may have theretofore paid, but there shall be no monetary liability on its~~  
2 part to the other parties hereto for drilling, development, operating or other similar costs by reason of  
3 such title failure; and

4 (b) There shall be no retroactive adjustment of expenses incurred or revenues received from the  
5 operation of the interest which has been lost, but the interests of the parties shall be revised on an acre-  
6 age basis, as of the time it is determined finally that title failure has occurred, so that the interest of  
7 the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract  
8 Area by the amount of the interest lost; and

9 (c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled  
10 on the Contract Area is increased by reason of the title failure, the party whose title has failed shall  
11 receive the proceeds attributable to the increase in such interests (less costs and burdens attributable  
12 thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well;  
13 and

14 (d) Should any person not a party to this agreement, who is determined to be the owner of any in-  
15 terest in the title which has failed, pay in any manner any part of the cost of operation, development,  
16 or equipment, such amount shall be paid to the party or parties who bore the costs which are so refund-  
17 ed; and

18 (e) Any liability to account to a third party for prior production of oil and gas which arises by  
19 reason of title failure shall be borne by the party or parties in the same proportions in which they shared  
20 in such prior production; and

21 (f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection  
22 with the defense of the interest claimed by any party hereto, it being the intention of the parties  
23 hereto that each shall defend title to its interest and bear all expenses in connection therewith.  
24

25 ~~2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight,~~  
26 any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously  
27 paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against  
28 the party who failed to make such payment. Unless the party who failed to make the required payment  
29 secures a new lease covering the same interest within ninety (90) days from the discovery of the fail-  
30 ure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of  
31 the parties shall be revised on an acreage basis, effective as of the date of termination of the lease in-  
32 volved, and the party who failed to make proper payment will no longer be credited with an interest in  
33 the Contract Area on account of ownership of the lease or interest which has terminated. In the event  
34 the party who failed to make the required payment shall not have been fully reimbursed, at the time of  
35 the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an  
36 acreage basis, for the development and operating costs theretofore paid on account of such interest, it  
37 shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the  
38 cost of any dry hole previously drilled or wells previously abandoned) from so much of the following  
39 as is necessary to effect reimbursement:

40 (a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost  
41 interest, on an acreage basis, up to the amount of unrecovered costs;

42 (b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an  
43 acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production  
44 from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable  
45 to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said  
46 portion of the oil and gas to be contributed by the other parties in proportion to their respective in-  
47 terests; and

48 (c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or  
49 becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or be-  
50 coming a party to this agreement.  
51

52 3. Other Losses: All losses incurred, ~~other than those set forth in Articles IV.B.1. and IV.B.2.~~  
53 ~~above,~~ shall not be considered failure of title but shall be joint losses and shall be borne by all parties  
54 in proportion to their interests. There shall be no readjustment of interests in the remaining portion of  
55 the Contract Area.  
56

57 **ARTICLE V.**  
58 **OPERATOR**

59 **A. DESIGNATION AND RESPONSIBILITIES OF OPERATOR:**

60 YATES PETROLEUM CORPORATION 207 South 4th Street, Artesia, NM 88210 shall be the  
61 Operator of the Contract Area, and shall conduct and direct and have full control of all operations on  
62 the Contract Area as permitted and required by, and within the limits of, this agreement. It shall con-  
63 duct all such operations in a good and workmanlike manner, but it shall have no liability as Operator  
64 to the other parties for losses sustained or liabilities incurred, except such as may result from gross  
65 negligence or willful misconduct.  
66  
67  
68  
69  
70

1 **B. Resignation or Removal of Operator and Selection of Successor:**

2  
3 1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice  
4 thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest in the  
5 Contract Area, or is no longer capable of serving as Operator, it shall cease to be Operator without any  
6 action by Non-Operator, except the selection of a successor. Operator may be removed if it fails or  
7 refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership,  
8 by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on owner-  
9 ship as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting  
10 interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M.  
11 on the first day of the calendar month following the expiration of ninety (90) days after the giving of  
12 notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor  
13 Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effect-  
14 ive date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of  
15 a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary,  
16 parent or successor corporation shall not be the basis for removal of Operator.  
17

18 2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Op-  
19 erator shall be selected by the Parties. The successor Operator shall be selected from the parties owning  
20 an interest in the Contract Area at the time such successor Operator is selected. If the Operator that  
21 is removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the  
22 affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown  
23 on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of the  
24 Operator that was removed. In the event of a conflict between these provisions and  
25 the Unit Agreement, said Unit Agreement shall prevail.  
26

27 **C. Employees:**

28 The number of employees used by Operator in conducting operations hereunder, their selection,  
29 and the hours of labor and the compensation for services performed, shall be determined by Operator,  
30 and all such employees shall be the employees of Operator.  
31

32 **D. Drilling Contracts:**

33  
34 All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual  
35 rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the  
36 drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate  
37 of such charges shall be agreed upon by the parties in writing before drilling operations are com-  
38 menced, and such work shall be performed by Operator under the same terms and conditions as are  
39 customary and usual in the area in contracts of independent contractors who are doing work of a sim-  
40 ilar nature.  
41

42 **ARTICLE VI.**  
43 **DRILLING AND DEVELOPMENT**  
44

45 **A. Initial Well:**  
46  
47  
48  
49

50 The initial well will be the first well required by the Unit Agreement and  
51 shall be drilled with due diligence to adequately test the Dakota formation  
52 at approximately 5500 feet.  
53  
54  
55  
56  
57

58 unless granite or other practically impenetrable substance or condition in the hole, which renders  
59 further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or  
60 abandon the well at a lesser depth, all subject to the terms and provisions of the  
61 Unit Agreement.

62 Operator shall make reasonable tests of all formations encountered during drilling which give in-  
63 dication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited  
64 in its application to a specific formation or formations, in which event Operator shall be required to  
65 test only the formation or formations to which this agreement may apply.  
66

67 If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes  
68 to plug and abandon the well as a dry hole, it shall first secure the consent of all parties and shall  
69 plug and abandon same as provided in Article VI.E.1. hereof, subject to the terms and  
70 provisions of the Unit Agreement.

1 **B. Subsequent Operations:**  
2

3 1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area  
4 other than the well provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled  
5 at the joint expense of all parties or a well jointly owned by all the parties and not then producing  
6 in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the  
7 other parties written notice of the proposed operation, specifying the work to be performed, the loca-  
8 tion, proposed depth, objective formation and the estimated cost of the operation. The parties receiv-  
9 ing such a notice shall have thirty (30) days after receipt of the notice within which to notify the  
10 parties wishing to do the work whether they elect to participate in the cost of the proposed operation.  
11 If a drilling rig is on location, notice of proposal to rework, plug back or drill deeper may be given  
12 by telephone and the response period shall be limited to twenty-four hours, ~~exclusive of Saturday,~~  
13 ~~Sunday or legal holidays.~~ Failure of a party receiving such notice to reply within the period above fixed  
14 shall constitute an election by that party not to participate in the cost of the proposed operation. Any  
15 notice or response given by telephone shall be promptly confirmed in writing.  
16

17 2. Operations by Less than All Parties: If any party receiving such notice as provided in Article  
18 VI.B.1. or VI.E.1. elects not to participate in the proposed operation, then, in order to be entitled to  
19 the benefits of this article, the party or parties giving the notice and such other parties as shall elect  
20 to participate in the operation shall, within sixty (60) days after the expiration of the notice period of  
21 thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period  
22 where the drilling rig is on location, as the case may be) actually commence work on the proposed  
23 operation and complete it with due diligence. Operator shall perform all work for the account of the  
24 Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Op-  
25 erator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform  
26 the work required by such proposed operation for the account of the Consenting Parties, or (b) desig-  
27 nate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when  
28 conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms  
29 and conditions of this agreement.  
30

31 If less than all parties approve any proposed operation, the proposing party, immediately after the  
32 expiration of the applicable notice period, shall advise the Consenting Parties of (a) the total interest  
33 of the parties approving such operation, and (b) its recommendation as to whether the Consenting Par-  
34 ties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48)  
35 hours (~~exclusive of Saturday, Sunday or legal holidays~~) after receipt of such notice, shall advise the  
36 proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A",  
37 or (b) carry its proportionate part of Non-Consenting Parties' interest. The proposing party, at its  
38 election, may withdraw such proposal if there is insufficient participation, and shall promptly notify  
39 all parties of such decision.  
40

41 The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in  
42 the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting  
43 Parties shall keep the leasehold estates involved in such operations free and clear of all liens and  
44 encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such  
45 an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole  
46 cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions  
47 of this Article results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall  
48 complete and equip the well to produce at their sole cost and risk, and the well shall then be turned  
49 over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties.  
50 Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such  
51 well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party  
52 shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and  
53 be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's  
54 interest in the well and share of production therefrom until the proceeds of the sale of such share,  
55 calculated at the well, or market value thereof if such share is not sold (after deducting production  
56 taxes, crude oil excise taxes, royalty, overriding royalty and other interests  
57 existing on the effective date hereof, payable out of or measured by the produc-  
58 tion from such well accruing with respect to such interest until it reverts) shall  
59 equal the total of the following:

60 (a) 200% of each such Non-Consenting Party's share of the cost of any newly acquired surface  
61 equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators,  
62 treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the  
63 cost of operation of the well commencing with first production and continuing until each such Non-  
64 Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being  
65 agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which  
66 would have been chargeable to each Non-Consenting Party had it participated in the well from the be-  
67 ginning of the operation; and  
68

69 (b) 500% of that portion of the costs and expenses of drilling reworking, deepening, or plugging  
70 back, testing and completing, after deducting any cash contributions received under Article VIII.C., and

1 500 % of that portion of the cost of newly acquired equipment in the well (to and including the well-  
2 head connections), which would have been chargeable to such Non-Consenting Party if it had partici-  
3 pated therein.  
4

5 Gas production attributable to any Non - Consenting Party's relinquished interest upon such Party's  
6 election, shall be sold to its purchaser, if available, under the terms of its existing gas sales con-  
7 tract. Such Non - Consenting Party shall direct its purchaser to remit the proceeds receivable from  
8 such sale direct to the Consenting Parties until the amounts provided for in this Article are recov-  
9 ered from the Non - Consenting Party's relinquished interest. If such Non - Consenting Party has not  
10 contracted for sale of its gas at the time such gas is available for delivery, or has not made the elec-  
11 tion as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-  
12 Consenting Party's share of gas as hereinabove provided during the recoupment period.  
13

14 During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share  
15 of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of  
16 all production, crude oil excise taxes, severance, gathering and other taxes, and all  
17 royalty, overriding royalty and other burdens applicable to Non-Consenting Party's  
18 share of production.

19 In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall  
20 be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of  
21 all such equipment shall remain unchanged; and upon abandonment of a well after such reworking,  
22 plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the  
23 owners thereof, with each party receiving its proportionate part in kind or in value, less cost of  
24 salvage.  
25

26 Within sixty (60) days after the completion of any operation under this Article, the party con-  
27 ducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an in-  
28 ventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling,  
29 deepening, plugging back, testing, completing, and equipping the well for production; or, at its option,  
30 the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed  
31 statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being  
32 reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furn-  
33 ish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the  
34 operation of the well, together with a statement of the quantity of oil and gas produced from it and the  
35 amount of proceeds realized from the sale of the well's working interest production during the preceding  
36 month. In determining the quantity of oil and gas produced during any month, Consenting Parties  
37 shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any  
38 amount realized from the sale or other disposition of equipment newly acquired in connection with any  
39 such operation which would have been owned by a Non-Consenting Party had it participated therein  
40 shall be credited against the total unreturned costs of the work done and of the equipment purchased,  
41 in determining when the interest of such Non-Consenting Party shall revert to it as above provided;  
42 and if there is a credit balance, it shall be paid to such Non-Consenting party.  
43

44 If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest  
45 the amounts provided for above, the relinquished interests of such Non-Consenting Party shall auto-  
46 matically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same  
47 interest in such well, the material and equipment in or pertaining thereto, and the production there-  
48 from as such Non-Consenting Party would have been entitled to had it participated in the drilling,  
49 reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be  
50 charged with and shall pay its proportionate part of the further costs of the operation of said well in  
51 accordance with the terms of this agreement and the Accounting Procedure, attached hereto.  
52

53 Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent  
54 of all parties, no wells shall be completed in or produced from a source of supply from which a well  
55 located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing  
56 well spacing pattern for such source of supply.  
57

58 The provisions of this Article shall have no application whatsoever to the drilling of the initial  
59 well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b)  
60 to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall  
61 prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article  
62 VI.A.  
63

64 **C. Right to Take Production in Kind:**

65 Each party electing to take in kind or separately dispose of its proportionate share of the production from the Contract Area  
66 shall keep accurate records of the volume, selling price, royalty and taxes relative to its share of production. Non-Operators  
67 shall, upon request, furnish Operator with true and complete copies of the records required to be kept hereunder whenever, under  
68 the terms of this agreement or any agreement executed in connection herewith, it is necessary for Operator to obtain said informa-  
69 tion. Any information furnished to Operator hereunder shall be used by Operator only to the extent necessary to carry out its  
70 duties as Operator and shall otherwise be kept confidential).

Each party shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced  
from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and

1 treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate  
2 disposition by any party of its proportionate share of the production shall be borne by such party. Any party taking its share of  
3 production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it  
4 uses.

