Exhina Co-1



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT Roswell District Office P.O. Box 1397 Roswell, New Mexico 88202-1397



IN REPLY REFER TO: Red Lake Unit 3180 (065)

Beach Exploration, Inc. P.O. Box 3669 Midland, TX 79702

Gentlemen:

1131.24

DEC 1 0 1990

Your application of November 2, 1990, filed with the/BLM requests the designation of the Red Lake Unit area, embracing 1,182 acres, more or less, Eddy County, New Mexico, as logically subject to secondary operations under the unitization provisions of the Minerals Leasing Act as amended.

Pursuant to plan regulations 43 CFR 3180, the land requested as outlined on your plat marked Beach Exploration, Inc., Red Lake Unit, Eddy County, New Mexico, is hereby designated as a logical unit area for the purpose of conducting secondary recovery operations. Waterflooding will be limited to the following interval: The Penrose section of the Queen formation, comprising the same separate reservoir as found in the following well; Beach Exploration, Inc. - New Mexico State 36 No. 4,  $NE_4^1NW_4^1$  sec. 36, T. 165., R. 28E., the upper limits being 1,630 subsurface feet and the lower limits being 1,720 subsurface feet, as shown by the Welex Radioactivity Log dated March 17, 1980. This designation is valid for a period of one year from the date of this letter.

Your basis for allocation of unitized substances and your proposed form of unit agreement are acceptable. Corrections requested by the Bureau of Land Management are shown in red on pages 9 and 16 of the Form of Agreement and on Exhibits A and B.

If conditions are such that further modification of said standard form is deemed necessary, three copies of the proposed modifications with appropriate justification must be submitted to this office for preliminary approval.

In the absence of any type of land requiring special provisions or any objections now apparent, a duly executed agreement identical with said form, modified as outlined as above, will be approved if submitted in approval status within a reasonable period of time. However, notice is hereby given that the right is reserved to deny approval of any executed agreement submitted which in our opinion, does not have the full commitment of sufficient lands to afford effective control of operations in the area.

When the executed agreement is transmitted to the BLM for approval, include the latest status of all acreage. In preparation of Exhibits "A" and "B", follow closely the format of the sample exhibits attached to the reprint of the aforementioned form. Inasmuch as this unit agreement involves State and Fee land, we are sending a copy of the letter to the Commissioner of Public Lands and the NMOCD. Please contact the State of New Mexico before soliciting joinders regardless of prior contacts or clearances from the State.

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Sincerely,

Joe G. Lara ADM, Minerals

3 Enclosures

- 1 Pages to Unit Agreement 2 Exhibit A 3 Exhibit B

Exhibit D-2

State of New Mexico



W.R. HUMPHRIES COMMISSIONER



Commissioner of Public Lands

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

December 12, 1990

Beach Exploration, Inc. P.O. Box 3669 Midland, TX 79702

Re: Red Lake Unit Lea County , New Mexico Preliminary Unit Approval

Gentlemen:

This office has reviewed the proposal agreement and accompanying data and subject to the below listed requirements being met the Commissioner of Public Lands hereby grants preliminary approval of the Red Lake Unit.

- 1. A water analysis of both the formation water and the makeup watrer, and a determination that the makeup water will not damage the producing formations.
- 2. The Exhibits listed in this index of the Unit Agreement need to correspond with the Exhibits attached.

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:

When submitting your agreement for final approval, please include the following items.

- 1. Application for final approval by the Commissioner of Public Lands setting forth the tracts that <u>have</u> been committed and those that are not committed.
- 2. All ratifications from the Lessee of Record and Working Interest Owners, all signatures should be acknowledged by a Notary Public and one set must contain original signatures.
- 3. Order of the New Mexico Oil Conservation Division. Our approval will be contingent upon subsequent favorable approval by the New Mexico Oil Conservation Division.
- 4. An original and one copy of both the Unit Agreement and the Unit Operating Agreement for our files. Again, the original set must contain original signatures.

5. A filing fee of thirty dollars (\$30.00) for each section of fractional part thereof. Therefore, the Red Lake Unit requires a filing fee of \$120.00.

If you have any questions please contact Clyde Langdale at (505) 827-5791.

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Sincerely,

W. R. HUMPHRIES COMMISSIONER OF PUBLIC LANDS

By: Dloyle Man-

Floyd O. Prando, Director Oil, Gas & Minerals Division

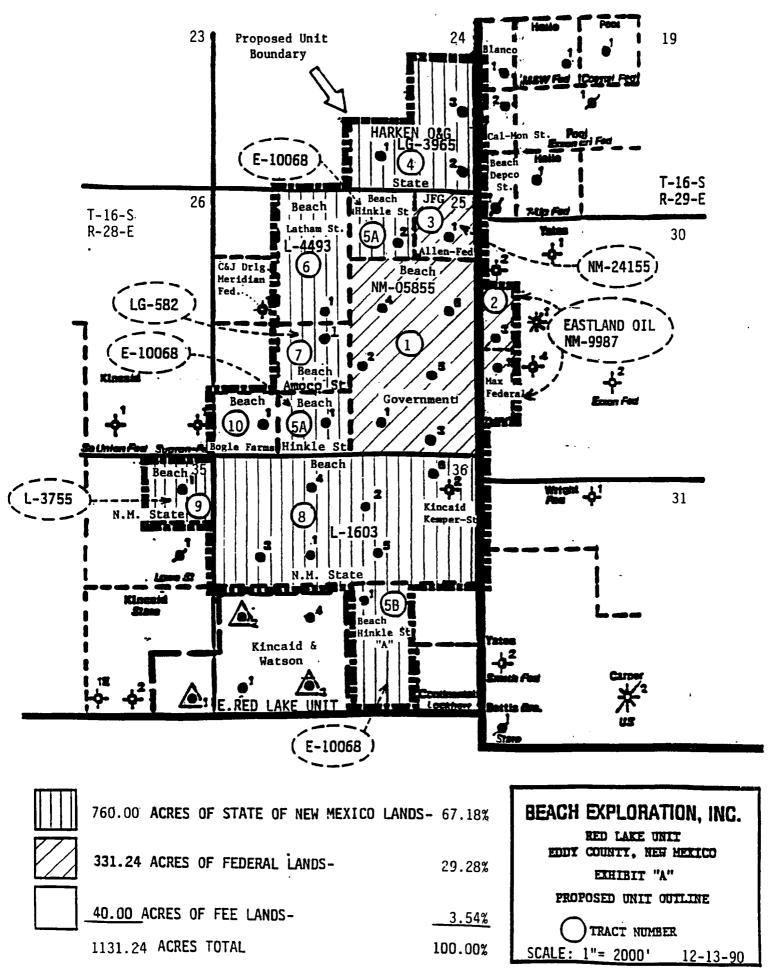
WRH/FOP/CL/dm

## RED LAKE UNIT EDDY COUNTY, NEW MEXICO EXHIBIT "D"

### UNITIZATION PARAMETER: ULTIMATE PRIMARY RECOVERY

OPERATOR	LEASE NAME	ULTIMATE RECOVERY	%
Beach Exploration Beach Exploration Beach Exploration Beach Exploration Beach Exploration Beach Exploration Blanco JFG Ent. Pool, Fred Drlg. Pool, Fred Drlg. Spectrum 7 Trigg, John H.	Amoco State Bogle Farms Hinkle State Hinkle State "A" Latham State N.M. State 35 & 36 Cal-Mon State Allen Federal Max Federal # 1 Max Federal # 3 State 24 Government	5,824 8,893 74,682 4,241 12,573 85,877* 13,367 5,208 15,067 1,404 30,179 190,263	1.3012 1.9869 16.6858 0.9476 2.8091 19.1871 2.9865 1.1636 3.3663 0.3137 6.7427 42.5095
TOTAL		447,578	100.0000

\* Includes 8,311 barrels of reserves for undrilled interior location on N.M. State 36 lease (Ultimate primary for N.M. State 35 & 36 = 77,566/ 7 wells = avg. of 11,081 x 75% = 8,311).



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UNIT AGREEMENT

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Francis " C."

RED LAKE UNIT

## EDDY COUNTY, NEW MEXICO

September 4, 1990

(Revised December 17, 1990)

### UNIT AGREEMENT RED LAKE UNIT EDDY COUNTY, NEW MEXICO

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	and Unit Basis)	

### UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE RED LAKE UNIT EDDY COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the <u>4th</u> day of <u>September</u>, 1990 by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto,"

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#### WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty, or other oil and gas interests in the Unit Area subject to this Agreement; and

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1 of Chapter 176, Laws of 1961) (Chapter 19, Article 10, Section 45, New Mexico Statutes 1978 Annotated), 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 41 of New Mexico is authorized by an Act of the Legislature 42 (Section 1, Chapter 88, Laws 1943, as amended by Section 1, 43 Chapter 162, Laws of 1951) (Chapter 19, Article 10, Section 44 45 47, New Mexico Statutes 1978 Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of 46 47 such agreement or otherwise, any oil and gas lease embracing State lands so that the length of the term of said lease may 48 49 coincide with the term of such agreements for the unit 50 operation and development of part or all of any oil or gas 51 pool, field or area; and

WHEREAS, the oil Conservation Division of the State of New Mexico (hereinafter referred to as the "Division") is authorized by an Act of the Legislature (Chapter 72, Laws of 1935 as amended) (Chapter 70, Article 2, Section 2 et seq., New Mexico Statutes 1978 Annotated) to approve this Agreement and the conservation provisions hereof; and

60 WHEREAS, the Oil Conservation Division of the Energy and 61 Minerals Department of the State of New Mexico is authorized 62 by law (Chapter 65, Article 3 and Article 14, N.M.S. 1953 63 Annotated) to approve this Agreement and the conservation 64 provisions hereof; and

66 WHEREAS, the parties hereto hold sufficient interest in 67 the Unit Area covering the land hereinafter described to 68 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;

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66 67 68 NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this Agreement their respective interest in the below-defined Unit Area, and agree severally among themselves as follows:

SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this Agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this Agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the Effective Date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the state in which the non-Federal land is located, are hereby accepted and made a part of this Agreement.

SECTION 2. UNIT AREA AND DEFINITIONS. For the purpose of this Agreement, the following terms and expressions as used herein shall mean:

(a) "Unit Area" is defined as those lands described in Exhibit "B" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 1131.24 acres, more or less, in Eddy County, New Mexico.

(b) "Land Commissioner" is defined as the Commissioner of Public Lands of the State of New Mexico.

40 (c) "Division" is defined as the Oil Conservation
41 Division of the Department of Energy and Minerals of the
42 State of New Mexico.
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(d) "Authorized Officer" or "A.O." is any employee of the Bureau of Land Management who has been delegated the required authority to act on behalf of the BLM.

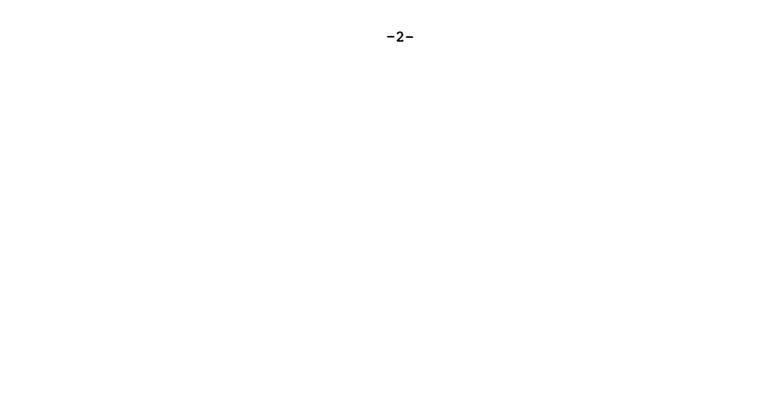
(e) "Secretary" is defined as the Secretary of the Interior of the United States of America, or his duly authorized delegate.

(f) "Department" is defined as the Department of the Interior of the United States of America.

(g) "Proper BLM Office" is defined as the Bureau of Land Management office having jurisdiction over the federal lands included in the Unit Area.

(h) "Unitized Formation" means that subsurface portion
or portions of the Unit Area commonly known as the Penrose
section of the Queen formation, comprising the same separate
reservoir as found in the following well:

Beach Exploration, Inc. - New Mexico State 36 No. 4, located 1980' FWL and 660' FNL, Section 36, T-16-S, R-28-E, Eddy County, New Mexico, between the depths of 1,630' and 1,720', as shown by the Welex Radioactivity Log dated 3-17-80.



(i) "Unitized Substances" are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons, other than outside substances, within and produced from the Unitized Formation.

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(j) "Tract" is each parcel of land described as such and given a Tract number in Exhibit "B".

(k) "Tract Participation" is defined as the percentage of participation shown on Exhibit "C" for allocating Unitized Substances to a Tract under this Agreement.

(1) "Unit Participation" is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract by the Tract Participation of such Tract.

19 (m) "Working Interest" is the right to search for, produce and acquire Unitized Substances whether held as an 20 incident of ownership of mineral fee simple title, under an 21 22 oil and gas lease, operating agreement, or otherwise held, which interest is chargeable with and obligated to pay or 23 bear, either in cash or out of production, or otherwise, all 24 25 or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized 26 Formation and operations thereof hereunder. Provided that 27 any royalty interest created out of a working interest 28 subsequent to the execution of this Agreement by the owner 29 of the working interest shall continue to be subject to such 30 working interest burdens and obligations. 31 32

33 "Working Interest Owner" is any party hereto (n) owning a Working Interest, including a carried working 34 interest owner, holding an interest in Unitized Substances 35 36 by virtue of a lease, operating agreement, fee title or otherwise. The owner of oil and gas rights that are free of 37 lease or other instrument creating a Working Interest in 38 39 another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized 40 41 Substances, and as a Royalty Owner with respect to his 42 remaining one-eighth (1/8) interest therein. 43

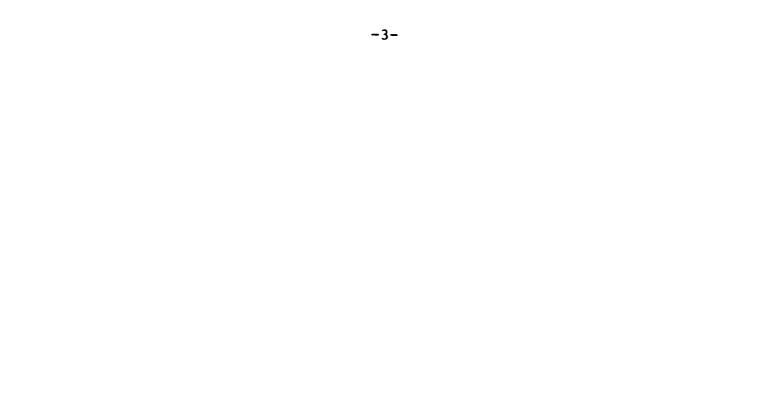
44 "Royalty Interest" or "Royalty" is an interest (0) other than a Working Interest in or right to receive a 45 46 portion of the Unitized Substances or the proceeds thereof 47 and includes the royalty interest reserved by the lessor or 48 by an oil and gas lease and any overriding royalty interest, 49 oil payment interest, net profit contracts, or any other payment or burden which does not carry with it the right to 50 search for and produce unitized substances. 51 52

(p) "Royalty Owner" is the owner of a Royalty Interest.

(q) "Unit Operating Agreement" is the agreement entered into by and between the Unit Operator and the Working Interest Owners as provided in Section 9, infra, and shall be styled "Unit Operating Agreement, Red Lake Unit, Eddy County, New Mexico.

(r) "Oil and Gas Rights" is the right to explore,
develop and operate lands within the Unit Area for the
production of Unitized Substances, or to share in the
production so obtained or the proceeds thereof.

67 (s) "Outside Substances" is any substance obtained from
68 any source other than the Unitized Formation and injected
69 into the Unitized Formation.



"Unit Manager" is any person or corporation (t) appointed by Working Interest Owners to perform the duties of the Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Secton 7 hereof.

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"Unit Operator" is the party designated by Working (u) Interest Owners under the Unit Operating Agreement to conduct Unit Operations.

"Unit Operations" is any operation conducted (v) pursuant to this Agreement and the Unit Operating Agreement.

"Unit Equipment" is all personal property, lease (w) and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

"Unit Expense" is all cost, expense, or (X) indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Operating Agreement for or on account of Unit Operations.

"Effective Date" is the date determined in (y) accordance with Section 24, or as redetermined in accordance with Section 39.

SECTION 3. EXHIBITS. The following exhibits are 28 incorporated herein by reference: Exhibit "A" attached 29 hereto is a map showing the Unit Area and the boundaries and 30 identity of tracts and leases in said Unit Area to the 31 extent known to the Unit Operator. Exhibit "B" attached 32 hereto is a schedule showing, to the extend known to the 33 34 Unit Operator, the acreage comprising each Tract, 35 percentages and kind of ownership of oil and gas interests in all land in the Unit Area. Exhibit "C" is a table 36 37 showing the Tract Participation for each tract based on ultimate primary production. Exhibit "D" is a table showing 38 39 detailed ownership interests in the unit on a tract basis 40 and on a unit basis. However, nothing herein or in said schedule or map shall be construed as a representation by 41 any party hereto as to the ownership of any interest other 42 43 than such interest or interests as are shown in said map or schedule as owned by such party. The shapes and 44 45 descriptions of the respective Tracts have been established by using the best information available. Each Working 46 47 Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest 48 Owner's interest. If it subsequently appears that any 49 Tract, because of diverse royalty or working interest 50 51 ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested 52 53 by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the 54 55 Unit Operator, which the approval of the Working Interest 56 owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any 57 58 reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision 59 of an exhibit made prior to thirty (30) days after the 60 Effective Date shall be effective as of the Effective Date. 61 62 Each other such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next 63 64 following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest 65 Owners and set forth in the revised exhibit. Copies of such 66 revision shall be filed with the Land Commissioner, and not 67 less than four copies shall be filed with the A.O. 68 In any such revision, there shall be no retroactive allocation or 69 adjustment of Unit Expense or of interests in the Unitized 70

- 71 Substances produced, or proceeds thereof.

SECTION 4. EXPANSION. The above described Unit Area may, with the approval of the A.O. and Land Commissioner, when practicable be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement provided however, in such expansion there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof. Pursuant to Subsection (b), the Working Interest Owners may agree upon an adjustment of investment by reason of the expansion. Such expansion shall be effected in the following manner:

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(a) The Working Interest Owner or Owners of a Tract or Tracts desiring to bring such Tract or Tracts into this unit, shall file an application therefor with Unit Operator requesting such admission.

(b) Unit Operator shall circulate a notice of the proposed expansion to each Working Interest Owner in the Unit Area and in the Tract proposed to be included in the unit, setting out the basis for admission, the Tract Participation to be assigned to each Tract in the enlarged Unit Area and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if at least three Working Interest Owners having in the aggregate <u>seventy-five percent (75%)</u> of the Unit Participation then in effect have agreed to inclusion of such Tract or Tracts in the Unit area, then Unit Operator shall:

(1) After obtaining preliminary concurrence by the A.O. and Land Commissioner, prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional Tract or Tracts, the Tract Participation to be assigned thereto and the proposed effective date thereof; and

39 Deliver copies of said notice to Land (2) Commissioner, the A.O. at the Proper BLM Office, each 40 41 Working Interest Owner and to the last known address of each 42 lessee and lessor whose interests are affected, advising 43 such parties that thirty (30) days will be allowed for 44 submission to the Unit Operator of any objection to such 45 proposed expansion; and 46

(3) File, upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Land Commissioner and A.O. the following: (a) evidence of mailing or delivering copies of said notice of expansion; (b) an application for approval of such expansion, (c) an instrument containing the appropriate joinders in compliance with the participation requirements of Section 14, and Section 34, infra; and (d) a copy of all objections received along with the Unit Operator's response thereto.

57 The expansion shall, after due consideration of all 58 pertinent information and approval by the Land Commissioner 59 and the A.O., become effective as of the date prescribed in 60 the notice thereof, preferably the first day of the month 61 subsequent to the date of notice. The revised Tract Participation of the respective Tracts included within the 62 63 Unit Area prior to such enlargement shall remain the same 64 ratio one to another. 65

66 <u>SECTION 5. UNITIZED LAND.</u> All land committed to this 67 Agreement as to the Unitized Formation shall constitute land 68 referred to herein as "Unitized Land" or "Land subject to 69 this Agreement". Nothing herein shall be construed to 70 unitize pool or in any way affect the sile second

10 unitize, pool, or in any way affect the oil, gas and other

minerals contained in or that may be produced from any formation other than the Unitized Formation as defined in Section 2(h) of this Agreement.

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SECTION 6. UNIT OPERATOR. Beach Exploration, Inc., is hereby designated the Unit Operator, and by signing this instrument as Unit Operator, agrees and consents to accept the duties and obligations of Unit Operator for the operation, 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, when such interests are owned by it and the term "Working Interest Owner" when used herein shall include or refer to the Unit Operator as the owner of a Working Interest when such an interest is owned by it.

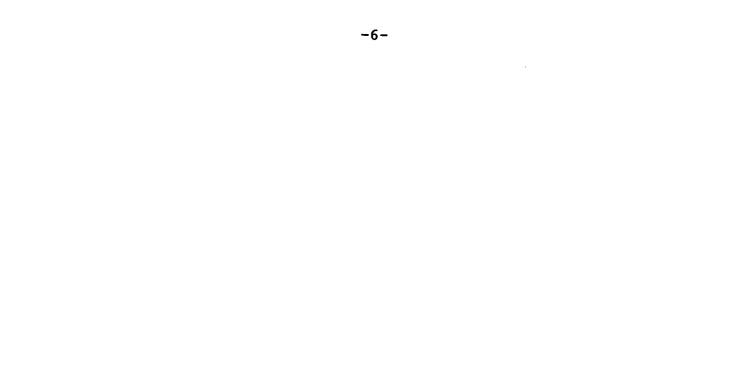
Unit Operator shall have a lien upon interests of Working Interest Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

23 SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, 24 but such resignation shall not become effective so as to 25 release Unit Operator from the duties and obligations of 26 Unit Operator and terminate Unit Operator's rights as such 27 for a period of six (6) months after written notice of 28 intention to resign has been given by Unit Operator to all 29 Working Interest Owners, the Land Commissioner and the A.O. 30 unless a new Unit Operator shall have taken over and assumed 31 the duties and obligations of Unit Operator prior to the 32 33 expiration of said period.

The Unit Operator shall, upon default or failure in the 35 performance of its duties and obligation hereunder, be 36 subject to removal by Working Interest Owners having in the 37 38 aggregate sixty-seven percent (67%) or more of the Unit 39 Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall 40 be effective upon notice thereof to the Land Commissioner 41 and the A.O. 42 43

44 In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and 45 approved as hereinafter provided, the Working Interest 46 Owners shall be jointly responsible for the performance of 47 the duties of the Unit Operator and shall, not later than 48 thirty (30) days before such resignation or removal becomes 49 effective, appoint a Unit Manager to represent them in any 50 51 action to be taken hereunder. 52

53 The resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest 54 55 as the owner of a Working Interest or other interest in Unitized Substances, but upon the resignation or removal of 56 57 Unit Operator becoming effective, such Unit Operator shall 58 deliver possession of all wells, equipment, books and records, materials, appurtenances and any other assets used 59 in connection with the Unit Operations to the new duly 60 qualified successor Unit Operator or to the Unit Manager if 61 no such new Unit Operator is elected. Nothing herein shall 62 be construed as authorizing the removal of any material, 63 equipment or appurtenances needed for the preservation of 64 Nothing herein contained shall be construed to 65 any wells. relieve or discharge any Unit Operator or Unit Manager who 66 67 resigns or is removed hereunder from any liability or duties 68 accruing or performable by it prior to the effective date of 69 such resignation or removal.



SUCCESSOR UNIT OPERATOR. Whenever the Unit SECTION 8. Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. 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 Land Commissioner and the A.O. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and/or the A.O., at their election, may declare this Agreement terminated.

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14 In selecting a successor Unit Operator, the affirmative vote of three or more Working Interest Owners having a total 15 of sixty-seven percent (67%) or more of the total Unit 16 Participation shall prevail; provided that if any one 17 Working Interest Owner has a Unit Participation of more than 18 19 thirty-three percent (33%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by 20 the vote of one or more other Working Interest Owners having 21 a total Unit Participation of at lease five percent (5%). 22 If the Unit Operator who is removed votes only to succeed 23 24 itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of the owners of at least 25 26 sixty-seven percent (67%) of the Unit Participation remaining after excluding the unit Participation of Unit 27 28 Operator so removed.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING 30 AGREEMENT. Costs and expenses incurred by Unit Operator in 31 conducting Unit Operations hereunder shall be paid, 32 apportioned among and borne by the Working Interest Owners 33 34 in accordance with the Unit Operating Agreement. Such Unit 35 Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive 36 37 their respective proportionate and allocated share of the 38 benefits accruing hereto in conformity with their underlying operating agreements, leases or other contracts and such 39 40 other rights and obligations as between Unit Operator and 41 the Working Interest Owners as may be agreed upon by the 42 Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deemed either to 43 44 modify any of the terms and conditions of this Agreement or 45 to relieve the Unit Operator of any right or obligation 46 established under this Agreement, and in case of any 47 inconsistency or conflict between this Agreement and the 48 Unit Operating Agreement, this Agreement shall prevail. 49 Copies of any Unit Operating Agreement executed pursuant to 50 this Section shall be filed with the Land Commissioner and 51 with the A.O. at the Proper BLM Office as required prior to 52 approval of this Agreement.

SECTION 10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. 54 55 Except as otherwise specifically provided herein, the 56 exclusive right, privilege and duty of exercising any and 57 all rights of the parties hereto including surface rights 58 which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the Unitized 59 Substances are hereby delegated to and shall be exercised by 60 61 the Unit Operator as herein provided. Upon request, 62 acceptable evidence of title to said rights shall be deposited with said Unit Operator, and together with this 63 Agreement, shall constitute and define the rights, 64 privileges and obligations of Unit Operator. Nothing 65 herein, however, shall be construed to transfer title to any 66 land or to any lease or operating agreement, it being 67 understood that under this Agreement the Unit Operator, in 68 69 its capacity as Unit Operator, shall exercise the rights of 70 possession and use vested in the parties hereto only

purposes herein specified.

