

RANDOLPH M. RICHARDSON

OIL AND GAS LAND AND UNIT CONSULTANT

FEDERAL - STATE - FEE

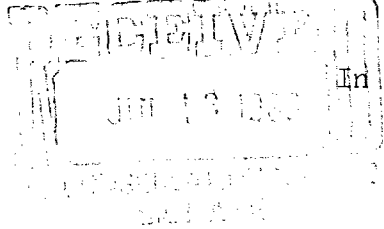
P. O. BOX 2423

ROSWELL, NEW MEXICO 88201

ATTORNEY AT LAW
NEW MEXICO - TEXAS

July 11, 1988

OFFICE 505 622-8801
HOME 505 622-7985



In re: Camp State Unit
Chaves County, New Mexico
OCD Case No. 9381
Order No. 8682

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

MS

Dear Ms. Davidson:

Pursuant to the captioned Order, I am enclosing complete copy of the Camp State Unit Agreement containing signatures, Consent and Ratifications and approval by the Commissioner of Public Lands.

This Unit is 90.5% State lands, 8.8% Fee Lands and only 0.7% Federal lands. The Federal lands were not committed, consequently, there is no Federal BLM Approval.

Please advise if you need anything additional at this time.

Very truly yours,

R.M. Richardson
R.M. Richardson

RMR:sy
enc.

cc: McKay Oil Corporation



NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL


COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated May 1, 1988, 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 29th day of June, 19 88.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

CAMP STATE UNIT AREA

CHAVES COUNTY, NEW MEXICO

NO. _____

THIS AGREEMENT, entered into as of the 1st day of May
19 88 by and between the parties subscribing, ratifying or consenting hereto, and
herein referred to as the "parties hereto";

WITNESSETH:

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

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

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

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

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

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

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

1. UNIT AREA: The following described land is hereby designated and recognized as constituting the unit area:

T-5-S, R-22-E, NMPM
Secs. 23, 24, 25, 26: All
Sec. 35: $N\frac{1}{2}$
Sec. 36: $N\frac{1}{2}$

T-5-S, R-23-E, NMPM
Secs. 19, 30, 31: All
Sec. 32: $W\frac{1}{2}$

Containing 5,453.34 Acres,
Chaves County, New Mexico

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

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

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

3. UNIT OPERATOR: McKay Oil Corporation, whose address is P.O. Box 2014, Roswell, New Mexico 88202 Is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of unit operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the unit operator acting in that capacity and not as an

owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

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

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

The resignation or removal of the unit operator under this agreement shall not terminate his right, title or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of unit operator becoming effective, such unit operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor unit operator, or to the owners thereof 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 and appurtenances needed for the preservation of wells.

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

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

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

8. DRILLING TO DISCOVERY: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the top of the _____ Abo _____ formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of 3,650 feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances

in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

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

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

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

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

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

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units, but in such event, the basis of participation by the working interest owners shall remain the same as if this agreement had not been terminated as to such lands; provided, however, the Commissioner shall give notice to the unit operator and the lessees of record in the manner prescribed by (Sec. 19-10-20 N.M. Statutes 1978 Annotated,) of intention to cancel on account of any alleged breach of said covenant for reasonable development and any

decision entered thereunder shall be subject to appeal in the manner prescribed by (Sec. 19-10-23 N.M. Statutes 1978 Annotated), and, provided further, in any event the unit operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this agreement shall be terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

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

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

Notwithstanding any provisions contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the unit operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

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

the entire unitized area. It is hereby agreed that production of unitized substances from the unitized area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tracts of said unitized area.

12. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES:

All rentals due the State of New Mexico shall be paid by the respective lease owners in accordance with the terms of their leases.

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

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

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

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

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

The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same

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

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

committed hereto upon which oil and gas, or either of them, has been discovered is discovered upon that portion of such lands not committed to this agreement, and are being produced in paying quantities prior to the expiration of the primary term of such lease, such production in paying quantities shall serve to continue such lease in full force and effect in accordance with its terms as to all of the lands embraced in said lease.

