



JIM BACA
COMMISSIONER

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

#9248

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

November 17, 1992

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

Attention: Ms. Kathy H. Porter

Re: Termination of Hard as Nails State Unit

Dear Ms. Porter:

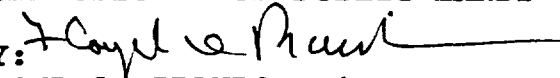
This office is in receipt of your letter of November 12, 1992, together with 100% of the working interest owners requesting the Hard as Nails State Unit be terminated.

Please be advised that the Hard as Nails State Unit has this date been terminated effective November 17, 1992. Please advise all interested parties of this action.

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

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: 
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
JB/FOP/pm
encls.
cc: Reader File

Unit Name HARD AS NAILS STATE UNIT
Operator YATES PETROLEUM CORPORATION

County CHAVES COUNTY, NEW MEXICO

TERMINATED

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED		ACRES	LESSEE
							DATE	ACRES	NOT RATIFIED	
1.	LG-4921	T Wat Res	27	9S	26E	S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	11/9/87	160.00		Depco, Inc.
2.	LG-4922	C. S.	33	9S	26E	SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	10/6/87	520.00		Yates Petroleum Corp.
3.	LG-5079-1	C. S.	34	9S	26E	E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	10/6/87	40.00		Yates Petroleum Corp.
4.	LG-5080-1	C. S.	33	9S	26E	SE $\frac{1}{4}$ SE $\frac{1}{4}$	10/6/87	80.00		Yates Petroleum Corp.
5.	LG-5231	C. S.	34	9S	26E	NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$	10/6/87	320.37		Yates Petroleum Corp.
6.	LG-5522-1	C. S.	3	10S	26E	Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$	10/6/87	120.00		Yates Petroleum Corp.
7.	V-941-1	C. S.	33	9S	26E	N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	11/2/87	40.00		Apache Corporation
8.	LG-7420-1	C. S.	34	9S	26E	SW $\frac{1}{4}$ NE $\frac{1}{4}$	11/2/87	120.00		Apache Corporation
9.	LG-8138	T Wat Res	27	9S	26E	E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	10/6/87	480.00		Yates Petroleum Corp.
10.	LG-8365	C. S.	33	9S	26E	NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	10/29/87	120.00		Armstrong Energy Corp.
11.	LG-8366	C. S.	34	9S	26E	NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$	10/6/87	80.00		Yates Petroleum Corp.

TERMINATED

EFFECTIVE DATE NOV 17 1992

APPROVAL DATE NOV 17 1992

Unit Name HARD AS NAILS STATE UNIT
Operator YATES PETROLEUM CORPORATION
County CHAVES COUNTY, NEW MEXICO

TERMINATED

DATE	OCC CASE NO. 9248	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN-FEE
APPROVED	OCC ORDER NO. R-8538					
OCD: 11/6/87		November 17, 1987	2,080.37	2,080.37	-0-	-0-
CPL: 11/17/87						