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SECTION 11. PLAN OF OPERATIONS. It is recognized and agreed by the parties hereto that all of the land subject to this agreement is reasonably provided to be productive of Unitized Substances and that the objective and purpose of this Agreement is to formulate and to put into effect an improved recovery project in order to effect additional recovery of Unitized Substances, prevent waste and conserve natural resources. Unit Operator shall have the right to inject into the Unitized Formation any substances for secondary recovery or enhanced recovery purposes in accordance with a plan of operation approved by the Working Interest Owners, the A.O., the Land Commissioner and the Division, including the right to drill and maintain injection wells on the Unitized Land and completed in the Unitized Formation, and to use abandoned well or wells producing from the Unitized Formation for said purpose. Subject to like approval, the Plan of Operation may be revised as conditions may warrant.

22 The initial Plan of Operation shall be filed with the A.O., the Land Commissioner and the Division concurrently 23 24 with the filing of this Unit Agreement for final approval. 25 Said initial plan of operations and all revisions thereof 26 shall be as complete and adequate as the A.O., the Land Commissioner and the Division may determine to be necessary 27 for timely operation consistent herewith. Upon approval of 28 29 this Agreement and the initial plan by the A.O. and 30 Commissioner, said plan, and all subsequently approved plans, shall constitute the operating obligations of the 31 Unit Operator under this Agreement for the period specified 32 33 therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall 34 submit for like approval a plan for an additional specified 35 period of operations. After such operations are commenced, 36 reasonable diligence shall be exercised by the Unit Operator 37 38 in complying with the obligations of the approved Plan of Operation. 39

41 Notwithstanding anything to the contrary herein 42 contained, should the Unit Operator fail to commence Unit 43 Operations for the secondary recovery of Unitized Substances 44 from the Unit Area within eighteen (18) months after the 45 effective date of this Agreement or any extension thereof 46 approved by the A.O., this Agreement shall terminate automatically as of the date of default. 47

SECTION 12. USE OF SURFACE AND USE OF WATER. The parties to the extent of their rights and interests, hereby grant to Unit Operator the right to use as much of the surface, including the water thereunder, of the Unitized Land as may reasonably be necessary for Unit Operations.

Unit Operator's free use of water or brine or both for Unit Operations, shall not include any water from any well, lake, pond or irrigation ditch of a surface owner, unless approval for such use is granted by the surface owner.

60 Unit Operator shall pay the surface owner for damages to growing crops, fences, improvements and structures on the 61 Unitized Land that result from Unit Operations, and such 62 63 payments shall be considered as items of unit expense to be borne by all the Working Interest Owners of lands subject 64 65 hereto.

67 TRACT PARTICIPATION. In Exhibit "C" SECTION 13. attached hereto there are listed and numbered the various 68 69 Tracts within the Unit Area, and set forth opposite each Tract are figures which represent the Tract Partici 70

during Unit Operations if all Tracts in the Unit Area qualify as provided herein.

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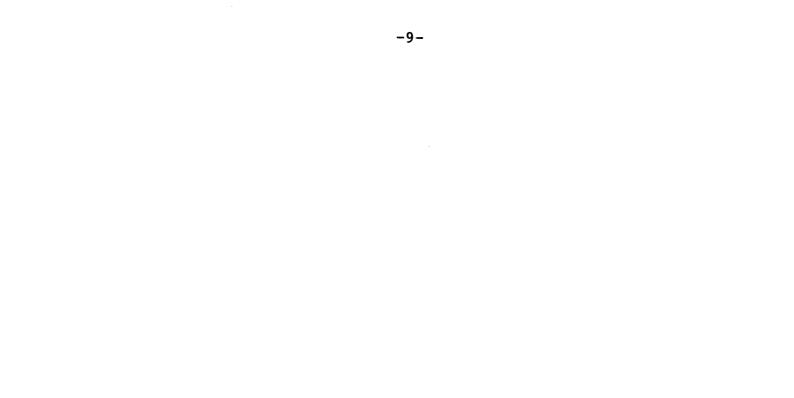
In the event less than all Tracts are qualified on the Effective Date hereof, the Tract Participation shall be calculated on the basis of all such qualified Tracts rather than all Tracts in the Unit Area.

SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, the Tracts within the Unit area which shall be entitled to participation in the production of Unitized Substances shall be those Tracts more particularly described in Exhibit "B" that corner or have a common boundary (Tracts separated only by a public road or a railroad right-of-way shall be considered to have a common boundary), and that otherwise qualify as follows:

(a) Each tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement and as to which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become parties to this agreement.

(b) Each Tract as to which Working Interest Owners 24 owning one hundred percent (100%) of the Working Interest 25 have become parties to this Agreement, and as to which 26 Royalty Owners owning less than seventy-five percent (75%) 27 28 of the Royalty Interest have become parties to this 29 Agreement, and as to which (1) the Working Interest Owner 30 who operates the Tract and Working Interest Owners owning at 31 lease seventy-five percent (75%) of the remaining Working 32 Interest in such Tract have joined in a request for the inclusion of such Tract, and as to which (2) Working 33 34 Interest Owners owning at least seventy-five percent (75%) 35 of the combined Unit Participation in all Tracts that meet the requirements of Section 14(a) above have voted in favor 36 37 of the inclusion of such tract.

39 (c) Each Tract as to which Working Interest Owners 40 owning less than one hundred percent (100%) of the Working 41 Interest have become parties to this Agreement, regardless of the percentage of Royalty Interest therein that is 42 43 committed hereto; and as to which (1) the Working Interest 44 Owner who operates the Tract and Working Interest Owner 45 owning at least seventy-five percent (75%) of the remaining 46 Working Interest in such Tract who have become parties to 47 this Agreement have joined in a request for inclusion of such Tract, and have executed and delivered, or obligated 48 themselves to execute and deliver an indemnity agreement 49 indemnifying and agreeing to hold harmless the other owners 50 of committed Working Interests, their successors and 51 assigns, against all claims and demands that may be made by 52 the owners of Working Interest in such Tract who are not 53 parties to this Agreement, and which arise out of the 54 inclusion of the Tract; and as to which (2) Working Interest 55 Owners owning at least seventy-five percent (75%) of the 56 Unit Participation in all Tracts that meet the requirements 57 58 of Section 14(a) and 14(b) have voted in favor of the 59 inclusion of such Tract and to accept the indemnity 60 agreement. Upon the inclusion of such a Tract, the Tract Participations which would have been attributed to the 61 nonsubscribing owners of Working Interest in such Tract had 62 63 they become parties to this Agreement and the Unit Operating Agreement, shall be attributed to the Working Interest 64 Owners in such Tract who have become parties to such 65 agreements, and joined in the indemnity agreement, in 66 proportion to their respective Working Interests in the 67 68 Tract.



If on the Effective Date of this Agreement there is any 1 Tract or Tracts which have not been effectively committed to 2 3 or made subject to this Agreement by qualifying as above 4 provided, then such Tract or Tracts shall not be entitled 5 to participate hereunder. Unit Operator shall, when submitting this Agreement for final approval by the Land 6 Commissioner and the A.O., file therewith a schedule of 7 those tracts which have been committed and made subject to 8 9 this Agreement and are entitled to participate in Unitized Substances. Said schedule shall set forth opposite each 10 such committed Tract the lease number or assignment number, 11 the owner of record of the lease, and the percentage 12 participation of such tract which shall be computed 13 according to the participation formula set forth in Section 14 13 (Tract Participation) above. This schedule of 15 participation shall be revised Exhibit "B" and upon approval 16 thereof by the Land Commissioner and the A.O., shall become 17 a part of this Agreement and shall govern the allocation of 18 19 production of Unitized Substances until a new schedule is approved by the Land Commissioner and A.O. 20

21 SECTION 15.A. ALLOCATION OF UNITIZED SUBSTANCES. A11 22 Unitized Substances produced and saved (less save and except 23 24 any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, 25 operating, camp and other production or development purposes 26 and for injection or unavoidable loss in accordance with a 27 Plan of Operation approved by the A.O. and Land 28 29 Commissioner) shall be apportioned among and allocated to the qualified Tracts in accordance with the respective Tract 30 Participations effective hereunder during the respective 31 periods such Unitized Substances were produced, as set forth 32 in the schedule of participation in Exhibit "C". The amount 33 34 of Unitized Substances so allocated to each Tract, and only that amount (regardless of whether it be more or less than 35 36 the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for 37 all intents, uses and purposes, be deemed to have been 38 produced from such Tract. 39

The Unitized Substances allocated to each Tract shall be distributed among, or accounted for, to the parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tracts, or in the proceeds thereof, had this Agreement not been entered into; and with the same legal force and effect.

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No Tract committed to this Agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances.

If the Working Interest and/or the Royalty Interest in any Tract are divided with respect to separate parcels or portions of such Tract and owned now or hereafter in severalty by different persons, the Tract Participation shall in the absence of a recordable instrument executed by all owners in such Tract and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

SECTION 15.B TAKING UNITIZED SUBSTANCES IN KIND. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of oil and gas rights therein. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within

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the Unitized Area, provided the same are so constructed, 1 2 maintained and operated as not to interfere with Unit Operations. Subject to Section 17 hereof, any extra 3 expenditure incurred by Unit Operator by reason of the 4 delivery in kind of any portion of the Unitized Substances 5 shall be borne by the party taking delivery. In the event 6 any Working Interest Owner shall fail to take or otherwise 7 adequately dispose of its proportionate share of the 8 production from the Unitized Formation, then so long as such 9 condition continues, Unit Operator, for the account and at 10 the expense of the Working Interest Owner of the Tract or 11 Tracts concerned, and in order to avoid curtailing the 12 operation of the Unit Area, may, but shall not be required to sell or otherwise dispose of such production to itself or 13 14 to others, provided that all contracts of sale by Unit 15 Operator of any other party's share of Unitized Substances 16 17 shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the 18 circumstances, but in no event shall any such contract be 19 for a period in excess of one year, and at not less than the 20 21 prevailing market price in the area for like production, and the account of such Working Interest Ownmer shall be charged 22 23 therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of 24 by Unit OPerator shall be paid to the Working Interest Owner 25 of the Tract or Tracts concerned. Notwithstanding the 26 foregoing, Unit Operator shall not make a sale into 27 interstate commerce of any Working Interest Owner's share of 28 gas production without first giving such Working Interest 29 Owner sixty (60) days notice of such intended sale. 30

Any Working Interest Owner receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all royalty, overriding royalty and production payments due thereon, and each such party shall hold each other Working Interest Owner harmess against all claims, demands and causes of action by owners of such royalty, overriding royalty and production payments.

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If, after the Effective Date of this Agreement, there is any Tract or Tracts that are subsequently committed hereto, 43 44 as provided in Section 4 (Expansion) hereof, or any Tract or 45 Tracts within the Unit Area not committed hereto as of the 46 47 Effective Date hereof but which are subsequently committed 48 hereto under the provisions of Section 14 (Tracts Qualified 49 for Participation) and Section 32 (Nonjoinder and Subsequent Joinder); or if any Tract is excluded from this Agreement as 50 provided for in Section 21 (Loss of Title), the schedule of participation as shown in Exhibit "C" shall be revised by 51 52 the Unit Operator; and the revised Exhibit "B", upon 53 54 approval by the Land Commissioner and the A.O., shall govern 55 the allocation of production on and after the effective date thereof until a revised schedule is approved as hereinabove 56 57 provided. 58

59 OUTSIDE SUBSTANCES. If gas obtained from SECTION 16. formations not subject to this Agreement is introduced into 60 the Unitized Formation for use in repressuring, stimulating 61 of production or increasing ultimate recovery which shall be 62 in confirmity with a Plan of Operation first approved by the 63 64 Land Commissioner and the A.O., a like amount of gas with appropriate deduction for loss or depletion from any cause 65 may be withdrawn from unit wells completed in the Unitized 66 Formation royalty free as to dry gas, but not royalty free 67 as to the products extracted therefrom; provided that such 68 withdrawal shall be at such time as may be provided in the 69 approved Plan of Operator or as otherwise may be consented 70

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to or prescribed by the Land Commissioner and the A.O. as conforming to good petroleum engineering practices and provided further that such right of withdrawal shall terminate on the termination date of this Agreement.

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ROYALTY SETTLEMENT. The State of New 6 SECTION 17. 7 Mexico and United States of America and all Royalty Owners 8 who, under an existing contract, are entitled to take in kind a share of the substances produced from any Tract 9 10 unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances 11 allocated to such Tract, and Unit Operator shall make 12 deliveries of such Royalty share taken in kind in conformity 13 with the applicable contracts, laws and regulations. 14 15 Settlement for Royalty not taken in kind shall be made by 16 Working Interest Owners responsible therefor under existing 17 contracts, laws and regulations on or before the last day of each month for Unitized Substances produced during the 18 preceding calendar month; provided, however, that nothing 19 herein contained shall operate to relieve the lessees of any 20 land from their respective lease obligations for the payment 21 of any Royalty due under the leases, except that such 22 23 Royalty shall be computed on Unitized Substances as 24 allocated to each Tract in accordance with the terms of this Agreement. With respect to Federal leases committed hereto 25 26 on which the royalty rate depends upon the daily average production per well, such average production shall be 27 28 determined in accordance with the operating regulations pertaining to Federal leases as though the committed Tracts 29 30 were included in a single consolidated lease.

32 If the amount of production or the proceeds thereof 34 accruing to any Royalty Owner (except the United States of America) in a Tract depends upon the average production per 35 well or the average pipeline runs per well from such Tract 36 37 during any period of time, then such production shall be determined from and after the effective date hereof by 38 dividing the quantity of Unitized Substances allocated 39 40 hereunder to such tract during such period of time by the number of wells located theron capable of producing Unitized 41 Substance as of the Effective Date hereof, provided that any 42 Tract not having any well so capable of producing Unitized Substances on the Effective Date hereof shall be considered 43 44 as having one such well for the purpose of this provision. 45

47 All Royalty due the State of New Mexico and the United States of America and the other Royalty Owners hereunder 48 shall be computed and paid on the basis of all Unitized 49 Substances allocated to the respective Tract or Tracts 50 51 committed hereto, in lieu of actual production from such 52 Tract or Tracts.

54 With the exception of Federal and state requirements to 55 the contrary, Working Interest Owners may use or consume 56 Unitized Substances for Unit Operations and no Royalty, 57 overriding royalty, production or other payments shall be 58 payable on account of Unitized Substances used, lost, or 59 consumed in Unit Operations. 60

61 Each Royalty Owner (other than the State of New Mexico 62 and the United States of America) that executes this Agreement represents and warrants that it is the owner of a 63 64 Royalty Interest in a Tract or Tracts within the Unit Area 65 as its interest appears in Exhibit "B" attached hereto. If any Royalty Interest in a Tract or Tracts should be lost 66 67 by title failure or otherwise in whole or in part, during 68 the term of this Agreement, then the Royalty Interest of the party representing himself to be the owner thereof shall be 69 70 reduced proportionately and the interest of all parties shall be adjusted accordingly. 71

SECTION 18. Rental Settlement. Rentals or minimum 1 2 Royalties due on the leases committed hereto shall be paid by Working Interest Owners responsible therefor under 3 existing contracts, laws and regulations provided that 4 nothing herein contained shall operate to relieve the 5 lessees of any land from their respective lease obligations 6 for the payment of any rental or minimum Royalty in lieu 7 thereof, due under their leases. Rentals for lands of the 8 State of New Mexico subject to this Agreement shall be paid 9 at the rate specified in the respective leases from the 10 State of New Mexico. Rental or minimum Royalty for lands of 11 the United States of America subject to this Agreement shall 12 be paid at the rate specified in the respective leases from 13 the United States of America, unless such rental or minimum 14 Royalty is waived, suspended or reduced by law or by 15 approval of the Secretary or his duly authorized 16 17 representative. 18

CONSERVATION. Operations hereunder and 19 SECTION 19. production of Unitized Substances shall be conducted to 20 provide for the most economical and efficient recovery of 21 said substances without waste, as defined by or pursuant to 22 Federal and State laws and regulations. 23

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SECTION 20. DRAINAGE. The Unit Operator shall take all reasonable and prudent measures to prevent drainage of Unitized Substances from unitized land by wells on land not subject to this Agreement.

The Unit Operator, upon approval by the Working Interest 30 Owners, the A.O. and the Land Commissioner, is hereby 31 32 empowered to enter into a borderline agreement or agreements with working interest owners of adjoining lands not subject 33 34 to the Agreement with respect of operation in the border area for the maximum economic recovery, conservation 35 36 purposes and proper protection of the parties and interest 37 affected.

LOSS OF TITLE. 39 In the event title to any SECTION 21. tract of unitized land shall fail and the true owner cannot 40 41 be induced to join in this Agreement, such tract shall be automatically regarded as not committed hereto, and there 42 43 shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. 44 In 45 the event of a dispute as to title to any royalty, Working Interest, or other interests subject thereto, payment or 46 47 delivery on account thereof may be withheld without 48 liability for interest until the dispute is finally settled; provided, that, as to State or Federal lands or leases, no 49 payments of funds due the United States or the State of New 50 Mexico shall be withheld, but such funds shall be deposited 51 as directed by the A.O. or Land Commissioner (as the case 52 may be) to be held as unearned money pending final settlement of the title dispute, and then applied as earned 53 54 or returned in accordance with such final settlement. 55 56

If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the direction of Working Interest Owners shall either:

62 (a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds thereof are 63 paid furnish security for the proper accounting therefor to 64 the rightful owner if the title or right of such party fails 65 66 in whole or in part, or 67

68 (b) withhold and market the portion of Unitized Substances with respect to which title or right is in 69 dispute, and impound the proceeds thereof until such time as 70

the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

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Each Working Interest Owner shall indemnify, hold harmless, and defend all other Working Interest Owners against any and all claims by any party against the interest attributed to such Working Interest Owner on Exhibit "B".

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

SECTION 22. LEASES AND CONTRACTS CONFORMED AND 16 17 EXTENDED. The terms, conditions and provisions of all leases, subleases and other contracts relating to 18 19 exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby 20 21 expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but 22 otherwise to remain in full force and effect, and the 23 parties hereto hereby consent that the Secretary and the 24 25 Land Commissioner, respectively, shall and by their approval 26 hereof, or by the approval hereof by their duly authorized 27 representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum Royalty and Royalty requirements of Federal and State leases committed 28 29 hereto and the regulations in respect thereto to conform 30 31 said requirements to the provisions of this Agreement. 32

Without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

37 The development and operation of lands subject (a) to this Agreement under the terms hereof shall be deemed 38 39 full performance of all obligations for development and operation with respect to each Tract subject to this 40 41 Agreement, regardless of whether there is any development of 42 any Tract of the Unit Area, notwithstanding anything to the 43 contrary in any lease, operating agreement or other contract 44 by and between the parties hereto, or their respective 45 predecessors in interest, or any of them. 46

47 Drilling, producing or improved recovery operations (b) 48 performed hereunder shall be deemed to be performed upon and for the benefit of each Tract, and no lease shall be deemed 49 50 to expire by reason of failure to drill or produce wells 51 situated on the land therein embraced. 52

53 Suspension of drilling or producing operations (C) 54 within the Unit Area pursuant to direction or consent of the 55 Land Commissioner and the A.O., or their duly authorized 56 representatives, shall be deemed to constitute such 57 suspension pursuant to such direction or consent as to each Tract within the Unitized Area. 58 59

60 Each lease, sublease, or contract relating to the (d) 61 exploration, drilling, development, or operation for oil and 62 gas which by its terms might expire prior to the termination 63 of this Agreement, is hereby extended beyond any such term 64 so provided therein, so that it shall be continued in full 65 force and effect for and during the term of this Agreement. 66

67 Any lease embracing lands of the State of New (e) 68 Mexico which is made subject to this Agreement shall continue in force beyond the term provided therein as to the 69 70 lands committed hereto until the termination hereof.

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Any lease embracing lands of the State of New 1 (£) 2 Mexico having only a portion of its land committed hereto shall be segregated as to that portion committed and that not committed, and the terms of such lease shall apply 3 4 5 separately to such segregated portions commencing as of the 6 Effective Date hereof as provided, however, that notwithstanding any of the provisions of this Agreement to 7 the contrary, such lease (including both segregated 8 portions) shall continue in full force and effect beyond the 9 10 term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in 11 paying quantities on some part of the lands embraced in such 12 lease committed to this Agreement or, so long as a portion 13 of the Unitized Substances produced from the Unit área is, 14 under the terms of this Agreement, allocated to the portion 15 of the lands covered by such lease committed to this 16 Agreement, or, at any time during the term hereof, as to any 17 lease that is then valid and subsisting and upon which the 18 19 lessee or the Unit Operator is then engaged in bonafide drilling, reworking, or improved recovery operations on any 20 21 part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and 22 effect so long as such operations are diligently prosecuted, 23 and if they result in the production of oil or gas, said 24 25 lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas 26 in paying quantities is being produced from any portion of 27 28 said lands.

The segregation of any Federal lease committed to (g) this Agreement is governed by the following provision in the fourth paragraph of Section 17(j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. "Any (Federal) lease heretofore or hereafter 781-784): committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization; Provided, however, that any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

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SECTION 23. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this Agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument or transfer; and no assignment or transfer of any Royalty Interest subject hereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument or transfer.

SECTION 24. EFFECTIVE DATE AND TERM. This Agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective on the first day of the calendar month next following the approval of this Agreement by the A.O., the Land Commissioner and the

71 Commission.

If this Agreement does not become effective on or before January 31, 1991, it shall ipso facto expire on said date (hereinafter called "Expiration Date") and thereafter be of no further force or effect, unless prior thereto this Agreement has been executed or ratified by Working Interest Owners owning a combined Participation of at least seventy-five percent (75%) and at lease seventy-five percent (75%) of such Working Interest Owners committed to this Agreement have decided to extend Expiration Date for a period not to exceed one (1) year (hereinafter called "Extended Expiration Date"). If Expiration Date is so extended and this Agreement does not become effective on or before Extended Expiration date, it shall ipso facto expire on Extended Expiration date and thereafter be of no further force and effect.

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Unit Operator shall file for record within thirty (30) days after the Effective date of this Agreement, in the office of the County Clerk of Eddy County, New Mexico, where a counterpart of this Agreement has become effective according to its terms and stating further the effective date.

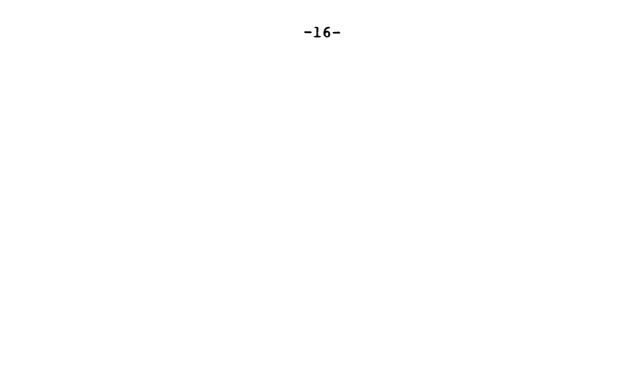
The terms of this Agreement shall be for and during the time that Unitized Substances are produced in paying quantities from the unitized land and so long thereafter as drilling, reworking or other operations (including improved recovery operations) are prosecuted thereon without cessation or more than ninety (90) consecutive days unless sooner terminated as herein provided.

33 This Agreement may be terminated with the approval of the Land Commissioner and the A.O. by Working Interest 34 35 Owners owning eighty percent (80%) of the Unit Participation 36 then in effect whenever such Working Interest Owners determine that Unit Operations are no longer profitable, or 37 Upon approval, such 38 in the interest of conservation. termination shall be effective as of the first day of the 40 41 month after said Working Interest Owners' determination. 42 Notice of any such termination shall be filed by Unit 43 Operator in the office of the County Clerk of Eddy County, 44 New Mexico, within thirty (30) days of the effective date of 45 termination.

Upon termination of this Agreement, the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate Tracts just as if this Agreement had never been entered into.

Notwithstanding any other provision in the leases unitized under this Agreement, Royalty Owners hereby grant Working Interest Owners a period of six months after termination of this Agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit Operations.

59 SECTION 25. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. All production and the disposal thereof shall 60 61 be in conformity with allocations and quotas made or fixed 62 by any duly authorized person or regulatory body under any 63 Federal or State statute. The A.O. is hereby vested with 64 authority to alter or modify from time to time, in his 65 discretion, the rate of prospecting and development and 66 within the limits made or fixed by the Division to alter or modify the quantity and rate of production under this 67 Agreement, such authority being hereby limited to alteration 68 or modification in the public interest, the purpose thereof 69 and the public interest to be served thereby to be stated in 70



the order of alteration or modification; provided, further that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Land Commissioner and as to any lands in the State of New Mexico or privately-owned lands subject to this Agreement or to the quantity and rate of production from such lands in the absence of specific written approval thereof by the Division.

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Powers in this Section vested in the A.O. shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice, and thereafter subject to administrative appeal before becoming final.

SECTION 26. NONDISCRIMINATION. Unit Operator in connection with the performance of work under this Agreement relating to leases of the United States, agrees to comply with all of the provisions of Section 202(1) to (7) inclusive of Executive Order 11246, (30 F.R. 12319), which are hereby incorporated by reference in this Agreement.

SECTION 27. APPEARANCES. Unit Operator shall have the right to appear for or on behalf of any interests affected hereby before the Land Commissioner, the department, and the Division, and to appeal from any order issued under the rules and regulations of the Land Commissioner, the department or the Division, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Land Commissioner, the Department or the Division or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.

SECTION 28. NOTICES. All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified or registered mail, addressed to such party or parties at their last known address set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 29. NO WAIVER OF CERTAIN RIGHTS. Nothing in this Agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said Unitized Lands are located, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive; provided, however, each party hereto convenants that it will not resort to any action to partition the unitized land or the Unit Equipment.

60 SECTION 30. EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has 61 62 heretofore placed and used on its Tract or Tracts committed to this Agreement various well and lease equipment and other 63 64 property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be 65 66 placed and used upon the Unitized Land as now or hereafter constituted. Therefore, for all purposes of this Agreement, any such equipment shall be considered to be personal 67 68 69 property and not fixtures attached to realty. Accordingly, 70

said well and lease equipment and personal property is

hereby severed from the mineral estates affected by this Agreement, and it is agreed that any such equipment and personal property shall be and remain personal property of the Working Interest Owners for all purposes.