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

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

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

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

drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

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

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

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

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

22. LOSS OF TITLE: In the event title to any tract of unitized land or substantial interest therein shall fail, and the true owner cannot be induced to join the unit agreement so that such tract is not committed to this agreement, or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working, or other interest subject hereto, the unit operator may withhold payment or delivery of the allocated portion of the unitized

substances involved on account thereof, without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit Operator, as such, is relieved from any responsibility for any defect or failure of any title hereunder.

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

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

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

UNIT OPERATOR AND WORKING INTEREST OWNER

DATE: 6-20-88

ATTEST

BY Sharon R. Hamel
Asst. Secretary

McKay Oil Corporation
OPERATOR
By M. McKay SRK
President

STATE OF NEW MEXICO

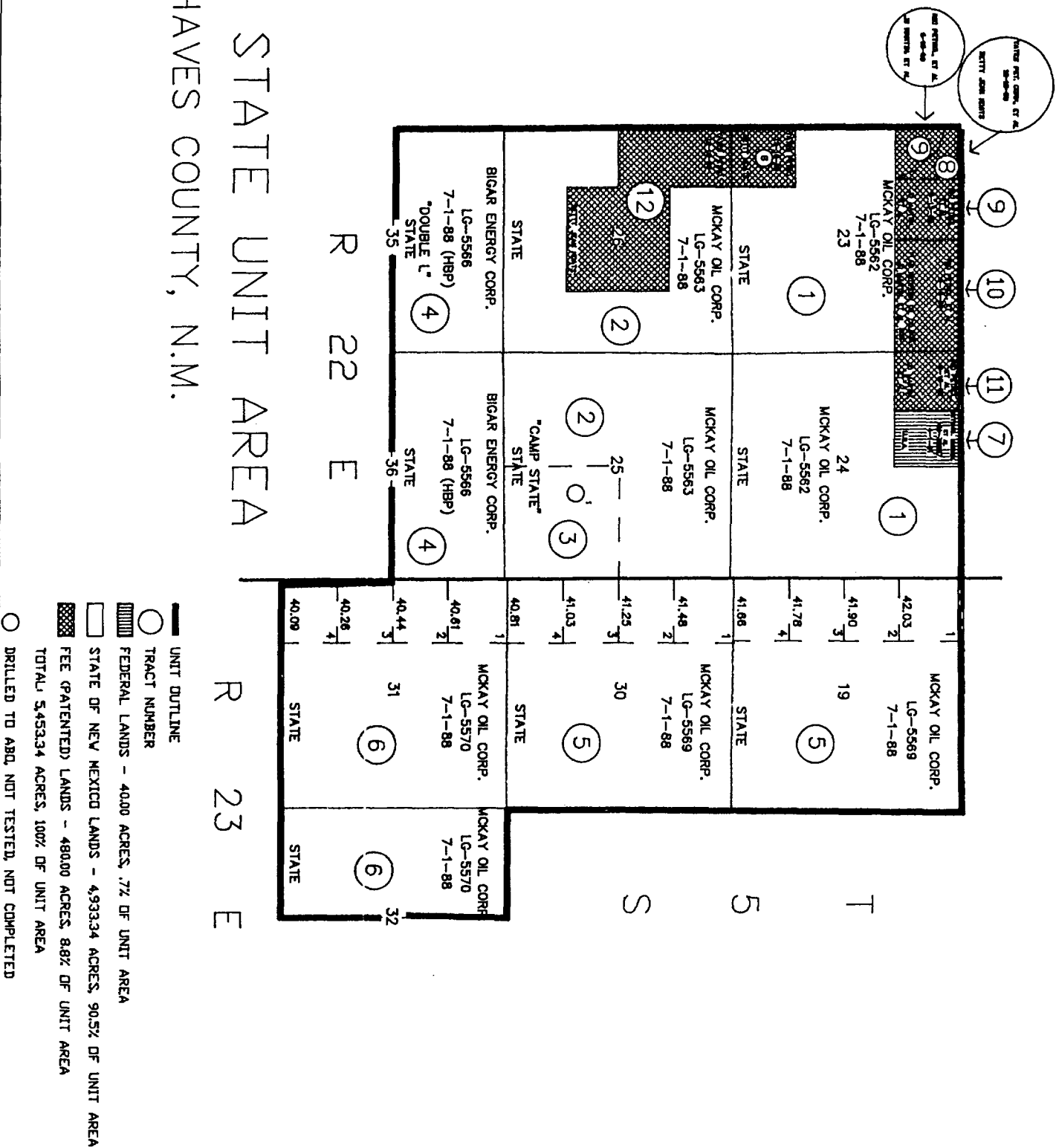
County of Chaves

CORPORATION ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this 23rd day of June, 1988
by Roy L. McKay, President
of McKay Oil Corporation, a New Mexico corporation
on behalf of said corporation.
My Commission Expires: 12-8-90 Randolph M. Liberman
Notary Public