UNIT AREA

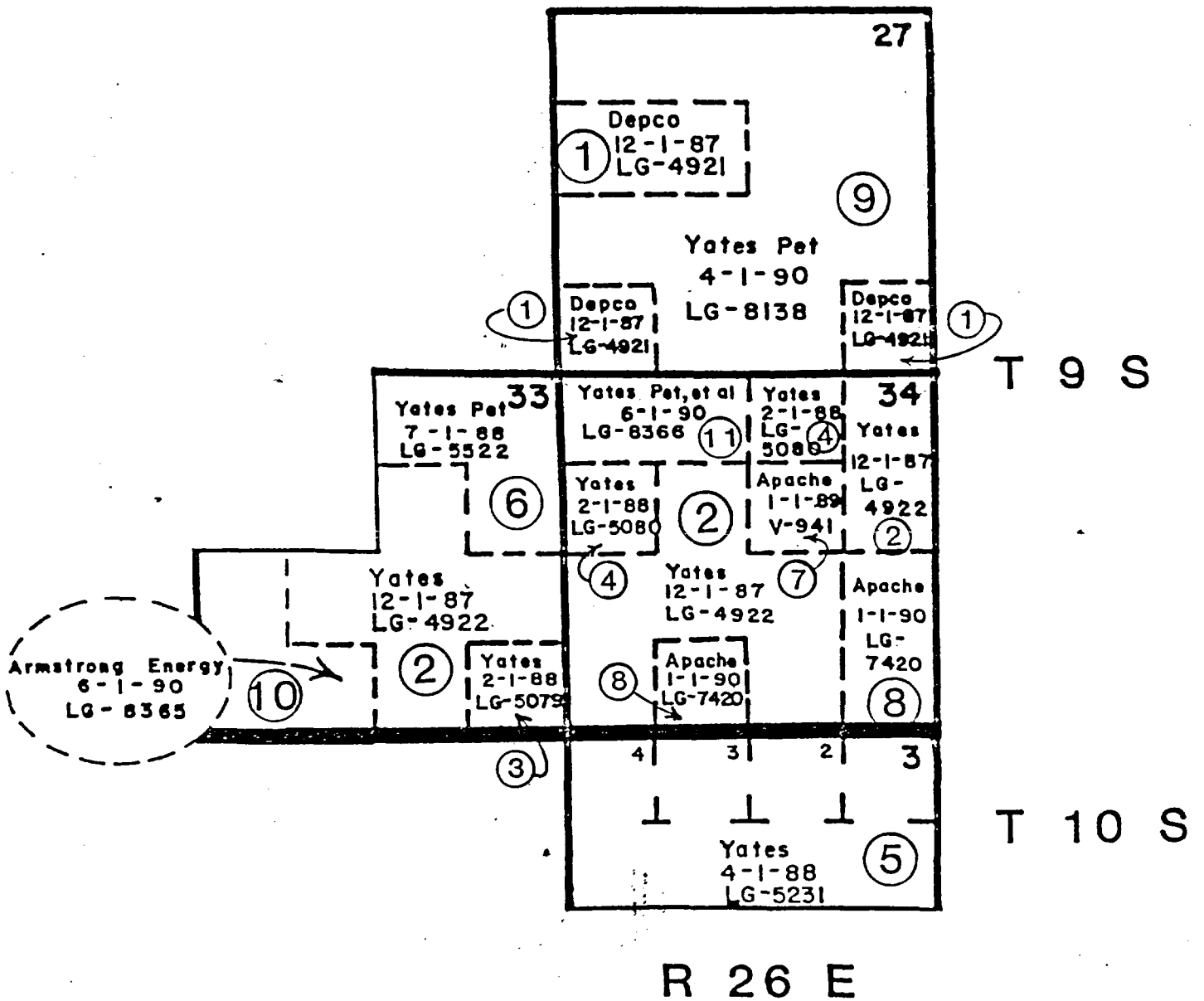
TOWNSHIP 9 SOUTH, RANGE 26 EAST, NMPM

Section 27: All
Section 33: S $\frac{1}{2}$, NE $\frac{1}{4}$
Section 34: All

TOWNSHIP 10 SOUTH, RANGE 26 EAST, NMPM

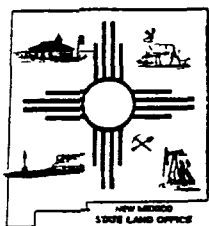
Section 3: N $\frac{1}{2}$

TERMINATED
EFFECTIVE DATE NOV 17 1992
APPROVAL DATE NOV 17 1992



TERMINATED

YATES PETROLEUM
EXHIBIT "A"
HARD AS NAILS STATE UNIT
CHAVES COUNTY, NEW MEXICO



State of New Mexico
Commissioner of Public Lands

9248

W. R. Humphries
COMMISSIONER

April 30, 1990

Advisory Board

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

Kristin Conniff
Vice Chairman

Melvin Cordova

Joe Kelly
ATTN: Ms. Janet Richardson

Robert Portillos

Nancy Lynch Vigil
RE: Hard as Nails State Unit
1990 Plan of Development

Rex Wilson

Gentlemen:

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

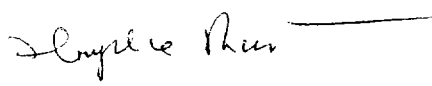
The possibility of drainage by wells outside of the Unit Area and the need for further development of the Unit may exist. You will be contacted at a later date regarding these possibilities.

Enclosed is an approved copy of the 1990 Plan of Development for your files. If we may be of further help, please do not hesitate to contact this office at (505) 827-5746.

Very truly yours,

W.R. HUMPHRIES,
COMMISSIONER OF PUBLIC LANDS

BY:


FLOYD O. PRANDO, Director
Oil and Gas Division
(505) 827-5746

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

WRH/FOP/SMH

State of New Mexico

OCD



W.R. HUMPHRIES
COMMISSIONER

Commissioner of Public Lands

August 24, 1989

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

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

#9248

ATTN: Janet Richardson

RE: Hard as Nails State Unit
Chaves County, New Mexico
Plan of Development

Gentlemen:

The Commissioner of Public Lands has this date approved your 1989 Plan of Development. Our approval is subject to like approval by all other appropriate agencies.

Enclosed is an approved copy for your files. If we may be of further help, please do not hesitate to contact us.

Very truly yours,

W.R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

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

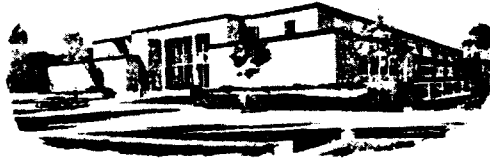
cc: OCD - Santa Fe, New Mexico
BLM
Unit Correspondence File
Unit P.D.D. File

WRH/FOP/SMH

State of New Mexico



W.R. HUMPHRIES
COMMISSIONER



Commissioner of Public Lands

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

August 10, 1989

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

ATTN: Janet Richardson

RE: Hard as Nails State Unit
Commercial Determination
Well No. 2

Gentlemen:

We received your letter dated July 26, 1989 wherein, as unit operator of the Hard as Nails State Unit, you have determined that the Hard as Nails State No. 2 well is a commercial producer.