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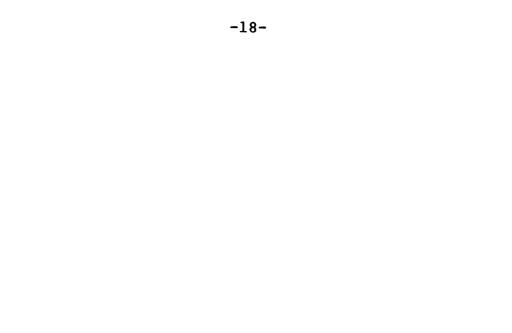
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SECTION 31. UNAVOIDABLE DELAY. All obligations under this Agreement requiring the Unit Operator to commence or continue improved recovery operations or to operate on or produce Unitized Substances from any of the lands covered by this Agreement shall 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, acts of God, Federal, State or municipal law or agency, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

SECTION 32. NONJOINDER AND SUBSEQUENT JOINDER. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to this Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this Agreement.

Any oil or gas interest in the Unitized Formations not committed hereto prior to submission of this Agreement to the Land Commissioner and the A.O. for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Participation) hereof, at any time up to the Effective Date hereof on the same basis of Tract Participation as provided in Section 13, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this Agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

44 It is understood and agreed, however, that from and 45 after the Effective Date hereof the right of subsequent joinder as provided in this Section shall be subject to such 46 47 requirements or approvals and on such basis as may be agreed 48 upon by Working Interest Owners owning not less than 49 sixty-five percent (65%) of the Unit Participation then in 50 effect, and approved by the Land Commissioner and A.O. Such 51 subsequent joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this Agreement and the Unit Operating Agreement and, where State 52 53 54 of Federal land is involved, such joinder must be approved by the Land Commissioner or A.O. Such joinder by a proposed 55 56 Royalty Owner must be evidenced by his execution, 57 ratification or consent of this Agreement and must be consented to in writing by the Working Interest Owner 58 responsible for the payment of any benefits that may accrue 59 hereunder in behalf of such proposed Royalty Owner. 60 Except as may be otherwise herein provided, subsequent joinder to 61 this Agreement shall be effective as of the first day of the 62 63 month following the filing with the Land Commissioner and A.O. of duly executed counterparts of any and all documents 64 necessary to establish effective commitment of any Tract or 66 interest to this Agreement, unless objection to such joinder by the Land Commissioner or the A.O., is duly made sixty 67 68 69 (60) days after such filing.



COUNTERPARTS. This Agreement may be SECTION 33. executed in any number of counterparts, no one of which needs to be executed by all parties and 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 of consent hereto with the same force and effect as if all parties had signed the same document, and regardless of 9 whether or not it is executed by all other parties owning or claiming an interest in the land within the described Unit 10 11 Furthermore this Agreement shall extend to and be Area. 12 binding on the parties hereto, their successors, heirs and 13 assigns.

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JOINDER IN DUAL CAPACITY. SECTION 34. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such party; provided, that if the party is the owner of a Working Interest, he must also execute the Unit Operating Agreement.

22 TAXES. Operator hereto shall for all SECTION 35. accounts, render and pay any taxes levied against or 23 24 measured by the amount or value of the Unitized Substances 25 produced from the unitized land; provided, however, that if it is required or if it be determined that the Unit Operator 26 27 or the several Working Interest Owners must pay or advance 28 said taxes for the account of the parties hereto, it is 29 hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the 30 parties hereto, including Royalty Owners, who may be 31 responsible for the taxes on their respective allocated 32 share of said Unitized Substances. No taxes shall be 33 34 charged to the United States or to the State of New Mexico, 35 nor to any lessor who has a contract with a lease which 36 requires his lessee to pay such taxes.

SECTION 36. NO PARTNERSHIP. The duties, obligation and liabilities of the parties hereto are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto, Each Party hereto shall be individually responsible for its own obligation as herein provided.

47 SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all leases 48 49 and other tanks within the Unit Area in order to ascertain the amount of merchantable oil above the pipeline 50 connection, in such tanks as of 7:00 a.m. on the Effective 51 52 Date hereof. All such oil which has then been produced in accordance with established allowables shall be and remain 53 the property of the Working Interest Owner entitled thereto, 54 the same as if the unit had not been formed; and the 55 responsible Working Interest Owner shall promptly remove 56 57 said oil from the unitized land. Any such oil not so removed shall be sold by Unit Operator for the account of 58 such Working Interest Owners, subject to the payment of all 59 60 Royalty to Royalty Owners under the terms hereof. The oil that is in excess of the prior allowable of the wells from 61 which it was produced shall be regarded as Unitized 62 63 Substances produced after Effective Date hereof. 64

If, as of the Effective Date hereof, any tract is over 65 66 produced with respect to the allowable of the wells on that Tract and the amount of over-production has been sold or 67 68 otherwise disposed of, such over-production shall be regarded as a part of the Unitized Substances produced after 69

the Effective Date hereof and shall be charged to such Tract

as having been delivered to the parties entitled to Unitized Substances allocated to such tract.

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SECTION 38. NO SHARING OF MARKET. This Agreement is not intended to provide and shall not be construed to rovide, directly or indirectly, for any cooperative refining, joint sale or marketing of Unitized Substances.

SECTION 39. STATUTORY UNITIZATION. If and when Working Interest Owners owning at least seventy-five percent (75%) 10 Unit Participation and royalty Owners owning at least seventy-five percent (75%) Royalty Interest have become 13 parties to this Agreement or have approved this Agreement in writing and such Working Interest Owners have also become 14 15 parties to the Unit Operating Agreement, Unit Operator may make application to the Division for statutory unitization 16 of the uncommitted interests pursuant to the Statutory 17 Unitization Act (Chapter 65, Article 14, N.M.S. 1953 18 If such application is made and statutory 19 Annotated). unitization is approved by the Division, then effective as 20 21 of the date of the Division's order approving statutory 22 unitization, this Agreement and/or the Unit Operating Agreement shall automatically be revised and/or amended in 23 24 accordance with the following:

(1) Section 14 of this Agreement shall be revised by substituting for the entire said section the following:

"SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, all tracts within the Unit Area shall be entitled to participation in the production of Unitized Substances."

Section 24 of this Agreement shall be revised by (2)substituting for the first three paragraphs of said section the following:

"SECTION 24. EFFECTIVE DATE AND TERM. 38 This 39 Agreement shall become effective on the first day of the 40 calendar month next following the effective date of the Division's order approving statutory unitization upon the 41 terms and conditions of this Agreement, as amended (if any 42 amendment is necessary) to conform to the Division's order; 43 approval of this Agreement, as so amended, by the Land 44 45 Commissioner; and the A.O. and the filing by Unit Operator of this Agreement or notice thereof for record in the office 46 47 of the County Clerk of Eddy County, New Mexico. Unit 48 Operator shall not file this Agreement or notice thereof for 49 record, and hence this Agreement shall not become effective, 50 unless within ninety (90) days after the date all other prerequisites for effectiveness of the Agreement have been 51 52 satisfied, such filing is approved by Working Interest Owners owning a combined Unit Participation of at least 53 sixty-five percent (65%) as to all Tracts within the Unit 54 55 Area."

"Unit Operator shall, within thirty (30) days after the 57 58 Effective Date of this Agreement, file for record in the office of the County Clerk of Eddy County, New Mexico, a 59 certificate to the effect that this Agreement has become 60 effective in accordance with its terms, therein identifying 61 the Division's order approving statutory unitization and 62 stating the Effective Date." 63 64

This Agreement and/or the Unit Operating Agreement 65 (3) 66 shall be amended in any and all respects necessary to conform to the Division's order approving statutory 67 unitization. 68



Any and all amendments of this Agreement and/or the Unit Operating Agreement that are necessary to conform said agreements to the Division's order approving statutory unitization shall be deemed to be hereby approved in writing by the parties hereto without any necessity for further approval by said parties, except as follows:

If any amendment of this Agreement has the (a) effect of reducing any Royalty Owner's participation in the production of Unitized Substances, such Royalty Owner shall not be deemed to have hereby approved the amended agreement without the necessity of further approval in writing by said Royalty Owner; and

(b) If any amendment of this Agreement and/or the Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

Executed as of the day and year first above writt
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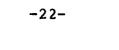
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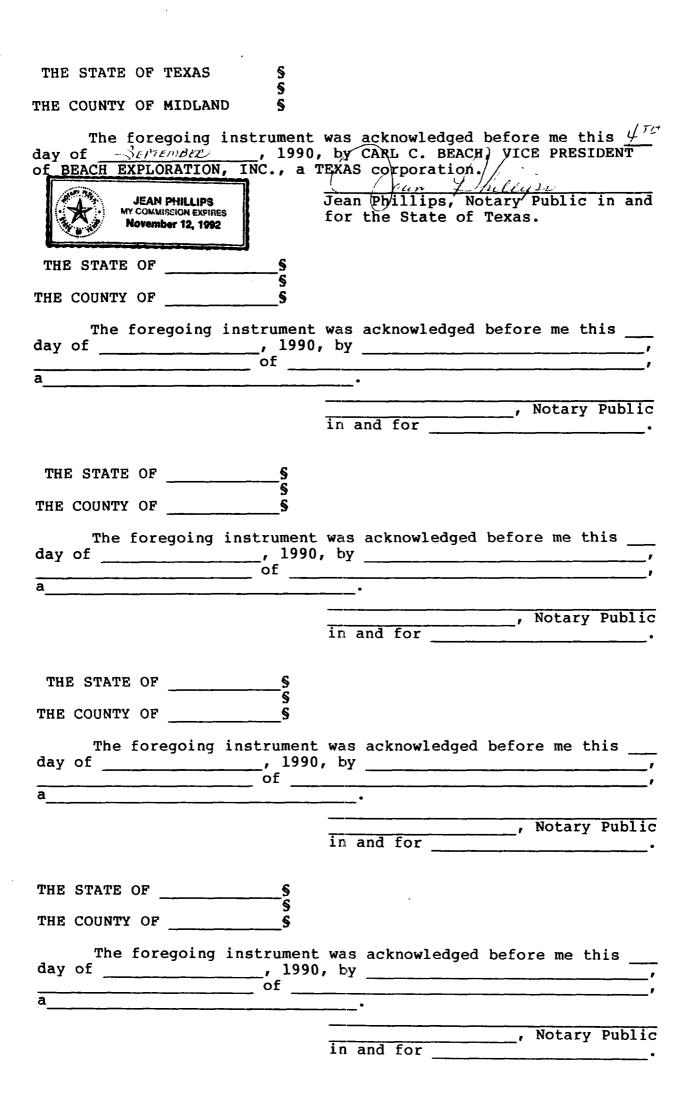
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COUNTY, NEW MEXICO LT AGREEMENT

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RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

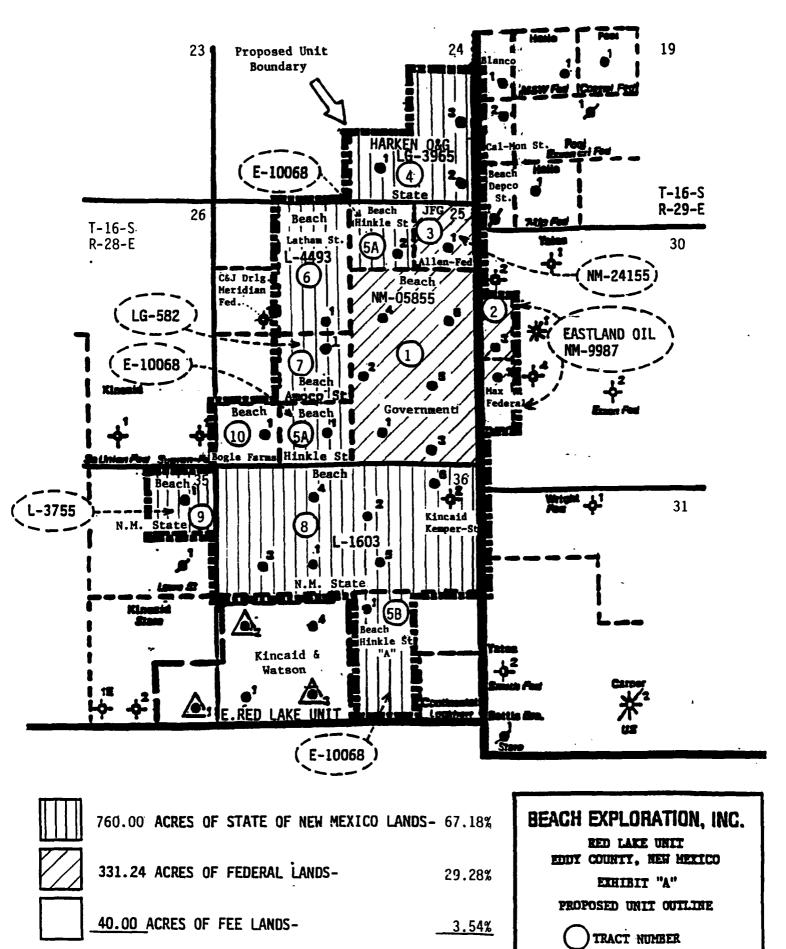
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Before me, the undersigned authority, on this day personally appeared known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_, A.D. 1990. in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_\_S THE COUNTY OF Before me, the undersigned authority, on this day personally appeared known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1990. in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_\_§ THE COUNTY OF \_\_\_\_\_ Before me, the undersigned authority, on this day personally appeared known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_, A.D. 1990. in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_\_S THE COUNTY OF Before me, the undersigned authority, on this day personally appeared known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1990. in and for \_\_\_\_\_, Notary Public

RED LAKE UNIT

EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

-24-



1131.24 ACRES TOTAL

NOTE: ALL LEASES WITHIN PROPOSED UNIT ARE HBP.

100.00%

SCALE: 1"= 2000'

12-13-90

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	5/2 SE/4,NE/4 SE/4 SECT. 24 T-16-5,R-28-E NMPM	TOTAL FEDERAL ACREAGE		NE/4 NE/4 SECT. 25 T-16-S.R-28-E	LOTS 2 & 3 SECT. 30 T-16-S,R-29-E NMPM	SE/4,S/2 NE/4 SECT. 25 T-16-5,R~28-E NMPM	DESCRIPTION	
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# EXHIBIT "C"

# TRACT PARTICIPATION RED LAKE UNIT EDDY COUNTY, NEW MEXICO

# UNITIZATION PARAMETER: ULTIMATE PRIMARY RECOVERY

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<u>TRACT</u>	LEASE NAME	OPERATOR	ULTIMATE Recovery	TRACT PARTICIPATION
1	Government	Beach Expl.	190,263	43.8181
2	Max Federal	Eastland <sup>°</sup> Oil	16,471	3.7933
3	Allen Federal	JFG Ent.	5,208	1.1994
4	State "24"	Harken O & G	30,179	6.9503
5A	Hinkle State	Beach Expl.	74,682	17.1995
5B	Hinkle State "A"	Beach Expl.	4,241	0.9767
6	Latham State	Beach Expl.	12,573	2.8956
7	Amoco State	Beach Expl.	5,824	1.3413
8	N. M. State "36"	Beach Expl.	72,526*	16.7029
9	N. M. State "35"	Beach Expl.	13,351	3.0748
10	Bogle Farms	Beach Expl.	8,893	2.0481
	TOTAL		434,211	100.0000

\* Includes 8,311 barrels of reserves for undrilled interior location
on N. M. State "36" lease (Ultimate primary for N. M. State "35" &
"36" = 77,566/ 7 wells = avg. of 11,081 x 75% = 8,311)

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3	RED LAKE UNIT	BEACH EXPLORATION, INC.

TRACT NUMBER

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EXHIBIT "D"

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1.88888888	1.82220920	1.883888888	1.03868388	1.00000000	1.08988888	1.89977898	1.888888888	1.888888888	1.98868888	1.88888888		-
9.6999999	3.88888888		0.00000000	8.89375888	0,09375000	8.89375888	0.09375008	8.89375888	8.89375888	8.89375888		WEST, CHARLES L
8.83888888	8.02888888	8.45288088	0.00688008	2.20022002	8.00080008	8.00000000	8.86868668	6.88288888	8.80288688	8.888888888	<b>ی</b> ۔	TRISE DIL & MINING CO.
6.20000000	0.098888888	8888888	0.00000000	0.84156667	8.84166667	8.84166667	8.84166667	8.84166667	8.04166667	8.84166667	-	SITTON, RONALD
6.29822828	8. 88388888	8.88888888	0.00000000	8.08375098	0.08375000	0.28375828	0.08375 <b>800</b>	0.88375888	8.08375888	8.98375988		SITTON, P & E CORP.
8.02900888	8.83888888	8.00088899	2.99999999	8.8833333	0.08333333	8.88333333	0.08333333	0.88333333	0.08333333	8.88333333		SITTON ENTERPRISES
6.89696696	8.08980888	6.00203068	8.08888888	8.03758008	8.83758888	8.83758698	8.23758802	0.83758888	0.03750000	8.83758088		RUSE. J P
	8.88888888	2.02088938	8. 38023998	8.21258888	0.21250000	0.21250000	0.21250000	6.21258888	8.21258888	8.21258888	~	NORTON, SHERMAN H., JR
	2.03388888	6.92628888	0.00000000	8.06258888	8.86258888	8.86258888	0.06250000	8.86258088	8.86258888	8.8625 <b>888</b> 8		MARRELL, DON
	2.29638383	2.00000000	8.8888888	8.83125888	8.83125888	8.83125880	8.83125688	0.83125889	0.03125008	8.83125888		McDONALD, B K
	8.888888888	0.88898888	8.20000000	8.83125888	0.83125088	8.83125898	8.83125888	8.83125088	0.03125000	8.83125888		MCDONALD COMPANY
	8.8888888	. 2020202	8.08000888	6.01838868	8.31980389	8.81868888	8.81888888	8.81000000	8.81888888	8.81888888	qj	JOHNSON, DEIRDRE J, IP
-	8.03888838	0.0000000	0.02000000	8.03125068	0.03125008	6.03125880	8.03125088	8.83125888	8.83125888	8.83125888		HOLLAND, DAVID L
	8.88888888	88888888	8.88888888	8.888888888	8. 69889688	0.00000000	8.02000000	0.00008888	6.888888888	8-888888888		EZTELL JR., T. CALDER
0.95000000	8.88888888	2.28823283	6.80080000	8.88088888	0.00000000	8.80088889	8.838888	. 8.88888888888888888888888888888888888	8. 60680888	2.60668000		EASTLAND DIL CO.
. 888888888	8.88838838	8.0000000	8.88888888	0.81082088	8.01888888	8.81808888	8,01000000	8.81888888	8.81880808	9-8198888		SROWN ROYALTIES IP
2.2020220	3. 33038888	2.00000088	8.68068886	8.17758888	8.17758688	0.17759000	8,17758888	8.17758888	8.17758888	8.17758888		BEACH, WILLIAM N
8.00000000	8.08889898	2.38888888	8.88888888	0.03125080	0.03125000	8.83125888	8.83125088	8.83125088	0.03125000	8.83125888		BEACH, CARL C
3 8.6886888	1.00030208	1 6.55888888	1.88888888	8.00000088	8.02238888	66283889.2	8.880888888	8.88888888	8.2882285	8.88868888	· ·	BEACH EXPLORATION, INC.
3 8.82088888	) 8.00008088	5 8. 22226282	8.88888888	8.86258888	0.86258888	0.06250000	<b>8.8</b> 625 <b>8888</b>	8.86258888	9.86259899	8.8625 <b>8888</b>		BALDWIN,J.H.
NAX-FEVERAL	ALLEN-TEDERAL	BUVERNNEN I.	SIALE 24	NA SIAIE JO	NN SIALE SS	LATHAN STATE	HINKLE STATE A L		ANUCO STATE BUGLE FARMS HINKLE STATE	ANOCO STATE		TRACT WORKING INTEREST

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BEACH EXPLORATION,INC. Red lake unit Eddy Cd.,New Mexico		· · ·				EXHIBIT "D"		· .	-		·	PAGE 2
TRACT NUMBER		7	18	5A	58	. <b>6</b>	, ę	<b>1 1 1 1</b>	4		ы	2
RED LAKE UNIT WORKING INTEREST	TOTAL	ANDCO STATE	BOGLE FARMS	HINKLE STATE	HINKLE STATE A	A LATHAM STATE	NH STATE 35	NH STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	NAX-FEDERAL
BALDWIN,J.H. BALDWIN,J.H. BEACH, CARL C BEACH, CARL C BEACH, WILLIAM N BEACH, WILLIAM N BEACH, WILLIAM N BEACH, WILLIAM N BEACH, DOLL CO. EZZELL JR.,T. CALDER HOLLAND, DAVID L JOHNSON, DEIRDRE J, IP MCDONALD COMPANY MCDONALD COMPANY MCDONALL COMPANY MCDONALD CO	8.8276494       8.80853838         8.3224966       8.808641928         8.4136247       8.80841928         8.8136247       8.80813419         8.8044248       8.80813419         8.8084247       8.80813419         8.8084247       8.808813419         8.8084247       8.808813419         8.8084247       8.808813419         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.8138247       8.80841928         8.81382587       8.80841928         8.81452876581       8.80841928         8.8155876       8.808112338         8.81971814       8.80853386         8.81971814       8.808535898         8.81971814       8.808558788         8.81971814       8.80855875898         8.81971814       8.80855878	8.80853838 8.80853838 8.80841928 8.80841928 8.80841928 8.80841928 8.80841928 8.80841928 8.80841928 8.80841928 8.80841928 8.80841928 8.80858383 8.80858383 8.80858383 8.80858383 8.8085838 8.808588 8.8085838 8.80858 8.8085838 8.808588 8.8085838 8.80858 8.	2.8827589 2.882558 2.88265488 2.888654888 2.888558 2.888558 2.888558 2.888558 2.88854888 2.88854888 2.88854888 2.88855348 3.888885348 2.88855348 2.88865348 2.88865348 2.88865348 2.88865348 2.88865348 2.88865348 2.88865348 2.88865348 3.888685348 3.88865348 3.88865348 3.88865348 3.88865548 3.88865555555555555555555555555555555555	9,81974978 8,81974978 8,809388888 8,8052928 8,8052928 8,8052928 8,80938888 8,80937488 8,80537488 8,80537488 8,80557488 8,80554898 8,810544978 8,81433298 8,81433298 8,81443298 8,81433298 8,81433298 8,81433298 8,81433298 8,81512458 8,81512458 8,719958	8. 08128016       0. 01074970       0. 00060080         8. 00080000       0. 00080080       0. 00080080         8. 00080000       0. 00080080       0. 00080080         8. 00080000       0. 00052928       0. 00080000         8. 00080000       0. 00052928       0. 00052928         8. 00080000       0. 00052928       0. 0003052928         8. 0008000       0. 00052928       0. 00030529         8. 00020400       0. 00172000       0. 00030528         8. 00020400       0. 00172000       0. 00020770         8. 000537480       0. 00030528       0. 0000000         8. 000537480       0. 00030528       0. 00030528         8. 000537480       0. 00030528       0. 00030528         8. 000537480       0. 00030528       0. 00030528         8. 000537480       0. 00030528       0. 00030528         8. 000537480       0. 00030528       0. 00030528         8. 000537480       0. 00030528       0. 00030528         8. 000537480       0. 00030528       0. 00030528         8. 000537480       0. 00030528       0. 00030528         8. 000537480       0. 000330528       0. 000330528         8. 000537480       0. 000330528       0. 000330528	10         10<				8. 248999999999999999999999999999999999999	3.         3.<	
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<b>NET REVENUE INTEREST</b>	RED LAKE UNIT	BEACH EXPLORATION, INC.
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EXHIBIT " D"

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TRACT N.R.I.	ANOCO STATE BOGLE FARMS		HINKLE STATE	HINKLE STATE A L	LATHAM STATE	NM STATE 35	NN STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	NAX-FEDERAL
BALDWIN, J. H.	8.85978138	8.84687588	8.84898628	8.84898638	8.85078138	8.85888888	0.05808888	8.08888088	8.060088080	8.98988988	2. 89888888
BEACH EXPLORATION, INC.	6. 22226929	8.86888888	8.88888888	8.20023988	8.88888888	8.00888800	8.89988888	C.74580388	8.46750288	0.845 <b>88888</b>	6.66838888
BEACH, CARL C	8.82539868	8.82343758	8.02445310	8.8244531B	8.82539868	8.82588888	8.82588888	0.00000000	0.8888888	8.00000088	6.00000000
BEACH, WILLIAM N	8,14421888	8.13312500	0.13889380	0.13889380	8.14421878	0.14200088	8.14200888	0.00000000	8.2222228	8.02820888	8.68688888
BROWN ROYALTIES IP	8.88812588	0.88758888	0.00782508	0.00782500	8.88812588	8.26382288	8.8888888	8.00000000	8.06088388	8.2628888	8.88398988
EASTLAND DIL CO.	0.2020023	8.888888888	0.688886688	6. 99999999	0.96899989	8.60886690	0.20068888	2.82388808	2.88838038	8.88833888	8.71258888
EZZELL JR., T. CALDER	8.96692692	8.66080888	8.98698888	8.09000328	8.88882098	2.00008008	3.80008088	0.00000000	6.98988888	8.80880888	8.83758888
HOLLAND, DAVID L	8.82539868	8.02343750	0.02445310	8.82445318	0.02539860	8.02580088	0.62500888	8,88888888	0.90069888	8.88888888	8.88888888
JOHNSON, DEIRDRE J, IP	6.88812588	8.88758888	<b>a. 80</b> 782560	0.80782509	0.88812588	8.6938888888	8.88888888	0.02020000	8.80868888	8.88838888	2.99099988
MCDONALD COMPANY	• 8.82539868	8.82343758	8.82445318	0.02445310	8.82539868	0.82588688	8.82588088	8.80368888	0.00886888	8.00022888	8.88888888
McDONALD, G K	8.82539868	8.82343758	8.82445318	8.82445318	8.82539868	6.82508888	8.02588888	0.00000888	2.60888888	8.000080808	8.88888888
NARRELL, DOM	<b>8.8587</b> 8138	0.04687500	8.94898638	8.84898638	0.05078130	0.25000200	8-8588888	8,00088008	0.586888608	8.00008808	8.888888888
MORTON, SHERMAN H., JR	8.15539868	8.14343758	8.14965318	0.14965310	2.15539248	8.153888888	0.15308008	8.02220222	8.88688888	0.00000000	6.23333388
ROSE, J P	8.83846878	8.02812500	8.02934388	0.02934370	8.63846888	0.03008809	0.03000000	6.80000000	2.68888628	5.00000088	0.80868288
SITTON ENTERPRISES	8.86778838	8.86250008	8.86528838	8.86520838	0.06770830	0.06666678	0.86666670	0.000000000	2.00000000	0.00000000	2.20008000
SITTON. P & E CORP.	8.86884698	0.06281250	8.86553448	0.06553450	0.06804690	~8.86788888	8.86728980	8.82888288	2.20035080	8.00020288	8.00000000
SITTON, RONALD	8.83385428	8.83125888	8.83268428	0.83268428	8.03385428	0.03333330	8.8333338	8.08868888	8.20382348	8.00000800	8.00000000
TRIGG DIL & MINING CD.	. 8.888888	8.88089806	8.88888888	0.00000000	8.86666666	8.8688888	0.0000000.	0.000000000	0.38250000	0.80000000	8.20000000
WEST. CHARLES L	8.87617198	8.07031258	8.87335948	0.07335930	0.27617198	0.07586388	0.07500000	2.22066228	8888888.8	8.88888888	8.98838988
TOTAL WORKING INTEREST M.R.I.	8.79523448	8.73486258	8.76587198	8.76587198	8.79523448	0.78306000	0.78300000	8.74588888	0.35000000	0.84508880	8.75008980