EXHIBIT "A"

CAMP STATE UNIT AREA CHAVES COUNTY, N.M.



Schedule of Lands and Leases lying within the Camp State Unit Area, Chaves County, New Mexico

Township 5 South, Range 22 & 23 East, N.M.P.M.

TRACT NO.	LAND DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION	BASIC ROYALTY & OWNERSHIP	LESSEE OF RECORD & PERCENTAGE	ORI PERCENTAGE	WI OWNER & PERCENTAGE
STATE OF NEW MEXICO LANDS							
1. T5S-R22E							
Section 23:	S/2N/2, N/2S/2, SE/4SW/4, S/2SE/4	1,000.00	LG-5562-3 7-01-88	State of N.M.-12.5% McKay Oil Corporation	100%	C. Richard Overly-.16605%, William C. Longquist, Jr. -.16605%, Mittis H. Oakes-.02187%, Gayle A. Dalton-.00729%, Milton R. Fry-.00374%, Melvin & Marvin Wolf-9%, Gary Mitchell-.66667%, Ernest Otto-.33333% McKay Oil Corp.-2.094997%, Royale Energy Company-.75%	McKay Oil Corporation McKay Children's Trust LOG Partners 51.875% 41.875% 6.25%
Section 24:	NE/4, S/2NW/4, S/2						
2. T5S-R22E							
Section 25:	N/2, SW/4	880.00	LG-5563-3	State of N.M.-12.5% McKay Oil Corporation	100%	C. Richard Overly-.16605%, William C. Longquist, Jr. -.16605%, Mittis H. Oakes-.02187%, Gayle A. Dalton-.00729%, Milton R. Fry-.04374%, Melvin & Marvin Wolf-9%, Gary Mitchell-.66667%, Ernest Otto-.33333% McKay Oil Corp.-2.094997%, Royale Energy Company-.75%	McKay Oil Corporation McKay Children's Trust LOG Partners 51.875% 41.875% 6.25%
Section 26:	N/2NE/4, SE/4NE/4, S/2S/2, NE/4SE/4 NE/4NW/4, NW/4SW/4	7-01-88		and The McKay Children's Trust			

TRACT NO.	LAND DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION	BASIC ROYALTY & OWNERSHIP	LESSEE OF RECORD & PERCENTAGE	ORI PERCENTAGE	WI OWNER & PERCENTAGE
3. T5S-R22E							
Section 25:	SE/4	160.00	LG-5563-3 7-01-88	State of N.M.-12.5%	McKay Oil Corporation and The McKay Children's Trust	100%	C. Richard Overly-.16605%, William C. Lonquist, Jr. -.16605%, Mittis H. Oakes-.02187%, Gayle A. Dalton-.00729%, Milton R. Fry-.04374%, Melvin & Marvin Wolf-.9%, Gary Mitchell-.66667%, Ernest Otto-.33333%, McKay Oil Corp.-12.095%
							McKay Oil Corporation McKay Children's Trust OilSearch Corporation May Petroleum, Inc. Cumo Resources, Inc. Fuller Petroleum, Inc.
							61.156% 21.094% .25% 7.5% 5.0% 5.0%
4. T5S-R22E							
Section 35:	N/2	640.00	LG-5566 7-01-88 (HBP)	State of N.M.-12.5%	Inexco Oil Company	100%	Inexco Oil Company-10%
Section 36:	N/2						Bigar Energy Corporation
							100%