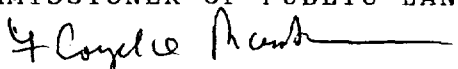
Based upon the data submitted, the Commissioner of Public Lands concurs with your determination that the Hard as Nails State No. 2 is a commercial well and should be produced on a unit basis.

According to the terms of Section 9 of the Unit Agreement, "the 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." The well was completed on December 17, 1988 and, as such, the initial plan of development was due on June 17, 1989. Please submit the initial plan of development within 30 days from the date of this letter (September 9, 1989).

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

Very truly yours,

W.R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

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



9248

State of New Mexico

OFFICE OF THE

Commissioner of Public Lands

SLO REF NO. OG-786

WILLIAM R. HUMPHRIES
COMMISSIONER

Santa Fe

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

May 11, 1988

Yates Petroleum Corporation
ATTENTION: Ms Kathy H. Colbert
105 South Fourth Street
Artesia, New Mexico 88210

Re: Six-Month Extension
Hard As Nails State Unit
Chaves County, New Mexico

Gentlemen:

This office is in receipt of your letter of May 9, 1988, requesting a six-month time extension from May 30, 1988 within which to begin the next unit well on the Hard as Nails state Unit.

Please be advised that the Commissioner of Public Lands has this date granted you an extension to November 30, 1988. It is our understanding that at the end of this period, if drilling operations have not commenced on the second unit well the unit agreement will terminate.

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

Very truly yours,
W. R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

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

WRH/FOP/pm
encls.

cc: OCD

9248

November 23, 1987

Energy and Minerals Department
Oil Conservation Division
P. O. Box 2088
Santa Fe, New Mexico 87501

Re: Case No. 9248
Order No. R-8538
SLO Reference No. OG-514
Hard as Nails State Unit
Chaves County, New Mexico

Gentlemen:

In accordance with Order No. R-8538 entered in Case No. 9248 on November 6, 1987, enclosed is an originally executed copy of the Unit Agreement for the Development and Operation of the Hard as Nails State Unit Area, Chaves County, New Mexico, with Ratifications and Certificate of Approval attached. The Commissioner of Public Lands granted final approval of the agreement on November 17, 1987.

Thank you.

Sincerely yours,

DICKERSON, FISK & VANDIVER


Chad Dickerson

CD:pv
Enclosure

cc: Mr. Ken Beardemphl



NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

HARD AS NAILS STATE UNIT
CHAVES COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated September 23rd, 1987, 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 17th day of November, 1987.

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

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
HARD AS NAILS STATE UNIT AREA
CHAVES COUNTY, NEW MEXICO
NO. _____

THIS AGREEMENT, entered into as of the 23rd day of September, 1987, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

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

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

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

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

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

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

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

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

Township 9 South, Range 26 East, N.M.P.M.

Section 27: All

33: S2, NE4

34: All

Township 10 South, Range 26 East, N.M.P.M.

Section 3: N2

Containing 2080.37 acres, more or less

Chaves County, New Mexico

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

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

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

3. UNIT OPERATOR: Yates Petroleum Corporation, whose address is 105 South Fourth Street, Artesia, New Mexico 88210 is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of unit operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the unit operator acting in that capacity and not as an owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

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

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

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

5. SUCCESSOR UNIT OPERATOR: Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all

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

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

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

8. DRILLING TO DISCOVERY: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the top of the Abo formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of 5200' feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the cost of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

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

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

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

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

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

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

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

10. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities, the owners of working interests shall participate in the production therefrom and in all other producing wells which may be drilled pursuant hereto in the proportions that their respective leasehold interests covered hereby on an acreage basis bears to the total number of acres committed to this unit agreement, and such unitized substances shall be deemed to have been produced from the respective leasehold interests participating therein. For the purpose of determining any benefits

accruing under this agreement and the distribution of the royalties payable to the State of New Mexico and other lessors, each separate lease shall have allocated to it such percentage of said production as the number of acres in each lease respectively committed to this agreement bears to the total number of acres committed hereto.

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

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

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

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

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

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

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

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

The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement,

completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offset to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

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

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

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

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

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

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

19. APPEARANCES: Unit operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interest affected hereby, before the Commissioner of Public Lands and the Division, and to appeal from orders issued under the regulations of the Commissioner or Division, or to apply for relief from any of said regulations or in any

proceedings on its own behalf relative to operations pending before the Commissioner or Division; provided, however, that any other interest party shall also have the rights at his own expense to appear and to participate in any such proceeding.

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

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

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

23. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or

executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment of revenue.

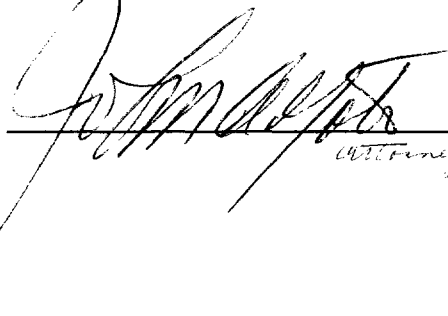
24. COUNTERPARTS: This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a 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

YATES PETROLEUM CORPORATION (OPERATOR)

Date _____


John M. Adams
Unit Operator - Yates
XB

ATTEST:

Assistant Secretary

OTHER WORKING INTEREST OWNERS

ATTACHED TO AND MADE A PART OF HARD AS NAILS UNIT AGREEMENT

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 6th day of October, 1987 by John A. Yates, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:
March 1, 1990

William S. Howell
Notary Public

CONSENT AND RATIFICATION

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE HARD AS NAILS STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Hard As Nails State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated September 23, 1987, 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 has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

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

ATTEST:

DEPCO, INC.