5 Each party shall execute such division orders and contracts as may be necessary for the sale of its  
6 interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled  
7 to receive payment direct from the purchaser thereof for its share of all production.

8 In the event any party shall fail to make the arrangements necessary to take in kind or separately  
9 dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have  
10 the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such  
11 oil and gas or sell it to others at any time and from time to time, for the account of the non-taking  
12 party at the best price obtainable in the area for such production. Any such purchase or sale by Op-  
13 erator shall be subject always to the right of the owner of the production to exercise at any time its  
14 right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a  
15 purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for  
16 such reasonable periods of time as are consistent with the minimum needs of the industry under the  
17 particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the  
18 foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's  
19 share of gas production without first giving such other party thirty (30) days notice of such intended  
20 sale.

21 In the event any party hereto is not at any time taking or marketing its share of gas  
22 production and Operator is either (i) unwilling to purchase or sell or (ii) unable to  
23 obtain the prior written consent to purchase or sell such party's share of gas production,  
24 or in the event any party has contracted to sell its share of gas produced from the Contract  
25 Area to a purchaser which does not at any time while this agreement is in effect take the  
26 full share of gas attributable to the interest of such party, then in any such event the  
27 terms and conditions of the Gas Balancing Agreement attached hereto as Exhibit "E" and  
28 incorporated herein shall automatically become effective.

#### 29 D. Access to Contract Area and Information:

30  
31 Each party shall have access to the Contract Area at all reasonable times, at its sole risk to inspect  
32 or observe operations, and shall have access at reasonable times to information pertaining to the de-  
33 velopment or operation thereof, including Operator's books and records relating thereto. Operator, upon  
34 request, shall furnish each of the other parties with copies of all forms or reports filed with govern-  
35 mental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports  
36 of stock on hand at the first of each month, and shall make available samples of any cores or cuttings  
37 taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to  
38 Non-Operator, other than that specified above, shall be charged to the Non-Operator that requests the  
39 information.

#### 40 E. Abandonment of Wells:

41  
42  
43 1. Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2., any well  
44 which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole  
45 shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent  
46 effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours  
47 (~~exclusive of Saturday, Sunday or legal holidays~~) after receipt of notice of the proposal to plug and  
48 abandon such well, such party shall be deemed to have consented to the proposed abandonment. All  
49 such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost,  
50 risk and expense of the parties who participated in the cost of drilling of such well. Any party who ob-  
51 jects to the plugging and abandoning such well shall have the right to take over the well and conduct  
52 further operations in search of oil and/or gas subject to the provisions of Article VI.B.

53  
54 2. Abandonment of Wells that have Produced: Except for any well which has been drilled or re-  
55 worked pursuant to Article VI.B.2. hereof for which the Consenting Parties have not been fully reim-  
56 bursed as therein provided, any well which has been completed as a producer shall not be plugged and  
57 abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall  
58 be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense  
59 of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment  
60 of such well, all parties do not agree to the abandonment of any well, those wishing to continue its op-  
61 eration shall tender to each of the other parties its proportionate share of the value of the well's salvable  
62 material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated  
63 cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall  
64 assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity,  
65 quality, or fitness for use of the equipment and material, all of its interest in the well and related equip-  
66 ment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the  
67 formation or formations then open to production. If the interest of the abandoning party is or includes  
68 an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an  
69 oil and gas lease, limited to the interval or intervals of the formation or formations then open to produc-  
70 tion, for a term of one year and so long thereafter as oil and/or gas is produced from the interval or inter-

1 vals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit  
2 "B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is  
3 located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon  
4 the relationship of their respective percentages of participation in the Contract Area to the aggregate of  
5 the percentages of participation in the Contract Area of all assignees. There shall be no readjustment  
6 of interest in the remaining portion of the Contract Area.

7  
8 Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the op-  
9 eration of or production from the well in the interval or intervals then open other than the royalties  
10 retained in any lease made under the terms of this Article. Upon request, Operator shall continue to  
11 operate the assigned well for the account of the non-abandoning parties at the rates and charges con-  
12 templated by this agreement, plus any additional cost and charges which may arise as the result of  
13 the separate ownership of the assigned well.

14  
15 **ARTICLE VII.**  
16 **EXPENDITURES AND LIABILITY OF PARTIES**

17  
18 **A. Liability of Parties:**

19  
20 The liability of the parties shall be several, not joint or collective. Each party shall be responsible  
21 only for its obligations, and shall be liable only for its proportionate share of the costs of developing  
22 and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are  
23 given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall  
24 this agreement be construed as creating, a mining or other partnership or association, or to render the  
25 parties liable as partners. It is not the intention of the parties that this contract is  
26 made or intended for the benefit of any third person.

27 **B. Liens and Payment Defaults:**

28  
29 Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a  
30 security interest in its share of oil and/or gas when extracted and its interest in all equipment, to secure  
31 payment of its share of expense, together with interest thereon at the rate provided in the Accounting  
32 Procedure attached hereto as Exhibit "C". To the extent that Operator has a security interest under the  
33 Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies  
34 of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator  
35 for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien  
36 rights or security interest as security for the payment thereof. In addition, upon default by any Non-  
37 Operator in the payment of its share of expense, Operator shall have the right, without prejudice to  
38 other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's  
39 share of oil and or gas until the amount owed by such Non-Operator, plus interest has been paid. Each  
40 purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any de-  
41 fault. Operator grants a like lien and security interest to the Non-Operators to secure payment of Op-  
42 erator's proportionate share of expense.

43  
44 If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of  
45 a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by  
46 Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the in-  
47 terest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimburse-  
48 ment thereof, be subrogated to the security rights described in the foregoing paragraph.

49  
50 **C. Payments and Accounting:**

51  
52 Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses  
53 incurred in the development and operation of the Contract Area pursuant to this agreement and shall  
54 charge each of the parties hereto with their respective proportionate shares upon the expense basis pro-  
55 vided in the Accounting Procedure attached hereto as Exhibit "C". Operator shall keep an accurate  
56 record of the joint account hereunder, showing expenses incurred and charges and credits made and  
57 received.

58  
59 Operator, at its election, shall have the right from time to time to demand and receive from the  
60 other parties payment in advance of their respective shares of the estimated amount of the expense to  
61 be incurred in operations hereunder during the next succeeding month, which right may be exercised only  
62 by submission to each such party of an itemized statement of such estimated expense, together with  
63 an invoice for its share thereof. Each such statement and invoice for the payment in advance of esti-  
64 mated expense shall be submitted on or before the 20th day of the next preceding month. Each party  
65 shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such es-  
66 timate and invoice is received. If any party fails to pay its share of said estimate within said time, the  
67 amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be  
68 made monthly between advances and actual expense to the end that each party shall bear and pay its  
69 proportionate share of actual expenses incurred, and no more.

1 D. Limitation of Expenditures:

2  
 3 1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, ex-  
 4 cept any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this Agreement, it being  
 5 understood that the consent to the drilling or deepening shall include:

6  
 7 ~~Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and~~  
 8 ~~equipping of the well, including necessary tankage and/or surface facilities.~~

9  
 10  Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When  
 11 such well has reached its authorized depth, and all tests have been completed, Operator shall give im-  
 12 mediate notice to the Non-Operators who have the right to participate in the completion costs. The parties  
 13 receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holi-  
 14 days) in which to elect to participate in the setting of casing and the completion attempt. Such election,  
 15 when made, shall include consent to all necessary expenditures for the completing and equipping of such  
 16 well, including necessary tankage and/or surface facilities. Failure of any party receiving such notice  
 17 to reply within the period above fixed shall constitute an election by that party not to participate in  
 18 the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and  
 19 to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or  
 20 plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to  
 21 the operations thereafter conducted by less than all parties.  
 22

23 2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged  
 24 back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agree-  
 25 ment, it being understood that the consent to the reworking or plugging back of a well shall include  
 26 consent to all necessary expenditures in conducting such operations and completing and equipping of  
 27 said well, including necessary tankage and/or surface facilities.  
 28

29 3. Other Operations: Operator shall not undertake any single project reasonably estimated to require  
 30 an expenditure in excess of TWENTY FIVE THOUSAND-----Dollars (\$ 25,000.00 )  
 31 except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plug-  
 32 ging back of which has been previously authorized by or pursuant to this agreement; provided, how-  
 33 ever, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different  
 34 nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with  
 35 the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emer-  
 36 gency to the other parties. If Operator prepares "Authority for Expenditures" for its own use,  
 37 Operator, upon request, shall furnish copies of its "Authority for Expenditures" for any single project  
 38 costing in excess of FIFTEEN THOUSAND-----Dollars (\$ 15,000.00 ).  
 39

40 E. Royalties, Overriding Royalties and Other Payments:

41  
 42 Each party shall pay or deliver, or cause to be paid or delivered, all royalties ~~to the extent of~~  
 43 ~~1/3 of 8/8ths~~ due on its share of production and shall hold the other parties free  
 44 from any liability therefor. If the interest of any party in any oil and gas lease covered by this agree-  
 45 ment is subject to any royalty, overriding royalty, production payment, or other charge over and above  
 46 the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account  
 47 for or cause to be accounted for, such interest to the owners thereof.

48 No party shall ever be responsible, on any price basis higher than the price received by such party, to any other party's lessor  
 49 or royalty owner; and if any such other party's lessor or royalty owner should demand and receive settlements on a higher price basis,  
 the party contributing such lease shall bear the royalty burden insofar as such higher price is concerned.

50 It is recognized by the parties hereto that in addition to each party's share of working interest production as shown in Exhibit  
 51 "A", such party shall have the right, subject to existing contracts, to market the royalty gas attributable to each lease which it  
 52 contributes to the Contract Area and to receive payments due for such royalty gas produced from or allocated to such lease or leases.  
 53 It is agreed that, regardless of whether each party markets or contracts for its share of gas, including the royalty gas under the  
 leases which it contributed to the Contract Area, such party agrees to pay or cause to be paid to the royalty owners under its lease  
 or leases the proceeds attributable to their respective royalty interest and to hold all other parties hereto harmless for its failure  
 to do so.

54 F. Rentals, Shut-in Well Payments and Minimum Royalties:

55  
 56 Rentals, shut-in well payments and minimum royalties which may be required under the terms of  
 57 any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their  
 58 expense. In the event two or more parties own and have contributed interests in the same lease to this  
 59 agreement, such parties may designate one of such parties to make said payments for and on behalf of all  
 60 such parties. Any party may request, and shall be entitled to receive, proper evidence of all such pay-  
 61 ments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum  
 62 royalty through mistake or oversight where such payment is required to continue the lease in force,  
 63 any loss which results from such non-payment shall be borne in accordance with the provisions of Article  
 64 IV.B.3.  
 65

66 Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shut-  
 67 ting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sun-  
 68 day and holidays), or at the earliest opportunity permitted by circumstances, prior to taking such action,  
 69 but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-  
 70 Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments

1 of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article  
2 IV.B.3.

3  
4 **G. Taxes:**

5  
6 Beginning with the first calendar year after the effective date hereof, Operator shall render for ad  
7 valorem taxation all property subject to this agreement which by law should be rendered for such  
8 taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the ren-  
9 dition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be  
10 limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests con-  
11 tributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its  
12 being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in  
13 ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold  
14 estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such  
15 reduction. Operator shall bill other parties for their proportionate share of all tax payments in the man-  
16 ner provided in Exhibit "C".

17  
18 If Operator considers any tax assessment improper, Operator may, at its discretion, protest within  
19 the time and manner prescribed by law, and prosecute the protest to a final determination, unless all  
20 parties agree to abandon the protest prior to final determination. During the pendency of administrative  
21 or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and  
22 penalty. When any such protested assessment shall have been finally determined, Operator shall pay  
23 the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then  
24 be assessed against the parties, and be paid by them, as provided in Exhibit "C".

25  
26 Each party shall pay or cause to be paid all production, severance, gathering and other taxes im-  
27 posed upon or with respect to the production or handling of such party's share of oil and/or gas pro-  
28 duced under the terms of this agreement.

29  
30 **H. Insurance:**

31  
32 At all times while operations are conducted hereunder, Operator shall comply with the Workmen's  
33 Compensation Law of the State where the operations are being conducted; provided, however, that Op-  
34 erator may be a self-insurer for liability under said compensation laws in which event the only charge  
35 that shall be made to the joint account shall be an amount equivalent to the premium which would have  
36 been paid had such insurance been obtained. Operator shall also carry or provide insurance for the  
37 benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof.  
38 Operator shall require all contractors engaged in work on or for the Contract Area to comply with the  
39 Workmen's Compensation Law of the State where the operations are being conducted and to maintain  
40 such other insurance as Operator may require.

41  
42 In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently  
43 receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for  
44 such insurance for Operator's fully owned automotive equipment.

45  
46 **ARTICLE VIII.**  
47 **ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST**

48  
49 **A. Surrender of Leases:**

50  
51 The leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall  
52 not be surrendered in whole or in part unless all parties consent thereto.