93 99 97 84 97 97 97 97 97 97 97 97 97 97 97 97 97	174 1711 14 12 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	64 67 61 61 61 61 61 61 61 61 61 61 61 61 61	*****	, , , , , , , , , , , , , , , , , , ,		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		14 84 84 14 14 14 14 14 14 14 14 14 14 14 14 14		
1.68276633	1.00000080	1.88888388	1.08080008	1.86968688	1.00000000	1.08888888	1.88888888	1.20228008	1.000000000	1_020200000	
8.25888888	0.15588808	8.15888888	8.25586888	8.217888888	0.217000000	0.28476568	0.23412810	8.23412818	8.26593758	8.20476568	TOTAL NUR WORKING INTEREST N.R.I. ·
	9.00000000	BRABACZB 8				0.0088988	8.88880808	8.8686868	8.0333388	8.88888888	VATES EXFLORATION CU.
2.00000000	3.8888868	8.68898888	0.00250000	8.0888888	6.98069098	8. 800008880	6.83882888	8.88866888	8.02333338	6. 2266228	VOZAS, MARK S.
3.88888888	0.00000000	0.00000000	0.23833688	6.88838888	8.88388888	2.82888888	0.00000000	8.12588888	2.99999998	8.12508888	STATE OF NEW MEXICO
0.00000000	8.888888888	0.0000000	0.02038380	0.00250088	8.80258808	8.000000000	0.00830002	8.20009226	8.23833998	0.86062888	SCHWEINFURTH, MARK
8.83888888	8.08800000	8.88988698	8.98809889	4.99099099	0.00000888	8.88226888	0.92036688	2.66633888	8.888888888	8.88868888	RYAN, MARTHA M.
6.88288868	0.00030000	8.60088888	0.02000688	0.01980000	0.01002880	8.80808888	8. 80988888	6.6828888	8.888998888	8.88888888	PRUDE: RANDALL
0.02003000	8.08060830	8.88888888	0.02000000	0.01799888	0.01700000	8.81726568	8.81662818	8.01462810	8.01593758	8.81726568	WORTON. GAIL L
6.88338888	8.88888888	6.89696969	0,02020000	8.8888888	8.8988888	8.88937568	8.80088888	8.20002200	8.8388338	8.888888888	2. 5. 0.
8. 68999998	2.00000000	8.88888888	0.00000000	0.000000000	0.00000800	8.08937588	8.88383889	8.88822288	6.08839833	0.00000000	ESTATE
8.02006022	6.0000000	6.69600968	0.20088888	0.02803808	8.08999868	8.89998690	0.00218758	8.88218758	8.00088888	8. 20200080	
8.69998688	0.00000000	0.00000000	8.06999988	0.00600088	8.84886888	8.00202828	8.88218758	0.80218750	8.90900088	0.00888888	MORRIS. ALEXANDRA C
8.12588888	8.12588888	8.125888888	0.125288800	0.12500000	0.125888888	8.12500088	8.12588888	2.26308888	8: 92930388	2.00000000	
8.08209200	2.83833898	8.98888888	8.00003880	8.88888888	8. 28262628	8.80888888	8.08888888	8.88888888	8.12588888	8.88888888	MIDWEST INVESTMENT CO
0.88803888	8.00888888	8.88088888	0.00002008	8.84687588	0.04687580	8.88888888	8.90999999	8. 88888888	8.88888888	8. 20200050	MARALO INC
8.88988388	8.9888888	8.89693238	8.28888888	0.01562500	0.01562500	8.20002020	0.00000000	8.68888888	8.86928888	8.8888888	LOWE ERMA
8.88888888	8.88888888	8.80988888	2.88000088	8.0688888	0.00000000	8.81562588	8.8686868	88888888888	8. <b>888888</b> 88	2.6982228	LATHAM CO., E L
2.00000000	8.98883888	8.88888888	8. 92893899	8.88888888	0.00088888	8.8868888	0.07500000	8.97598399	8.88999888	8.96803833	HINKLE INVESTMENT COMPANY
6.02268022	6.00000000	9.60000000	0.00000000	2.00000000	8.88888888	8. 20262999	0.00437508	a.a0437568	8.80299888	8. 58898888	HILBURN. SAME
8.88888888	8.86888668	8.88988888	0.88989898	8.88888888	8.88888888	8.88868888	8.08437588	8.88437588	2.00000000	8.98939882	
8.68888888	2.99923688	6.00000000	0.86639883	8.88838880	8.80888888	6.99999999	8.88437588	8.88437588	2.88888888	8.0000000	FRANKLIN. ROBERT O. JR
8.09568888	6.90988999	8.6886688	0.12500000	6.66633228	8.20022868	8.02302002	8.83838888	0. 30888888	8.88888888	8.88228986	EXXDN
2.68683888	8.6800808	8.00000000	8.68668888	8.00003000	8.83586672	8.08937588	8.83838888	0.98888888	86868888 8	8.88888888	ERICKSON: W R & WANDA FAE
8.86686868	0.00020006	8.00088000	8.00660689	8.88888888	8.26232299	8.00006008	6.8088888	8.9999898	8.86258888	0.80883388	DARTMOUTH COLLEGE ENDOWMENT
6.88888888	8.88883888	8.8888888	0.00250000	2.88889982	8.20000000	6.99000869	8.8898888	8.80088888	8.03030800	8. 20632322	CHILDERS, MICHAEL R.
8. 20025980	6. 66828888	6.56669999	0.00000000	8.89999988	8. 38383888	8.88937588	8.88888899	8.99696998	8.98888838	8. 388888888	CBF COMPANY
	5. 0660080	8.9969668	0.0000000000000000000000000000000000000	0.0000000	0.00000000	0.00737500	2.88028888	8.00000000	8.8888888888888888888888888888888888888	8. 20000020	CALLAWAY, V J
				00000000 00000000000000000000000000000	0.00000000	0.8000000	8.6222268	2.20200088	8.86259888	8.88888888	EDGLE FARMS, INC.
				000000000000000000000000000000000000000		0.000000000	8.88888888	0.0969688	8.866888888	0.86250000	ANDED PRODUCTION
6.688888888	8.83888388	2.00000000	8.00000000	8.888888888	8. 28389998	0.00000000	2.2222222	8.888888888	8.88888888	8.99999098	ALLEN, G.W. & JUANITA 6.
MAX-FEDERAL	ALLEN-FEDERAL	GDVERNMENT P	STATE 24	NH STATE 36	NM STATE 35	LATHAM STATE	HINKLE STATE A L	HINKLE STATE H	BOGLE FARMS	AMOCO STATE	TRACT N.R.I.
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EXHIBIT " D" .

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BEACH EXPLORATION,INC. RED LAKE UNIT NET REVENUE INTEREST

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TRACT NUMBER		7	18	5A	58	6	, <b>9</b>	œ		<b>.</b>	ы	2
RED LAKE UNIT - N.R. I.	TOTAL	AMOCO STATE BOGLE FARMS		HINKLE STATE	HINKLE STATE A LA	I LATHAM STATE	NM STATE 35	NM STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
BALDWIN, J.H.	8.8218897	8.90868118	8.8899988.8	0.88841168	8.88847778	0.00147040	8.88153748	8.88835158	- 0. 88888888	8. 88888888	8.98989988	8.88888888
BEACH EXPLORATION, INC.	0.2667639	2.68623808	6.00000000	0.00000000	8.888888888	6.98900000	8.98988888	2.66663668	8.05177968	8.28484958	8.01813488	3 888888888
BEACH. CARL C	8.8189448	8.88834868	8. 99648888	8.88428588	8.8823889	8-88873528	8.88876878	8.08417578	8.89888888	8. 88388888	8.00028000	3 8. 8980399
BEACH, WILLIAM N	8.8621665	8.88193438	8.88272658	0.02388988	8.00135658	8.88417688	8.88436618	8.02371810	0.00000000	8.88988888	8.8888888888888888888888888888888888888	9.88888888
BROWN ROYALTIES IP	8.8835824	8.88819788	8.88815368	8.88134598	8,88887648	0.00023530	0.00024600	0.00133620	8.88988888	8. 88888888	8.000000	) 2.65233862
EASTLAND DIL CO.	8.8278273	86986888	6.00000088	6.88998988	8.88889988	0.2668888	2.88888888	6.000000.0	8.00028888	8.20008020	8.00880088	8.82782738
EZZELL JR. T. CALDER	8.8814225	8.05888888	8.9622623	8.00008988	8.88888888	0.88888888	8.88888888	•	8.88888888	8.88086888		_
HOLLAND, DAVID L	8.8189448	6.20234269	8.06048898	0.88428588	<b>8, 888</b> 23888	8.88873528	0.00076870	•	8.00000000	8.80988888		
JOHNSON, DEIRDRE J, IP	8.8835824	8.68816988	8.88815368	8.88134598	0.00007640	0.00023530	8.88824688	0.00133620	0.000000000	8. 2003222	·a. 88888888	) 8.88888888
MCDONALD COMPANY	0.0109448	8,88634868	0.00048000	8.88428588	0.00023880	8.00073520	8.80076878	8.08417578	0.00008008	8.88888888		_
MCDONALD, 6 K	3, 8189448	8.88834868	8.92948298	8.88428588	0.00023880	i e.eee7352e	0.00076870	8.88417578	8.00000000	8.93989988		
NARRELL, DON	8.8218897	0.00068110	8.88896888	8.88841168	0.00847770	0.20147040	0.00153740	0.88835150	8.96969696	8.000000000	2. 66088222	-
NORTON, SHERMAN H., JR	8.8469823	8.88288428	8.88293778	8.82573958	8.89146168		8.88478448	8.8255556	6.999999999	6. 20380888		8.08389088
RUSE, J P	8.0131338	8. 23842870	8.00857488	8.88584788	8.88828668		0.06092240	8.80581898	0.038888888	6.98088888	8. 88638888	8.86288688
SITTON ENTERPRISES	8,8291861	8.889898818	0.00128008	8.81121558	8.88863598	) <b>0.00</b> 196050	0.00204980	8.81113538	0.06039888	9.8999988	8.08888888	3 8.888888888
SITTON. P & E CORP.	8.8293328	8.88891278	0.08128648	8.81127158	0.00064010	1 8.88197838	8.88286818	8.81119898	8.88886388	8.60008888	8.88288888	2.88882282
SITTON, RONALD	8.0145938	8.88845418	8. 88864888	8.88568778	8.88831848	3.00098838	0.09102490	0.00554740	0.03033888	6.888888888	2.00020000	. 89883988
TRIGE OIL & MINING CO.	8.1676841	8.688888888	8.88963888	8.88888888	8.86960388	-	0.02000200	a. 33899228	8.00000000	8.16768418	8. 20002300	-
WEST, CHARLES L	8.8328345	8.98182178	8.88144888	8.81261748	8.88871658		8.00230618	0.01252720	0,38806880	0000000.3	0.00000080	8.83688888
			a a1537700	a 1717500	a aa7100aa	NSTCOLOG N	A 00107510	0 17878779	0 05177960	A.37245368	R872.1610 16	3_87844988

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EXHIBIT "D"

BEACH EXPLORATION,INC. Red lake unit NRI UNIT PARTICIPATION

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TRACT NUMBER		7	19	5A	58	6	9	œ	æ	1	ы	2
RED LAKE UNIT - N.R.1.	TOTAL	ANOCO STATE	BOGLE FARMS	HINKLE STATE	HINKLE STATE A	LATHAM STATE	NH STATE 35	NN STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
ALLEN.G.W. & JUANITA 6.	8.8883598	8888888888	8.88089888	8.8888888	8.96988998	5.06506060	8.088888888	0.00000080	8. 988888888	8.0622228	8.88835988	8.88888888
	8.8888383	8.8883838	8.60000000	8.88838888	0.0000308	6.68686888	0.88888888	8.98888999	8.80888888	0.00000000	-	8.68866888
BUGLE FARMS, INC.	8.8812888	8.003880000	8.88128098	8.2823228	8, 88888888	6.00283980	8.88888888	8.89688888	8.88888888	8.0000000	8.88888888	0.00200000
	8.8882715	8-8888888888888888888888888888888888888	0.00000000	8,88833888	0.00000000	0.00027150	8.880888888	8. 20669988	3.88889998	8.88828888	8.88888888	8.08000880
CBF COMPANY	8.8882715	0.00000000	866666688	6.89993888	8.20002203	8.88827158	8. 88888888	6.96932266	0.00000000	8.22202320	8. 38383888	8. 89809808
CHILDERS, MICHAEL R.	8.0081738	8. 98888888	8. 86888888	2.82386238	6.2698998	8. 88288888	0.00000000	8,6888888	8.88817388	8.88638868	2.88288888	8.00888888
DARTMOUTH COLLEGE ENDOWMENT	8.8812888	8.88888888	0.88128888	8.86898888	8.88888888	8.83888888	0.00000000	0.0000800	9.88820838	2.20030022	89999998	8.8888688
ERICKSON, W R & WANDA FAE	0.0082715	8. 22298828	0.00000000		8.8008888	0.00027150	8.02000000	5.80802808	0.00000000	8.88888008	8. 28968888	6.00080088
EXXON	8.8122915	8.00000000	8.888888888	0.66223888	0.06960898	8.88888888	0.02000000	8.8888888	8.88868798	8. 20098028	2.688888888	8.88368368
FRANKLIN, ROBERT D, JR	8.0087952	8.96299988	8.88888888	0.88875258	0.08804278	8.80288888	0.88888888	8. 80008888	0.0000000	8.8888888	8.88288888	2.000000000
	8.8887952	8.88888888	0.00000000	8.98875259	8.86894278	8.88888888	8.888888888	8. 888888888	8. 20000000 8. 200000000	8.88898888 2.20000000	3.0000000	8.888888888888888888888888888888888888
	2.000/732			01000010 0 01200010	0.000577750	00000000000000000000000000000000000000	446424666 A	8. 999999999	0.000000.0	8. 89889988 8. 99889988	8. 89899888	0.220022
ATHAM COL F 1	8.8884524	8. 88888888	8.888888888	8.8888888	0.00080088	8.83845248	8. 82862888	8. 88288888	8.06888888	8. 28828928	8.88888888	6. 59999999
	8.8838982	6.20226822	6.88888888	8.96388888	2.09969898	8.2020288	8.88848848	0.00268988	8.888888888	0.02262269	8.8888888888888888888888888888888888888	6.28888682
MARALO INC	8.0892788	8.08898888	0.85688888	4.60999999	2.020666680	8.00000000	0.00144130	@.80782950	0.88089996	8.2002338	8. 98888888	0.00000000
MIDWEST INVESTMENT CD	0.0025601	8.86688888	8.88256818	8.0000000	2.88888888	8.88888888	8.8888888	8,00000088	0.00000000	8668886.8	8.88888888	8.88888888
	8.8992651	8.438888888	0.0000000		0.00022120	8.883017/8	0.00004000	000/000 000 000	0.00000/70	0,00000000	0.00147740	0000000 0 00177700,0
MURDIE DODEDT D	0.0003776 2 22270776	0.02222222 0.022222222	0.050000000000000000000000000000000000	0 99977678	0.00002178 0.00002178	8. 60000000 8. 60000000	0.0000000000000000000000000000000000000	8-88888888	8.98688998 8.98688998		8. 98688899	6.6666666.6
MUMFORD ESTATE, CHARLES E	8.8682715	8.88888888	0.22068228	8.80200888	0.06886688	8.00027150	8.08888888	8.8888888	8.06866888	8.0828288888	8.888888888	8.68866688
2. *. 	8.8882715	8. 23239000	8.88688888	8.288888888	0.88888888	8.88827158	8.8288888	8.0208082	8. 88888888	8.222228	8.88888888	8.88398888
NORTON, GAIL L	8.8874431	8.88823168	8.88832718	<b>a. 88</b> 285998	8.08816248	8.88849998	8.08852270	8.80283950	8. 38632889	8.80888888	0. 53939999	8.68898888
	8.2019778	8. 00888888	6.88888888	8.88808888	0.00868800	6.60000060	0.00030750	8.00167838	8.00088808	8.8988888	8.88888888	8.8888888
RYAN, MARTHA M.	0.0011380	8.00000000	6.89682288	8.82286282	8.0222808	8.88888888	0.02636393	8.88888888	8.8888888	2.00083882	6.22689888	8.80113888
SCHWEINFURTH, MARK	ð <b>. 85</b> 84945	6. 88688888	8. 29902288	6. 26290985	8.88688888	8.80000000	8.00807698	8.08841768	0.00000808	ଜ. ଅପେଟପତସ୍ପ	8.86888888	8.88306888
	8.8231765	8.08167678	0.82088888	0.02149980	2.36063369	0.08898388	8.088888888	8. 99923998	0.00000000	6.00000000	6.00000000	8.28820822
VOZAR, MARK S.	8.8881738	8.8888888	8.80088888	6.86888888	8.00888000	8.888888888	0.8008080	0. 8088888	6.00017380	8.88888888	8.8588888	38996668° 8
YATES EXPLORATION CO.	8,0189545	8.8888888888	8.80088888	8.89988899	5.06938698	0806066	9,9999988	66996666	98698889.8	8.8187545 <b>8</b>		. 99696969 . A
· · ·	8, 19439868	8.88274668	8.90544728	0.04026920	8.88228788	<b>6.88</b> 592 <b>5</b> 58	8.8856726 <b>8</b>	8.83624538	8.81772348	8.86572748	0.88185920	<b>8.80</b> 948328
	1.020000	8.8134138	8.0284818	8.1719958	8.8897678	<b>ð. 8</b> 289568	8.8307480	8.1678298	8.8695838	6.4381818	8.0119948	D. 8379338

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BEACH EXPLORATION,INC. Red lake unit NRI Unit Participation

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Exhibit "c"

UNIT OPERATING AGREEMENT RED LAKE UNIT EDDY COUNTY, NEW MEXICO September 4, 1990 (Revised January 8, 1991)

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# UNIT OPERATING AGREEMENT RED LAKE UNIT EDDY COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the <u>4th</u> day of <u>September</u>, 1990, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto;

# WITNESSETH:

WHEREAS, the parties hereto as Working Interest Owners have executed, as of the date hereof, an agreement entitled <u>"UNIT</u> <u>AGREEMENT, RED LAKE UNIT</u>", herein referred to as "Unit Agreement", which, among other things, provides for a separate agreement to be entered into by Working Interest Owners to provide for Unit Operations as therein defined.

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

#### ARTICLE 1 CONFIRMATION OF UNIT AGREEMENT

1.1 <u>CONFIRMATION OF UNIT AGREEMENT</u>. The Unit Agreement is hereby confirmed and by reference made a part of this agreement. The definitions in the Unit Agreement are adopted for all purposes of this agreement. If there is any conflict between the Unit Agreement and this agreement, the Unit Agreement shall govern.

# ARTICLE 2 EXHIBITS

2.1 **EXHIBITS**. The following exhibits are incorporated herein by reference:

2.1.1 EXHIBITS "A", "B", AND "C" of the Unit Agreement.

2.1.2 <u>EXHIBIT "D"</u>, attached hereto, is a schedule showing the Working Interest of each Working Interest Owner in each Tract, each Working Interest Owner's Unit Participation attributable to each such interest, and the total Unit Participation of each Working Interest Owner. The Unit Participation shall be applicable for the respective periods of time provided in Section 24 of the Unit Agreement except where a different phase Tract Participation, Unit Participation, or voting interest is herein stated. Exhibit "D", or a revision thereof, shall not be conclusive as to the information therein, except it may be used as showing the Unit Participations of Working Interest Owners for purposes of this agreement until shown to be in error and revised as herein authorized.

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

2.1.4 <u>EXHIBIT "F"</u>, attached hereto, contains insurance provisions applicable to Unit Operations.

2.2 **<u>REVISION OF EXHIBITS</u>**. Whenever Exhibits "A", "B", and "C" are revised, Exhibit "D" shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise Exhibit "D" from time to time as required to conform to changes in



ownership of which Unit Operator has been notified as provided in the Unit Agreement.

2.3 <u>**REFERENCE TO EXHIBITS**</u>. When Reference is made herein to an exhibit, it is to the exhibit as originally attached, or, if revised, to the last revision.

#### ARTICLE 3

### SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 OVERALL SUPERVISION. Working Interest Owners shall exercise overall supervision and control of all matters pertaining to Unit Operations pursuant to this agreement and the Unit Agreement. In the exercise of such authority, each Working Interest Owner shall act solely on its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.

3.2 <u>SPECIFIC AUTHORITY AND DUTIES</u>. The matters with respect to which Working Interest Owners shall decide and take action shall include, but not be limited to, the following:

**3.2.1** <u>METHOD OF OPERATION</u>. The method of operations, including the type or types of pressure maintenance, secondary recovery, or other enhanced recovery program to be employed on the Unit Area.

**3.2.2** <u>DRILLING OF WELLS</u>. The drilling of any well whether for production of Unitized Substances, for use as an injection well, or for other purposes.

**3.2.3** <u>WELL RECOMPLETIONS AND CHANGE OF STATUS</u>. The recompletion, abandonment, or change of status of any well, or the use of any well for injection or other purposes.

**3.2.4 EXPENDITURES.** The making of any single expenditure in excess of twenty-five thousand dollars (\$25,000); however, approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefore, and for completing, testing, and equipping the well, including necessary flow lines, separators, and lease tankage.

**3.2.5 DISPOSITION OF UNIT EQUIPMENT**. The selling or otherwise disposing of any major item of surplus Unit Equipment, if the current price of new equipment similar thereto is twenty-five thousand dollars (\$25,000), or more. All dispositions will be made in accordance with Exhibit "E".

3.2.6 <u>APPEARANCE BEFORE A COURT OR REGULATORY AGENCY</u>. The designating of a representative to appear before any court or regulatory agency in matters pertaining to unit operations; however, such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf and at its own expense.

**3.2.7** <u>AUDITS</u>. The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder provided that the audits shall:

 (a) not be conducted more than once each year except upon the resignation or removal of Unit Operator; and

(b) be made upon the approval of the owner or owners of a majority of Working Interest other than that of Unit Operator, at the expense of all Working Interest Owners other than Unit Operator; or,

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(c) be made at the expense of those Working Interest Owners requesting such audit, if owners of less than a majority of Working Interest, other than that of Unit Operator, request such an audit; and,

....

(d) be made upon not less than thirty (30) days written notice to Unit Operator; and

(e) be conducted in accordance with the Accounting Procedure, Exhibit "E", attached hereto.

**3.2.8 INVENTORIES.** The taking of periodic inventories under the terms of Exhibit "E".

**3.2.9 TECHNICAL SERVICES**. The authorizing of charges to the Joint Account for services by consultants or Unit Operator's technical personnel over five thousand dollars (\$5,000) per occasion if not covered by the overhead charges provided by Exhibit "E".

**3.2.10** ASSIGNMENT TO COMMITTEE. The appointment of committees to study any problems in connection with Unit Operations.

**3.2.11** <u>**REMOVAL OF UNIT OPERATOR.**</u> The removal of Unit Operator and the selection of a successor.

3.2.12 ENLARGEMENT OF UNIT AREA. The enlargement of the Unit Area.

3.2.13 ADJUSTMENT AND READJUSTMENT OF INVESTMENTS. The adjustment and readjustment of investments.

**3.2.14 <u>TERMINATION OF UNIT AGREEMENT</u>.** The termination of the Unit Agreement.

3.2.15 <u>AUDIT EXCEPTIONS</u>. The settlement of unresolved audit exceptions.

### ARTICLE 4 MANNER OF EXERCISING SUPERVISION

4.1 <u>DESIGNATION OF REPRESENTATIVES</u>. Each Working Interest Owner shall inform Unit Operator in writing of the names and addresses of the representative and alternate who are authorized to represent and bind such Working Interest Owner with respect to Unit Operations. The representative or alternate may be changed from time to time by written notice to Unit Operator.

4.2 <u>MEETING</u>. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one or more Working Interest Owners having a total Unit Participation of not less than ten percent (10%). No meeting shall be called on less than fourteen (14) days advance written notice, with agenda for the meeting attached. Working Interest Owners who attend the meeting may amend items included in the agenda and may act upon an amended item or other items presented at the meeting. The representative of Unit Operator shall be chairman of each meeting.

4.3 <u>VOTING PROCEDURE</u>. Working Interest Owners shall decide all matters coming before them as follows:

**4.3.1 <u>VOTING INTEREST</u>.** Each Working Interest Owner shall have a voting interest equal to its Unit Participation which is in effect at the time the vote is taken.