Michael D. Shepard
Michael D. Shepard, Secretary

By C. D. Crump *
C. D. Crump, Vice President *MC*

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of November, 1987, by C. D. Crump, Vice President for DEPCO, INC., a Delaward corporation, on behalf of said corporation.

My Commission Expires:
September 16, 1988.

Rosalynne I. Condos
Notary Public. Rosalynne I. Condos
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

* DEPCO, Inc.'s execution is contingent upon YATES PETROLEUM CORPORATION's agreeing to the terms and conditions of that certain FARMOUT AGREEMENT dated July 14, 1987 from DEPCO, Inc. to Paleo Production Company.

CONSENT AND RATIFICATION

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE HARD AS NAILS STATE UNIT

CHAVES COUNTY, NEW MEXICO

.. The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Hard As Nails State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated September 23, 1987, 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 has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

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


NICOR EXPLORATION COMPANY

By  *
Attorney-in-Fact
Keith Swart

STATE OF COLORADO)
 : SS.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 30th day of October, 1987, by Keith Swart, Attorney-in-Fact for NICOR EXPLORATION COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires:
2/23/88


Notary Public.

*Subject to Farmout Agreement dated July 25, 1987 by and between
NICOR Exploration Company and Paleo Production Company.

CONSENT AND RATIFICATION
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

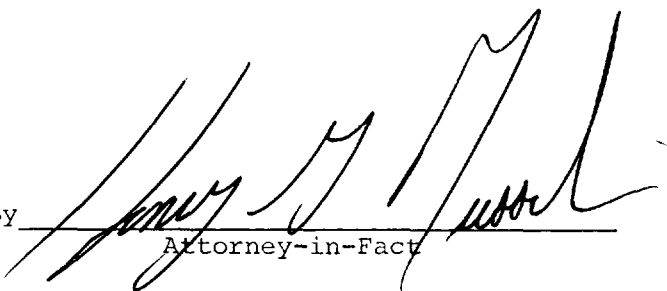
FOR THE HARD AS NAILS STATE UNIT

CHAVES COUNTY, NEW MEXICO

.. The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Hard As Nails State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated September 23, 1987, 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 has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

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

MUSSELMAN, OWEN AND KING OPERATING, INC.

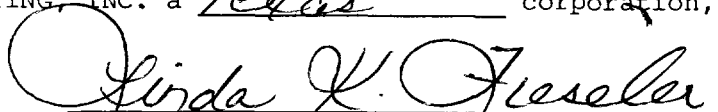
By 
Attorney-in-Fact

STATE OF TEXAS)
) : ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 2nd day of November, 1987, by Henry G. Musselman, President for MUSSELMAN, OWEN AND KING OPERATING, INC. a Texas corporation, on behalf of said corporation.

My Commission Expires:

9-30-88


Notary Public.

CONSENT AND RATIFICATION
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT


FOR THE HARD AS NAILS STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Hard As Nails State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated September 23, 1987, 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 has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

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

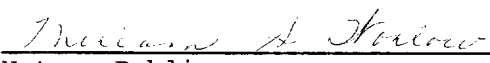
YATES DRILLING COMPANY

By  13
Attorney-in-Fact

STATE OF NEW MEXICO)
 : SS.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 19th day of October, 1987, by Raymond Yates, Attorney-in-Fact for YATES DRILLING COMPANY, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
December 1, 1990


Notary Public

CONSENT AND RATIFICATION

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE HARD AS NAILS STATE UNIT

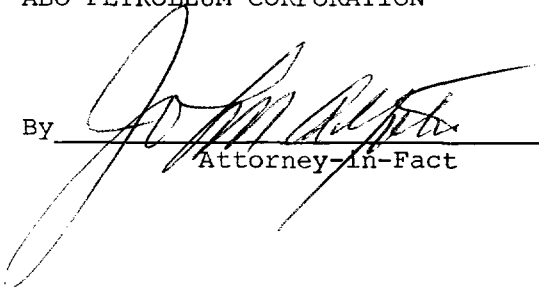
CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Hard as Nails State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated September 23, 1987, 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 has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

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

ABO PETROLEUM CORPORATION

By


Attorney-in-Fact

KB

STATE OF NEW MEXICO)
 : SS.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 6th day of October, 1987, by John M. Alpert, Attorney-in-Fact for ABO PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
10-31-90


Notary Public

CONSENT AND RATIFICATION
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE HARD AS NAILS STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Hard As Nails State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated September 23, 1987, 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 has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

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

MYCO INDUSTRIES, INC.