TRACT NO.	LAND DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION	BASIC ROYALTY & OWNERSHIP	LESSEE OF RECORD & PERCENTAGE	ORI PERCENTAGE	MI OWNER & PERCENTAGE		
5.	T5S-R23E								
	Section 19: Lots 1(42.03), 2(41.90)	1,291.94	LG-5569-3	State of N.M.-12.5%	McKay Oil Corporation	100%	C. Richard Overly-.16605%, William C. Lonquist, Jr.	McKay Oil Corporation McKay Children's Trust	51.875% 41.875%
	3(41.78), 4(41.66), E/2, E/2W/2 (a11)		7-01-88				-.16605%, Mittis H. Oakes-.02187%, Gayle A. Dalton-.00729%, Milton R. Fry-.04374%, Melvin & Marvin Wolf-9%, Gary Mitchell-.66667%, Ernest Otto-.33333%	LOG Partners	6.25%
	Section 30: Lots 1(41.48), 2(41.25), 3(41.03), 4(40.81), E/2, E/2W/2 (a11)						McKay Oil Corp.-2.094997%, Royale Energy Company-.75%		
6.	T5S-R23E								
	Section 32: W/2	961.40	LG-5570-3	State of N.M.-12.5%	McKay Oil Corporation	100%	C. Richard Overly-.16605%, William C. Lonquist, Jr.	McKay Oil Corporation McKay Children's Trust	51.875% 41.875%
	Section 31: Lots 1(40.61), 2(40.44), 3(40.26), 4(40.09), E/2, E/2W/4 (a11)		7-01-88				.16605%, Mittis H. Oakes-.02187%, Gayle A. Dalton-.00729%, Milton R. Fry-.04374%, Melvin & Marvin Wolf-9%, Gary Mitchell-.66667%, Ernest Otto-.33333%	LOG Partners	6.25%
							McKay Oil Corp.-2.094997%, Royale Energy Company-.75%		

TOTAL STATE OF NEW MEXICO LANDS, 6 TRACTS, 4,933.34 ACRES

TRACT NO.	LAND DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION	BASIC ROYALTY & OWNERSHIP	LESSEE OF RECORD & PERCENTAGE	ORI PERCENTAGE	MI OWNER & PERCENTAGE
-----------	------------------	--------------	-------------------------	---------------------------	-------------------------------	----------------	-----------------------

FEDERAL LANDS

7.	T5S-R22E						
	Section 24: NE/4NW/4	40.00	NM-38867 3-31-91	USA - 12.5%	Kaiser Energy Inc. Mitchell Energy Corporation	50% none	Kaiser Energy Inc. Mitchell Energy Corporation
						50%	50%

TOTAL FEDERAL LANDS, 1 TRACT, 40.00 ACRES

TRACT NO.	LAND DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION	BASIC ROYALTY & OWNERSHIP	LESSEE OF RECORD & PERCENTAGE	ORI PERCENTAGE	WI OWNER & PERCENTAGE
-----------	------------------	--------------	-------------------------	---------------------------	-------------------------------	----------------	-----------------------

FEE (PATENTED) LANDS

8. T5S-R22E

Section 23:	SW/4SW/4, NW/4NW/4 except therefrom the following described tract: Beginning at the northeast corner of said NW/4NW/4, thence south to the southeast corner of said NW/4NW/4, then west 250 feet, thence north 36° 56' west, 220 feet, thence north 37° 14' west, 1,340 feet, thence north 65° 10' west, 195 feet, to subdivision line, thence north 40 feet to the northwest corner of said NW/4NW/4, thence east to the point of beginning and containing 22.8 acres.	57.20	12-18-89	Betty Jean Moats - 12.5%	Yates Petroleum Corporation 40% Yates Drilling Company 20% Abo Petroleum Corporation 20% Estate of Martin Yates III 20%	none	Yates Petroleum Corporation 40% Yates Drilling Company 20% ABO Petroleum Corporation 20% Estate of Martin Yates III 20%
-------------	---	-------	----------	--------------------------	--	------	--