**4.3.2** <u>VOTE REQUIRED</u>. Unless otherwise provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters by the affirmative vote of four or more

- 3 -

Working Interest Owners having a combined voting interest of at least sixty-seven percent (67%).

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**4.3.3 VOTE AT MEETING BY NONATTENDING WORKING INTEREST** OWNER. Any Working Interest Owner who is not represented at a meeting may vote on any agenda item by letter or telegram addressed to the representative of the Unit Operator if its vote is received prior to the vote at the meeting.

4.3.4 <u>POLL VOTES</u>. Working Interest Owners may vote on and decide, by letter or telegram, any matter after submitted in writing to Working Interest Owners. If a meeting is not requested, as provided in Section 4.2, within seven (7) days after a written proposal is sent to Working Interest Owners, the vote taken by letter or telegram shall become final. Unit Operator will give prompt notice of the results of such voting to all Working Interest Owners.

### ARTICLE 5 INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

5.1 <u>RESERVATION OF RIGHTS</u>. Working Interest Owners severally reserve to themselves all their rights, except as otherwise provided in this agreement and the Unit Agreement.

5.2 <u>SPECIFIC RIGHTS</u>. Each Working Interest Owner shall have, among others, the following specific rights:

5.2.1 <u>ACCESS TO UNIT AREA</u>. Access to the Unit Area at such Working Interest Owner's own risk at all reasonable times to inspect Unit Operations, all wells, and the records and data pertaining thereto.

5.2.2 <u>REPORTS</u>. The right to receive from Unit Operator, upon written requests, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit Operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged to the Working Interest Owner that requests information.

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

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### ARTICLE 6 UNIT OPERATOR

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6.1 <u>UNIT OPERATOR</u>. BEACH EXPLORATION, INC., is hereby designated as the Initial Unit Operator.

6.2 <u>RESIGNATION OR REMOVAL</u>. Unit Operator may resign at any time. Unit Operator may be removed at any time by the affirmative vote of four or more Working Interest Owners having a combined voting interest of at least sixty-seven percent (67%), after excluding the voting interest of Unit Operator. Such resignation or removal shall not become effective until a successor Unit Operator has taken over Unit Operations. Unit Operator may not be removed until all debts owed by Working Interest Owners to Unit Operator have been paid. The requirement of sixty-seven percent (67%) of the voting interest approval for removal of Operator shall be exclusive of Operator, any related parties to Operator and any assignee of Operator or related parties on contemplation of this provision.

**6.3** <u>SELECTION OF SUCCESSOR</u>. Upon the resignation or removal of a Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners. The successor Unit Operator shall be selected by the affirmative vote of four or more Working Interest Owners having a combined voting interest of at least sixty-seven percent (67%).

### ARTICLE 7 AUTHORITY AND DUTIES OF UNIT OPERATOR

7.1 <u>EXCLUSIVE RIGHT TO OPERATE UNIT</u>. Subject to the provisions of this agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations.

7.2 WORKMANLIKE CONDUCT. Unit Operator shall conduct Unit Operations in a good and workmanlike manner as would a reasonably prudent Operator under the same or similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them informed of all matters which Unit Operator, in the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for any liability or damage, unless such resulted from gross negligence or willful misconduct.

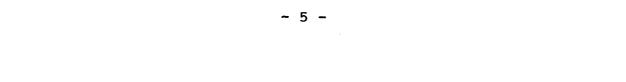
7.3 LIENS AND ENCUMBRANCES. Unit Operator shall endeavor to keep the lands and leases in the Unit Area and Unit Equipment free from all liens and encumbrances occasioned by Unit Operations, except the lien and security interest of Unit Operator granted hereunder.

7.4 **PROCEEDS OF PRODUCTION.** Unit Operator shall have the right to receive one hundred percent (100%) of the proceeds attributable to production from the purchasers and disburse these proceeds to the Working Interest Owners and Royalty Owners; provided, however, this provision shall not apply to any unitized substances taken in kind under Article 6.3 of the Unit Agreement.

**7.5** <u>EMPLOYEES</u>. The number of employees used by Unit Operator in conducting Unit Operations, their selection, hours of labor, and compensation shall be determined by Unit Operator. Such employees may be the employees of Unit Operator.

**7.6 <u><b>RECORDS**</u>. Unit Operator shall keep correct books, accounts, and record of Unit Operations.

7.7 <u>**REPORTS TO WORKING INTEREST OWNERS</u>.** Unit Operator shall furnish Working Interest Owners periodic reports of Unit Operations.</u>



**7.8** <u>**REPORTS TO GOVERNMENTAL AUTHORITIES**. Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.</u>

7.9 **ENGINEERING AND GEOLOGICAL INFORMATION**. Unit Operator shall furnish to a Working Interest Owner, upon written request, a copy of all logs and other engineering and geological data pertaining to wells drilled for Unit Operations.

7.10 **EXPENDITURES**. Unit Operator is authorized to make single expenditures not in excess of twenty-five thousand dollars (\$25,000) without prior approval of Working Interest Owners. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.11 WELLS DRILLED BY UNIT OPERATOR. All wells drilled by Unit Operator shall be at the usual rates prevailing in the area. Unit Operator may employ its own tools and equipment, but the charge therefor shall not exceed the usual rates prevailing in the area, and the work shall be performed by Unit Operator under the same terms and conditions as are usual in the area in contracts with independent contractors doing work in a similar nature.

7.12 <u>MATHEMATICAL ERRORS</u>. It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical errors which might exist in the exhibits to this agreement.

7.13 <u>BORDER AGREEMENTS</u>. Unit Operator may, after approval by the Working Interest Owners, enter into border agreements with respect to land adjacent to the Unit Area for the purpose of coordinating operations.

7.14 <u>INDEMNITIES</u>. As to all contracts executed by the Unit Operator with an independent contractor governing operation or services to be performed in connection with unit operations, Unit Operator shall require that any indemnification provision in favor of Unit Operator contained therein shall extend to and inure to the benefit of Working Interest Owners in the same manner as Unit Operator.

# ARTICLE 8 TAXES

8.1 AD VALOREM TAXES. Beginning with the first calendar year after the Effective Date hereof, Unit Operator shall make and file all necessary ad valorem tax renditions and returns with the proper taxing authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for Unit Operations. Unit Operator shall settle assessments arising therefrom. All such ad valorem taxes shall be paid by Unit Operator and charged to the joint account of all Working Interest Owners; however, if the interest of a Working Interest Owner is subject to a separately assessed overriding royalty interest, production payment, or other interest in excess of a one-eighth (1/8) royalty, such Working Interest Owner shall notify Unit Operator of such interest prior to the rendition date and shall be given credit for the reduction in taxes paid resulting therefrom.

**8.2** OTHER TAXES. Each Working Interest Owner shall pay or cause to be paid all production, severance, gathering, and other taxes imposed upon or with respect to the production or handling of its share of Unitized Substances.

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### ARTICLE 9 INSURANCE

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**9.1 INSURANCE.** Unit Operator, with respect to Unit Operations, shall:

(a) comply with the Workmen's Compensation Law of the State; and,

(b) carry Employer's Liability and other insurance required by the laws of the State; and,

(c) provide other insurance as set forth in Exhibit "F".

### ARTICLE 10 ADJUSTMENT OF INVESTMENTS

**10.1 <u>PERSONAL PROPERTY TAKEN OVER</u>.** Upon the Effective Date, Working Interest Owners shall deliver to Unit Operator the following:

**10.1.1** <u>WELL8</u>. All wells, standing completions, abandoned wells and wells used for injection, completed in the Unitized Formation.

**10.1.2 WELL AND LEASE EQUIPMENT.** The casing and tubing in each such well, the wellhead connections thereon, and all other lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting Unit Operations.

**10.1.3** <u>**RECORDS**</u>. A copy of all production and well records for such wells.

10.2 **INVENTORY AND EVALUATION OF PERSONAL PROPERTY.** Working Interest Owners shall, at Unit Expense, inventory and evaluate, as determined by Working Interest Owners, the personal property taken over. Such inventory shall include and be limited to those items of equipment considered controllable under Exhibit "E" except, upon determination of Working Interest Owners, items considered noncontrollable may be included in the inventory in order to ensure a more equitable adjustment of investment.

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

10.4 <u>GENERAL FACILITIES</u>. The acquisition of warehouses, warehouse stocks, facility systems, and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.

**10.5** <u>OWNERSHIP OF PERSONAL PROPERTY AND FACILITIES</u>. Each Working Interest Owner, individually, shall by virtue hereof, own an undivided interest equal to its Unit Participation in all

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personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this agreement.

#### ARTICLE 11 UNIT EXPENSE

11.1 <u>BASIS OF CHARGE TO WORKING INTEREST OWNERS</u>. Unit Operator initially shall pay all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expense. Each Working Interest Owner's share shall be the same as its Unit Participation in effect at the time the expense was incurred. Working Interest Owners agree to reimburse Unit Operator for their proportionate part of all expenses incurred in the unitization process; i.e., engineering study, land services and legal fees, etc. (both related and third party charges at prevailing industry rates<sup>1</sup>). All charges, credits, and accounting for Unit Expense shall be in accordance with Exhibit "E".

Before or as soon as practical after the 11.2 <u>BUDGETS</u>. Effective Date, Unit Operator shall prepare a budget of estimated Unit Expense for the remainder of the calendar year, and, on or before the first day of each December thereafter, shall prepare a budget for the ensuing calendar year. A budget shall set forth the estimated Unit Expense by quarterly periods. Budgets shall be estimates only, and shall be adjusted or corrected by Working Interest Owners and Unit Operator whenever an adjustment or correction is proper. A copy of each budget and adjusted budget shall be furnished promptly to each Working Interest Owner.

11.3 ADVANCE BILLINGS. Unit Operator shall have the right, without prejudice to other rights or remedies, to require Working Interest Owners to advance their respective shares of estimated Working Expense by submitting to Working Interest Owners, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, with a request for payment in advance. Within thirty (30) days after receipt of the estimate, each Working Interest Owner shall pay to Unit Operator its share of such estimate. Adjustments between estimated and actual Unit Expense shall be made by Unit Operator at the close of each quarter, and the accounts of Working Interest Owners shall be adjusted accordingly. Unit Operator shall not be required to commence any work on the Unit Area until the estimated Unit Expense has been paid in full.

11.4 COMMINGLING OF FUNDS. Any funds received by Unit Operator under this agreement need not be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

LIEN AND SECURITY INTEREST OF UNIT OPERATOR. 11.5 Each Working Interest Owner grants to Unit Operator a lien upon its Oil and Gas Rights in each Tract, and a security interest in its share of Unitized Substances when extracted and its interest in all Unit Equipment, in order to secure payment of its share of Unit Expense, together with interest thereon at the rate of prime plus one percent (1%) per annum. To the extent that Unit Operator has a security interest under the Uniform Commercial Code of the State of New Mexico, Unit Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Unit Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Working Interest Owner in the payment of its share of Unit Expense, Unit Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of Unitized Substances until the amount owed by such Working Interest Owner, plus interest, has

<sup>1</sup> See Copas for details.

Each purchaser shall be entitled to rely upon Unit been paid. Operator's written statement concerning the amount of any defaults. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

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

PENALTIES TO BE ASSESSED DEFAULTING PARTY. 11.7 Should Operator propose to drill any well on the Unit Area to the unitized zone(s), or to rework, deepen, or plug back an existing well located thereon to the unitized zone(s) and a minimum of sixtyseven percent (67%) of the Working Interest Owners approve such proposed operation, then Operator shall render a statement to all Working Interest Owners setting out their estimated share of the proposed operations cost. Working Interest Owners shall then remit payment for their share of the proposed operations cost within thirty (30) days after receipt of the statement. Should any Working Interest Owner fail or refuse to remit payment for their proportionate share of any proposed operations cost within the time limit above, then the party failing or refusing to pay their share of such costs shall be deemed a defaulting Working Interest Owner and subject to the following penalties:

five hundred percent (500%) of each such defaulting (a) Working Interest Owner's share of the costs of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and pipe), plus five hundred percent (500%) of each such defaulting Working Interest Owner's share of the cost of operation of the well commencing with first production and continuing until each such defaulting party's relinquished interest shall revert to it under other provisions of this article, it being agreed that each defaulting party's share of such costs and equipment will be that interest which would have been chargeable to such defaulting Working Interest Owner had it paid its share of cost from the beginning of the operations; and,

five hundred percent (500%) of that portion of the (b) costs and expenses of drilling, reworking, deepening, plugging back, testing and completing, after deducting any cash contributions received, and five hundred percent (500%) of that portion of the cost on newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such defaulting Working Interest Owner if it had paid its share of costs.

A party who has defaulted, as provided herein, in the drilling or the deepening of a well, shall be deemed a defaulting party in any reworking or plugging back operation proposed in such a well, or portion thereof, to which the initial default applied that is conducted at any time prior to full recovery by the non-defaulting parties of the defaulting party's recoupment account. Any such reworking or plugging back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be

ed to the sums to be recouped by

the non-defaulting parties five hundred percent (500%) of that portion of the costs of the reworking or plugging back operation which would have been chargeable to such defaulting party if it had paid as provided herein. If such a reworking or plugging back operation is proposed during such recoupment period, the provisions of this article shall be applicable as between said non-defaulting parties in said well.

During the period of time non-defaulting parties are entitled to receive defaulting party's share of production, or the proceeds therefrom, non-defaulting parties shall be responsible for the payment of all production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to said defaulting party's share of production.

If and when the non-defaulting parties recover from a defaulting party's relinquished interest in amounts provided for above, the relinquished interest of such defaulting party shall automatically revert to it, and, from and after such reversion, such defaulting parties shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such defaulting party would have been entitled to had it paid as provided hereinabove for the drilling, reworking, deepening, or plugging back of said well. Thereafter, such defaulting parties shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure attached hereto.

CARVED-OUT INTEREST. If any Working Interest Owner 11.8 shall, after executing this agreement, create an overriding royalty, production payment, net profits interest, carried interest, or any other interest out of its Working Interest, such carved-out interest shall be subject to the term and provisions of this agreement, specifically including, but without limitation, Section 11.5 hereof entitled "Lien and Security Interest of Unit Operator". If the Working Interest Owner creating such carved-out interest (a) fails to pay any Unit Expense chargeable to such Working Interest Owner under this agreement, and the production of Unitized Substances accruing to the credit of such Working Interest Owner is insufficient for that purpose, (b) withdraws from this agreement under the terms and provisions of Article 17 hereof, the carved-out interest shall be chargeable with a pro rata portion of all Unit Expense incurred hereunder, the same as though such carved-out interests were a Working Interest, and Unit Operator shall have the right to enforce against such carved-out interest in lien and all other rights granted in Section 11.5 for the purpose collecting the Unit Expense chargeable to the carved-out of interest, or (c) if such carved-out interest is conveyed to more than four parties, one of said parties shall be appointed as agent for all of said parties under this agreement and Unit Operator shall be furnished the name of the designated agent in writing.

11.9 UNCOMMITTED ROYALTY. Should an owner of a Royalty Interest in any Tract fail to become a party to the Unit Agreement, and, as a result thereof, the actual Royalty Interest payments with respect to such Tract are more or less than the Royalty Interest payments computed on the basis of the Unitized Substances that are allocated to such Tract under the Unit Agreements, the difference shall be borne by or inure to the benefit of Working Interest Owners, in proportion to their respective Unit Participations at the time the Unitized Substances were produced; however, the difference to be borne by or inure to the benefit of Working Interest Owners shall not exceed an amount computed on the basis of one-fourth (1/4) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from Such adjustments shall be made by charges and credits the Tract. to the Joint Account.

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#### ARTICLE 12 NONUNITIZED FORMATIONS

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

### ARTICLE 13 TITLE

13.1 WARRANTY AND INDEMNITY. Each Working Interest Owner represents and warrants that it is the owner of the respective Working Interests set forth opposite its name in Exhibit "D", and agrees to indemnify and hold harmless the other Working Interest Owners from any loss due to failure, in whole or in part, of its title to any such interest, except failure of title arising because of Unit Operations; however, such indemnity and any liability for breach of warranty shall be limited to an amount equal to the net proceeds that have been received from the sale or receipt of Unitized Substances attributed to the interest as to which title failed. Each failure of title will be deemed to be effective, insofar as this agreement is concerned, as of 7:00 A.M. on the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive allocation of Unitized Substances or the proceeds therefrom, as a result of a title failure.

13.2 FAILURE BECAUSE OF UNIT OPERATIONS. The failure of title to any Working Interest in any Tract because of Unit Operations, including nonproduction from such Tract, shall not change the Unit Participation of the Working Interest Owner whose title failed in relation to the Unit Participations of the Working Interest Owners at the time of the title failure.

13.3 <u>TITLE EXAMINATION</u>. Unit Operator is hereby authorized to conduct such title examination and title curative work on any Tract or Tracts (whether owned by Unit Operator or any other Working Interest Owner) as it deems necessary or advisable from time to time for purposes of preventing any title failure because of Unit Operations; and each Working Interest Owner who owns any interest in any such Tract agrees to cooperate in such title examination and agrees to furnish to Unit Operator all records affecting title, including and not limited to Title Opinions and Abstracts of Title, that may be in such Working Interest Owner's possession or control. All costs and expenses incurred in such title examination and curative work conducted for said purposes shall be treated as a direct charge to the Joint Account under Unit Expense.

#### ARTICLE 14 LIABILITY, CLAIM AND SUITS

14.1 **INDIVIDUAL LIABILITY**. The duties, obligations and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein shall ever be construed as creating a partnership of any kind, joint venture, association, or trust among Working Interest Owners. Each party hereto shall be individually responsible for its own obligations as herein provided.

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14.2 <u>SETTLEMENTS</u>. Unit Operator may settle any single damage claim or suit involving Unit Operations if the expenditure does not exceed twenty-five thousand dollars (\$25,000), provided the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, Working Interest Owners shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Unit Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of Unit Expense. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by this agreement and the Unit Agreement, the Working Interest Owner shall immediately notify Unit Operator and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

14.3 **INDEMNIFICATION OF UNIT OPERATOR**. The Working Interest Owners agree to indemnify and hold harmless the Unit Operator from each of the following losses:

(a) bankruptcy or misappropriation of funds by a drilling contractor to whom a prepayment of intangible drilling costs has been paid for a well to be drilled in a subsequent year. The loss of such prepayment shall constitute an individual loss to the parties making such prepayment;

(b) any adverse loss or tax consequence incurred as a result of a tax court or any other governmental agency not allowing the deduction of any intangible investment, for any reason.

#### ARTICLE 15 LAWS AND REGULATIONS

INTERNAL REVENUE PROVISION. Notwithstanding any 15.1 provisions herein that the rights and liabilities of the parties hereunder are several and not joint or collective, or that this agreement and the operations hereunder shall not constitute a partnership, if for federal income tax purposes this agreement and the operations hereunder are regarded as a Partnership, then each of the Parties hereto hereby elects to be excluded from the application of all of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Unit Operator is hereby authorized and directed to execute on behalf of each of the parties hereto such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761-1(a). Should there be any requirement that each party hereto further evidence this election, each party hereto agrees to execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. Each party hereto further agrees not to give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Unit Area is located, or any future income tax law of the United States, contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each of the parties agree to make such election as may be permitted or required by such laws. In making this election, each of the parties states that the income derived by such party from the operations under this agreement can be adequately determined without the computation of partnership taxable income.

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GOVERNMENTAL FINES, PENALTIES. All fines, interest, 15.2 penalties, etc., levelled by the Department of Energy or other governing authority shall be paid for out of the Joint Account. Furthermore, if the DOE determines an overcharge has occurred, each party agrees to pay to Unit Operator his share of the overcharge. Unit Operator shall forward this payment to the Agency. If any Overriding Royalty Interest or Royalty Interest Owner refuses to pay his share of the overcharge; then, (1) his share of the overcharge shall be charged to the Joint Account; and, (2) if he later pays his share, either with cash or production, the Joint Account will be reimbursed.

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### ARTICLE 16 NOTICES

**NOTICES.** All notices required hereunder shall be in 16.1 writing and shall be deemed to have been properly served when sent by mail or telegram to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4.1 of this agreement.

#### ARTICLE 17 WITHDRAWAL OF WORKING INTEREST OWNER

17.1 WITHDRAWAL. A Working Interest Owner may withdraw from this agreement by assigning, without warranty of title, either express or implied, to the other Working Interest Owners all its Oil and Gas Leasehold Estate as to the Unitized Formation, together with its interest in all Unit Equipment and in all wells used in Unit Operations. The instrument of assignment may be delivered to Unit Operator for the transferees. Such assignment shall not relieve the withdrawing Working Interest Owner from any obligation or liability incurred prior to the date of the delivery of the assignment. The interest assigned shall be owned by the remaining Working Interest Owners in proportion to their respective Unit Participation. The assignees, in proportion to their respective interest so acquired, shall pay assignor, for its interest in Unit Equipment, the net salvage value thereof as determined by Working Interest Owners. After the date of delivery of the assignment, the withdrawing Working Interest Owner shall be relieved from all further obligations and liability hereunder and under the Unit Agreement, and the rights of such Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest assigned.

#### ARTICLE 18 ABANDONMENT OF WELLS

18.1 **<u>RIGHTS OF FORMER OWNERS</u>**. If Working Interest Owners decide to permanently abandon any well within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the Tract on which the well is located, and they shall have the option for a period of ninety (90) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Within thirty (30) days after the Working Interest Owners of the Tract have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount determined by Working Interest Owners to be the net salvage value of the casing and equipment in and on the well. The Working Interest Owners of the Tract, by taking over the well, agree to seal off and protect the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations of the Oil Conservation Division of the State of New Mexico.

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

Conservation Division of the State of New Mexico with the expense of plugging to be charged to the joint account.

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### ARTICLE 19 EFFECTIVE DATE AND TERM

**19.1 EFFECTIVE DATE.** This agreement shall become effective when the Unit Agreement becomes effective. Upon its effective date, this Unit Operating Agreement shall supercede and supplant any and all previously existing operating agreements covering the Unitized Formation, or any portion thereof.

**19.2 TERM**. This agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all Unit wells have been plugged and abandoned or turned over to Working Interest Owners in accordance with Article 18 and Article 20; and, (b) all Unit Equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and, (c) there has been a final accounting.

#### ARTICLE 20 ABANDONMENT OF OPERATIONS

**20.1 <u>TERMINATION</u>. Upon termination of the Unit Agreement, the following will occur:** 

**20.1.1** <u>OIL AND GAS RIGHTS</u>. Oil and Gas Rights in and to each separate Tract shall no longer be affected by this agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts, and other instruments affecting the separate Tracts.

**20.1.2** <u>**RIGHT TO OPERATE**</u>. Working Interest Owners of any Tract that desire to take over and continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage value, as determined by Working Interest Owners, of the casing and equipment in and on the wells taken over and by agreeing upon abandonment to plug each well in compliance with applicable laws and regulations of the Oil Conservation Division of the State of New Mexico.

**20.1.3** <u>SALVAGING WELLS</u>. Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged.

20.1.4 <u>PLUGGING AND ABANDONING WELLS</u>. The responsibility and expense of plugging and abandoning all wells not taken over by individual Working Interest Owners pursuant to Paragraph 20.1.2 hereof, shall be borne by the Working Interest Owners. It is expressly understood that upon termination of this Unit Agreement, the responsibility and expense of plugging wells in compliance with all applicable laws and regulations shall rest with all of the Working Interest Owners of the Unit.

**20.1.5 <u>DISTRIBUTION OF ASSETS</u>.** Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their Unit Participation.

# ARTICLE 21 RIGHTS OF WAY AND EASEMENTS

21.1 <u>ASSIGNMENT TO UNIT OPERATOR</u>. Each Working Interest Owner having rights of way, easements or leasehold interest in surface sites necessary for Unit Operations hereby agrees to assign, to the extent of its right and interest, to Unit Operator for the benefit of the Working Interest Owners, a non-exclusive right and interest in and to such interest. A Working Interest Owner having such an interest shall, within one hundred eight (180) days after the Effective Date execute and deliver to Unit Operator, in recordable form, an assignment of such rights and interests, together with copies of the instruments creating such interests and any maps or plats further describing and depicting the affected premises.

21.2 <u>RENTAL PAYMENTS</u>. The owners of such interest agree to make any rental payments or other payments which may become due to avoid termination of any such interest for failure to make such payment prior to thirty (30) days beyond the date formal assignment of such interest to Unit Operator is accomplished as described in Section 21.1 above. Any payments made under this paragraph shall be a direct charge under Unit Expense.

21.3 <u>RIGHTS OF UNIT OPERATOR</u>. Such interest described in Section 21.1 above, shall continue in Unit Operator for so long as such are used for Unit Operators and Units released by recordable instrument. In the event the initial Unit Operator ceases to be such Unit Operator, it shall assign such rights and interests to the succeeding Unit Operator.

# ARTICLE 22 EXECUTION

22.1 <u>ORIGINAL, COUNTERPART, OR OTHER INSTRUMENT</u>. An owner of a Working Interest may become a party to this agreement by signing the original of this instrument, a counterpart thereof, of other instrument agreeing to become a party hereto. The signing of any such instrument shall have the same effect as if all parties had signed the same instrument.