By Frank W. Yates, Jr. XB
Attorney-in-Fact

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

The foregoing instrument was acknowledged before me this 13th day of October, 1987, by Frank W. Yates, Jr., Attorney-in-Fact for MYCO INDUSTRIES, INC., a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
August 28, 1991

Bonnie L. Parish
Notary Public

CONSENT AND RATIFICATION
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

FOR THE HARD AS NAILS STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Hard As Nails State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated September 23, 1987, 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 has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

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

APACHE CORPORATION

By _____

Charles E. Mertz
Attorney-in-Fact *mak*

STATE OF COLORADO)
 : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of November, 1987, by Charles E. Mertz, Attorney-in-Fact for APACHE CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires:
August 22, 1988

Vera C. Harris
Notary Public. Vera C. Harris
1700 Lincoln Street, Suite 1900
Denver, CO 80203-4519

CONSENT AND RATIFICATION

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

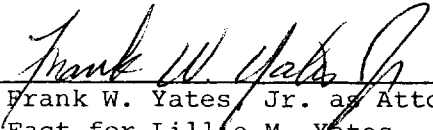

FOR THE HARD AS NAILS STATE UNIT

CHAVES COUNTY, NEW MEXICO

The undersigned, (whether one or more) hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Hard As Nails State Unit embracing lands situated in Chaves County, New Mexico, which said Agreement is dated September 23, 1987, 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 has executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof.

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

ESTATE OF MARTIN YATES III
LILLIE M. YATES

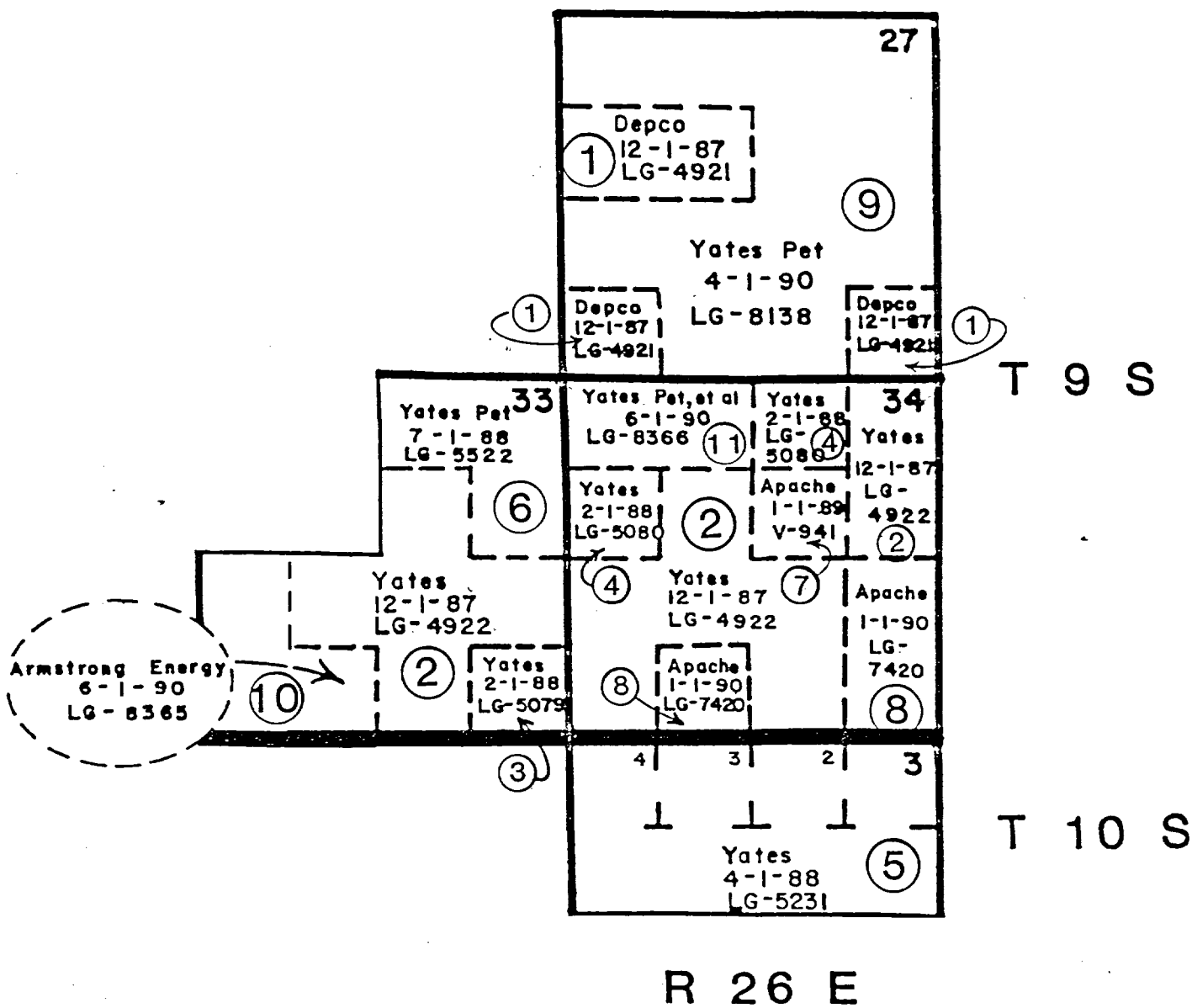
By Frank W. Yates Jr.  
Frank W. Yates Jr. as Attorney-in-Fact for Lillie M. Yates, individually and with S. P. Yates, Personal Representatives of the Estate of Martin Yates III

STATE OF NEW MEXICO)
 : SS.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 13th day of October, 1987, by Frank W. Yates, Jr., as Attorney-in-Fact for Lillie M. Yates, individually and with S. P. Yates, Personal Representatives of the Estate of Martin Yates III.