53  
54 However, should any party desire to surrender its interest in any lease or in any portion thereof, and  
55 other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express  
56 or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and  
57 equipment which may be located thereon and any rights in production thereafter secured, to the parties  
58 not desiring to surrender it. If the interest of the assigning party includes an oil and gas interest, the as-  
59 signing party shall execute and deliver to the party or parties not desiring to surrender an oil and gas  
60 lease covering such oil and gas interest for a term of one year and so long thereafter as oil and/or gas  
61 is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B".  
62 Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing,  
63 but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon,  
64 and the assigning party shall have no further interest in the lease assigned and its equipment and pro-  
65 duction other than the royalties retained in any lease made under the terms of this Article. The parties  
66 assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells  
67 and equipment on the assigned acreage. The value of all material shall be determined in accordance  
68 with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plug-  
69 ging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall  
70

1 be shared by the parties assignee in the proportions that the interest of each bears to the interest of all  
2 parties assignee.

3  
4 Any assignment or surrender made under this provision shall not reduce or change the assignor's or  
5 surrendering parties' interest, as it was immediately before the assignment, in the balance of the Contract  
6 Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter  
7 be subject to the terms and provisions of this agreement.

8  
9 **B. Renewal or Extension of Leases:**

10  
11 If any party secures a renewal of any oil and gas lease subject to this Agreement, all other parties  
12 shall be notified promptly, and shall have the right for a period of thirty (30) days following receipt  
13 of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such  
14 lease affects lands within the Contract Area, by paying to the party who acquired it their several proper  
15 proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area,  
16 which shall be in proportion to the interests held at that time by the parties in the Contract Area.

17  
18 If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it  
19 shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of  
20 their respective percentage of participation in the Contract Area to the aggregate of the percentages  
21 of participation in the Contract Area of all parties participating in the purchase of such renewal lease.  
22 Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement.

23  
24 Each party who participates in the purchase of a renewal lease shall be given an assignment/without warrant/ of its  
25 proportionate interest therein by the acquiring party.

26  
27 The provisions of this Article shall apply to renewal leases whether they are for the entire interest  
28 covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease  
29 taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after  
30 the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted  
31 for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal  
32 lease and shall not be subject to the provisions of this agreement.

33  
34 The provisions in this Article shall apply also and in like manner to extensions of oil and gas  
35 leases. The provisions of this Article VIII-B shall only apply to leases, or portions  
36 of leases, located within the Unit Area.

37 **C. Acreage or Cash Contributions:**

38  
39 While this agreement is in force, if any party contracts for a contribution of cash toward the drilling  
40 of a well or any other operation on the Contract Area, such contribution shall be paid to the party who  
41 conducted the drilling or other operation and shall be applied by it against the cost of such drilling or  
42 other operation. If the contribution be in the form of acreage, the party to whom the contribution is  
43 made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling  
44 Parties in the proportions said Drilling Parties shared the cost of drilling the well. If all parties hereto  
45 are Drilling Parties and accept such tender, such acreage shall become a part of the Contract Area and  
46 be governed by the provisions of this agreement. If less than all parties hereto are Drilling Parties and  
47 accept such tender, such acreage shall not become a part of the Contract Area. Each party shall prompt-  
48 ly notify all other parties of all acreage or money contributions it may obtain in support of any well or  
49 any other operation on the Contract Area.

50  
51 If any party contracts for any consideration relating to disposition of such party's share of substances  
52 produced hereunder, such consideration shall not be deemed a contribution as contemplated in this  
53 Article VIII.C. This paragraph shall not be applicable to the contribution of acreage  
54 by the Contributing Parties toward the Initial, Substitute, or Option Test Well.

55 **D. Subsequently Created Interest:**

56  
57 Notwithstanding the provisions of Article VIII.E. and VIII.G., if any party hereto shall, subsequent  
58 to execution of this agreement, create an overriding royalty, production payment, or net proceeds inter-  
59 est, which such interests are hereinafter referred to as "subsequently created interest", such subsequently  
60 created interest shall be specifically made subject to all of the terms and provisions of this agreement, as  
61 follows:

62  
63 1. If non-consent operations are conducted pursuant to any provision of this agreement, and the  
64 party conducting such operations becomes entitled to receive the production attributable to the interest  
65 out of which the subsequently created interest is derived, such party shall receive same free and clear  
66 of such subsequently created interest. The party creating same shall bear and pay all such subsequently  
67 created interests and shall indemnify and hold the other parties hereto free and harmless from any and  
68 all liability resulting therefrom.

~~2. If the owner of the interest from which the subsequently created interest is derived (1) fails to pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a well under provisions of Article VI.E. hereof, or (3) elects to surrender a lease under provisions of Article VIII.A. hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses hereunder in the same manner as if such interest were a working interest. For purposes of collecting such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created interest.~~

**E. Maintenance of Uniform Interest:**

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this agreement, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Contract Area and in wells, equipment and production unless such disposition covers either:

1. the entire interest of the party in all leases and equipment and production; or
2. an equal undivided interest in all leases and equipment and production in the Contract Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the right of the other parties.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds hereof.

**F. Waiver of Right to Partition:**

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

~~**G. Preferential Right to Purchase:**~~

~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.~~

**ARTICLE IX.  
INTERNAL REVENUE CODE ELECTION**

~~This agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between or among the parties hereto. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for Federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No~~

~~Each party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from Operations hereunder can be adequately determined without the computation of partnership taxable income.~~

**ARTICLE X.  
CLAIMS AND LAWSUITS**

Operator may settle any single damage claim or suit arising from operations hereunder if the expenditure does not exceed Fifteen thousand and no/100----- Dollars (\$ 15,000.00 ) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, the party shall immediately notify Operator, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

**ARTICLE XI.  
FORCE MAJEURE**

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

**ARTICLE XII.  
NOTICES**

All notices authorized or required between the parties, and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by United States mail or Western Union telegram, postage or charges prepaid, or by teletype, and addressed to the party to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid, or when sent by teletype. Each party shall have the right to change its address at any time, and from time to time, by giving written notice hereof to all other parties.

**ARTICLE XIII.  
TERM OF AGREEMENT**

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subjected hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease, or oil and gas interest contributed by any other party beyond the term of this agreement.

Option No. 1: So long as any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise, and/or so long as oil and/or gas production continues from any lease or oil and gas interest.

~~1 X Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled  
2 under any provision of this agreement; results in production of oil and/or gas in paying quantities, this  
3 agreement shall continue in force so long as any such well or wells produce, or are capable of produc-  
4 tion, and for an additional period of 180 days from cessation of all production; provided, however,  
5 if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in  
6 drilling or reworking a well or wells hereunder, this agreement shall continue in force until such op-  
7 erations have been completed and if production results therefrom, this agreement shall continue in  
8 force as provided herein. In the event the well described in Article VI.A., or any subsequent well  
9 drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil  
10 and/or gas from the Contract Area, this agreement shall terminate unless drilling or reworking opera-  
11 tions are commenced within 120 days from the date of abandonment of said well.~~

12  
13 It is agreed, however, that the termination of this agreement shall not relieve any party hereto from  
14 any liability which has accrued or attached prior to the date of such termination.  
15

16 **ARTICLE XIV.**  
17 **COMPLIANCE WITH LAWS AND REGULATIONS**

18  
19 **A. Laws, Regulations and Orders:**

20  
21 This agreement shall be subject to the conservation laws of the state in which the committed  
22 acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of  
23 said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and  
24 orders.  
25

26 **B. Governing Law:**

27  
28 The essential validity of this agreement and all matters pertaining thereto, including, but not lim-  
29 ited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and in-  
30 terpretation or construction, shall be governed and determined by the law of the state in which the  
31 Contract Area is located. If the Contract Area is in two or more states, the law of the state where most  
32 of the land in the Contract Area is located shall govern.  
33

34 **ARTICLE XV.**  
35 **OTHER PROVISIONS**  
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A. It is understood, and accepted, that this Operating Agreement is being made and entered into in connection with, and as a part of, the Unit Agreement for the Development and Operation of the Caja Del Rio Grande Unit Area and that there are conflicts between this Agreement and said Unit Agreement. Except for the term of this Operating Agreement, as provided in Article XIII, in the event any such conflict should become a controversy between the Unit Operator and any State or Federal agency, department or division, the terms and provisions of said Unit Agreement shall prevail. Provided further, except for the term of this Operating Agreement, in the event any such conflict should cause a controversy between Unit Operator and any, or all, non-operators hereunder, the terms and provisions of the said Unit Agreement shall prevail and all the parties hereto shall use utmost good faith in attempting to resolve such conflicts.

B. No production, whether oil or gas, may be sold from the lease acreage, or lands pooled therewith, to any party's subsidiaries, affiliates, or associates, without prior written consent of other parties. All production sold from the lease acreage, or lands pooled therewith, will be an arm's length trade with a third party purchaser.

C. Paragraphs C. (1), (2), (3), (4), (5) pertain to the first three (3) unit wells drilled hereunder.

(1) Prior to the drilling of each approved Unit Well, Yates shall select and designate twenty-five (25) sections surrounding such Unit Well as its respective "Exploratory Block". Said twenty-five (25) sections shall, to the nearest extent possible, be in a square configuration with the drillsite centrally located.

(2) Pelto shall have the option to participate in each proposed exploratory Unit Well and respective Exploratory Block to the extent of its full undivided working interest therein, however, for each required and approved exploratory Unit Well in which Pelto declines to participate, Pelto shall farmout its acreage to Yates in and to the respective Exploratory Block containing such well.

(3) Each farmout shall be on the basis of Yates earning 100% of Pelto's undivided working interest in the drillsite section, with Pelto delivering a 78% net revenue interest. In addition, Yates shall also earn an undivided 50% of Pelto's working interest in the remainder of the 25 sections subject to the respective farmout.

(4) In the event that Yates should drill all three (3) approved and required exploratory Unit Wells, as provided for in the Unit Agreement, and Pelto has not participated in two (2) of said three (3) wells, Pelto shall assign Yates an undivided fifty percent (50%) of the remainder of Pelto's acreage lying within the Caja Del Rio Grande Unit which is not subject to a previously designated Exploratory Block.

(5) Substitute Well: If, in the drilling of the Initial exploratory Unit Well in each respective Exploratory Block, Operator loses the hole or encounters mechanical difficulties rendering it impracticable, in the opinion of Operator, to drill the well to the Objective depth, then and in any of such events, on or before 30 days after completion of the Initial Well, Operator shall have the option to commence the actual drilling of another well ("Substitute Well") at a lawful location of Operator's selection on the Unit Area, and prosecute the drilling of said well with due diligence and in a good and workmanlike manner to the Objective Depth. For all purposes of this agreement, the drilling of the Substitute Well shall be considered as the drilling of the Initial Well.

The following paragraphs pertain to all wells drilled subsequent to the first three unit wells.

D. Notwithstanding any other provisions herein, any well proposed under the provisions of Article VI.B.1 shall be subject to the following:

(1) In addition to the Definitions provisions of Article I of this Operating Agreement, the term "Drilling Block" shall be added and shall mean the proposed drillsite section and all direct and diagonal offsetting sections.

(2) Should any party subject to this Agreement elect not to participate in the drilling of the initial well on a Drilling Block, said party shall assign all of its working interest in the leases included within the Drilling Block upon completion of the initial well, whether producer or dry hole, and the operating rights thereunder, to the participating parties in the proportions of the parties participating in the drilling.

E. Any party participating in the drilling of the initial well on a Drilling Block shall have the right to become a "Non-Consenting Party" under the provisions of Article VI.B.2 as to any subsequent well or wells proposed on the Drilling Block.

F. Only as to the working interest, the parties hereto agree that, notwithstanding the terms of the Unit Agreement or Paragraph XV-H of this Operating Agreement, the working interest in each well drilled hereunder and the ownership of all equipment shall remain fixed, and the expansion or contraction of Participating Areas will not cause a revision of the working interest percentages in any well or its equipment.

Prior to the drilling of each well, a mutually acceptable "Working Interest Area" will be established by the articles hereto, which shall include all acreage included in the largest possible Participating Area which could be designated for the proposed well. Each Working Interest Area will remain in effect for a term of 90 days and so long thereafter as operations for the drilling of a well are diligently being prosecuted, or a well capable of producing unitized substances is located on the Working Interest Area. A Working Interest Area will expire 90 days after production ceases, unless operations for the drilling of a new well on the Working Interest Area are commenced within said 90 days after such cessation.

Portions of previously designated Working Interest Areas may be included in subsequent Working Interest Areas; however, the percentages set by previous Working Interest Areas will remain unchanged. In such event the working interest in each subsequent Working Interest Area shall be calculated with regard to the fact that a portion of the acreage is within a previous Working Interest Area by allocating to the parties within the previous Working Interest Area their percentage share of working interest as previously established for such Working Interest Area, as to the acreage included in both Working Interest Areas, and by allocating to the parties within the subsequent Working Interest Area their proportionate share of the acreage therein, but not included in the previous Working Interest Area.

If any such revision of a Participating Area results in an increase or decrease in total burdens borne by the working interest, all such change shall be borne by the parties in proportion to their working interest in said Participating Area.