9. T5S-R22E

Section 23:	NE/4NW/4, and the following tract of lands in the NW/4NW/4, described as follows: Beginning at the northeast corner of said NW/4NW/4, thence south to the southeast corner of said NW/4NW/4, then west 250 feet, thence north 36° 56' west, 220 feet, thence north 37° 14' west, 1,340 feet, thence north 65° 10' west, 195 feet, to subdivision line, thence north 40 feet to the northwest corner of said NW/4NW/4, thence east to the point of beginning and containing 22.8 acres.	62.80	6-15-89	Jerry Don Martin & wife Maneta and Ronald Charles Martin & wife Betty S. - 12.5%	Rio Petrol, Inc. 54% Stevens Oil Company 30% Stevens Resources 10% John D. Cadigan 6%	Sam D. Gardiner - 1%	Rio Petrol, Inc. 54% Stevens Oil Company 30% Stevens Resources 10% John D. Cadigan 6%
-------------	--	-------	---------	--	--	----------------------	--

TRACT NO.	LAND DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION	BASIC ROYALTY & OWNERSHIP	LESSEE OF RECORD & PERCENTAGE	ORI PERCENTAGE	WI OWNER & PERCENTAGE	
10. T5S-R22E Section 23: N/2NE/4		80.00		(40.00) open *	Flag-Redfern Oil Co.			Unleased
		(40.00)	6-15-89	Jerry Don Martin & wife Maneta and Ronald Charles Martin & wife Betty S. - 12.5%	Rio Petrol, Inc. Stevens Oil Company Stevens Resources John D. Cadigan			Rio Petrol, Inc. Stevens Oil Company Stevens Resources John D. Cadigan
11. T5S-R22E Section 24: NW/4NW/4		40.00	6-15-89	Jerry Don Martin wife Maneta and Ronald Charles Martin & wife Betty S. - 12.5%	Rio Petrol, Inc; Stevens Oil Company Stevens Resources John D. Cadigan			Rio Petrol, Inc. Stevens Oil Company Stevens Resources John D. Cadigan

* open refers to unleased minerals interests

TRACT NO.	LAND DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION	BASIC ROYALTY & OWNERSHIP	LESSEE OF RECORD & PERCENTAGE	ORI PERCENTAGE	WI OWNER & PERCENTAGE
12.	T55-R22E						
Section 26:	W/2NW/4, SE/4NW/4, NE/4SW/4, SW/4NE/4, NW/4SE/4	240.00	12-18-89	Betty Jean Moats - 12.5%	Yates Petroleum Corporation 40% Yates Drilling Company 20% ABO Petroleum Corporation 20% Estate of Martin Yates III 20%	none	Yates Petroleum Corporation 40% Yates Drilling Company 20% ABO Petroleum Corporation 20% Estate of Martin Yates III 20%
							100%

TOTAL FEE (PATENTED) LANDS, 5 TRACTS,- 480.00 ACRES

RECAPITULATION

STATE LANDS	4,933.34 ACRES	90.5% OF UNIT AREA
FEDERAL LANDS	40.00 ACRES	0.7% OF UNIT AREA
FEE LANDS	480.00 ACRES	8.8% OF UNIT AREA
TOTAL UNIT ACREAGE	5,453.34 ACRES	100% OF UNIT AREA

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

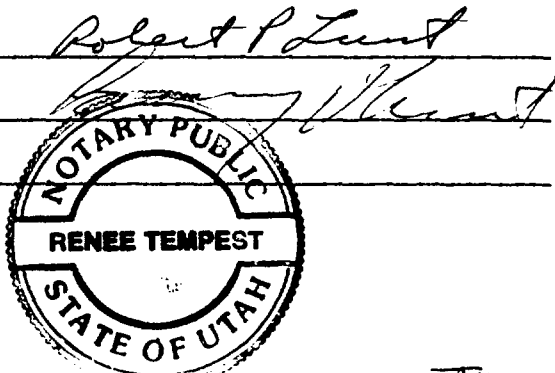
The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

Tracts 1, 2, 5, 6

STATE OF ~~Salt~~ Utah)
COUNTY OF Salt Lake) ss.

INDIVIDUAL



The foregoing instrument was acknowledged before me this 24th day of June, 1988, by Robert P. Lunt and Larry V. Lunt.