My Commission Expires:
August 28, 1991

Bonnie L. Parish
Notary Public



YATES PETROLEUM

EXHIBIT "A"

HARD AS NAILS STATE UNIT

CHAVES COUNTY, NEW MEXICO

EXHIBIT "B"
To Unit Agreement
HARD AS NAILS UNIT
Chaves County, New Mexico

Tract No.	Description	No. of Acres	Serial No. & Expiration Date of Lease	Basic		Lessee of Record	Overriding		Working Interest Owner & Percentage
				Royalty Owner & Percentage	Royalty		Royalty Owner Percentage		
1.	T9S-R26E Sec. 27: S2NW4, SW4SW4, SE4SE4	160.00	LG-4921 12-1-87	State of New Mexico 1/8%		Depco, Inc.	None		Depco, Inc. 50%* Nicor Exploration 50%*
2.	T9S-R26E Sec. 33: SW4NE4, NE4SW4, N2SE4, SW4SE4 Sec. 34: E2NE4, SE4NW4, N2SW4, SW4SW4, W2SE4	520.00	LG-4922 12-1-87	State of New Mexico 1/8%		Yates Petroleum Corporation	None		Yates Petroleum Corporation 25% Yates Drilling Company 25% Abo Petroleum Corporation 25% Myco Industries, Inc. 25%
3.	T9S-R26E Sec. 33: SE4SE4	40.00	LG-5079-1 2-1-88	State of New Mexico 1/8%		Yates Petroleum Corporation	Carl Engwall, Lonnie Kemper, as community property, Allen Oil Company - 1/32 of 8/8ths		Yates Petroleum Corporation 25% Yates Drilling Company 25% Abo Petroleum Corporation 25% Myco Industries, Inc. 25%
4.	T9S-R26E Sec. 34: NW4NE4, SW4NW4	80.00	LG-5080-1 2-1-88	State of New Mexico 1/8%		Yates Petroleum Corporation	Stanley W. Crosby III - 5%		Yates Petroleum Corporation 25% Yates Drilling Company 25% Abo Petroleum Corporation 25% Myco Industries, Inc. 25%

*Subject to Farmout Agreement between Depco, Inc. and Nicor Exploration to Musselman, Owen and King Operating, Inc.

EXHIBIT "B"
To Unit Agreement
HARD AS NAILS UNIT
Chaves County, New Mexico

Tract No.	Description	No. of Acres	Serial No. & Expiration Date of Lease	Basic		Lessee of Record	Overriding		Working Interest Owner & Percentage
				Royalty Owner & Percentage			Royalty Owner Percentage		
5.	T10S-R26E Sec. 3: Lots 1, 2, 3, 4, S2N2	320.37	LG-5231 4-1-88	State of New Mexico 1/8%		Yates Petroleum Corporation	None		Yates Petroleum 12.5% Corporation Yates Drilling 12.5% Company Abo Petroleum 12.5% Corporation Myco Industries, 12.5% Inc. Apache Corporation 50%
6.	T9S-R26E Sec. 33: N2NE4, SE4NE4	120.00	LG-5522-1 7-1-88	State of New Mexico 1/8%		Yates Petroleum Corporation	Carl Engwall, Lonnie Kemper, as community property, Allen Oil Company - 1/32 of 8/8ths		Yates Petroleum 25% Corporation Yates Drilling 25% Company Abo Petroleum 25% Corporation Myco Industries, 25% Inc.
7.	T9S-R26E Sec. 34: SW4NE4	40.00	V-941-1 1-1-89	State of New Mexico 1/8%		Apache Corporation	None		Apache Corporation 100%
8.	T9S-R26E Sec. 34: E2SE4, SE4SW4	120.00	LG-7420-1 1-1-90	State of New Mexico 1/8%		Apache Corporation	None		Apache Corporation 100%

EXHIBIT "B"
 To Unit Agreement
 HARD AS NAILS UNIT
 Chaves County, New Mexico

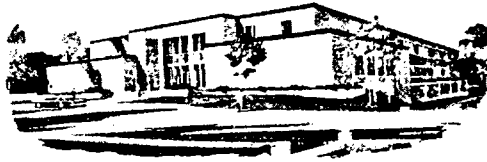
Tract No.	Description	No. of Acres	Serial No. & Expiration Date of Lease	Basic		Lessee of Record	Overriding		Working Interest Owner & Percentage	
				Royalty Owner & Percentage			Royalty Owner Percentage			
9.	T9S-R26E Sec. 27: NE4, N2NW4, N2SW4, SE4SW4, N2SE4, SW4SE4	480.00	LG-8138 4-1-90	State of New Mexico 1/8%		Yates Petroleum Corporation	None		Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Lillie M. Yates Estate of Martin Yates III	70% 10% 10% 5% 5%
10.	T9S-R26E Sec. 33: NW4SW4, S2SW4	120.00	LG-8365 6-1-90	State of New Mexico 1/8%		Armstrong Energy Corporation	None		Armstrong Energy Corporation Robert G. Armstrong	50% 50%
11.	T9S-R26E Sec. 34: N2NW4	80.00	LG-8366 6-1-90	State of New Mexico		Yates Petroleum Corporation	None		Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Lillie M. Yates Estate of Martin Yates III	70% 10% 10% 5% 5%