G. In addition to Paragraph E, Article VI, and notwithstanding Paragraph F, Article VI, if during the term of this agreement, a well is required to be drilled, deepened, reworked, plugged back, sidetracked, or recompleted, or any other operation that may be required in order to (1) continue a lease or leases in force and effect, or ~~(2) maintain a~~

~~unitized area or any portion thereof in force and effect,~~ or (3) earn or preserve an interest in and to oil and/or gas and other minerals which may be owned by a third party or which, failing in such operation, may revert to a third party, or, (4) comply with an order issued by a regulatory body having jurisdiction in the premises, failing in which certain rights would terminate, the following shall apply. Should less than all of the parties hereto elect to participate and pay their proportionate part of the costs to be incurred in such operation, those parties desiring to participate shall have the right to do so at their sole cost, risk, and expense. Promptly following the conclusion of such operation, each of those parties not participating agree to execute and deliver an appropriate assignment to the total interest of each non-participating party in and to the lease, leases, or rights which would have terminated or which otherwise may have been preserved by virtue of such operation, and in and to the lease, leases or rights within the balance of the spacing unit upon which the well was drilled excepting, however, wells theretofore completed and capable of producing in paying quantities. Such assignment shall be delivered to the participating parties in the proportion that they bore the expense attributable to the non-participating parties' interest.

#### H. Order of Preference of Operations:

At that point in time when (a) the Test Well achieves Contract Depth, or (b) any other well achieves its objective depth pursuant to Article VI.B.1., and in the event the parties hereto fail to mutually agree as to the conduct of operations hereunder, an election to (i) conduct logging, coring, testing, wireline formation testing or evaluation operations shall have preference over an election to (ii) complete the well as originally planned, or to (iii) plug-back the well and complete it in a shallower zone, or to (iv) deepen the well down to a deeper productive horizon, or to (v) sidetrack to another bottom-hole location, or to (vi) plug and abandon the well. Further, an election under (ii) shall have precedence over an election under (iii) through (vi) and so forth.

If the decision is to drill deeper, a party may be relieved of the obligation and liability as to such deepening by paying its proportionate share of the estimated costs of plugging and abandoning the well at the initial objective depth, and in such event, such deepening operation shall be conducted as a Non-Consnet Operation pursuant to Article VI.B.2. or XV.D., whichever is applicable.

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

ATTACHED TO AND MADE A PART OF OPERATING AGREEMENT, DATED SEPTEMBER 1, 1985 BETWEEN YATES PETROLEUM CORPORATION, "OPERATOR", AND PELTO OIL COMPANY, ET AL, "NON-OPERATORS", COVERING LANDS IN SANTA FE COUNTY, NEW MEXICO.

ARTICLE XVI. MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 1st day of September, 1985.

OPERATOR

YATES PETROLEUM CORPORATION

By Randy G. Patterson Attorney-in-Fact

NON-OPERATORS

STATE OF NEW MEXICO )
COUNTY OF EDDY ) : SS

The foregoing instrument was acknowledged before me this 28th day of August, 1985 by Randy G. Patterson, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires: November 5, 1988

Lathrop R. Garfield Notary Public



EXHIBIT "A"

ATTACHED TO AND MADE A PART OF OPERATING AGREEMENT DATED SEPT. 1, 1985, BETWEEN YATES PETROLEUM CORPORATION, "OPERATOR", AND PELTO OIL COMPANY, ET AL, "NON-OPERATORS", COVERING LANDS IN SANTA FE COUNTY, NEW MEXICO.

I. 1. Lands Subject to Agreement:

Township 15 North, Range 7 East, NMPM

Township 16 North, Range 7 East, NMPM

Township 17 North, Ranges 7 & 8 East, NMPM

Township 18 North, Ranges 7 & 8 East, NMPM

Township 19 North, Ranges 7 & 8 East, NMPM

(lands further described in Exhibit B to the Unit Agreement)

Santa Fe County, New Mexico

2. Depth Restriction:

None

II. Percentage Interest of Parties Under Agreement:

Yates Petroleum Corporation, et al - 100% - Tracts 6, 8, 12, 15, 62, 63 and  
Section 3, 10, 15 of Tract 7  
and Section 34, of Tract 18

Yates Petroleum Corporation, et al - 50% - Tracts 2-4, 9-11, 13, 14, 16, 17,  
Pelto Oil Co. 50% - 19, 20, 22-34, 60, 61, 64, 65 and  
Section 4, 9 of Tract 7 and Section  
33 of Tract 18

III. Addresses of Parties to Which Notices Should be Sent:

Yates Petroleum Corporation  
Peyton Yates  
207 South Fourth Street  
Artesia, New Mexico 88210  
ATTN Janet Richardson

Pelto Oil Company  
1 Allen Center  
Suite 1800  
500 Dallas Street  
Houston, Texas 77002  
ATTN Bruce Taylor

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ EXHIBIT B \_\_\_\_\_ 19\_\_\_\_, between \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
(Post Office Address)

herein called lessor (whether one or more) and \_\_\_\_\_, lessee:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the

following described land in \_\_\_\_\_ County, New Mexico, to-wit:

For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise \_\_\_\_\_ acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of \_\_\_\_\_ years from this date (called "primary term"), and as long thereafter as oil or gas, is produced from said land or land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well,  $\frac{1}{8}$  of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the mouth of the well of  $\frac{1}{8}$  of the gas so sold or used, provided that on gas sold at the wells the royalty shall be  $\frac{1}{8}$  of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas and/or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, lessee may pay or tender an advance annual shut-in royalty equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered this lease shall not terminate and it will be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing, or be paid or tendered to the credit of such party or parties in the depository bank and in the manner hereinafter provided for the payment of rentals.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one (1) year from this date, this lease shall terminate

as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of \$ \_\_\_\_\_ which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of twelve (12) months each during the primary term. Payment

or tender may be made to the lessor or to the credit of the lessor in the \_\_\_\_\_ Bank

at \_\_\_\_\_, which bank, or any successor thereof, shall continue to be the agent for the lessor and lessor's heirs and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason shall fail or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another acceptable method of payment or tender, and any depository charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or any lessor if more than one, on or before the rental paying date. Any timely payment or tender of rental or shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depositories shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof by certified mail from lessor together with such instruments as are necessary to enable lessee to make proper payment.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard production unit fixed by law or by the New Mexico Oil Conservation Commission or by other lawful authority for the pool or area in which said land is situated, plus a tolerance of 10%. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If prior to the discovery of oil or gas hereunder, lessee should drill and abandon a dry hole or holes hereunder, or if after discovery of oil or gas the production thereof should cease for any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within 60 days thereafter and diligently prosecutes the same, or (if it be within the primary term) commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of three months from date of abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term oil or gas is not being produced but lessee is then engaged in operations for drilling or reworking of any well, this lease shall remain in force so long as such operations are diligently prosecuted with no cessation of more than 60 consecutive days. If during the drilling or reworking of any well under this paragraph, lessee loses or junks the hole or well and after diligent efforts in good faith is unable to complete said operations then within 30 days after the abandonment of said operations lessee may commence another well and drill the same with due diligence. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns; but no change or division in the ownership of the land, or in the ownership of or right to receive rentals, royalties or payments, however accomplished shall operate to enlarge the obligations or diminish the rights of lessee; and no such change or division shall be binding upon lessee for any purpose until 30 days after lessee has been furnished by certified mail at lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may pay or tender any rentals, royalties or payments to the credit of the deceased or his estate in the depository bank until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall so comply or make such payments. Rentals as used in this paragraph shall also include shut-in royalty.

9. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, lessee's duty shall be suspended, and lessee shall not be liable for failure to comply therewith; and this lease shall be extended while and so long as lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas hereunder; and the time while lessee is so prevented shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under the warranty, if this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not) then the royalties, shut-in royalty, rental, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its/his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs, successors, and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the rentals and shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Executed the day and year first above written.



EXHIBIT " C "

Attached to and made a part of Operating Agreement, dated Sept. 1, 1935 between Yates Petroleum Corporation, "Operator" and Pelto Oil Company et al, "Non-Operators", covering lands in Santa Fe County, New Mexico.

ACCOUNTING PROCEDURE  
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

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

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

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

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

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

"Parties" shall mean Operator and Non-Operators.

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

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

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

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

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

2. Statement and Billings

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

3. Advances and Payments by Non-Operators

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

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

4. Adjustments

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

5. Audits

A. Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

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

## II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

### 1. Rentals and Royalties

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

### 2. Labor

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

### 3. Employee Benefits

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

### 4. Material

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

### 5. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

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

### 6. Services

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

### 7. Equipment and Facilities Furnished by Operator

- A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed eight per cent (8%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.
- B. In lieu of charges in Paragraph 7A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

### 8. Damages and Losses to Joint Property

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

### 9. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.

**10. Taxes**

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

**11. Insurance**

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

**12. Other Expenditures**

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

**III. OVERHEAD**

**1. Overhead - Drilling and Producing Operations**

i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:

- ( XX ) Fixed Rate Basis, Paragraph 1A, or
- (    ) Percentage Basis, Paragraph 1B.

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 2A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the Overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property shall (    ) shall not ( X ) be covered by the Overhead rates.

**A. Overhead - Fixed Rate Basis**

(1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ 3,100.00  
 Producing Well Rate \$ 310.00

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

(a) Drilling Well Rate

- [1] Charges for onshore drilling wells shall begin on the date the well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.
- [2] Charges for offshore drilling wells shall begin on the date when drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location or rig is released, whichever occurs first, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days
- [3] Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig, commence through date of rig release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive days.

(b) Producing Well Rates

- [1] An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
- [2] Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- [3] An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- [4] A one-well charge may be made for the month in which plugging and abandonment operations are completed on any well.
- [5] All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.

(3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Fields Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

**B. Overhead - Percentage Basis**

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

(a) Development

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

(b) Operating

\_\_\_\_\_ Percent ( %) of the cost of Operating the Joint Property exclusive of costs provided under Paragraphs 1 and 9 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

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

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

**2. Overhead - Major Construction**

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for Overhead based on the following rates for any Major Construction project in excess of \$ 25,000.00 :

- A. 5 % of total costs if such costs are more than \$ 25,000.00 but less than \$ 100,000.00 ; plus
- B. 3 % of total costs in excess of \$ 100,000.00 but less than \$1,000,000; plus
- C. 2 % of total costs in excess of \$1,000,000.

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

**3. Amendment of Rates**

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

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

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

**1. Purchases**

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

**2. Transfers and Dispositions**

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

**A. New Material (Condition A)**

- (1) Tubular goods, except line pipe, shall be priced at the current new price in effect on date of movement on a maximum carload or barge load weight basis, regardless of quantity transferred, equalized to the lowest published price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available.
- (2) Line Pipe
  - (a) Movement of less than 30,000 pounds shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property where such Material is normally available.
  - (b) Movement of 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph 2A (1) of this Section IV.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store or f.o.b. railway receiving point nearest the Joint Property where such Material is normally available.

**B. Good Used Material (Condition B)**

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

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

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

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

**C. Other Used Material (Condition C and D)**

**(1) Condition C**

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

**(2) Condition D**

All other Material, including junk, shall be priced at a value commensurate with its use or at prevailing prices. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose. Operator may dispose of Condition D Material under procedures normally utilized by the Operator without prior approval of Non-Operators.

**D. Obsolete Material**

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

**E. Pricing Conditions**

- (1) Loading and unloading costs may be charged to the Joint Account at the rate of fifteen cents (15¢) per hundred weight on all tubular goods movements, in lieu of loading and unloading costs sustained, when actual hauling cost of such tubular goods are equalized under provisions of Paragraph 5 of Section II.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

**3. Premium Prices**

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

**4. Warranty of Material Furnished by Operator**

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

**V. INVENTORIES**

The Operator shall maintain detailed records of Controllable Material.

**1. Periodic Inventories, Notice and Representation**

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

**2. Reconciliation and Adjustment of Inventories**

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

**3. Special Inventories**

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

**4. Expense of Conducting Periodic Inventories**

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

EXHIBIT "D"

ATTACHED TO AND MADE A PART OF  
OPERATING AGREEMENT

DATED SEPT. 1, 1985, BETWEEN YATES PETROLEUM CORPORATION, "OPERATOR" AND PELTO OIL COMPANY, ET AL, "NON-OPERATORS", COVERING LANDS IN SANTA FE COUNTY, NEW MEXICO.

ADDITIONAL INSURANCE PROVISIONS

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

- (A) Workmen's Compensation Insurance as contemplated by the state in which operations will be conducted, and Employer's Liability Insurance with limits of not less than \$100,000.00 per employee.
  
- (B) Public Liability Insurance:
  - Bodily Injury - \$500,000.00 each occurrence.
  
- (C) Automobile Public Liability Insurance:
  - Bodily Injury - \$250,000.00 each person.  
\$500,000.00 each occurrence.
  
  - Property Damage - \$100,000.00 each occurrence.

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

ATTACHED TO AND MADE A PART OF OPERATING AGREEMENT, DATED SEPT. 1, 1985 BETWEEN YATES PETROLEUM CORPORATION, "OPERATOR", AND PELTO OIL COMPANY ET AL, "NON-OPERATORS", COVERING LANDS IN SANTA FE COUNTY, EXHIBIT "E" NEW MEXICO.

GAS BALANCING AGREEMENT

The parties to the Operating Agreement to which this agreement is attached own the working interest in the gas rights underlying the lands covered by such agreement (the "Contract Area") in accordance with the percentages of participation as set forth in Exhibit "A" to the Operating Agreement.

In accordance with the terms of the Operating Agreement, each party thereto has the right to take its share of gas produced from the Contract Area and market the same. In the event any of the parties hereto is not at any time taking or marketing its share of gas or has contracted to sell its share of gas produced from the Contract Area to a purchaser which does not at any time while this agreement is in effect take the full share of gas attributable to the interest of such party, this agreement shall automatically become effective upon the terms hereinafter set forth.