My Commission Expires: 4/9/89 Renee Tempest
Notary Public

CORPORATE

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires: _____ Notary Public _____

CONSENT AND RATIFICATION
 CAMP STATE UNIT AGREEMENT
 CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

 The McKay Children's Trust
 By: Doyle L. Howerton
 Doyle L. Howerton, Trustee
 Tracts 1-2-3-5-6

INDIVIDUAL

STATE OF New Mexico)
 : ss.
 COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 13th day of June, 1988, by Doyle L. Howerton, Trustee of The McKay Children's Trust, on behalf of said Trust.
 My Commission Expires: 1-30-92
Sharon D. Hamilton
 Notary Public

CORPORATE

STATE OF _____)
 : ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.
 My Commission Expires: _____

 Notary Public

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

ROYALE ENERGY COMPANY
BY: *[Signature]*
DOUG HOSMER, VICE PRESIDENT
Tracts 1-2-5-6
ERR
INDIVIDUAL

STATE OF California)
: ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 17th day of June, 1988, by _____.

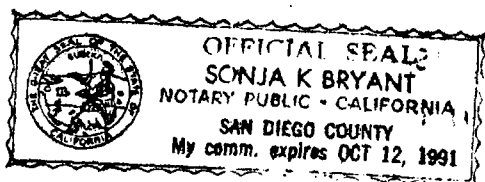
My Commission Expires: _____ Notary Public

CORPORATE

STATE OF California)
: ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 17th day of June, 1988, by Doug Hosmer who is Vice President of Royale Energy Company, a California corporation, for and on behalf of said corporation.

My Commission Expires: _____ Notary Public
[Signature]



CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

William C. Lonquist, Jr.
William C. Lonquist, Jr.
SS #453-30-5621

INDIVIDUAL

Tracts 1-2-3-5-6
ORR

STATE OF TEXAS)
COUNTY OF HARRIS) : SS. 454-92-5686

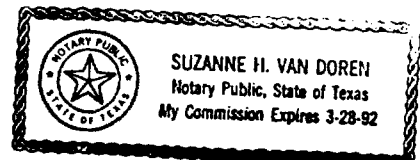
The foregoing instrument was acknowledged before me this 20 day of June, 1988, by William C. Lonquist, Jr.

My Commission Expires: 3/28/92

Suzanne H. Van Doren
Notary Public

CORPORATE

STATE OF _____)
COUNTY OF _____) : SS.



The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

Milton R. Fry
Milton R. Fry
SS #205-44-8467

INDIVIDUAL

Tracts 1-2-3-5-6
ORR

STATE OF TEXAS)
COUNTY OF HARRIS) : SS. 454-92-5686

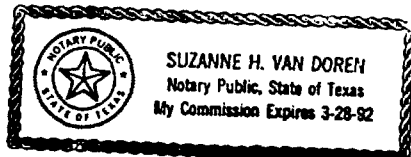
The foregoing instrument was acknowledged before me this 30 day of June, 1988, by Milton R. Fry

My Commission Expires: 3/28/92

Suzanne H. Van Doren
Notary Public

CORPORATE

STATE OF _____)
COUNTY OF _____) : SS.



The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

Millis H. Oakes

Millis H. Oakes
SS #570-30-2339

INDIVIDUAL

STATE OF TEXAS)
COUNTY OF HARRIS) : SS. 454-92-5686

Tracts 1-2-3-5-6
ORR

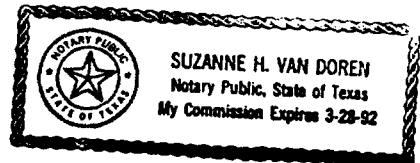
The foregoing instrument was acknowledged before me this 20 day of June, 1988, by Millis H. Oakes.

My Commission Expires: 3/28/92

Suzanne H. Van Doren
Notary Public

CORPORATE

STATE OF _____)
COUNTY OF _____) : SS.



The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

Gayle A. Dalton
Gayle A. Dalton
SS #523-54-3062

INDIVIDUAL

Tracts 1, 2, 3, 5, 6
ORR

STATE OF TEXAS)
COUNTY OF HARRIS) : SS. 454-92-5686

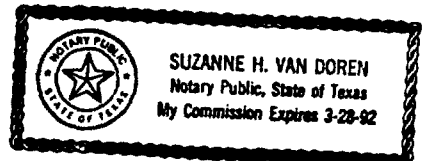
The foregoing instrument was acknowledged before me this 20 day of June, 1988, by Gayle A. Dalton

My Commission Expires: 3/28/92

Suzanne H. Van Doren
Notary Public

CORPORATE

STATE OF _____)
COUNTY OF _____) : SS.