# ARTICLE 23 SUCCESSORS AND ASSIGNS

23.1 <u>BUCCESSORS AND ASSIGNS</u>. This agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

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

# **OPERATOR:**

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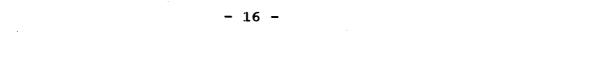
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RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT OPERATING AGREEMENT

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EXHIBIT "D"

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0.02028888	8.8228888	68868368 . 2	0.08008888	8.82964748	8.88545758	8.88513938	8.88173368	8.03852928	0.00363550	8.88238878	8.8785232	BEACH, WILLIAM N
8.68888888	8.88332292	2.20030003	8.99899999	8.68521978	8,88896698	8.88898498	6.88838528	8.88537488	8.88864888	8.80041928	8.8138247	BEACH, CARL C
8.8200028	- 8.81199488	8.24899968	8.86958388	8.8088888	8.8888888	6. 5888868	8.0000000	8.88888888	8.60000888	8.00038888	8.3224966	BEACH EXPLORATION, INC.
8.0208088	8. 39993399	8.82338638	8. 88828883	0-01043938	8.82192188	8.00180980	6.88861848	8.81874978	8.82128818	8.68883838	8.8276494	BALDWIN.J.H.
HAX-FEDERAL	ALLEN-FEDERAL	BOVERNHENT	STATE 24	NH STATE 36	NN STATE 35	LATHAM STATE	HINKLE STATE A L	1	AMOCO STATE BOGLE FARMS HINKLE STATE	ANOCO STATE	TOTAL	RED LAKE UNIT WORKING INTEREST
2	3		4	8	6	<b>9</b> .	58	5A	10	7	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	TRACT NUMBER
PAGE 2			-			EXHIBIT "D"		•				BEACH EXPLORATION,INC. Red lake unit Eddy Co.,New Mexico

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RACT N.R.I.	AMOCO STATE BOBLE FARMS HINKLE STATE	DELE FARMS	HINKLE STATE	HINKLE STATE A	LATHAN STATE	NM STATE 35	NN STATE 36	STATE 24	GOVERNMENT	ALLEN-FEDERAL	MAX-FEDERAL
201 DATN 1 E	8.85078130	<b>8.84</b> 687588	8.84898628	8.94898638	8.85078130	8. 25888888	8 0.85888989	9.96366699	6. 20033021	8.08988888	8.99829999
STADU TYD: DDATION IND	2. 29232 <b>2</b> 00	8 98269633	8.88883888	8.8008808	8.8888888888888888888888888888888888888	8.8888888	8 8.89098888	8.74588888	8.46758888	8.84528888	8.88888888
SCHOR CATEDIAN INA INC.	01007700 Q	0 27717750	R_02445318	8.82445318	8.02539868	8, 8258888	8 8.82588888	8.0800008	6. 88888368	6. 36338688	6.99999999
EACH, CARL C	0.02.07000		007007130,0 02707730,0	0070007) 0 2220::2222	B 14451978	14290091		2 99999999	8_92299236		2 AAAAAA33
EACH, WILLIAM N	8.14421888	8.13312588	8.13887388	0.100700							
ROWN ROYALTIES IP	8.89812588	8.88758888	8.88782588	8.88782388	AAC71808.0	8, 6696666		0.00000000 0.0000000		00000000	6.0000000 0.0000000
ASTLAND DIL CD.	8.88888888	8.89888998	0. 20079442	2.38386328	0.88888888	8. 2888888	8 0.80088888	2.20385258	38388888	2.86883688	8./1258888
77ELL JR. T. CALDER	2,30888888	8688888888	8. 88883888	8.09088328	6.88888888	2,02238890	8.88888888	0.00000000	8.8898895	6.0000000	6.83/30000
CLLAND. DAVID L	8.82539868	8.82343758	8.82445318	8.82445318	6.82539868	8.6258888	8.82509888	8.68888888	6. 8286388	86888888	8.888888 8.888888
GHUSON. DEIRDRE J. IP	8,88812588	8.00750000	8.88782588	6. 80782500	0.80812508	8.88888888	8.6888889	8.98989898	8.888888	8. 86838888	<b>AAAAAA</b> B'3
EDONALD COMPANY	· 8,82539868	8,82343758	8.82445318	8.82445318	8.82539868	8.8258888	8 8.82588888	8. 80088888	6. 82636388	8.8088388	8.88888248
	8,82539968	8.82343758	8.82445318	8.82445318	8.82539868	8.82588888	8	8.0688888	6. 9999638	8.86888888	2,69696862
	8.85878138	8.04687588	8.84998638	<b>8.84</b> 89 <b>8</b> 63 <b>8</b>	8.25278138	8.2506888	8 8.05088888	8.0888888	8.88388888	2.88826888	8. 2888888 8
DETEN SUFEMAN H. JE	8,15539868	8.14343758	8,14965318	8.14965318	2.15539868	8.1538888	8.15388888	8.88988388	8.8232288	8.00008008	8,2688888
	8.83846878	8.82812588	8.82734388	8.82934379	a. 83846888	8.838888888	8.83888888	8. 88088898	6. 88688888	2.00000000	65622835 2
TTAN ENTERPRISES	8,86778838	8.86258888	0.26522838	8.86528838	0.86778838	8.8666678	8.86666678	8. 28888888	2.00000000	8.9888888	86666668
TTTAN P & F CARP.	8,06894698	8.06281250	8.86553448	8.86553458	8-86884698	8.8678888	8 8.86728888	8.82288280	2.80838888	2. 38028388	0. 28688988
TTTNN PONDAID	8.83385428	8.83125888	8.83268428	8,83268428	0.03385428	E. 8333333	8 8.8333338	8.88888888	8.20382328	8.0000000	8.88828288
DIDD DI I MININD DD		8. 88888888	8.23368688	8.88888888	1 8.8888888	8.8888888	9.09899999.0	0.80005888	8.38258888	2.68586868	8.82980280
EST. CHARLES L	8.87617198	8.07831258	8.87335948	8.87335938	8.87617198	0.07586381	8.87588888	8,8888888	8.8888888	8.8888888	8.88888888
OTAL MORKING INTEREST M.R.I.	8.79523448	8.73486258	8.76587198	8.76587198	£. 79523448	8.78300088	8.78388888	8.74588888	8.85800888	0.84503888	8.75888888

EXHIBIT " D"

3EACH EXPLORATION,INC. RED LAKE UNIT REVENUE INTEREST

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SOBLE FARMS, INC. ALLEN, S. N. & JUANITA ANGCO PRODUCTION AMMACK, ELIZABETH S ERICKSON, W R & WANDA FAE JARTNOUTH COLLEGE ENDOWNENT CHILDERS, MICHAEL R. COMPANY DALLAHAY, V J RANKLIN, ROBERT D, JR NOXYE RACT N.R.I. ILEURN, SAN E ATHAM CO., E L IDWEST INVESTMENT CO ARALD INC OWE, ERMA INKLE INVESTMENT COMPANY UMFORD ESTATE, CHARLES E DRRIS, ROBERT B JTAL NOW WORKING INTEREST N.R.I. DRTON, GAIL L JRRIS, ALEXANDRA C TATE OF NEW MEXICO RUDE, RANDALL PHERON, W 6 TES EXPLORATION CO. ZAR, MARK S. HWEINFURTH. MARK AN, MARTHA M. ဗာ ANDCO STATE BOBLE FARMS 8.80888888 8.28555888 8.8888888 8.8888888 2.0000000 8.88888888 8.8888888 8.8888888 8, 12988839 8-28363888 8.28476568 5, 8668888 8,1258888 0.0000000 8.2223688 8.8172656 9.8998889 9-9999999 8, 38998889 2.88282886 8.68888888 8. 8898888 1.552620 2.2828282 2. 2022200 1. 20232832 6.6388888 8-688686868686 0.86258888 8.888888 1,80230398 8.26593758 8,88888888 8.98888888 0.88888889 8.8625888 9.99333999 8, 88288888 1.00000000 8.8888888 8.8159375 8.12588888 8.8888888 8.88888888 8.8888888 8.8888888 8.8388888 8.8625888 8.88888888 8. 88888888 6.220022 8.8888888 8. 8088888 8. 2008888 8.88888888 8: 9888888 8. 9989888 6, 38333888 6. 3888888 8.8888888 8. 8888888 8.8888888 HINKLE STATE 8.88218756 8.8943758 8.8843758 8.8843758 8.8888388 8.8888888 8.8838888 8.23412818 8,8888888 8.8888888 8.8146281 6. 8888888 8.8228888 8.8821875 8.8888888 8. 8888888 8. 9000888 2.8088888 8.9883988 8.8758888 8.8888888 8.8888888 0.9999993 8.8888883 1.05888888 8.1258888 6. 2828688 2.2533258 2.8856688 2.8839888 HINKLE STATE A LATHAM STATE 8.8888888 8, 828288 6: 68888886 9.9896399 8.6888888 8. 38838889 8.23412818 8.8888888 8. 2225288 2.0000000 8, 8888888 8.8166281 2. 20020000 8.8821875 8.8821875 8,1258888 8.8888888 8. 38888888 9.8688888 8.8889998 8.875888 8.0843758 8.8843758 8.884375 8.8888888 0.00000000 0.2000000 8. 20000000 1.66965968 8.88888888 8888888° 8.28476568 1..09888888 8, 9898888 8. 8688888 8.8888888888 8. 8888888 8.81562580 8.89898886 5.88888888 8.8888888 8.0098880 8.8883888 8.88289888 8.8893758 8.8893758 0.0000000 8. 8888888 8. 2888328 8.88888888 8.0000000 8.88886886 8.8172656 8.8893758 8.8893758 6.68888866 8.0088888 8.1258888 8.9888888 8.8893758 8.8989889 6.9999999 N STATE 8.8156258 8. 8880888 1.89888888 8. 2288368 8.86888888 6.21788888 2.8988888 8.6838888 8. 5178888 8.8003888 8.83888888 8.8988888 0.1258888 8.8468758 2.8338839 8.8298889 8.8888888 8.222223 8.8888888 8. 68888888 8.8025888 0.000000000 8.8198888 8. 8888888 8.8388888 8.8988888 8.88888888 8.23838888 8.8988988 8.8228288 8.8988888 ដ ž STATE 1.88888888 8.21788888 8.88888888 8.8008828 8.85888991 8.8156258 8.88998888 8.98998991 8.88888888 8.8008388 8.8888888 0.0000000 0.8883888 8.8825388 8.8188898 8-8178888 8.88888888 8.0080000 8.1258888 6.8888888 8.8468758 8-888888 8.8088888 9-999999 8.2202288 6.0000000 8.8808888 8.8088888 8.8888888 8.68888888 8.8888888 ĸ STATE 24 1.98988888 0. 888888888 8.25588888 8. 88888888 8.88888888 0.9988888 6. 99999999 8.68258888 6. 33333388 8. 222222 2. 228383838 0.03555888 8. 89989999 8. 8888888 8.8088888 8.125288888 8.00000000 8. 39883335 8.9999999 6.99999999 8.88888888 0.12588888 8.83223986 8.2388388 8.00258880 0.000000000 8.88888888 0.00000000 99998999999 8.00000886 ). 8088888 GOVERNMENT 1.88888888 2.15898988 8.8008888 6.88228831 8.8250888 8.62888888 8.8288889 2.00000000 6.8888888 8.8393888 8.0000000 8.8888888 8.8233338 8.000000 8.2983833 8.8088888 8.88888888 8.88888888 8.88888888 0. 3000000 8, 38888888 8.82288888 8.86668888 8.8888888 8.999998 8.2288888 2.00000000 3. 20202000 ). 12588888 8.6283883 8.8298833 ALLEN-FEDERAL 8.15588888 8.8888888 8. 99999996 1.00000000 00000000.0 8.8868868 8.08888888 8.88888888 8. 8888888 8.2222288 2.9999999 2.8238888 8. 0888888 8.88838888 8.00320206 8.83888888 8.88988886 8. 9989978( 8. 9888888 8.0859588 8,8288888 8. 8882885 8.8888888 8.8883888 2.0289089 8.8888888 8.8388838 3. 02238320 8.12588888 8.83888888 2.8238883 MAX-FEDERAL 8.2588888 8.88888888 9969998.2 8.88888888 1.88888888 8.888888888 8,8388888 8.28222998 8.89998888 8.12588888 6.99999984 8.28888888 0.00000000 8.8888888 8.88888888 8.88888888 2.88888888 8. 68988888 2.00000000 8. 23626382 8. 88888888 8. 888888888 8.00000000 8.88888888 6.00000000 8.09508888 8.888888888 8. 3888833 8. 88699986 6. 0028886 8.98888998

EXHIBIT . D.

RED LAKE UNIT VET REVENUE INTEREST

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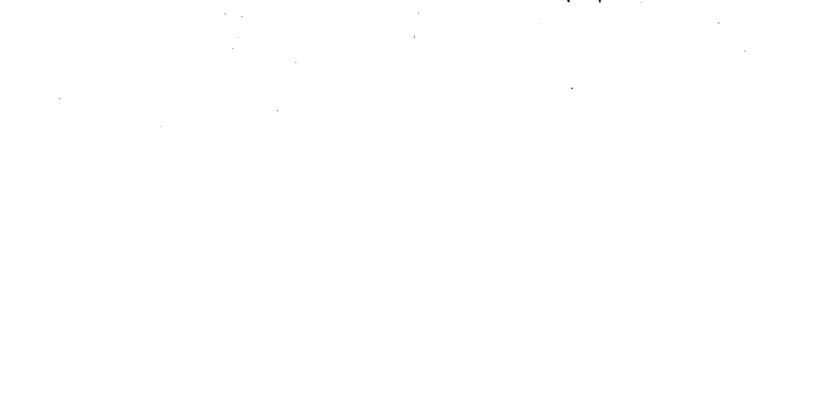
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SEACH EXPLORATION, INC.

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8.82844988	8.91813489	8.37245368	8.85177968	B. 13878378	8.82487548	8.02302650	8, 88748888	<b>8.</b> 13172588	8.81583388	8.81866648	0.80568948.	
8.83688888 8.83688888	6.9288888	2.20000000	8.08888888	8.01252728	8.88238618	8.88228568	8.88971658	8.81261748	8.88144888	8.98192178	8.8328345	EST, CHARLES L
r stigaage	9. 93933339	8.16768418	0. 86828888	8,888888888888888888888888888888888888	8.888888888	8.88988888	8.88888388	8. 202000000 8. 2020000000	6. 20201000	8.88388388	8.1676841	RIBE DIL & MINING CD.
2.68888888	8.98889866	2.000000000000000000000000000000000000	889999988 889999988	0.0055776	8.08286018	8.8017/838	0.00064010 0.00071940	0.00540778	0.000128640	8.00071278	0.01450320 0.0145030	ITTON PONAID
8.88888888	9. <del>88888</del> 888	8.89933398	2.02833383	8,81113538	0.00204988	8.88196858	8.88863698	8.81121558	8.88128989	8.88998818	8.8291861	ITTON ENTERPRISES
8.89898688	2. 20038292	2.9223228	0.02000000	8.88521898	8.88892248	<b>8.888</b> 8822 <b>8</b>	8.88828668	8.86584788	8.98857688	°8 <b>. 898</b> 48878	8.8131338	USE, J P
8.08309988	9. 8222223	8. 382883888	8.88888888	8.82555558	8.88478448	8.88449948	8.88146168	8.82573958	8.88293778	8.38288428	8.8669823	ORTON, SHERMAN H., JR
	8. 83882222	0.0000000000000000000000000000000000000	8.9898998	8.88835158	0.00153740	8.80147848	8. 8884777B	8.88841168	6.66676869	8.39968118	8.8218897	ARRELL, DON
3.00000000 7.00000000	0.000000000000000000000000000000000000	e.codecto 1. 23323232	9.09988389	8.89417578	8.00076378	8.88873528	8.82023889	8.88428588	0.00010000 8.00048333	8-88834868	8.8189448	EDONALD. 6 K
. 88888888 <sup>.</sup>	89888888. 89888888	2.00000000 2.00000000	8.88888888 88888888	8.00133620 2 22417572	0.00024686 A 20071070	8.00023330 8.00023330	8.0000/648	8.00134370 8.00134370	8.88815368	8.88918788 8.88818788	8.8833824 8.9823824	-DOWALD COMBANY
8.88888888	8. 88888888	8. 20998385	8.08383808	8.88417576	8.88076379	8.08073528	0.00023880	8.88428588	2.02048282	8-88834868	8.8189448	
8.88142258	8.88888888	8.83265335	8.28383838	. 828888888	8.20888888	8.88888888	8. 86808883	8.63996999	8.98929698	8. 22223288	8.8814225	ZZELL JR., T. CALDER
8.82782738	89999988 * 3	4.20038928	8.000000000	0.8328288	2.90268688	0.88088888	0.25699996	9.89963989	8.86886888	6.39838833	8.8278273	ASTLAND DIL CO.
3.88222682	8.88833888	3. 23235323	8.58888888	8.88133628	0.00024608	8.80823538	8.88997648	8.00134590	8.88815368	8.88818988	8.8835824	ROWN ROYALTIES IP
986666669	8.88328888	8.98888888	0.000000000	8.82371818	9.0043661B	8.88417688	8.88135658	<b>0.0</b> 23889 <b>86</b>	8.88272658	8.98193438	8.8621665	EACH, WILLIAM N
8. 28223329	8.96726683	8. 2222299	8.88828288	8.88417578	8.88876878	8.80873528	<b>0.880</b> 2388 <b>8</b>	8.88428588	8,80048888	8. 88834868	8.8189448	EACH, CARL C
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PAGE 5						EXHIBIT "D"						EACH EXPLORATION, INC. ED LAKE UNIT

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8.8119949 E.\$379338		8.4381818	8.8695 <b>8</b> 38	8.1678298	8.8387488	<b>8.8</b> 289568	8.8897678	8.1719958	8.8284818	8.8134138	1. 22232825 8.2134138 8.2234818 8.1719958 8.2097678	
<b>e. 88</b> 948328	8.88185928	8.86572748	8.81772348	8.83424538	<b>8.08</b> 66726 <b>0</b>	8.88592958	8.982287 <b>99</b>	8.84826928	8.98544728	<b>0.88</b> 274668	8. 19439868	
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COPAS - 1984 - ONSHORE Recommended by the Council of Petroleum Accountants Societies

# EXHIBIT "E"

Attached to and made a part of <u>Unit Operating Agreement dated September 4, 1990</u> By and Between BEACH EXPLORATION, INC., Operator, and J. H. Baldwin et al, Non-Operators.

# ACCOUNTING PROCEDURE JOINT OPERATIONS

## I. GENERAL PROVISIONS

#### 1. **Definitions**

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

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

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

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

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

"Parties" shall mean Operator and Non-Operators.

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

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

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

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

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

#### 2. Statement and Billings

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

#### 3. Advances and Payments by Non-Operators

- A. Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.
- B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at <u>NCNB TEXAS</u> <u>NATIONAL BANK-MIDLAND</u> on the first day of the month in which delinquency occurs plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

## 4. Adjustments

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

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#### 5. Audits

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- A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.
- B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

#### 6. Approval By Non-Operators

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

#### **II. DIRECT CHARGES**

Operator shall charge the Joint Account with the following items:

#### 1. Ecological and Environmental

Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations.

#### 2. Rentals and Royalties

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

#### 3. Labor

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
  - (2) Salaries of First Level Supervisors in the field.
  - (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the overhead rates.

- B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.

#### 4. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent most recently recommended by the Council of Petroleum Accountants Societies.

#### 5. Material

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

#### 6. Transportation

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

A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.



- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store where like material is normally available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.
- C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies.

#### 7. Services

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The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

#### 8. Equipment and Facilities Furnished By Operator

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

#### 9. Damages and Losses to Joint Property

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

#### 10. Legal Expense

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

# 11. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties hereto in accordance with the tax value generated by each party's working interest.

#### 12. Insurance

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

#### 13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

#### 14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section 11.

#### 15. Other Expenditures

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

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### **III. OVERHEAD**

# 1. Overhead - Drilling and Producing Operations

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

(X) Fixed Rate Basis, Paragraph 1A, or

( ) Percentage Basis, Paragraph 1B

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Partice as a direct charge to the Joint Account.

- ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:
  - ( ) shall be covered by the overhead rates, or
  - ( ) shall not be covered by the overhead rates.
- iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property:
  - () shall be covered by the overhead rates, or
  - () shall not be covered by the overhead rates.
- A. Overhead Fixed Rate Basis
  - (1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ <u>3.500.00</u> (Prorated for less than a full month)

Producing Well Rate \$ \_350.00

- (2) Application of Overhead Fixed Rate Basis shall be as follows:
  - (a) Drilling Well Rate
    - (1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.
    - (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig or other units used in workover, commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.
  - (b) Producing Well Rates
    - (1) An active well either produced or injected into for any portion of the month shall be considered as a onewell charge for the entire month.
    - (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
    - (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
    - (4) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well. This one-well charge shall be made whether or not the well has produced except when drilling well rate applies.
    - (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

-B. Overhead -- Percentage Basis---

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

(a) -Development ------

under Paragraph 10 of Section II and all salvage credits.

(b) Operating

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Percent (\_\_\_\_\_\_%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

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

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

# 2. Overhead - Major Construction <u>TO BE NEGOTIATED</u>

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

A. \_\_\_\_\_% of first \$100,000 or total cost if less, plus

B. \_\_\_\_\_% of costs in excess of \$100,000 but less than \$1,000,000, plus

C. \_\_\_\_\_% of costs in excess of \$1,000,000.

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

# 3. Catastrophe Overhead TO BE NEGOTIATED

To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account for overhead based on the following rates:

- A. \_\_\_\_\_% of total costs through \$100,000; plus
- B. \_\_\_\_\_ % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- C. \_\_\_\_\_ % of total costs in excess of \$1,000,000.

Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply.

# 4. Amendment of Rates

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

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

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

# 1. Purchases

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

Transform and Dispositions

#### 2. I ransiers and Dispositions

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

#### A. New Material (Condition A)

- (1) Tubular Goods Other than Line Pipe
  - (a) Tubular goods, sized 2% inches OD and larger, except line pipe, shall be priced at Eastern mill published carload base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.
  - (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.
  - (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.
  - (d) Macaroni tubing (size less than 2% inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.

#### (2) Line Pipe

- (a) Line pipe movements (except size 24 inch OD and larger with walls 3/ inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
- (b) Line pipe movements (except size 24 inch OD and larger with walls ¾ inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
- (c) Line pipe 24 inch OD and over and ¾ inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.
- (d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.
- (4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2 A (1) and (2).
- B. Good Used Material (Condition B)

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

(1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

- (2) Material used on and moved from the Joint Property
  - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material or
  - (b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as used Material.
- (3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

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

- C. Other Used Material
  - (1) Condition C

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

#### (2) Condition D

. . . . . .

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

- (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.
- (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non upset basis.
- (3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

### D. Obsolete Material

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

- E. Pricing Conditions
  - (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph 1.A(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.
  - (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

# 3. Premium Prices

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

#### 4. Warranty of Material Furnished By Operator

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

#### **V. INVENTORIES**

The Operator shall maintain detailed records of Controllable Material.

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

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

#### 2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

#### 3. Special Inventories

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

# 4. Expense of Conducting Inventories

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

- Parties.
- B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

-7-

3. Labor (Continued from Page 2 hereof)

- A. (4) The charges for Operator's first level supervisor and technical employees temporarily assigned to the joint property will be as follows:
  - (a) Field Formen (drilling or production) at \$300 per day plus expenses.
  - (b) Engineer, Geologists or other degreed professionals at \$350 per day plus expenses.

Should any conflict arise between the rates charged in the foregoing paragraph and any other portion of Exhibit "C" hereof, the rates prescribed in the above Paragraph 3.A.(4)(a) and (b) shall prevail.

Said rates shall be subject to the escalation clauses described in Article III., Paragraph 1.A.(3), at Page 4 of this Exhibit "C".



#### EXHIBIT "F"

\* \* \* \* \*

Attached to and made a part of Unit Operating Agreement dated September 4, 1990 by and between BEACH EXPLORATION, INC., Operator, and J. H. BALDWIN ET AL, Non-Operators.

# INSURANCE

Operator will carry, or cause to be carried, at the joint expense, that is, on a pro rata basis, of the parties in interest in the Unit Area, the following insurance covering all operations in the Unit Area:

- (a) Workman's Compensation Insurance, including Employer's Liability, in accordance with the laws of the State where operations are being conducted;
- (b) Comprehensive General Public Liability with bodily injury limits of \$100,000 for any one person and \$300,000 for any one accident; and property damage limits of \$100,000 for any one accident and \$300,000 aggregate;
- (c) Automobile Public Liability with bodily injury limits of \$250,000 for any one person and \$500,000 for any one accident; and property damage limits of \$100,000 for each accident; said insurance to cover "owned", "not owned" and "hired" automobiles;
- (d) Excessive Liability (Umbrella) Policy with \$3,000,000 limit;

in connection with which it is understood that Operator shall have no obligation to carry any insurance, other than that afore-recited, on operations in the Unit Area unless requested in writing to do so by all of the parties in interest in the leases covering such area. It is further understood that in the event Operator cannot for any reason procure the afore-recited insurance covering operations in the Unit Area, then it will have no liability and/or responsibility for failure to carry such insurance provided it promptly notifies the parties in interest in such area of its inability to so procure such insurance coverage.