1. During the period or periods when any party hereto has no market for its share of gas produced from any proration unit within the Contract Area, or its purchaser does not take its full share of gas produced from such proration unit, the other parties shall be entitled to produce each month 100% of the lesser of a) allowable gas production assigned to such proration unit by applicable state regulatory authority or b) the delivery capacity of gas from such proration unit; provided, however, no party who does not have gas in place shall be entitled to take or deliver to a purchaser gas production in excess of 200% of the lesser of c) its share of the volumes of gas capable of being delivered on a daily basis or d) its share of allowable gas production. All parties hereto shall share in and own the liquid hydrocarbons recovered from such gas by lease equipment in accordance with their respective interests and subject to the Operating Agreement to which this agreement is attached, but the party or parties taking such gas shall own all of the gas delivered to its or their purchaser.

2. On a cumulative basis, each party not taking or marketing its full share of the gas produced shall be credited with gas in place equal to its full share of the gas produced under this agreement, less its share of gas used in lease operations, vented or lost, and less that portion such party took or delivered to its purchaser. The Operator will maintain a current account of gas balance between the parties and will furnish all parties hereto monthly statements showing the total quantity of gas produced, the amount used in lease operations, vented or lost, the total quantity of liquid hydrocarbons recovered therefrom, and the monthly and cumulative over and under account of each party.

3. At all times while gas is produced from the Contract Area, each party hereto will make settlement with the respective royalty owners to whom they are each accountable, just as if each party were taking or delivering to a purchaser its share, and its share only. Each party hereto agrees to hold each other party harmless from any and all claims for royalty payments asserted by royalty owners to whom each party is accountable. The term "royalty owner" shall include owners of royalty, overriding royalties, production payments and other similar interests.

Each party producing and taking or delivering gas to its purchaser shall pay any and all production taxes due on such gas.

4. After notice to the Operator, any party at any time may begin taking or delivering to its purchaser its full share of the gas produced from a proration unit under which it has gas in place less such party's share of gas used in operations, vented or lost. In addition to such share, each party, including the Operator, until it has recovered its gas in place and balanced the gas account as to its interest, shall be entitled to take or deliver to its purchaser a share of gas determined by multiplying 50% of the interest in the current gas production of the party or parties without gas in place by a fraction, the numerator of which is the interest in the proration unit of such party with gas in place and the denominator of which is the total percentage interest in such proration unit of all parties with gas in place currently taking or delivering to a purchaser.

5. Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its purchaser its full share of the allowable gas production to meet the deliverability tests required by its purchaser, provided that said test should be reasonable in length, normally not to exceed 72 hours.

6. If a proration unit ceases to produce gas and/or liquid hydrocarbons in paying quantities before the gas account is balanced, settlement will be made between the underproduced and overproduced parties. In making such settlement, the underproduced party or parties will be paid a sum of money by the overproduced party or parties attributable to the overproduction which said overproduced party received, less applicable taxes theretofore paid, at the applicable price defined below for the delivery of a volume of gas equal to that for which settlement is made. For gas, the price of which is not regulated by federal, state or other governmental agencies, the price basis shall be the price received for the sale of the gas. For gas, the price of which is subject to regulation by federal, state or other governmental authorities, the price basis shall be the rate collected, from time to time, which is not subject to possible refund, as provided by the Federal Energy Regulatory Commission or any other governmental authority, pursuant to final order or settlement applicable to the gas sold from such well, plus any additional collected amount which is not ultimately required to be refunded by such authority, such additional collected amount to be accounted for at such time as final determination is made with respect hereto.

7. Notwithstanding the provisions of ¶6, it is expressly agreed that any underproduced party shall have the optional right, with respect to each proration unit, to receive a cash settlement bringing such underproduced party's gas account into balance at any time and from time to time prior to the final settlement, by first giving each overproduced party 90 days' written notice of demand for cash settlement. If such option is so exercised, settlement shall be made (as of 7:00 o'clock A.M. on the first day of the calendar month following the date of such written demands) within 90 days following the actual receipt of such written demands by the overproduced parties, in the same manner provided for in ¶6. The option provided for in this paragraph may be exercised, from time to time, but only one time in each calendar year.

8. Nothing herein shall change or affect each party's obligation to pay its proportionate share of all costs and liabilities incurred, as its share thereof is set forth in the Operating Agreement.

9. This agreement shall constitute a separate agreement as to each proration unit approved by the applicable regulatory authority for a pool within the Contract Area, but such proration unit shall not include any producing horizon which is not within the vertical limits of said pool. This agreement shall remain in force and effect so long as the Operating Agreement to which it is attached remains in effect, and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, legal representatives and assigns.

EXHIBIT "E"

EXHIBIT "F"

EQUAL EMPLOYMENT OPPORTUNITY PROVISION

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

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

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

Operator acknowledges that it may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

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

#### CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Exhibit "F"  
Page 2

EXHIBIT "G"

TAX PARTNERSHIP AGREEMENT

ATTACHED TO AND MADE A PART OF OPERATING AGREEMENT DATED SEPT. 1, 1985, BETWEEN YATES PETROLEUM CORPORATION, "OPERATOR", AND PELTO OIL COMPANY, ET AL, "NON-OPERATORS", COVERING LANDS IN SANTA FE COUNTY, NEW MEXICO.

The relationship between the parties hereto shall be such that it will, for Federal and State income tax purposes, be treated as a partnership. For all other purposes this Agreement is not intended to create nor shall it be construed as having created, a partnership or mining venture between the parties hereto and it is expressly agreed that the rights and obligations hereunder are separate and not joint or collective. Furthermore, nothing in this Agreement shall be construed as providing directly or indirectly for any joint or cooperative refining or marketing or sale of any party's interest in the oil and gas or the products therefrom.

In the event the terms of this Exhibit conflict with any of the terms and conditions of the Operating Agreement then in such event the terms of this Exhibit shall control.

No election shall be made for this arrangement between the parties hereto to be excluded from the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code or similar provisions of state income tax law, except that such election may be made by the Operator for any year subsequent to the end of the taxable year by which all costs of drilling the test well have been expended. The Operator shall timely prepare and file partnership income tax returns for this arrangement until the election mentioned above is properly exercised. Operator shall submit copies of all returns to the other parties forty-five (45) days before the due date to permit review and approval prior to filing. Operator shall make no charges for performance of any administrative or professional service in connection with the keeping of records or in the filing of returns. Operator is hereby granted authority to make the following elections under United States Internal Revenue Laws and Regulations and any similar State Statutes:

- A. To elect to adopt the calendar year as the annual accounting period;
- B. To elect to adopt the accrual method of accounting;
- C. To elect to expense all intangible drilling and development costs;
- D. To elect to compute the allowance for depreciation using the accelerated cost recovery method;
- E. To elect to deduct advanced royalties from gross income for the year the advance royalties are paid or accrued; and
- F. To make such other elections as may be approved by the parties.
- G. The election under Section 48(q)(4) of the Code to reduce the rate of investment tax credit shall not be made;
- H. To elect in accordance with Section 6232(c) of the Code not to have the Tax Partnership treated as authorized to act for each Party with respect to the determination, assessment or collection of crude oil windfall profit taxes imposed by Section 4986 of the Code;
- I. To elect to amortize under Section 195 and 709 of the Code over the shortest permissible period all deferred organizational expenses and deferred business start-up expenditures.

The parties further agree that for United States Income Tax purposes, the gains and losses from sales, abandonments and other disposition of property and all classes of costs, expenses, credits, including depreciation and depletion, shall be shared and accounted for as follows:

1. All production and intangible drilling and development costs and all other classes of costs and expenses shall be allocated

as deductions to each party in accordance with its respective contributions to such costs;

2. Depreciation on tangible equipment shall be allocated to each party in accordance with its contributions to the adjusted bases of such equipment, as such adjusted basis is defined in the Internal Revenue Code of 1954, as amended, and any similar State Statute;
3. Deductions for depletion shall be computed by the parties as follows:
  - (a) If eligible for percentage or cost depletion, the depletion deduction shall be computed by each of the parties separately. Percentage depletion shall be calculated under IRC Section 613A(b), "Exemption for Certain Domestic Gas Wells," or IRC Section 613A(c), "Independent Producers and Royalty Owners," whichever is applicable.
  - (b) The partnership basis in oil or gas properties shall be allocated to each party in accordance with its respective contribution to such cost depletion base. Each partner shall maintain an individual basis account and compute his own allowance for either percentage depletion or cost depletion on all his properties. The depletion allowance deducted by the partners shall be treated as a reduction of the basis of the partnership property. In addition, each partner shall furnish their percentage or cost depletion calculation to Operator annually.
  - (c) Each party shall take into account for his depletion calculation such party's share of production, gross income, royalty obligations, expenses, contributions to the unadjusted cost basis of the joint property, all adjustments to basis and depletion allowance deductions reducing such party's basis.
4. Such investment credit as shall be allowed by Section 38 of the Internal Revenue Code of 1954, as amended, as well as any other credits shall be allocated to the parties in accordance with their respective contributions to the cost thereof.
5. Gains and losses from each sale, abandonment or other disposition of property (other than oil, gas or other hydrocarbon (substances)) will be allocated to the parties in such manner as will reflect the gains and losses that would have been includable in their respective Income Tax Returns if such property were held by the parties outside this agreement. The computations shall take into account each party's share of the proceeds derived from each sale or other disposition of such property during the year, selling expenses and the parties' respective contributions to the unadjusted cost basis of such property, allowed or allowable depreciation, depletion, amortization, credits or other deductions which have been allocated to each party with respect to such property as provided in this paragraph.
6. The Parties agree that for United States income tax purposes the distributive share of each of the parties hereto in each item of income, gain, loss deduction or credit including, but not by way of limitation, the classes of items specifically mentioned below, shall be determined as follows:
  - (a) All items of income, deductions and credits arising from the sale of hydrocarbons shall be allocated for all purposes to the party receiving the proceeds realized therefrom.
  - (b) The production costs shall be allocated as deductions to each Party in accordance with his or its respective contributions to such costs.

- (c) If any depreciation or intangible drilling and development costs are recaptured as a result of the disposition of any assets subject to this Exhibit, the character of the gain allocated under other provisions of this Exhibit shall be determined and allocated to the Parties in such a manner, and in proportion, that those Parties who originally received allocations of depreciation and intangible drilling and development cost deductions attributable to the assets disposed of shall be allocated the ordinary income element of any gain realized and recognized.
7. Each Party shall have a capital account consisting of the fair market value of its original contribution of either cash or properties to the joint operation, if any, increased by (i) the fair market value of additional capital contributions of that Party and (ii) that Party's share of income and gain for federal income tax purposes, and decreased by (x) the fair market value of distributions to that Party of cash or property and (y) that Party's share of losses and other items of deduction for federal income tax purposes. Except as specifically provided to the contrary herein, or unless the parties mutually agree otherwise, the fair market value of property contributed to the partnership by a party shall be assumed to be equal to the adjusted basis of the party in the property at the time of contribution. Partners shall be responsible for providing the Operator with a description of property contributed to the partnership and the partner's adjusted basis in such property within 60 days of the time of the contribution. The allocation of basis prescribed in Section 613A(c)(7)(D) of the Code shall not reduce capital accounts, but items of income, gain, loss or deduction computed by the Parties individually rather than by the joint operation as prescribed by Section 613A(c)(7)(D) of the Code, shall be deemed to increase or decrease, as the case may be, the individual capital accounts of the Parties; however, percentage depletion deductions in excess of a Party's cost depletion in a property shall not reduce such Party's capital account.
8. Upon any actual dissolution of the joint operation, the business of the joint operation shall be wound-up and concluded, and the assets of the joint operation shall be distributed as described below:
1. Debts of the joint operation, other than to Parties, shall be paid; then
  2. Debts owed by the joint operation to Parties shall be paid, then
  3. All remaining assets of the joint operation shall be distributed to the Parties as follows:
    - (a) All cash on hand representing unexpended contributions by each Party shall be returned to the respective contributor, then
    - (b) An amount required to adjust the Parties' capital accounts (after reflecting transactions under this paragraph 3) to the same proportion as the Parties' interests in the joint operation (after payout), shall be distributed to the Parties. Such proportionate distributions shall hereinafter be called "balancing the capital accounts". The fair market value of property to be distributed in balancing capital accounts shall be established by the written agreement of all Parties. In the event all of the Parties cannot agree as to the fair market value of property, the Operator shall cause a nationally recognized independent engineering firm to prepare an evaluation of fair market value of such property. No Party shall be liable for or obligated to make any additional contribution in

fair market value of the joint operation property is not sufficient to balance the capital accounts. The cash or property to be used in balancing the accounts shall be determined by one of the following methods:

- (1) If all the Parties consent, selected joint operation property may be sold to unrelated third parties to generate sufficient cash to balance the capital accounts, and such cash shall be distributed in the proper amounts among the Parties;
  - (2) If all the Parties consent, an undivided interest in selected joint operation properties shall be distributed to balance the capital accounts;
  - (3) Unless (1) or (2) above applies, an undivided interest in each and every joint operation property shall be distributed to balance the capital accounts;
  - (4) Notwithstanding the method of distribution applied in (1), (2) or (3) above, any Party which has relative deficit in its capital account shall be required to balance its capital account by contributing cash to the joint operation.
- (c) All remaining properties then held by the joint operations shall be distributed to the Parties in accordance with their respective interest (after payout).
- (d) Notwithstanding (b) or (c) above, if drilling or other operations have been conducted and payout has not been reached, then the assignments to be made to the Parties pursuant to (b) or (c) above shall provide that the Party which participated in such operation shall own the Undivided interest in such well and the production accruing thereto which the other Parties would otherwise acquire pursuant to (b) or (c) above, until the terms of such payout provision have been satisfied; thereafter, such well and the remaining production therefrom shall be owned as provided in (b) or (c) above. All assignments made under the provisions of this paragraph shall be by special warranty. Such assignments shall be made subject to the liability of each assignee for costs, expenses and liabilities theretofore incurred or for which commitment had been made by the Operator prior to the date of dissolution, and such costs, expenses and liabilities shall be allocated to such assignee pursuant to this Exhibit.