TOTAL 2080.37 ACRES OF STATE OF NEW MEXICO LANDS

State of New Mexico



W.R. HUMPHRIES
COMMISSIONER



SLO REF NO. 00-580

Commissioner of Public Lands

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

November 17, 1987

Dickerson Fisk & Vandiver
ATTENTION: Mr. Chad Dickerson
Seventh & Mahone, Suite E
Artesia, New Mexico 88210

Re: Final Approval of Hard As Nails
State Unit Agreement
Chaves County, New Mexico

Gentlemen:

The Commissioner of Public Lands has this date granted final approval to the Hard as Nails State Unit Agreement, Chaves County, New Mexico, which you have submitted on behalf of Yates Petroleum Corporation. The effective date of this agreement is November 17, 1987. Our approval is subject to like approval by the New Mexico Oil Conservation Division.

Please submit a revised Exhibit "B" to reflect the following corrections.

1. On Tract No. 6, the correct Lease No. should be LG-5522-1, and the Lessee of Record should be Yates Petroleum Corporation.
2. On Tract No. 7, the correct Lease No. should be V-941-1 and the Lessee of Record should be Apache Corporation.
3. On Tract No. 8, the correct Lease No. should be LG-7420-1 and the Lessee of Record should be Apache Corporation.

Enclosed are Five (5) Certificates of Approval and a copy of your unit agreement.

Dickerson, Fisk and Vandiver
November 17, 1987
Page 2

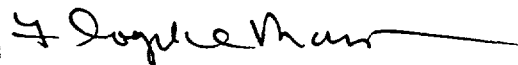
Your filing fee in the amount of \$120.00 has been received.

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

Very truly yours,

W. R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

BY:


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

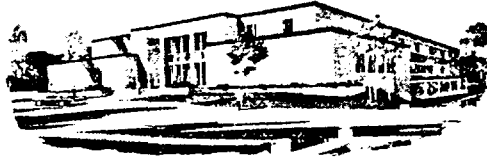
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encls.

cc: OCD-Santa Fe, New Mexico
Gulram
OGAD

State of New Mexico



W.R. HUMPHRIES
COMMISSIONER



SLO REF NO. OG-581

Commissioner of Public Lands

November 18, 1987

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

Yates Petroleum Corporation
ATTENTION: Mr. Ken Beardemphl
105 South Fourth Street
Artesia, New Mexico 88210

Re: Hard as Nails State Unit
Revised Exhibit "B"

Gentlemen:

Please be advised that, this office is in receipt of your letter of November 17, 1987, together with a Revised copy of the revised Exhibit "B" to the Hard as Nails State Unit Agreement.

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

Very truly yours,

WILLIAM R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando*

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

WRH/FOP/pm
encls.

cc: OCD-Santa Fe, New Mexico

November 12, 1987

Commissioner of Public Lands
P. O. Box 1148
Santa Fe, New Mexico 87501

Attention: Mr. Pete Martinez

Re: SLO Reference No. OG-514
Hard as Nails State Unit
Chaves County, New Mexico

Gentlemen:

On behalf of Yates Petroleum Corporation, application is hereby made for final approval of the Hard as Nails State Unit, Chaves County, New Mexico. Enclosed for this purpose are three originals of the Unit Agreement and one original of the Unit Operating Agreement, with ratifications attached. 100% of the unit interests are committed as of the date hereof.

Hearing before the New Mexico Oil Conservation Division was held in Case No. 9248 on November 4, 1987, and the Unit Agreement was approved November 6, 1987, by Order No. R-8538, effective upon approval of the agreement by the Commissioner of Public Lands.

The corrections to Exhibit "B" requested in your letter of October 22, 1987, granting preliminary approval as to form and content of the agreement, have been made.

After approval of the Unit Agreement, please return one of the original copies of the agreement to us. Please advise if you need anything further in this regard.

Commissioner of Public Lands

November 12, 1987

-2-

Thank you for your cooperation in this matter.

Sincerely yours,

DICKERSON, FISK & VANDIVER

A handwritten signature in cursive script, appearing to read "Chad Dickerson".