Unit Operating Agreement has the effect of reducing any 1 2 Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner 3 4 shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in 5 6 writing by said Working Interest Owner. 7 8 9 Executed as of the day and year first above written. 10 11 SEPTEMBLE 4.1990 BEACH EXPLORATION, INC. 12 DATE: 13 ATTEST: 14 íĔi 15 C Beach 11557. Sec Carl By: 16 С President 17 Its Vice 18 19 December 17, 1990 20 DATE: Allen 21 22 Jo Carter -U 'LA 23 24 By: Its 25 26 27 28 DATE: 29 30 ATTEST: 31 32 By: Its 33 34 35 DATE: 36 37 38 ATTEST: 39 40 By: 41 Its 42 43 44 DATE: 45 46 ATTEST: 47 48 By: 49 Its 50 51 52 DATE: 53 54 ATTEST: 55 56 By: 57 Its 58 59 60 DATE: 61 62 ATTEST: 63 64 By: 65 Its 66 67 RED LAKE UNIT 68 Exhibits A through K EDDY COUNTY, NEW MEXICO 69 UNIT AGREEMENT

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THE STATE OF TEXAS §	
S THE COUNTY OF MIDLAND S	
day of <u>ANELSCAPER</u> , 1990, of BEACH EXPLORATION, INC., a T	was acknowledged before me this 4 the by CARL C. BEACH, VICE PRESIDENT
JEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1992	Jean Phillips, Notary Public in and for the State of Texas.
THE STATE OF <u>ARKANSAS</u> S	
THE COUNTY OF SHARP S	
	was acknowledged before me this 17th by <u>G. W. Allen and his wife</u> , <u>Box 581 Cherokee Village</u> ,
Arkansas (C)C)	Ala: A Data Natara Bublic
(s)	My commission expires 27-94
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THE COUNTY OFS	
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day of , 1990	<pre>was acknowledged before me this, by,</pre>
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day of , 1990	was acknowledged before me this, by,
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	in and for, Notary Public
	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has Working Interest Owner's par Unitized Substances or incre Owner's share of Unit Expens shall not be deemed to have	ticipation in the production asing such Working Interest e, such Working Interest Own
agreements without the neces	sity of further approval in
writing by said Working Inte Executed as of the day a	rest Owner. nd year first above written.
DATE: SEPTEMBED 4.1990	BEACH EXPLORATION, INC.
ATTEST: Can Phillips	By: Carl C. Beach,
	Its Vice President
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DATE: DECEMBER 7,1990	11. Mahm
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J.H. FALLWIN - WI

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THE STATE OF TEXAS § S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $4^{-\mu}$ day of <u>Subject</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. Jean Phillips, Notar, for the State of Texas. Jean Phillips, Notary Public in and JEAN PHILLIPG MY COMMISSION EXPIPES November 12, 1992 THE STATE OF TEXAS \_§ S THE COUNTY OF DAWSON S The foregoing instrument was acknowledged before me this  $\frac{7\pi}{2}$ day of DECEMBER , 1990, by J.H. BALDWIN of LAMESA, TEXAS а in and for TEXAS EVELYN BEATY Notary Public STATE OF TEXAS Notary Public STATE OF TEXAS My Comm. Exp. 6-30-82 THE STATE OF \_\_\_\_\_§ S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_, а in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_§ S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_\_, \_\_\_\_\_, Notary Public in and for THE STATE OF \_\_\_\_\_S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_\_\_\_\_ of \_\_\_\_\_ \_\_\_\_\_ a • in and for \_\_\_\_\_, Notary Public RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unitized Substances or incre	ticipation in the production of asing such Working Interest e, such Working Interest Owner hereby approved the amended sity of further approval in
	nd year first above written.
DATE: SEPTEMBLE 4,1990	BEACH EXPLORATION, INC.
ATTEST: Doss Sect	By: Carl C. Beach, Its Vice President
DATE: 12-26-90	Loy G. Fletcher
ATTEST:	By:
DATE: <u>12-26-96</u> ATTEST:	TTTackson Jr. TTackson Jr.
DATE: <u>12 26 40</u> Attest:	C-ALVOIL N. 13011Ah
	By: Its
DATE: 12-26.90	JAMES E. GUY
ATTEST:	James E. Guy James E. Slung
DATE:	(1) IS
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	By: Its RED LAKE UNIT EDDY COUNTY, NEW MEXICO

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THE STATE OF TEXAS § S	
S THE COUNTY OF MIDLAND S	
The foregoing instrume day of <u>O(1710)(A)</u> , 19 of BEACH EXPLORATION, INC.,	
JEAN FHILLIPS MY COMMISSION EXPIPES November 12, 1992	Jean Phillips, Notary Public in and for the State of Texas.
THE STATE OF <u>New Making</u> \$ THE COUNTY OF <u>Eddy</u> \$	
day of <u>A scenter</u> , 19 <u>J. ancian</u> of	nt was acknowledged before me this <u>26</u> <sup>ch</sup> 90, by <u>Loy</u> <u>A. Əlitcha</u>
a	Betty Q. Klein, Notary Public <u>BETTY J. Klein</u> , Notary Public in and for <u>Het of New Mexico</u> . Mu Commission Experts: Jun 23, 1993
THE STATE OF <u>Aw Melia</u> \$ THE COUNTY OF <u>Eady</u> \$	Jun 23, 1993
The foregoing instrume day of <u>Alternho</u> , 19 <u>- Octube</u> of a	ent was acknowledged before me this $2k^{2l}$ 90, by $j = j \frac{j}{\mu c k_{en}} \frac{\gamma}{\gamma}$
	BETTY J. Kleine , Notary Public in and for <u>Atil of New Medico</u> My commission Expire Jun 23, 1943
THE STATE OF <u>Media</u> \$ S THE COUNTY OF <u>Fady</u> \$	June se, mis
The foregoing instrume	ent was acknowledged before me this <u>26<sup>th</sup></u> 990, by <u>Carrill 24. Billick</u>
u	Betty O. Klein, Notary Public <u>BETTY &amp; Klein</u> , Notary Public in and for <u>Itst of New Mexica</u> .

C • 6 <sup>III</sup> ., ic -• my Commission Experes: Jun 23, 1993 THE STATE OF New Media \_\$ \_\$ \_\$

Eary THE COUNTY OF The foregoing instrument was acknowledged before me this  $2c^{\star}$ <u>Alson here</u>, 1990, by <u>Jenne & Hury</u> day of Aler of Individ a Bitty Klein My Commission Expire. Jun 23, 1943 Notary Public RETTY J. KIE , Stat. of New Merica RED LAKE UNIT EDDY COUNTY, NEW MEXICO

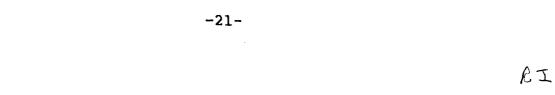
UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

DATE: SEPTEMBER 4.19	BEACH EXPLORATION, INC.
ATTEST: Doss. Sect.	By: Carl C. Beach, Its Vice President
DATE: <u>12-31-90</u> ATTEST: Ida Hella	nd By: W. R. & WANDA ERICKSEN
DATE:	Its <u>OWNERS</u>
ATTEST:	By: Its
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	RED LAKE UNIT EDDY COUNTY, NEW MEXIC UNIT AGREEMENT

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THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $\frac{4}{2}$ day of  $\frac{2}{2}(\frac{17}{2}(\frac{1}{2}))^{2}(\frac{1}{2})^{2}(\frac{1$ JEAN PHILLIPS MY COMMISSION EXPIRES November 12, 1992 THE STATE OF New Metico S THE COUNTY OF Lea S The foregoing instrument was acknowledged before me this  $\frac{3}{4}$ day of Licember, 1990, by W.R. + Wanda Tricksen, а <u>Ida Holland</u>, Notary Public in and for the state of New Merico. My commission uppires 5-23-93 THE STATE OF \_§ S THE COUNTY OF S The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_ \_\_\_\_\_\_ of \_\_\_\_\_\_ a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. THE STATE OF \_\_\_\_\_\_S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_\_\_\_\_\_ of \_\_\_\_\_ a in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_S S THE COUNTY OF The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_, a\_\_\_\_ \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Working Interest Owner's par Unitized Substances or incre Owner's share of Unit Expension shall not be deemed to have	s the effect of reducing any rticipation in the production of easing such Working Interest se, such Working Interest Owner hereby approved the amended ssity of further approval in
	and year first above written.
DATE: SEPTEMBED 4.1990	BEACH EXPLORATION, INC.
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DATE:	Robert O. Franklin, a
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Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

Executed as of the day an	nd year first above written.
DATE: SEPTEMBED 4.1990	BEACH EXPLORATION, INC.
ATTEST: Antips	Cal C. Beach
Assi. Sette	By: Carl C. Beach, Its Vice President
DATE: 12-19-90	Elizabeth Stamme
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THE STATE OF TEXAS § S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $4^{\frac{7}{4}}$ day of <u>Selficioner</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. Jean Phillips, Notary Public in and for the State of Texas. JEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1982 THE STATE OF 5 ŝ THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_\_ of \_\_\_\_\_ a in and for \_\_\_\_\_, Notary Public THE STATE OF TEXAS S S THE COUNTY OF DALLAS S The foregoing instrument was acknowledged before me this 19th day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_\_ Elizabeth S. Hammack \_\_\_\_\_ \_\_\_\_\_ of \_\_\_\_ \_' a നാന്ത്ര പ്രത്യം പ്രത്യ പ്രത്യം പ 1. adama ELLEN H. ADAMS Notary Public. State of Texas My Commission Expires 04-06-1993 Ellen H. Adams , Notary Public in and for the State of Texas . စ္တဲ့ဆဲဆဲဆဲဆဲဆဲဆဲဆဲဆဲဆဲဆဲဆဲ S THE STATE OF \_\_\_\_\_ S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ , Notary Public in and for \_\_\_\_\_. THE STATE OF \_\_\_\_\_S S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_ of \_\_\_\_\_\_ a\_\_\_\_\_ • \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner. Executed as of the day and year first above written. SEPTEMBED 4.1990 DATE: BEACH EXPLORATION, INC. ATTEȘT: 11551. 500 By: C Beach Carl Vice Its President mo 75 0 DATE: ん ATTEST: Βy : Its DATE: 90 29 ATTEST: 30 31 By: 32 33 Its 34 35 DATE: 36 37 38 ATTEST: 39 40 By: 41 Its 42 43 44 DATE: 45 46 ATTEST: 47 48 By: 49 Its 50 51 52 DATE: 53 54 ATTEST: 55 56 By: 57 Its 58 59 60 DATE: 61 62 ATTEST: 63 64 By: 65 Its 66 67 RED LAKE UNIT 68 EDDY COUNTY, NEW MEXICO 69

Unit Operating Agreement has the effect of reducing any

UNIT AGREEMENT

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THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this day of <u>critical acknowledged</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. Jean Phillips, Notary Public in and for the State of Texas. JEAN PHILLIPS MY COMMISSION EXPIRES November 12, 1992 THE STATE OF TEXAS S S THE COUNTY OF MIOLAND S The foregoing instrument was acknowledged before me this  $\underline{7}^{H}$  day of <u>December</u>, 1990, by <u>Sam E Hilburn</u>, \_\_\_\_\_\_of \_\_\_\_\_ a -' < <u>JOAN C. BONNEAU</u>, Notary Public in and for <u>Midland Co.</u> Texas THE STATE OF <u>TEYAS</u> THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this 7th day of <u>December</u>, 1990, by <u>Pobert B. Morris</u>, a\_\_\_\_\_\_\_of \_\_\_\_\_\_, <u>JOAN C. BONNEA4</u>, Notary Public in and for <u>the state of Texas</u>. THE STATE OF \_\_\_\_\_§ S S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_\_\_\_\_ of \_\_\_\_\_ a , Notary Public in and for THE STATE OF \_\_\_\_\_S Ś THE COUNTY OF 6 The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_\_\_\_\_ of \_\_\_\_ a • in and for \_\_\_\_\_, Notary Public RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Executed as of the day DATE: September 4.1990	and year first above written. BEACH EXPLORATION, INC.
ATTEST: ATT	By: Carl C. Beach, Its Vice President
DATE: <u>2 January 1991</u>	HINKLE INVESTMENT COMPANY
DATE:	By: James L. Hinkle Its General Partner
ATTEST:	By: Its
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The foregoing instrument was acknowledged before me this  $|\Psi|^{re}$ day of <u>JUNTAN</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1992 THE STATE OF MENICO S S THE COUNTY OF \_\_\_\_\_CHAVES S The foregoing instrument was acknowledged before me this 2nd day of <u>January</u>, 1990, by <u>James L. Hinkle</u>, <u>General Partner</u> of <u>Hinkle Investment Company</u>, THE STATE OF \_\_\_\_\_S Ś S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_ a \_\_\_\_\_, Notary Public \_\_\_\_\_ THE STATE OF \_\_\_\_\_\_S S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_/ \_\_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ \_\_\_\_\_ • a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any 1 Working Interest Owner's participation in the production of 2 Unitized Substances or increasing such Working Interest 3 Owner's share of Unit Expense, such Working Interest Owner 4 shall not be deemed to have hereby approved the amended 5 agreements without the necessity of further approval in writing by said Working Interest Owner. 6 7 8 9 Executed as of the day and year first above written. 10 11 SEPTEMBER 4.1940 BEACH EXPLORATION, INC. 12 DATE: 13 14 ATTEST: hilliss 15 C By: Carl Assi. Set C . Beach 16 Vice President 17 Its 18 19 20 DATE: 21 .1 22 ATTEST: 23 aun 24 By: Its 25 26 27 DATE: 28 29 30 ATTEST: 31 32 By: Its 33 34 35 36 DATE: 37 ATTEST: 38 39 By: 40 41 Its 42 43 44 DATE: 45 46 ATTEST: 47 By: 48 49 Its 50 51 52 DATE: 53 54 **ATTEST:** 55 56 By: 57 Its 58 59 60 DATE: 61 62 ATTEST: 63 64 By: 65 Its 66 67 RED LAKE UNIT 68 EDDY COUNTY, NEW MEXICO

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UNIT AGREEMENT

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THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this 4  $\overset{r_{e}}{\sim}$ day of <u>SUPPLA</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN FHILLIPS Jean Phillips, Notary Public in and JEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1992 Jean Philips, notes for the State of Texas. November 12, 1992 THE STATE OF TEXAS S S THE COUNTY OF MIDIANA \$ The foregoing instrument was acknowledged before me this  $\mathcal{F}$ day of <u>DECEMPBER</u>, 1990, by <u>DAVID L. HOLLAND</u>, of <u>MIDLAND</u> (OUNTY, INDIVIDUAL aN Sean Phillips 1-1 Jun - 2001 \_\_\_\_, Notary Public JEAN PHILLIPS My COMMISSION EXPIRES November 12, 1992 in and for STATE OF TEXAS. THE STATE OF S Ś THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_\_ of \_\_\_\_\_\_ a in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_§ S THE COUNTY OF \_\_\_\_\_\$ The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_, \_\_\_\_\_\_of \_\_\_\_\_ a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. THE STATE OF \_\_\_\_\_S S THE COUNTY OF \_\_\_\_\_ S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_\_, a • \_\_\_\_\_, Notary Public \_\_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has Working Interest Owner's par Unitized Substances or incre	ticipation in the production of
	se, such Working Interest Owner
shall not be deemed to have	
agreements without the neces	ssity of further approval in
writing by said Working Inte	erest Owner.
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Executed as of the day a	and year first above written.
	DEACH PYDIODAGION INC
DATE:SEPTEMBEL 4.1990	BEACH EXPLORATION, INC.
ATTEST:	$\bigcirc$ . $\neg$ .
AllESI:	( al C Sach
Dec Supe	By: Carl C. Beach,
	Its Vice President
1 1	
DATE: 12, 10/90	E. L. LATHAM
ATTEST:	D D H
Um Kowland	I TAllam I
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	Its
	RED LAKE UNIT
	EDDY COUNTY, NEW MEXICO
	UNIT AGREEMENT

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EL LATHAM G - FI

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The foregoing instrument was acknowledged before me this  $4^{-2}$ day of <u>UTACHAR</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1992 THE STATE OF HEW MENCOS S THE COUNTY OF \_\_\_\_\_A S The foregoing instrument was acknowledged before me this  $10 m^2$ day of <u>DECEMBER</u>, 1990, by <u>E. L. LATHAM, JR.</u> of <u>E. L. LATHAM Co.</u> a <u>MEW MEXKO GENVER PARMELSHIP</u> <u>In and for</u>, Notáry Public in and for THE STATE OF \_\_\_\_\_S THE COUNTY OF \_\_\_\_\_S The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_ of \_\_\_\_\_ a in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_S THE COUNTY OF \_\_\_\_\_ \$ The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_\_, in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_\_S Ś S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_ a \_\_\_\_. Notary Public in and for \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Working Interest Owner's par Unitized Substances or incre Owner's share of Unit Expension shall not be deemed to have	s the effect of reducing any rticipation in the production of easing such Working Interest se, such Working Interest Owner hereby approved the amended ssity of further approval in erest Owner.
<b>2 2 -</b>	and year first above written.
DATE: SEPTEMBER 4.1990	BEACH EXPLORATION, INC.
ATTEST: Julipsa	By: Carl C. Beach, Its Vice President
DATE: DECEMBER 10 1990	Me Nonald C
ATTEST:	-MMX NOOMA
	By: G.K.M. DONALD Its ATTORNEY-IN-FACT
DATE:	
ATTEST:	
	By: Its
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	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

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. . .

THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $4^{\frac{r}{r}}$ day of <u>VITUATION</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN FHILLIPS Jean Phillips, Notary Public in and JEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1992 for the State of Texas. THE STATE OF TEXAS S THE COUNTY OF MIDLAND \$ The foregoing instrument was acknowledged before me this  $\frac{10^{774}}{10^{774}}$ day of DECEMPOER, 1990, by <u>GKMEDONALD</u> ATTORNEY IN FACT OF MCDONALD COMPANY PARTNER SHIP JEAN PHILLIPS MY COMMESSION EXPIRES November 12, 1992 Dean Phillips a , Notary Public in and for STATE OF IEXAD. Co The THE STATE OF Ś THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_\_ of \_\_\_\_\_\_ a \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_S Ś THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ a in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_ S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_\_, a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

THE STATE OF TEXAS § S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $\underline{\mathscr{A}^{\mathbb{Z}^{d}}}$ day of <u>IIICAPIA</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. Jean Phillips, Notary Public in and JEAN FHILLIPG My Commission Expipes November 12, 1992 for the State of Texas. THE STATE OF TEXAS § S THE COUNTY OF MIDLAND \$ The foregoing instrument was acknowledged before me this  $\frac{10^{777}}{10^{777}}$ day of DECEMBER, 1990, by C.K. MCDONALD \_\_\_\_\_\_\_of \_\_\_\_\_\_ a \_\_\_\_\_ Phillips \_\_\_\_\_\_\_, Notary Public MY CONTRACTOR IS 100 in and for STATE OF LEVAS . Hoveraber 12, 1982 THE STATE OF S S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_, 1990, by \_\_\_\_\_\_\_ a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. THE STATE OF \_\_\_\_\_S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_§ S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_\_ a \_\_\_\_\_ in and for \_\_\_\_\_. Notary Public RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $4^{\frac{1}{2}}$ day of <u>JEAN PHILLIPS</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN PHILLIPS Jean Phillips, Notary Public in and JEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1982 for the State of Texas. THE STATE OF TEXAS S S THE COUNTY OF MIDLAND \$ The foregoing instrument was acknowledged before me this  $\frac{D}{D}$ day of DECEMBER, 1990, by CK MC DONALD of a Phillips \_, Notary Public Paul JEAN PHILLIPS MY COMMISSION EXPIRES November 12, 1992 in and for STATE OF LETAS . THE STATE OF S S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_ \_\_\_\_\_\_ of \_\_\_\_\_\_ a \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_ S THE COUNTY OF \_\_\_\_\_ S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_, \_\_\_\_\_\_of \_\_\_\_\_ a\_\_\_ \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_\_S S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_\_ of \_\_\_\_\_ а \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

DATE: <u>SEPTEMBER 4,1990</u>	BEACH EXPLORATION, INC.
ATTEST: Thilips	C. C. B.
1)557. SID.	By: Carl C. Beach,
	Its Vice President
\$	
DATE: 10 Dec mber 90	Namore matheway
ATTEST:	
	Ву:
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	By:
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ATTEST:	
	By:
	Its
	RED LAKE UNIT
	EDDY COUNTY, NEW MEXI

Executed as of the day and year first above written.

MCTNELOW W. M. G. - RI

-21-

THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $\mathscr{A}^{(n)}$ day of \_\_\_\_\_\_, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN FHILLIPS Jean Phillips, Notary Public in and JEAN FISILLIPS MY COMMISSION EXPIRES November 12, 1992 for the State of Texas. November 12, 1992 THE STATE OF MENINS s S THE COUNTY OF The foregoing instrument was acknowledged before me this  $\mu^{TH}$ day of <u>NETEMBER</u>, 1990, by <u>WILCHING & MEPHERON</u> of a Rewland, Notary Public in and for THE STATE OF \_\_\_\_\_S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_ of \_\_\_\_\_\_ of \_\_\_\_\_\_ а in and for \_\_\_\_\_. Notary Public THE STATE OF \_\_\_\_\_S S THE COUNTY OF § The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, \_\_\_\_\_\_\_of \_\_\_\_\_\_, in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_ § S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unitized Substances or increa	ticipation in the production of asing such Working Interest e, such Working Interest Owner hereby approved the amended sity of further approval in	
Executed as of the day a	nd year first above written.	
DATE: SEATEONSED 4, 1990	BEACH EXPLORATION, INC.	k
ATTEST: Dissi Section	By: <u>Carl C. Beach</u> , Its <u>Vice President</u>	
DATE: <u>A January 1991</u>	Slexandrallins	
ATTEST. Matmu	ALEXANDRA MOREJS	
DATE:		
ATTEST:		
	By: Its	
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	By: Its	
	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT	

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THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $4^{126}$ day of <u>(Filler)</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. Jean Phillips, Notary ... #AN FHILLIPS for the State of Texas. Jean Phillips, Notary Public in and THE STATE OF setur s THE COUNTY OF MILLOND'S The foregoing instrument was acknowledged before me this day of <u>auliauli 4</u>, 1990 by <u>allunaula a Matica</u> a a m BAKIO AN H HAEN, Notary Public In and for as. THE STATE OF \_§ ŝ THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_\_, a • \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. THE STATE OF \_\_\_\_\_§ ŝ THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_ of \_\_\_\_\_ \_\_\_\_\_\_/ a in and for \_\_\_\_\_\_, Notary Public THE STATE OF S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_\_, • a in and for \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any 1 Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended 2 3 4 5 agreements without the necessity of further approval in 6 writing by said Working Interest Owner. 7 8 9 Executed as of the day and year first above written. 10 11 SEPTEMBER 4.1990 BEACH EXPLORATION, INC. DATE: 12 13 ATTEST: 14 ( 15 milina Assi. Sec. Carl C. Beach, 16 By: Vice President 17 Its 18 19 20 DATE: 12-10-90 21 22 ATTEST: CHARLES E. MUMFORD ESTATE 23 \_marc By: un El 24 umford 25 Its Executrix 26 27 28 DATE: 29 ATTEST: 30 31 By: 32 Its 33 34 35 DATE: 36 37 38 ATTEST: 39 By: 40 41 Its 42 43 44 DATE: 45 46 ATTEST: 47 48 By: 49 Its 50 51 52 DATE: 53 54 **ATTEST:** 55 56 By: 57 Its 58 59 60 DATE: 61 62 ATTEST: 63 64 By: 65 Its 66 67 RED LAKE UNIT 68 EDDY COUNTY, NEW MEXICO 69 UNIT AGREEMENT

# Alumtoki. 1 =T. - K.I.

THE STATE OF TEXAS § S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $4^{-24}$ day of <u>SelftenDer</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. <u>HEAN FHILLIPG</u> MY COMMISSION EXPISES November 12, 1902 Jean Phillips, Notary Public in and for the State of Texas. THE STATE OF NEW MEXICO § § THE COUNTY OF LEA S The foregoing instrument was acknowledged before me this 10th day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_JEAN E. MUMFORD \_\_\_\_\_\_, \_\_\_\_\_\_Executrix \_\_\_\_\_\_ of \_\_\_\_\_CHARLES E. MUMFORD ESTATE \_\_\_\_\_\_, a in and for Les County -. THE STATE OF \_\_\_\_\_S THE COUNTY OF \_\_\_\_\_ § The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_\_, a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. THE STATE OF \_\_\_\_\_S S THE COUNTY OF \_\_\_\_\_ S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_, 1990, by \_\_\_\_\_\_\_ of \_\_\_\_\_\_ a\_\_\_\_\_ \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. THE STATE OF \_\_\_\_\_S S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_• \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unitized Substances or incre	ticipation in the production of asing such Working Interest e, such Working Interest Owner hereby approved the amended sity of further approval in
Executed as of the day a	and year first above written.
DATE: SEPTEMBLE 4,1990	BEACH EXPLORATION, INC.
ATTEST: Dissi Sich	By: Carl C. Beach, Its Vice President
DATE: 10 - 9 0	
ATTEST:	Jow Kaneel
	By: / Its
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	By: Its
	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

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Low WALLER - UT

THE STATE OF TEXAS § S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $\mathcal{F}^{\mathcal{P}}$ day of <u>JUNEAR</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN FHILLIPS Jean Phillips, Notary Public in and JEAN PHILLIPS MY COMMISSION EXPIRES November 12, 1992 for the State of Texas. November 12, 1992 \_§ THE STATE OF S THE COUNTY OF S The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_\_, 1990, by \_\_\_\_\_\_\_ of \_\_\_\_\_\_. a in and for \_\_\_\_\_\_. Notary Public THE STATE OF TEXAS § THE COUNTY OF MIDLAND \$ The foregoing instrument was acknowledged before me this 107 day of <u>December</u>, 1990, by <u>Dev NACEEL</u>, of ---- Jean Phillips Notary P а JEAN PHILLIPS MY COMMISSION EXAMPS November 12, 1932 in and for <u>STATE OF TEXALS</u>. , Notary Public THE STATE OF \_\_\_\_\_ S S THE COUNTY OF \_\_\_\_\_ S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_, а in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_S S ş THE COUNTY OF The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_ of \_\_\_\_\_\_ a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

DATE: SEPTEMBER 4.1990	BEACH EXPLORATION, INC.
ATTEST:	Col C Back
Nosi Gro	By: Carl C. Beach,
	Its <u>Vice President</u>
DATE: <u>12-20-90</u>	Sail & Mort
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	By:
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	RED LAKE UNIT EDDY COUNTY, NEW MEXI UNIT AGREEMENT

GAIL NORTON- 1-1

THE STATE OF TEXAS §	
S THE COUNTY OF MIDLAND	
day of, 1990, of BEACH EXPLORATION, INC., a T	was acknowledged before me this 4. by CARL C. BEACH, VICE PRESIDENT EXAS corporation. Jean Phillips, Notary Public in and for the State of Texas.
THE STATE OF Jupper THE COUNTY OF Jupper The foregoing instrument	I I : was acknowledged before me this2044.
day of coorder and the coorder	
PAT FARRELL Metery Public, State of Texas My Commission Expires 4-0-72	Notary Public in and for Lubbock County, Texas.
THE COUNTY OFŠ	
The foregoing instrument day of, 1990, of	was acknowledged before me this
a	•
	in and for
THE STATE OFS	
THE COUNTY OFS	
day of, 1990,	was acknowledged before me this' by'
a	•
	in and for Notary Public
THE STATE OF§	
THE COUNTY OFS	
day of, 1990,	was acknowledged before me this, by,
a	
	, Notary Public
	in and for
	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Working Interest Owner's pa Unitized Substances or incr Owner's share of Unit Expen shall not be deemed to have	is the effect of reducing any articipation in the production ceasing such Working Interest ise, such Working Interest Owne hereby approved the amended essity of further approval in
	and year first above written.
DATE: SEPTEMBLE 4,1990	BEACH EXPLORATION, INC.
	$\bigcap$ $\bigcap$ $\sum$ $1$
ATTEST: Dissi Dect	By: Carl C. Beach, Its Vice President
DATE: 12-21-90	
ATTEST:	Sherman & Marton
	By: Its
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	By: Its
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	RED LAKE UNIT EDDY COUNTY, NEW MEXI UNIT AGREEMENT