9. Partnership Items and Audits.

- (a) The operator is hereby designated the Tax Matters Partner (TMP) as defined in Section 6231 (a) (7) of the Code. This designation as TMP shall be effective only for operations conducted by the parties pursuant to this agreement.
- (b) The Partners shall furnish the TMP with such information (including the information specified in Section 6230(e) of the Code) as it may reasonably request which will permit it to provide the Internal Revenue Service with sufficient information so that proper notice can be mailed to such partners as provided in Section 6223 of the Code.

- (c) The TMP and other partners shall use their best efforts to comply with the responsibilities as outlined in this Section 9 and in Sections 6222 through 6232 of the Code, but shall incur no liability to any other partner for failure to fulfill such responsibilities.

Should there be a transfer of an interest under this Agreement income and deductions attributable to such interest shall not be allocated between the transferor and transferee in a prorata manner but shall be allocated according to the date the income was accrued and the date the expense was incurred.

When requested, each party agrees to provide Operator with all information readily available from the regularly maintained accounting records.

AGREED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1985.

CONSENT AND RATIFICATION

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE CAJA DEL RIO GRANDE UNIT

SANTA FE 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 Caja Del Rio Grande Unit embracing lands situated in Santa Fe County, New Mexico, which said Agreement is dated September 1, 1985, and acknowledge 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 had 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 acknowledgments.

Marjorie W. Black  
Marjorie W. Black, his wife

Bruce A. Black  
Bruce A. Black

ATTEST:

BLACK OIL, INC.

By: Marjorie W. Black  
Secretary

By: Bruce A. Black  
President

STATE OF NEW MEXICO )  
: ss  
COUNTY OF SAN JUAN )

The foregoing instrument was acknowledged before me this 3rd day of September, 1985 by BRUCE A. BLACK and MARJORIE W. BLACK, his wife.

My commission expires:  
9-13-86

Thomas Anderson  
Notary Public

STATE OF NEW MEXICO )  
: ss  
COUNTY OF SAN JUAN )

The foregoing instrument was acknowledged before me this 3rd day of September, 1985 by Bruce A. Black, President of BLACK OIL, INC., a New Mexico corporation, on behalf of said corporation.

My commission expires:  
9-13-86

Thomas Anderson  
Notary Public

CONSENT AND RATIFICATION  
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT  
FOR THE CAJA DEL RIO GRANDE UNIT  
SANTA FE 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 Caja Del Rio Grande Unit embracing lands situated in Santa Fe County, New Mexico, which said Agreement is dated September 1, 1985, and acknowledge 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 had 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 acknowledgments.

Jacqueline J. Weidler  
Jacqueline J. Weidler, his wife

Mark E. Weidler  
Mark E. Weidler

ATTEST:

MARJAC, INC.

By: Jacqueline J. Weidler  
Secretary

By: Mark E. Weidler  
President

STATE OF NEW MEXICO    )  
                                  : ss  
COUNTY OF SAN JUAN    )

The foregoing instrument was acknowledged before me this 29 day of August, 1985 by Mark E. Weidler and Jacqueline J. Weidler, his wife.

My commission expires:  
\_\_\_\_\_

Mary J. Martin  
Notary Public

STATE OF NEW MEXICO    )  
                                  : ss  
COUNTY OF SAN JUAN    )

The foregoing instrument was acknowledged before me this 29 day of August, 1985 by Mark E. Weidler, President of MARJAC, INC., a New Mexico corporation, on behalf of said corporation.

My commission expires:  
6-3-87

Mary J. Martin  
Notary Public

RATIFICATION - CAJA DEL RIO GRANDE UNIT  
Santa Fe County, New Mexico

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE CAJA DEL RIO GRANDE UNIT, Santa Fe County, New Mexico, and UNIT OPERATING AGREEMENT, CAJA DEL RIO GRANDE UNIT, Santa Fe County, New Mexico, have been executed as of the 1st day of September, 1985, by various persons conducting operations with respect to the Cajo Del Rio Grande Unit, located in Santa Fe County, New Mexcio, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A" shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: August 21, 1985

PELTO OIL COMPANY



G. B. Murrell  
Vice President

Address: One Allen Center, Suite 1800  
500 Dallas Street  
Houston, Texas 77002

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 21st day of August, 1985, by G. B. Murrell, Vice President, of PELTO OIL COMPANY, a Delaware corporation, on behalf of said corporation.

11-21-88  
My Commission Expires:

Barbara M. Sarvinger  
Notary Public

RECEIVED  
SEP 3 9 59 AM '85  
STAFF AND SERVICE



CAJA DEL RIO GRANDE UNIT

TRACT NO.	DESCRIPTION	ACRES	LEASE NO. & EXP. DATE	ROYALTY & PERCENTAGE	LESSEE OF RECORD	OVERRIDE OR PRO-DUCTION PAYMENT AND PERCENTAGE	WORKING INTEREST OWNER-PERCENTAGE
1	<u>T16N-R7E</u> Sec. 1: Lots1-7, SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{2}$ NE $\frac{1}{4}$ 10: Lots1-5, SE $\frac{1}{4}$ 11: Lot 1, S $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ N $\frac{1}{2}$ , NE $\frac{1}{2}$ NW $\frac{1}{4}$ 12: Lots1-4, W $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$	2212.03	NM-25053 3-1-86	USA 12.5%	Peyton Yates 50% Pellto Oil Co. 50%	Marijac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pellto Oil Co. 50%
2	<u>T16N-R7E</u> Sec. 13: Lots1-4, W $\frac{1}{2}$ E $\frac{1}{2}$ , W $\frac{1}{2}$ 14: All 15: Lots1-4, E $\frac{1}{2}$ 22: Lots1-4, E $\frac{1}{2}$	2252.01	NM-25047 3-1-86	USA 12.5%	Marijac, Inc. 50% Black Oil, Inc. 50%	None	Marijac, Inc. 50% Black Oil, Inc. 50%
3	<u>T16N-R7E</u> Sec. 23: All 24: Lots1-4, W $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$ 26: All 27: Lots1-4, E $\frac{1}{2}$	2414.93	NM-25052 3-1-86	USA 12.5%	Peyton Yates 50% Pellto Oil Co. 50%	Marijac, Inc. 2.5% Black Oil, Co. 2.5%	Peyton Yates 50% Pellto Oil Co. 50%
4	<u>T16N-R8E</u> Sec. 5: Lot 1, W $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ 7: Lots1-4, E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$ 8: Lots1-4, NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ 17: Lots1-4 18: Lots1-4, E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$ 19: Lots1-5, E $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{2}$ NE $\frac{1}{4}$ 20: Lots1, 2 30: Lots2, 3, 6, S $\frac{1}{2}$ SE $\frac{1}{4}$	2479.31	NM-25048 3-1-86	USA 12.5%	Mobil Producing Texas & New Mexico, Inc.	None	Mobil Producing Texas & New Mexico, Inc. - 100%
5	<u>T17N-R7E</u> Sec. 36: Lot 1  <u>T17N-R8E</u> Sec. 31: Lots 1, 2, 3, 5, NE/4 SW/4 30: Lot 1	182.39	NM-25069 3-1-86	USA 12.5%	Peyton Yates 100%	Marijac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 100%

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CAJA DEL RIO GRANDE UNIT

TRACT NO.	DESCRIPTION	ACRES	LEASE NO. & EXP. DATE	ROYALTY & PERCENTAGE	LESSEE OF RECORD	OVERRIDE OR PRO-DUCTION PAYMENT AND PERCENTAGE	WORKING INTEREST OWNER-PERCENTAGE
6	T17N-R8E Sec. 3: Lots 1-4, S <sup>1</sup> / <sub>2</sub> N <sup>1</sup> / <sub>2</sub> , N <sup>1</sup> / <sub>2</sub> S <sup>1</sup> / <sub>2</sub> , S <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub> 4: Lots 1-6, S <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> , E <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> 9: Lots 1-4, E <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> 10: W <sup>1</sup> / <sub>2</sub> 15: Lots 1, 2, NW <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> , SW <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub> , E <sup>1</sup> / <sub>2</sub> W <sup>1</sup> / <sub>2</sub> , S <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub>	1752.94	NM-25071 3-1-86	USA 12.5%	Marjac, Inc. 50% Black Oil, Inc. 50%	None	Marjac, Inc. 50% Black Oil, Inc. 50%
7	T17N-R8E Sec. 21: Lots 1-4, SE <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> 22: All	799.63	NM-25070 3-1-86	USA 12.5%	Marjac, Inc. 50% Black Oil, Inc. 50%	None	Marjac, Inc. 50% Black Oil, Inc. 50%
8	T18N-R8E Sec. 6: Lots 1-7, S <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub> , E <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub> 7: Lots 1-5, NE <sup>1</sup> / <sub>4</sub> , E <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> , NE <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> ..17: Lots 1, 2, E <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> , W <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> , E <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub> 18: Lots 1, 2 20: Lots 1-4, NE <sup>1</sup> / <sub>4</sub> , E <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> 29: Lots 1-3	2268.53	NM-25066 3-1-86	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
9	T18N-R7E Sec. 1: Lots 1-4, E <sup>1</sup> / <sub>2</sub> E <sup>1</sup> / <sub>4</sub>	2560.00	NM-25064 3-1-86	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
10	T18N-R8E Sec. 15: All 21: All 22: All 28: Lot 1, N <sup>1</sup> / <sub>2</sub> , N <sup>1</sup> / <sub>2</sub> S <sup>1</sup> / <sub>2</sub> , S <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	2558.23	NM-25062 3-1-86	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
11	T18N-R8E Sec. 27: All	640.00	NM-25061 3-1-86	USA 12.5%	Peyton Yates 100%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 100%
12	T19N-R8E Sec. 27: Lots 5-8, S <sup>1</sup> / <sub>2</sub> , S <sup>1</sup> / <sub>2</sub> N <sup>1</sup> / <sub>2</sub> 26: Lots 1-4, W <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub> , SW <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> 34: All 35: Lots 1-4, W <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> , NW <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	1658.75	NM-25055 3-1-86	USA 12.5%	Peyton Yates 50% Pelto Oil, Co. 50%	Marjac Inc 2.5% Black Oil Inc 2.5%	Peyton Yates 50% Pelto Oil, Co. 50%

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13	<u>T19N-R8E</u> Sec. 28: Lots 5,6,7,8, S4N4, S4 33: All	1233.36	NM-25054 3-1-86	USA 12.5%	Peyton Yates 50% Pelton Oil, Co. 50%	Marjac Inc 2.5% Black Oil Inc. 2.5%		Peyton Yates 50% Pelto Oil, Co. 50%
14	<u>T18N-R8E</u> Sec. 14: All	640.00	NM-25063 3-1-86	USA 12.5%	Peyton Yates 100%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%		Peyton Yates 100%
15	<u>T16N-R7E</u> Sec. 25: Lots 1-4, W4, W2E4 34: Lots 1-4, E4 35: All 36: Lots 1-4, W4, W2E4	2418.16	NM-25051 4-1-86	USA 12.5%	Marjac, Inc. 50% Black Oil Inc. 50%	None		Marjac, Inc. 50% Black Oil, Inc. 50%
16	<u>T16N-R7E</u> Sec. 8: All	640.00	NM-A 33114 5-1-88	USA 12.5%	Peyton Yates 50% Marjac, Inc. 25% Black Oil, Inc. 25%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%		Peyton Yates 50% Marjac, Inc. 25% Black Oil, Inc. 25%
17	<u>T18N-R8E</u> Sec. 33: Lots 1-5, E4, E4NW4, NE4SW4 34: All	1196.27	NM-25060 5-1-86	USA 12.5%	Marjac, Inc. 50% Black Oil, Inc. 50%	None		Marjac, Inc. 50% Black Oil, Inc. 50%
18	<u>T18N-R8E</u> Sec. 1: Lots 1-3 3: Lots 1-4, S4N4, S4 4: Lots 1-4, S4N4, S4 5: Lots 1-4, S4N4, S4 12: Lots 1-4, W4, W2SE4	2517.44	NM-25065 6-1-86	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%		Peyton Yates 50% Pelto Oil Co. 50%
19	<u>T19N-R8E</u> Sec. 29: All 30: All 31: All <u>T19N-R7E</u> Sec. 25: Lot 5-10, S4NE4, SE4SW4, SE4	2282.50	NM-25495 6-1-86	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%		Peyton Yates 50% Pelto Oil Co. 50%
20	<u>T16N-R8E</u> Sec. 31: Lots 2-8, NE4, N4SE4, SE4NW4, NE4SW4	554.92	NM-25050 9-1-87	USA 12.5%	Mobil Producing Texas & New Mexico, Inc.	None		Mobil Producing Texas Texas & New Mexico 100%
21	<u>T17N-R7E</u> Protracted Sec. 3: All 4: All	1320.00	NM-A 33115 3-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%		Peyton Yates 50% Pelto Oil Co. 50%