Chad Dickerson

CD:pv
Enclosures

cc: Mr. Ken Beardemphl (w/xc OCD Order)
New Mexico Oil Conservation Division

November 12, 1987

Commissioner of Public Lands
P. O. Box 1148
Santa Fe, New Mexico 87501

Attention: Mr. Pete Martinez

Re: SLO Reference No. OG-514
Hard as Nails State Unit
Chaves County, New Mexico

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Commissioner of Public Lands
-2-

November 12, 1987

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DICKERSON, FISK & VANDIVER

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Chad Dickerson

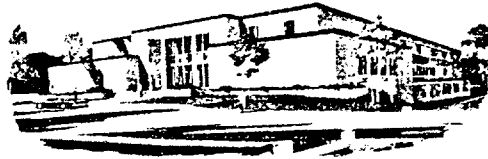
CD:pv
Enclosures

cc: Mr. Ken Beardemphl (w/xc OCD Order)
New Mexico Oil Conservation Division

State of New Mexico



W.R. HUMPHRIES
COMMISSIONER



Commissioner of Public Lands

SLO REF NO. 06-514

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

October 22, 1987

Dickerson Fisk & Vandiver
ATTN: Mr. Chad Dickerson
Seventh & Mahone, Suite E
Artesia, New Mexico 88210

Re: Proposed Hard as Nails Unit
Chaves County, New Mexico

Gentlemen:

This office has reviewed the unexecuted copy of unit agreement which you have submitted on behalf of Yates Petroleum Corp., for the proposed Hard as Nails Unit, Chaves County, New Mexico. This agreement meets the general requirements of the Commissioner of Public Lands and has this date granted you preliminary approval as to form and content.

Preliminary approval shall not be construed to mean final approval of this agreement in any way and will not extend any short term leases, until final approval and an effective date have been given. Also, any well commenced prior to the effective date of this agreement which penetrates its objective horizon prior to said effective date shall not be construed as the initial test well.

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

1. Application for formal approval by the Commissioner setting forth the tracts that have been committed and the tracts that have not been committed.
2. All ratifications from the lessees of Record and Working Interest Owners. All signatures should be acknowledged by a notary and one set must contain original signatures.
3. Order of the New Mexico Oil Conservation Division. Our approval will be conditioned upon subsequent favorable approval by the New Mexico Oil Conservation Division.

Dickerson, Fisk & Vandiver
October 22, 1987
Page 2

4. On Exhibit "B" Tract No. 3, the correct Lease No. is LG-5079-1 and the Correct Lessee of Record should be Yates Petroleum Corporation.
5. On Exhibit "B" Tract No. 4, the correct Lease No. is LG-5080-1 and the Correct Lessee of Record should be Yates Petroleum Corporation.

Your filing fee in the amount of \$120.00 has been received.

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

Very truly yours,

W. R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

BY: Floyd O. Prando

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

WRH/FOP/pm

cc: OGD-Santa Fe, New Mexico
Gulram, Inc.

Unit Name HARD AS NAILS STATE UNIT
 Operator YATES PETROLEUM CORPORATION
 County CHAVES COUNTY, NEW MEXICO

DATE	OCC CASE NO. 9248	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN
APPROVED	OCC ORDER NO. R-8538					
OCD: 11/6/87		November 17, 1987	2,080.37	2,080.37	-0-	-0-
CPL: 11/17/87						

UNIT AREA

TOWNSHIP 9 SOUTH, RANGE 26 EAST, NMPM

Section 27: All
 Section 33: S $\frac{1}{2}$, NE $\frac{1}{4}$
 Section 34: All

TOWNSHIP 10 SOUTH, RANGE 26 EAST, NMPM

Section 3: N $\frac{1}{2}$

Unit Name HARD AS NAILS STATE UNIT
Operator YATES PETROLEUM CORPORATION
County CHAVES COUNTY, NEW MEXICO

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED		ACREAGE	LESSEE
							DATE	ACRES	NOT RATIFIED	
1.	LG-4921	T Wat Res	27	9S	26E	S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	11/9/87	160.00		Depco, Inc.
2.	LG-4922	C. S.	33	9S	26E	SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	10/6/87	520.00		Yates Petroleum Corp.
3.	LG-5079-1	C. S.	34	9S	26E	E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	10/6/87	40.00		Yates Petroleum Corp.
4.	LG-5080-1	C. S.	33	9S	26E	SE $\frac{1}{4}$ SE $\frac{1}{4}$	10/6/87	80.00		Yates Petroleum Corp.
5.	LG-5231	C. S.	34	9S	26E	NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$	10/6/87	320.37		Yates Petroleum Corp.
6.	LG-5522-1	C. S.	3	10S	26E	Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$	10/6/87	120.00		Yates Petroleum Corp.
7.	V-941-1	C. S.	33	9S	26E	N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	10/6/87	120.00		Apache Corporation
8.	LG-7420-1	C. S.	34	9S	26E	SW $\frac{1}{4}$ NE $\frac{1}{4}$	11/2/87	40.00		Apache Corporation
9.	LG-8138	T Wat Res	27	9S	26E	E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	10/6/87	480.00		Yates Petroleum Corp.
10.	LG-8365	C. S.	33	9S	26E	NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	10/29/87	120.00		Armstrong Energy Corp.
11.	LG-8366	C. S.	34	9S	26E	NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$	10/6/87	80.00		Yates Petroleum Corp.

ENERGY AND MINERALS DEPARTMENT
OIL CONSERVATION DIVISION



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

Yates Petroleum Corporation

FLORENE DAVIDSON
OC Staff Specialist

Other _____