The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

Marvin Wolf
1675 Broadway, Suite 1600
Denver, Colorado 80202

INDIVIDUAL

STATE OF Colorado)
COUNTY OF Denver) : ss.

Tracts 1-2-3-5-6
ORR

The foregoing instrument was acknowledged before me this 14th day of June, 1988, by Marvin Wolf.

My Commission Expires: June 14, 1989

Debra Werner
Notary Public

CORPORATE

STATE OF _____)
COUNTY OF _____) : ss.

Debra Werner
Notary Public, State of Colorado
Suite 1020, 1675 Broadway, Denver, Colorado 80202



The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.  

~~Melvin Wolf~~
~~1675 Broadway, Suite 1600~~
~~Denver, Colorado 80202~~

INDIVIDUAL

Tracts 1-2-3-5-6
ORR

STATE OF Colorado)
)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 14th day of June,
1988, by Melvin Wolf

My Commission Expires: June 14, 1989

Notary Public

CORPORATE

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

Ernest P. Otter

INDIVIDUAL

Tracts 1-2-3-5-6
ORR

STATE OF COLORADO)
 : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this TH day of JUNE, 1988, by ERNEST P. OTTO .

My Commission Expires: 10-31-90

Notary Public

CORPORATE

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION
CAMP STATE UNIT AGREEMENT
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Camp State Unit Area embracing lands situated in Chaves County, New Mexico, which said Agreement is dated the 1st day of May, 1988, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned, also being the owners of the leasehold, royalty, or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the Camp State Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit 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.

Gary C. Mitchell

INDIVIDUAL

Tracts 1-2-3-5-6
ORR

STATE OF Colorado)
City of : ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7th day of June, 1988, by Gary C. Mitchell.

My Commission Expires: 8-22-88

Holly K. Young
Notary Public

410-17th Street #830
Denver, CO 80202

CORPORATE

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is _____ of _____, a _____ corporation, for and on behalf of said corporation.

My Commission Expires: _____

Notary Public

Unit Name Camp State Unit Agreement
Operator McKay Oil Corporation
County Chaves County, New Mexico

OCD

DATE	OCC CASE NO. 9381	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TERM
APPROVED	OCC ORDER NO. R-8682							
OCD: June 29, 1988		June 29, 1988	5,453.34	4,933.34	40.00	-0-	480.00	Strict
CPL: June 29, 1988								5 yrs and so long as

UNIT AREA

TOWNSHIP 5 SOUTH, RANGE 22 EAST, NMPM

Sections: 23, 24, 25, 26: All

Section 35: N/2

Section 36: N/2

TOWNSHIP 5 SOUTH, RANGE 23 EAST NMPM

Sections: 19, 30, 31: All

Section: 32: W/2

Unit Name Camp State Unit Agreement
 Operator McKay Oil Corporation
 County Chaves County, New Mexico

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED		ACRES	ACREAGE		LESSEE
							DATE	NOT		RATIFIED	NOT	
1	LG-5562	C. S.	23	5S	22E	S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$	6/20/88		1,000.00			McKay Oil Corp.
2	LG-5563	C. S.	25	5S	22E	N $\frac{1}{2}$, SW $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	6/20/88		880.00			McKay Oil Corporation The McKay Children's trust
3	LG-5563-3	C. S.	25	5S	22E	SE $\frac{1}{4}$	6/20/88		160.00			McKay Oil & Children'
4	LG-5566	C. S.	35	5S	22E	N $\frac{1}{2}$						Inexco Oil Company
5	LG-5569-3	C. S.	36	5S	22E	N $\frac{1}{2}$					640.00	
5		C. S.	19	5S	23E	Lots 1, 2, 3, 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$ (All)						
6	LG-5570	C. S.	30	5S	23E	Lots 1, 2, 3, 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$ (All)	6/20/88		1,291.94			McKay Oil Corporation
		C. S.	32	5S	23E	W $\frac{1}{2}$						
		C. S.	31	5S	23E	Lots 1, 2, 3, 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	6/20/88		961.40			McKay Oil Corporation

EXHIBIT "A"

CAMP STATE UNIT AREA
CHAVES COUNTY, N.M.