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22	T16N-R7E Protracted Sec. 1: N <sup>1</sup> /2NW <sup>1</sup> , SW <sup>1</sup> /4NW <sup>1</sup> except Lots 3&4 2: N <sup>1</sup> / <sub>4</sub> , SW <sup>1</sup> / <sub>4</sub> , N <sup>1</sup> /2SE <sup>1</sup> / <sub>4</sub> , Except Lots 1-4 3: All 4: All 5: All	2455.00	NM-A 25095 5-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
23	T16N-R7E Protracted Sec. 6: All 7: All 18: All	2020.00	NM-A 25088 5-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
24	T16N-R7E Protracted Sec. 9: All that portion lying ... within Caja Del Rio Grant 10: All that portion lying within Caja Del Rio Grant 16: All that portion lying within Caja Del Rio Grant 17: All that portion lying within Caja Del Rio Grant	1490.00	NM-A 25096 5-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
25	T17N-R7E Protracted Sec. 1: All 2: All	1320.00	NM-A 33117 5-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
26	T17N-R7E Protracted Sec. 9: All 10: All	1280.00	NM-A 25099 5-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
27	T17N-R7E Protracted Sec. 13: All 14: All 23: All 24: All	2560.00	NM-A 25101 5-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
28	T17N-R7E Protracted Sec. 15: All 16: All 21: All 22: All	2560.00	NM-A 25089 5-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%

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			LEASE NO.	EXP. DATE	ROYALTY	PERCENTAGE				
29	T17N-R7E Protracted Sec. 29: All 30: All 31: All 32: All	2559.00	NM-A 25087	5-1-88	USA	12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marijac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%	
30	T17N-R8E Protracted Sec. 19: All 29: N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{2}$ SW $\frac{1}{4}$ , except Lots 1-4 30: All, except Lot 1 31: NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{2}$ NE $\frac{1}{4}$ Except Lots 1-5	1792.00	NM-A 25078	5-1-88	USA	12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marijac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%	
31	T18N-R8E Protracted Sec. 7: All, except Lots 1-5, E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ 17: W $\frac{1}{2}$ SW $\frac{1}{4}$ , except Lots 1 & 2 18: All, except Lots 1&2 19: All 20: W $\frac{1}{2}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Except Lots 1-4	1820.00	NM-A 25080	5-1-88	USA	12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marijac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%	
32	T18N-R8E Protracted Sec. 28: SW $\frac{1}{2}$ SW $\frac{1}{4}$ , except Lot 1 29: All, except Lots 1-3 32: All 33: W $\frac{1}{2}$ W $\frac{1}{2}$ , SE $\frac{1}{2}$ SW $\frac{1}{4}$ Except Lots 1-5	1350.00	NM-A 25076	5-1-88	USA	12.5%	Marijac, Inc. 50% Black Oil, Inc. 50%	None	Marijac, Inc. 50% Black Oil, Inc. 50%	
33	T18N-R8E Protracted Sec. 30: All 31: All	1280.00	NM-A 33113	5-1-88	USA	12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marijac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%	
34	T15N-R7E Sec. 8: Lots 1,3,5, 9: Lots 1,3,5,7	112.32	NM-A 25074	5-1-88	USA	12.5%	Mobil Producing Texas & New Mexico	None	Mobil Producing Texas & New Mexico, Inc. - 100%	
35	T16N-R7E Sec. 19: That portion lying within the Caja Del Rio Grant 20: That portion lying within the Caja Del Rio Grant	305.00	NM-A 25094	6-1-88	USA	12.5%	Peyton Yates 50% Marijac, Inc. 25% Black Oil, Inc. 25%	Marijac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Marijac, Inc. 25% Black Oil, Inc. 25%	
36	T17N-R7E Protracted Sec. 5: All 6: All	1317.00	NM-A 25100	6-1-88	USA	12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marijac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%	

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37	T17N-R7E Protracted Sec. 7: All 8: All	1277.00	NM-A 33116 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
38	T17N-R7E Protracted Sec. 11: All 12: All	1280.00	NM-A 25102 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co.	Marjac, Inc. 2.5% Marjac, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
39	T17N-R7E Protracted Sec. 17: All 18: All 19: All 20: All	2556.00	NM-A 25090 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
40	T17N-R7E Protracted Sec. 25: All 26: All 35: All 36: All, except Lot 1	2493.00	NM-A 25079 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil, Co. 50%	Marjac Inc. 2.5% Black Oil Inc 2.5%	Peyton Yates 50% Pelto Oil, Co. 50%
41	T17N-R7E Protracted Sec. 27: All 28: All 33: All 34: All	2560.00	NM-A 25093 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
42	T17N-R8E Protracted Sec. 4: W <sub>2</sub> , W <sub>3</sub> , S <sub>4</sub> Except Lots 3-6 5: All 6: All 8: All	2202.82	NM-A 25075 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
43	T17N-R8E Protracted Sec. 7: All 17: All 18: All	1920.00	NM-A 25081 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
44	T17N-R8E Sec. 9: W <sub>4</sub> , S <sub>4</sub> , W <sub>4</sub> , N <sub>4</sub> Except Lots 1-4 16: All, except Lots 1-2 20: All 21: All, except Lots 1-4, S <sub>4</sub> , S <sub>5</sub>	2258.00	NM-A 25097 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%

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			EXP. DATE	ROYALTY & PERCENTAGE	LESSSEE OF RECORD	OVERRIDE OR PRO-DUCTION PAYMENT AND PERCENTAGE	WORKING INTEREST OWNER-PERCENTAGE					
45	T18N-R7E	2553.00	NM-A 25086	6-1-88	USA	Peyton Yates 50%	Marjac, Inc. 2.5%	Peyton Yates 50%	Black Oil, Inc. 2.5%	Peyton Yates 50%	Pelto Oil Co. 50%	Peyton Yates 50%
	Sec. 11: All											
	13: All											
	14: All											
15: All												
46	T18N-R7E	2514.00	NM-A 25085	6-1-88	USA	Marjac, Inc. 50%	Black Oil, Inc. 50%	None	None	Marjac, Inc. 50%	Black Oil, Inc. 50%	Marjac, Inc. 50%
	Sec. 16: All that part lying East of the Rio Grande River											
	20: All that part lying East of the Rio Grande River											
	21: All that part lying East of the Rio Grande River											
22: All												
23: All												
24: All												
47	T18N-R7E	2560.00	NM-A 25092	6-1-88	USA	Marjac, Inc. 50%	Black Oil, Inc. 50%	None	None	Marjac, Inc. 50%	Black Oil, Inc. 50%	Marjac, Inc. 50%
	Protracted											
	Sec. 25: All											
	26: All											
35: All												
36: All												
48	T18N-R7E	2560.00	NM-A 25091	6-1-88	USA	Marjac, Inc. 50%	Black Oil, Inc. 50%	None	None	Marjac, Inc. 50%	Black Oil, Inc. 50%	Marjac, Inc. 50%
	Protracted											
	Sec. 27: All											
	28: All											
33: All												
34: All												
49	T18N-R7E	2127.00	NM-A 25077	6-1-88	USA	Peyton Yates 50%	Pelto Oil Co. 50%	Marjac, Inc. 2.5%	Black Oil, Inc. 2.5%	Peyton Yates 50%	Pelto Oil Co. 50%	Peyton Yates 50%
	Sec. 29: All that portion lying South & East of the Rio Grande River											
	30: All that portion lying South & East of the Rio Grande River											
	31: All											
32: All												

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50	<u>T18N-R7E</u> Sec. 1: All, except Lots 1-4, E½	1925.00	NW-A 25082 6-1-88	USA 12.5%	Peyton Yates 50% Pelto Oil Co. 50%	Marjac, Inc. 2.5% Black Oil, Inc. 2.5%	Peyton Yates 50% Pelto Oil Co. 50%
	2: All that portion lying East of the Rio Grande River						
	10: All that portion lying East of the Rio Grande River						
	12: All except Lots 1,2,N½NE¼						
	<u>T19N-R7E</u> Sec. 35: All that portion lying East of the Rio Grande River						
51	<u>T16N-R7E</u> See Exhibit B-1 Tract #51	2588.53	NW-A 30098 4-1-93	USA 12.5%	Mobil Producing Texas & New Mexico, Inc.	None	Mobil Producing Texas & New Mexico, Inc. - 100%
52	<u>T15N-R7E</u> Sec. 1: Lots 7-10,N½N¼, 2: Lots 1-11, N½NE¼, NW¼, NE½SE¼, SE½SW¼ 3: Lots 1-7, NE¼, N½SE¼ 10: Lots 1,2,3,5,6 11: Lots 1,2	1521.39					
53	<u>T15N-R7E</u> See Exhibit B-1 Tract #53	790.29					
54	<u>T16N-R7E</u> See Exhibit B-1 Tract #54	2092.03					
55	<u>T16N-R7E</u> See Exhibit B-1 Tract #55	2090.41					
56	<u>T15N-R7E</u> See Exhibit B-1 Tract #56	2013.36					
57	<u>T19N-R7E</u> Sec. 36: W¼	320.00					
58	<u>T17N-R8E</u> Sec. 28: NW¼NW¼, except Lot 1	12.65					
59	<u>T18N-R7E</u> Sec. 12: Lots 1,2 NE½NE¼	102.73					

CAMPA DEL RIO GRANDE UNIT

TRACT NO.	DESCRIPTION	ACRES	LEASE NO. & EXP. DATE	ROYALTY & PERCENTAGE	LESSEE OF RECORD	OVERRIDE OR PRO-DUCTION PAYMENT AND PERCENTAGE	WORKING INTEREST OWNER-PERCENTAGE
60	T15N-R7E Sec. 10: Lot 7	2.31	Unleased				
61	T18N-R8E Sec. 7: W $\frac{1}{2}$ SW $\frac{1}{4}$ , except Lots 1 & 2	37.39	Unleased				
62	T16N-R7E Sec. 11: NW/4NW/4, except Lot 1	5.20	Unleased				
TOTAL 101,163.83 acres of Federal Lands							
63	T16N-R7E Sec. 2: Lots 1-4, S $\frac{1}{2}$ SE $\frac{1}{4}$	194.06	LH-3628 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
64	T16N-R8E Sec. 5: N/2	320.00	LH-3629 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
65	T16N-R8E Sec. 6: Lots 1,2, NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$	286.89	LH-3630 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
66	T17N-R8E Sec. 16: Lots 1,2	30.00	LH-3631 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
67	T17N-R8E Sec. 29: Lots 1-4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$	298.94	LH-3632 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
68	T17N-R8E Sec. 31: Lot 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$	319.57	LH-3633 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
69	T17N-R8E Sec. 32: All	640.00	LH-3634 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
70	T18N-R8E Sec. 2: Lots 1-6, SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$	398.82	LH-3635 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
71	T18N-R8E Sec. 16: All	640.00	LH-3636 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
72	T19N-R7E Sec. 36: Lots 1-6, E $\frac{1}{2}$ E $\frac{1}{4}$	277.56	LH-3637 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%

CAJA DEL RIO GRANDE UNIT

TRACT NO.	DESCRIPTION	ACRES	LEASE NO. & EXP. DATE	ROYALTY & PERCENTAGE	LESSEE OF RECORD	OVERRIDE OR PRO-DUCTION PAYMENT AND PERCENTAGE	WORKING INTEREST OWNER-PERCENTAGE
73	T19N-R8E Sec. 32: All	640.00	LH-3638 9-1-95	.125	Yates Petroleum Corp.		Yates Petroleum Corporation-100%
		TOTAL 4045.84 acres of State Lands					

T16N-R8E 964.86  
 Sec. 6: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
 19: Lot 6, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  E $\frac{1}{2}$ SW $\frac{1}{4}$   
 30: SHC, Lots 1, 4, 5, 7, E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$   
 31: SHC

That part of Cenequilla Grant lying within Sections 19 and 30.

T15N-R7E 75.61  
 Sec. 6: SHC  
 T17N-R8E 640.00  
 Sec. 3: S $\frac{1}{2}$ SE $\frac{1}{4}$   
 10: E $\frac{1}{4}$   
 15: NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$   
 T18N-R8E 160.00  
 Sec. 17: N $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$   
 W $\frac{1}{2}$ NE $\frac{1}{4}$

TOTAL 1840.47 acres of Unleased Fee Lands

RECAPITULATION	
101,163.83 acres Federal Lands	94.501352% of unit area
4,045.84 acres State Lands	3.779388%
1,840.47 acres Unleased Fee Lands	1.719260%
<b>TOTAL</b> 107,050.14 acres All Lands	<b>100.000000%</b> of unit area

CAJA DEL RIO GRANDE UNIT

EXHIBIT B-1

Meters and Bounds descriptions for Tracts 55,56,57,58,59,60,61,62,63

TRACT

DESCRIPTION

51

T16N-R7E

The following is a metes and bounds description of a certain Tract of unsurveyed land within La Majada Grant, T. 16 N., R. 7 E., NMPM, New Mexico:

Beginning at the closing corner between sections 22 and 27, T. 16 N., R. 7 E., on the east boundary of La Majada Grant, from which the corner for sections 22, 23, 26 and 27, T. 16 N., R. 7 E., bears East, 60.30 chs. dist.,

Thence, west, between sections 22 and 27, 19.78 chs. dist., to the corner of sections 21, 22, 27 and 28, if surveyed;

Thence, west, between sections 21 and 28, 80.00 chs. dist., to the corner of sections 20, 21, 28 and 29, if surveyed;

Thence, west, between sections 20 and 29, 80.00 chs. dist., to the corner of sections 19, 20, 29, and 30, if surveyed;

Thence, west, between sections 19 and 30, 79.84 chs. dist., to the corner of sections 19, 24, 25 and 30, on the west boundary of the township if surveyed;

Thence, North, along the range line between sections 19 and 24, T. 16 N., Rs. 6 and 7 E., 47.60 chs. dist. to a point intersecting the south boundary of the Caja Del Rio Grant;

Thence, East, along the south boundary of the Caja Del Rio Grant, 66.38 chs. dist., to an angle point;

Thence, N. 53°30' E., 16.75 chs. dist., to a point intersecting the N-S section line between sections 19 and 20, if surveyed;

Thence, N. 53°30' E., 37.80 chs. dist., to a point intersecting the E-W section line between sections 17 and 20, if surveyed;

Thence, N. 53°30' E., 61.82 chs. dist., to a point intersecting the N-S section line between sections 16 and 17, if surveyed;

Thence, N. 53°30' E., 45.19 chs. dist., to the 2 mile corner;

Thence, N. 54°27' E., 28.15 chs. dist., to a point intersecting the E-W section line between sections 9 and 16, if surveyed;

Thence, N. 54°27' E., 25.53 chs. dist., to a point intersecting the N-S section line between sections 9 and 10, if surveyed;

Thence, N. 54°27' E., 25.64 chs. dist., to a point intersecting the east boundary of La Majada Grant;

Thence, S. 0°01' E., along the east boundary of La Majada Grant, 17.03 chs. dist., to the 5 mile corner;

Thence, S. 1°08' W., 40.40 chs. dist., to the 5 1/2 mile corner;

Thence, S. 0°37' W., 40.67 chs. dist., to the 6 mile corner;

Thence, S. 0°13' E., 40.49 chs. dist., to the 6 1/2 mile corner;

Thence, S. 0°06' W., 40.75 chs. dist., to the 7 mile corner;

Thence, S. 0°32' W., 10.40 chs. dist., to the closing corner between sections 22 and 27, also being the point of beginning, containing 2616.5 acres more or less.

CAJA DEL RIO GRANDE UNIT

EXHIBIT B-1  
Meters and Bounds descriptions for Tracts 55, 56, 57, 58, 59, 60, 61, 62, 63

TRACT NO.	DESCRIPTION
53	<p><u>T15N-R7E</u> The following is a meters and bounds description of a certain tract of unsurveyed land within La Majada Grant, T. 15 N., R. 7 E., NMPM:</p> <p>Beginning at the 5 mile corner on the north boundary of the Santo Domingo Pueblo Grant, T. 15 N., R. 7 E., NMPM;</p> <p>Thence, N. 87°56' W., along the north boundary of the Santo Domingo Pueblo Grant, 21.22 chs. dist., to the closing corner between sections 7 and 12, T. 15 N., R. 7 E., NMPM, if surveyed;</p> <p>Thence, North, between sections 7 and 12, 26.50 chs. dist., to the corner of sections 1, 6, 7, and 12, if surveyed;</p> <p>Thence, East, between sections 6 and 7, 79.92 chs. dist., to the corner of sections 5, 6, 7 and 8 if surveyed;</p> <p>Thence, East, between sections 5 and 8, 80.00 chs. dist., to the corner of sections 4, 5, 8 and 9, if surveyed;</p> <p>Thence, East, between sections 4 and 9, 80.00 chs. dist., to the corner of sections 3, 4, 9 and 10, if surveyed;</p> <p>Thence, East, between sections 3 and 10, 19.09 chs. dist., to the closing corner between sections 3 and 10 on the east boundary of La Majada Grant;</p> <p>Thence, S. 0°01' W., 29.41 chs. dist., to a point intersecting the north boundary of the Mesita De Juana Lopez Grant;</p> <p>Thence, S. 74°14', 20.69 chs. dist., to a point intersecting the north boundary of the Santo Domingo Pueblo Grant;</p> <p>Thence, N. 87° 55' W., 18.19 chs. dist., to the 7<sup>th</sup> mile corner;</p> <p>Thence, N. 87°56' W., 39.79 chs. dist., to the 7 mile corner;</p> <p>Thence, N. 87°57' W., 40.14 chs. dist., to the 6<sup>th</sup> mile corner;</p> <p>Thence, N. 87°58' W., 34.46 chs. dist., to a point intersecting the north boundary of the Mesita De Juana Lopez Grant;</p> <p>Thence, N. 59°59' W., 29.32 chs. dist., to a point;</p> <p>Thence, west, along the north boundary of the Mesita De Juana Lopez Grant, 1.28 chs. dist., to a point;</p> <p>Thence, S. 1°31'E., 13.76 chs. dist., to a point intersecting the north boundary of the Santo Domingo Pueblo Grant;</p> <p>Thence, N. 87° 58' W., 59.20 chs. dist., to the 5 mile corner and point of beginning, containing 780.4 acres, more or less.</p>

CADA DEL RIO GRANDE UNIT

EXHIBIT B-1  
Metes and Bounds descriptions for Tracts 55, 56, 57, 58, 59, 60, 61, 62, 63

TRACT NO.	DESCRIPTION
54	<p>T16N-R7E The following is a metes and bounds description of a certain tract of unsurveyed land within La Majada Grant, T. 16 N., R. 7 E., NMPM, New Mexico:</p> <p>Beginning at the 7 1/4 mile corner on the east boundary of La Majada Grant;</p> <p>Thence, along the east boundary of La Majada Grant, S. 0°18' W., 41.91 chs. dist., to the 8 mile corner; S. 0°01' W., 8.02 chs. dist., to the closing corner of sections 27 and 34, T. 16 N., R. 7 E., NMPM, New Mexico;</p> <p>Thence, West, along the line between sections 27 and 34, 19.20 chs. dist., to the corner of sections 27, 28, 33 and 34 (if surveyed);</p> <p>Thence, West, along the line between sections 28 and 33, 80.00 chs. dist. to the corner of sections 28, 29, 32 and 33 (if surveyed);</p> <p>Thence, West, along the line between sections 29 and 32, 80.00 chs. dist. to the corner of sections 29, 30, 31 and 23 (if surveyed);</p> <p>Thence, West, along the line between sections 30 and 31, 79.92 chs. dist. to the corner of sections 25, 30, 31 and 36 on the west boundary of the township (if surveyed);</p> <p>Thence, North, along the line between sections 25 and 30, 80.00 chs. dist. to the corner of sections 19, 24, 25 and 30 (if surveyed);</p> <p>Thence, East, along the line between sections 19 and 30, 79.84 chs. dist. to the corner of sections 19, 20, 29 and 30 (if surveyed);</p> <p>Thence, East, along the line between sections 20 and 29, 80.00 chs. dist. to corner of sections 20, 21, 28 and 29 (if surveyed);</p> <p>Thence, East, along the line between sections 21 and 28, 80.00 chs. dist. to the corner of sections 21, 22, 27 and 28 (if surveyed);</p> <p>Thence, East, along the line between sections 22 and 27, 19.70 chs. dist. to the closing corner of sections 22 and 27 on the east boundary of La Majada Grant (if surveyed);</p> <p>Thence, S. 0°32' W., 30.08 chs. dist., to the point of beginning, containing 2074.5 acres, more or less.</p>

CANVA DEL RIO GRANDE UNIT  
EXHIBIT B-1  
Meters and Bounds descriptions for Tracts 55,56,57,58,59,60,61,62,63

TRACT NO.	DESCRIPTION
55	<p><u>T16N-R7E</u> Beginning at the closing corner between sections 3 and 34, Ts. 15 and 16 N., R. 7 E., NMPM, and the east boundary of La Majada Grant, from which the corner for sections 2, 3, 34 and 35, Ts. 15 and 16 N., R. 7 E., NMPM, bears East, 60.90 chs. dist.;</p> <p>Thence, West, along the township line between sections 3 and 34, Ts. 15 and 16 N., R. 7 E., NMPM, 19.10 chs. dist., to the corner of sections 3, 4, 33 and 34, if surveyed;</p> <p>Thence, West, between sections 4 and 33, Ts. 15 and 16 N., R. 7 E., NMPM, 80.00 chs. dist., to the corner of sections 4, 5, 32 and 33, if surveyed;</p> <p>Thence, West, between sections 5 and 32, Ts. 15 and 16 N., R. 7 E., NMPM, 80.00 chs. dist., to the corner of sections 5, 6, 31 and 32, if surveyed;</p> <p>Thence, West, between sections 6 and 31, Ts. 15 and 16 N., R. 7 E., NMPM, 80.00 chs. dist., to the corner of sections 1, 6, 31 and 36, Ts. 15 and 16 N., Rs. 6 and 7 E., NMPM, if surveyed;</p> <p>Thence, North, along the range line between sections 31 and 36, T. 16 N., Rs. 6 and 7 E., NMPM, 80.00 chs. dist. to the corner of sections 25, 30, 31 and 36 if surveyed;</p> <p>Thence, East, between sections 30 and 31, T. 16 N., R. 7 E., 79.92 chs. dist., to the corner of sections 29, 30, 31 and 32, if surveyed;</p> <p>Thence, East, between sections 29 and 32, 80.00 chs. dist., to the corner of sections 28, 29, 32 and 33, if surveyed;</p> <p>Thence, East, between sections 28 and 33, 80.00 chs. dist., to the corner of sections 27, 28, 33 and 34, if surveyed;</p> <p>Thence, East, between sections 27 and 34, 19.20 chs. dist., to the closing corner between sections 27 and 34, T. 16 N., R. 7 E., NMPM, and the east boundary of La Majada Grant;</p> <p>Thence, S. 0°01' W., 32.08 chs. dist., to the 8<math>\frac{1}{2}</math> mile corner;</p> <p>Thence, S. 0°01' W., 40.10 chs. dist., to the 9 mile corner;</p> <p>Thence, S. 0°01W., 7.82 chs. dist., to the closing corner between sections 3 and 34, also being the point of beginning containing 2072.9 acres, more or less.</p>

CADA DEL RIO GRANDE UNIT

EXHIBIT B-1  
Meters and Bounds descriptions for Tracts 55,56,57,58,59,60,61,62,63

TRACT NO.	DESCRIPTION
56	<p>T15N-R7E The following is a metes and bounds description of a certain tract of unsurveyed land within La Majada Grant, T. 15 N., R. 7 E.;</p> <p>Beginning at the 1918 closing corner for sections 3 and 34 Ts. 15 and 16 N., R. 7 E., NMPW, on the east boundary La Majada Grant, from which the corner for sections 2, 3, 34 and 35 bears East 60.90 chs. dist.,</p> <p>Thence, West, between sections 3 and 34, 19.10 chs. dist., to the corner of sections 3, 4, 33 and 34, if surveyed;</p> <p>Thence, West, between sections 4 and 33, 80.00 chs. dist., to the corner of sections 4, 5, 32 and 33, if surveyed;</p> <p>Thence, West, between sections 5 and 32, 80.00 chs. dist., to the corner of sections 5, 6, 31 and 32, if surveyed;</p> <p>Thence, West, between sections 6 and 31, 80.00 chs. dist., to the township corner of sections 1, 6, 31 and 36, Ts. 15 and 16 N., Rs. 6 and 7 E., NMPW, if surveyed;</p> <p>Thence, South, between sections 1 and 6, T. 15 N., Rs. 6 and 7 E., 80.00 chs. dist., to the corner of sections 1, 6, 7 and 12, if surveyed;</p> <p>Thence, East, between sections 6 and 7, 79.92 chs. dist., to the corner of sections 5, 6, 7 and 8, if surveyed;</p> <p>Thence, East, between sections 5 and 8, 80.00 chs. dist., to the corner of sections 4, 5, 8 and 9, if surveyed;</p> <p>Thence, East, between sections 4 and 9, 80.00 chs. dist., to the corner of sections 3, 4, 9 and 10, if surveyed;</p> <p>Thence, East, between sections 3 and 10, 19.09 chs. dist., to the 1918 closing corner on the east boundary of La Majada Grant;</p> <p>Thence, N. 0°01'E., along the E. boundary of La Majada Grant, 7.99 chs. dist., to the 10 mile corner;</p> <p>Thence, N. 0°01'E., 39.63 chs. dist., to the 9½ mile corner;</p> <p>Thence, N. 0°01' E., 32.28 chs. dist., to the closing corner for sections 3 and 34, the point of beginning, containing 2072.2 acres, more or less.</p> <p>Notel Tract A is included within the above description, the acreage for Tract A is 73.01 acres, a portion of Tract B is also included within the above description, the acreage for Tract B is 2.6 acres.</p> <p>less and except 73.01 acres in Tract A and 2.6 acres in a portion of Tract B, both of which are included in the above description.</p>