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THE STATE OF TEXAS §	
THE COUNTY OF MIDLAND \$	
The foregoing instrument day of <u>ALFERENCE</u> , 1990 of BEACH EXPLORATION, INC., a NEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1992 THE STATE OF	was acknowledged before me this 4 <sup></sup> , by CARL C. BEACH, VICE PRESIDENT TEXAS corporation. Jean Phillips, Notary Public in and for the State of Texas.
THE STATE OF LINKS THE COUNTY OF LINKSCL The foregoing instrumenday of <u>Liendlet</u> PAT FARRELL Notary Public, State of Taxas My Commission Explores 4-9-72	nt was acknowledged before methis 274
of	<b>8</b>
	in and for
day of, 1990	was acknowledged before me this, by,   , Notary Public in and for
day of, 199	
	in and for Notary Public
	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

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Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

	BEACH EXPLORATION, INC.
ATTEST:	Cal C. Beach
DSSI. SIC	By: Carl C. Beach, Its Vice President
DATE: 12-12-40	Raidy Part
ATTEST: Kernedry	
- 00 /	By:
DATE:	
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	By: Its
	RED LAKE UNIT EDDY COUNTY, NEW MEXIC UNIT AGREEMENT

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THE STATE OF TEXAS § §	
S THE COUNTY OF MIDLAND S	
day of, 1990, of BEACH EXPLORATION, INC., a T JEAN FHILLIPS MY COMMISSION EXPIRES November 12, 1982	was acknowledged before me this by CARL C. BEACH, VICE PRESIDENT EXAS corporation. Jean Phillips, Notary Public in and for the State of Texas.
THE STATE OF <u>TELAS</u> S THE COUNTY OF <u>M/DXAVD</u> S	
The foregoing instrument day of <u>Depender</u> , 1990, a	was acknowledged before me this <u>10<sup>4</sup></u> by <u>KANN4 FRIOE</u>
SUZY BERNEATHY	Jun Kenneathy 3420 Berneathy, Notary Public in and for <u>STATE OF TEXAS</u> .
THE STATE OFS THE COUNTY OFS	
The foregoing instrument day of, 1990, of	was acknowledged before me this by
	in and for Notary Public
THE STATE OFS S THE COUNTY OFS	
day of , 1990,	was acknowledged before me this' by'
	, Notary Public in and for
	was acknowledged before me this
of	, by,
a	
	in and for
	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unitized Substances or incre Owner's share of Unit Expens shall not be deemed to have agreements without the neces	ticipation in the production of easing such Working Interest se, such Working Interest Owner hereby approved the amended ssity of further approval in
writing by said Working Inte Executed as of the day a	erest Owner. Ind year first above written.
DATE: SEPTEMBED 4.1990	BEACH EXPLORATION, INC.
ATTEST: Mar Mullips	By: Carl C. Beach, Its Vice President
DATE: 12 - 20 - 90	J. Rore
ATTEST:	
	By: Its
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	By: Its
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	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

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THE STATE OF TEXAS §	
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day of, 1990, of BEACH EXPLORATION, INC., a T	was acknowledged before me this 4 <sup></sup> by CARL C. BEACH, VICE PRESIDENT EXAS corporation. <i>Fand Indexpol</i> Jean Phillips, Notary Public in and for the State of Texas.
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	was acknowledged before my this <u>204</u> 1990, by
PAT FARELL Notary Public, State of Tassa My Commission Explore 4-9-72	Notary Public in and for Lubbock County, Texas.
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	, Notary Public
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THE COUNTY OF\$	
day of, 1990, of	was acknowledged before me this, by,
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	, Notary Public in and for
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	RED LAKE UNTT

RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any 1 Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest 2 3 Owner's share of Unit Expense, such Working Interest Owner 4 shall not be deemed to have hereby approved the amended 5 agreements without the necessity of further approval in writing by said Working Interest Owner. 6 7 8 Executed as of the day and year first above written. 9 10 Mary Mari 11 SEPTEMBER 4.1940 DATE: BEACH EXPLORATION, INC. 12 13 ATTEȘT: 14 15 Inter 0 1)55% Sec By: Beach 16 Carl С Vice President Its 17 18 19 Mark F. Schweinfurth 20 DATE: Dec. 10, 1990 21 ATTEST: 22 Delenda McConneli 23 24 By: Its 25 26 27 28 DATE: 29 30 ATTEST: 31 By: 32 Its 33 34 35 36 DATE: 37 38 ATTEST: 39 40 By: 41 Its 42 43 44 DATE: 45 ATTEST: 46 47 48 By: 49 Its 50 51 52 DATE: 53 54 ATTEST: 55 56 By: 57 Its 58 59 60 DATE: 61 ATTEST: 62 63 64 By: 65 Its 66 67 RED LAKE UNIT 68 EDDY COUNTY, NEW MEXICO 69 UNIT AGREEMENT

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THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $|\mathcal{F}|^{2\sigma}$ day of <u>Debichoper</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. Jean Phillips, Notary Public in and for the State of Texas. November 12, 1992 THE STATE OF Texas S S THE COUNTY OF Midland S The foregoing instrument was acknowledged before me this 10th day of December , 1990, by Mark F. Schweinfurth , \_\_\_\_\_/ a\_\_\_\_\_ - diane Defrang Lurst / Notary Public in and for Midland County, Texas. THE STATE OF \_\_\_\_\_§ THE COUNTY OF \_\_\_\_\_ § The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_\_\_\_\_of a\_\_\_\_ in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_§ S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ \_\_\_\_\_\_of \_\_\_\_\_. in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_\_\_\_\_ of \_\_\_\_ \_\_\_\_\_ a • \_\_\_\_\_, Notary Public \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

DATE: SEPTEMBLE 4.1990	BEACH EXPLORATION, INC.
ATTEST: Dissi field	By: Carl C. Beach, Its Vice President
DATE:	P & E SITTON CORPORATION
ATTEST:	Frank R. Sitton By: Tunk D. Suttor Its President
DATE:	
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	RED LAKE UNIT EDDY COUNTY, NEW MEXIC UNIT AGREEMENT

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1,17

THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $4^{\frac{1}{2}}$ day of <u>JUTICONTAN</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. Jean Phillips, Notary -for the State of Texas. Strant . Jean Phillips, Notary Public in and JEAN FHILLIPG MY COMMISSION EXPIPES November 12, 1992 ..... THE STATE OF Texas S S THE COUNTY OF Lubbock § The foregoing instrument was acknowledged before me this 2nd day of <u>January</u>, 199, by <u>Frank R. Sitton</u>, <u>President</u> of <u>P & E Sitton Corporation</u>, a <u>matexas Corporation</u>, Donna Going C. Notary Public in and for the State of Texas. BUT INA BOIRD Notary Public, Suite of Toxes My Commission Expines 12-1-91 THE STATE OF S S THE COUNTY OF § The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_\_\_\_\_\_of \_\_\_\_\_ a \_\_\_\_. \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. THE STATE OF \_\_\_\_\_S § THE COUNTY OF § The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_, 1990, by \_\_\_\_\_\_\_ \_\_\_\_′ a in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_\_\$ S THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_/ a • \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. • RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any 1 Working Interest Owner's participation in the production of 2 Unitized Substances or increasing such Working Interest 3 Owner's share of Unit Expense, such Working Interest Owner 4 5 shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in 6 writing by said Working Interest Owner. 7 8 Executed as of the day and year first above written. 9 10 11 SEPTEMBED 4,1990 BEACH EXPLORATION, INC. DATE: 12 13 ATTEST: 14 C 15 1.)1 Carl C. Beach, By: 16 1)55% Sec Its Vice President 17 18 19 SITTON ENTERPRISES January 2, 1991 20 DATE: 21 22 ATTEST: Mal. Frank R. Sitton 23 24 By: Enun General Partner 25 Its 26 27 28 DATE: 29 30 ATTEST: 31 32 By: 33 Its 34 35 36 DATE: 37 38 ATTEST: 39 40 By: 41 Its 42 43 44 DATE: 45 ATTEST: 46 47 48 By: 49 Its 50 51 52 DATE: 53 54 ATTEST: 55 56 By: 57 Its 58 59 60 DATE: 61 62 ATTEST: 63 64 By: 65 Its 66 67 RED LAKE UNIT 68 EDDY COUNTY, NEW MEXICO 69 UNIT AGREEMENT

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n.

THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this  $\underline{\psi}^{\mathrm{res}}$ day of <u>11222222</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN FHILLIPS Jean Phillips, Notary Public in and JEAN PHILLIPS MY COMMISSION EXPIPES Novomber 12, 1902 JEAN FISILLIPS MY COMMISSION EXPIRES Novomber 12, 1992 for the State of Texas. THE STATE OF Texas § S THE COUNTY OF Lubbock § The foregoing instrument was acknowledged before me this 2nd The foregoing instrument was acknowledged before me this 2nd day of <u>January</u>, 1991, by <u>Frank R. Sitton</u> <u>General Partner</u> of <u>Sitton Enterprises</u> <u>a</u> <u>Texas Partnership</u> <u>bot MA GCINO</u> <u>Dot MA GCINO</u> <u>Dot MA GCINO</u> <u>Dot MA GCINO</u> <u>THE STATE OF</u> THE STATE OF THE COUNTY OF \_\_\_\_\_\_S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_§ THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_, 1990, by \_\_\_\_\_\_\_ a\_\_\_\_\_\_. in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_§ S THE COUNTY OF \_\_\_\_\_\_S The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_• \_\_\_\_\_, Notary Public in and for \_\_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Unit Operating Agreement has the effect of reducing any 1 Working Interest Owner's participation in the production of 2 Unitized Substances or increasing such Working Interest 3 Owner's share of Unit Expense, such Working Interest Owner 4 shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in 5 6 writing by said Working Interest Owner. 7 8 9 Executed as of the day and year first above written. 10 11 SEPTEMBER 4.1940 DATE: BEACH EXPLORATION, INC. 12 13 14 ATTEST:  $\mathcal{C}$ 15 )e\_ íľ.i 1.20 Carl DSSI. Sect By: C. Beach 16 Vice President Its 17 18 19 Ronald DATE: Si<u>tton</u> 20 January 2, 1991 21 ATTEST: 22 MA Socn 5na 23 By <u>Ron'a</u> 24 tor It\$ 25 26 27 28 DATE: 29 ATTEST: 30 31 By: 32 33 Its 34 35 DATE: 36 37 ATTEST: 38 39 40 By: 41 Its 42 43 44 DATE: 45 46 ATTEST: 47 By: 48 49 Its 50 51 52 DATE: 53 54 ATTEST: 55 56 By: 57 Its 58 59 60 DATE: 61 62 ATTEST: 63 64 By: 65 Its 66 67 RED LAKE UNIT 68 EDDY COUNTY, NEW MEXICO

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UNIT AGREEMENT

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THE STATE OF TEXAS S S THE COUNTY OF MIDLAND S The foregoing instrument was acknowledged before me this 4  $^{>}$ day of <u>eliterative</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN PHILLIPS MY COMMISSION EMPIRES Notion My COMMISSION EMPIRES Notion to the State of Texas. November 12, 1992 THE STATE OF Texas S S THE COUNTY OF Lubbock Ş The foregoing instrument was acknowledged before me this 2nd day of \_\_\_\_\_\_, 1991, by \_\_\_\_\_\_ Ronald Sitton \_\_\_\_/ \_\_\_\_\_\_ of \_\_\_\_\_ Donna Going (Notary Public CONTRACTOR CONTRACTOR DE CONTRACTOR а E STATE OF in and for the State of Texas . THE STATE OF \_\_\_\_\_ § THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_\_ of \_\_\_\_\_\_ а \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_§ S THE COUNTY OF § The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ \_\_\_\_\_\_ of \_\_\_\_\_ ····· • a in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_S THE COUNTY OF § The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_ of \_\_\_\_\_\_ a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Norking Interest Owner's par	s the effect of reducing any rticipation in the production of
wner's share of Unit Expension	easing such Working Interest se, such Working Interest Owner
	hereby approved the amended sity of further approval in
vriting by said Working Inte	erest Owner.
Executed as of the day a	and year first above written.
DATE: <u>SEPTEMBLE 4,1990</u>	BEACH EXPLORATION, INC.
ATTEST:	Col & Beach
Alan Anterio	By: Carl C. Beach,
	Its <u>Vice President</u>
DATE: DRA. 51 KAD	Produce of the an
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	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

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THE STATE OF TEXAS § S THE COUNTY OF MIDLAND § The foregoing instrument was acknowledged before me this day of <u>ACCOMPAR</u>, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. JEAN FHILLIPC MY COMMISSION ENTIPES November 12, 1952 THE STATE OF NEW MEXICO \$ S THE COUNTY OF <u>CHAVES</u> § The foregoing instrument was acknowledged before me this  $\frac{2}{\omega}$ day of <u>DECEMBER</u>, 1990, by <u>PALICINE V. TRIGG</u>, <u>CUNER</u> of <u>TRIGG</u> <u>CIL & MINING CORPORATION</u>, <u>ANEW MEYICO CORPORATION</u>. TERI EVANIS, Notary Public in and for the state of NEW MEVICE THE STATE OF \_\_\_\_\_§ S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_\_ of \_\_\_\_\_\_ a in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_§ S THE COUNTY OF § The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_, 1990, by \_\_\_\_\_\_, of \_\_\_\_\_, a in and for \_\_\_\_\_, Notary Public THE STATE OF \_\_\_\_\_S S § THE COUNTY OF \_\_\_\_ The foregoing instrument was acknowledged before me this \_\_\_\_ a \_\_\_\_\_, Notary Public in and for \_\_\_\_\_. RED LAKE UNIT EDDY COUNTY, NEW MEXICO

UNIT AGREEMENT

Unitized Substances or increa	ticipation in the production of asing such Working Interest e, such Working Interest Owner hereby approved the amended sity of further approval in
Executed as of the day a	nd year first above written.
DATE: SEPTEMUSED 4 1990	BEACH EXPLORATION, INC.
ATTEST: Jean Millips	By: Carl C. Beach, Its Vice President
DATE: Decomber 26, 1790	MARK S. VOZAR
ATTEST: Juni Alliams	MARK S. VOZAR M. L. S. V. By: Its
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	By: Its
	RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

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The foregoing instrument was acknowledged before me this  $|\Psi|^{\prime\prime}$ day of \_\_\_\_\_, 1990, by CARL C. BEACH, VICE PRESIDENT of BEACH EXPLORATION, INC., a TEXAS corporation. Jean Phillips, Notary Public in and JEAN FHILLIPS for the State of Texas. MY COMMISSION EXPIRES November 12, 1992 THE STATE OF § § THE COUNTY OF Wallas S The foregoing instrument was acknowledged before me this 26th day of <u>Alcenter</u>, 1990, by <u><u>Ilack Slogan</u></u>, <u><u>a</u></u> а - Surry Allians Notary Public, State of Texas My Comm. Expires 10/01/94 \_\_\_, Notary Public in and for State of Sexas. ----THE STATE OF S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_, \_\_\_\_\_\_of \_\_\_\_\_ \_\_\_\_\_/ ā \_\_\_\_\_, Notary Public in and for • THE STATE OF \_\_\_\_\_\_§ THE COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_ \_\_\_\_\_ of \_\_\_\_\_\_ a \_\_\_\_\_, Notary Public in and for THE STATE OF \_\_\_\_\_§ S THE COUNTY OF S The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_ , 1990, by \_\_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, Notary Public in and for \_\_\_\_ RED LAKE UNIT EDDY COUNTY, NEW MEXICO UNIT AGREEMENT

Exhibit F' -

### HINKLE, COX, EATON, COFFIELD & HENSLEY

ATTORNEYS AT LAW

2800 CLAYDESTA NATIONAL BANK BUILDING POST OFFICE BOX 3580

MIDLAND, TEXAS 79702 (915) 683-4691

FAX (915) 683-6518

OF COUNSEL O. M. CALHOUN MACK EASLEY JOE W WOOD

CLARENCE E HINKLE (1901-1985) W. E. BONDURANT, JR. (1913-1973) ROY C. SNODGRASS, JR. (1914-196)

December 5, 1990

700 UNITED BANK PLAZA POST OFFICE BOX IO ROSWELL, NEW MEXICO 88202 (505) 622-6510 FAX (505) 623-9332

1700 TEAM BANK BUILDING POST OFFICE BOX 9238 AMARILLO, TEXAS 79105 (806) 372-5569 FAX (606) 372-9761

218 MONTEZUMA POST OFFICE BOX 2068 SANTA FE, NEW MEXICO 87504 (505) 982-4554 FAX (505) 982-8623

500 MARQUETTE N.W. SUITE 600 ALBUQUERQUE, NEW MEXICO 87102-2121 (505) 768-1500 FAX (505) 768-1529

LEWIS C. COX\* PAUL W. EATON CONNAD E. COPFIELD HAROLD L. HENSLEY JR.\* STUART D. SHUNDAR ERIC D. LAMIHUERE\* FRANKLIN H. MCCALLUM GREGORY J. NIBERT<sup>®</sup> DAVID T. MARKETTE MARK C. DOW<sup>®</sup> KAREN M. RICHARDSON FRED W. SCHWENDHANN CL D. MARTIN PAIK, J. KELLY, J.R. HARBHALL, G. MARTIN OWEN M. LOPEZ: OUGUAS L. LUNSFORD JOHN J. KELLY CALDER EZZELL, J.R. MICHAND R. WILFONG RICHAND R. WILFONG STEVEN D. ANNORUS JEFTRY D. HEWETT JAMES BRUCE' JERTY F. BUCKLIFFONG JEFTRY W. HELLBERG ANDREW J. CLOUTER JAMES A. GULESFIE' HARGAR S. GULESFIE' STRUAS M. HINASKO' JOHN C. CHAMBERS JOHN R. KULSETH, JR.' C. D. MARTIN PAUL J. KELLY JR.\* JAMES M. HUDSON

s' -

INOT LICENSED IN TEXAS

Oil Conservation Division Post Office Box 2088 Santa Fe, New Mexico 87504

Attention: Florene Davidson

Re: Beach Exploration, Inc. -December 19, 1991 Docket --Case Nos. 10192 and 10193

Dear Florene:

After submission of the original Applications in the above referenced cases, Beach informed us that the "Cal-Mon State Lease" was not to be included in the unit. Beach also informed us that there were owners within 1/2 mile of the proposed injection wells that had not previously been listed. In this connection we submit the following:

(a) Amended Application for Water Injection for Secondary Recovery with the Red Lake Queen Unit, Eddy County, New Mexico (this application contains a new exhibit which no longer indicates inclusion of the Cal-Mon lease); and

Amended Application for Statutory Unitization with (b) the Red Lake Queen Unit, Eddy County, New Mexico (this application contains new exhibits which no longer indicate inclusion of the the Cal-Mon lease).

If anything more is needed, please call.

Page - 2 -

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Thank you.

Very truly yours,

HINKLE, COX, EATON, COFFIELD & HENSLEY

200 Conrad E. Coffield

CEC:cl cec\6\6.3ltr

<u>Copies</u>: Beach Exploration, Inc. 800 N. Marienfeld, Suite 200 Midland, Texas 79701

> Mr. Jim Bruce 500 Marquette N.W., Suite 740 Albuquerque, New Mexico 87102-2121

G. W. Allen & Juanita G. Allen Post Office Box 402 Mesquite, Texas 75149

J. H. Baldwin Box 422 Lamesa, Texas 79331

Beach Exploration, Inc. 800 N. Marienfeld, Suite 200 Midland, Texas 79701

Carroll W. Bellah 208 S 7th Street Lovington, New Mexico 88260

Brown Royalties IP Post Office Box 2690 San Angelo, Texas 76902

CBF Company Post Office Box 5614 Hobbs, New Mexico 88241-5614

Bernard D. Cleve c/o Elk Cattle Co. Hope, New Mexico 88250 Amoco Production Company Post Office Box 841521 Dallas, Texas 75284-1521

Carl C. Beach 3511 Meadowridge Midland, Texas 79707

William N. Beach 800 N. Marienfeld, Suite 200 Midland, Texas 79701

Bogle Farms, Inc. Post Office Box 358 Dexter, New Mexico 88230-0358

V. J. Callaway Box 2424 Hobbs, New Mexico 88241-2424

Michael R. Childers Post Office Box 1412 Bedford, Texas 76095-1412

Dartmouth College Endowment c/o Deborah Lord-Nolet Post Office Box 107 Col-Hall Hanover, NH 03755

# W. R. Erickson & Wanda Faye Erickson Box 1100 Hobbs, New Mexico 88241-1100 T. Calder Ezzell, Jr. Post Office Box 10 Roswell, New Mexico 88202-0010 Robert O. Franklin, Jr. Post Office Box 820848 Dallas, Texas 75382-0848 James E. Guy 1902 Briscoe Artesia, New Mexico 88210 Sam E. Hilburn 401 West Texas, Suite 407 Midland, Texas 79701 David L. Holland 1801 Huntington Midland, Texas 79705 Deirde J. Johnson IP Post Office Box 2690 San Angelo, TX 76902-0128 Erma Lowe Post Office Box 2923 Houston, Texas 77252 Marshall & Winston, Inc. Post Office Box 50880 Midland, Texas 79710-0880 G. K. McDonald Post Office Box 736 Lamesa, Texas 79331-736

Page - 3 -

Midwest Investment Co. Post Office Box 597 Roswell, New Mexico 88202

Alexandra C. Morris Post Office Box 4881 Midland, Texas 79704 Exxon Corporation Post Office Box 1547 Houston, TX 77251-1547 Loy G. Fletcher Post Office Box 852 Artesia, New Mexico 88210 W. L. (Dub) Gray Post Office Box 258 Artesia, New Mexico 88210 Elizabeth S. Hammack 1150 One Energy Square Dallas, Texas 75206 Hinkle Investment Company Post Office Box 2002 Roswell, New Mexico 88201 J. T. Jackson 711 W. Texas Artesia, New Mexico 88210 E. L. Latham Co. Post Office Box 1392 Hobbs, New Mexico 88240 Maralo, Inc. Post Office Box 2923 Houston, Texas 77252-2923 McDonald Company Post Office Box 736 Lamesa, Texas 79331-736 W. G. McPheron Post Office Box 1907 Hobbs, New Mexico 88241-1907 MMS Post Office Box 5760 TA Denver Fed Cntr Bldg 85 RM A212 Denver, Colorado 80217 Robert B. Morris 401 West Texas, Suite 407 Midland, Texas 79701

### Page - 4 -

Υ.

Charles E. Mumford Estate Jean E. Mumford, Executrix Post Office Box 144 Hobbs, New Mexico 88241-0144

State of New Mexico Commissioner of Public Lands Post Office Box 1148 Santa Fe, New Mexico 87504

Sherman H. Norton, Jr. 916 Main, Suite 606 Lubbock, Texas 79401

Pool Trust Fred F. & Penta J. Pool #5 Summer Wild Place Roswell, New Mexico 88201

Arvil Reynolds c/o Ima Dale 325 S. 13th Artesia, New Mexico 88210

Martha Ryan 1509 Dawson Ter Carona Del Mar, CA 92625-1733

Sitton Enterprises 916 Main, Suite 503 Lubbock, Texas 79401-3422

Spectrum 7 Energy Revenue Funds Post Office Box 612007 Dallas, Texas 75261

Mark S. Vozar 3705 Wheaton Drive Bedford, Texas 76021

Paul White Post Office Box 1025 Artesia, New Mexico 88210 Don Narrell 2311 Maxwell Drive Midland, Texas 79705-4911 Gail L. Norton 4603 29th Street Lubbock, Texas 79410-1717 Penta Production Co. Post Office Box 1393 Roswell, New Mexico 88201 Randall Prude 3100 N. A Bldg B, Suite 200 Midland, Texas 79705 J. P. Rose 916 Main, Suite 606 Lubbock, Texas 79401 Mark Schweinfurth Post Office Box 2585 Midland, Texas 79702 **P&E** Sitton Corporation 916 Main, Suite 503 Lubbock, Texas 79401-3422 Trigg Oil & Mining Co. John H. & Pauline Trigg Post Office Box 520 Roswell, New Mexico 88201 Charles L. West 3103 Auburn Midland, Texas 79705

Yates Exploration Co. Post Office Box O Albuquerque, New Mexico 87103

#### Copies to Parties Dropped from List:

Ernest Angelo, Jr. 410 N. Main Midland, Texas 79701 Garon D. Cagle 2202 Ave Q Lubbock, Texas 79400

Cal-Mon Oil Company Robert L. Mongahan, President Post Office Box 2066 Midland, Texas 79702

James S. DuBose Post Office Box 2990 Fort Worth, Texas 76103

Forrest D. Dunlap III 7267 Stefoni Dallas, Texas 75225

Joe Henderson Post Office Box 2477 Midland, Texas 79702

Horseshoe Oil & Gas Corp. George McCrea, President Post Office Box 870 San Angelo, TX 76902

Jack Markham 1500 Broadway, Suite 1212 Lubbock, Texas 79401

Jack O. McCall Post Office Box 931 Midland, Texas 79702

George A. Thomas 5 Weeping Willow Lane Midland, Texas 79705

Tocor Investments, Inc. A. T. Carleton Post Office Box 293 Midland, Texas 79702

J. M. Welborn 1500 Broadway, Suite 1212 Lubbock, Texas 79401

DCM Oil & Gas Corp. Marshall S. McCrea, President Post Office Box 1715 Midland, Texas 79702

Dorothy D. Dunlap 7267 Stefoni Dallas, Texas 75225

Estoril Producing Corp. 400 W. Illinois, Suite 1600 Midland, Texas 79701

John H. Hendrix 223 W. Wall, Suite 525 Midland, Texas 79701

Jan Oil Company J. W. Levin, Vice President Post Office Box 76499 Oklahoma City, OK 73147

Robert L. Monaghan Post Office Box 2066 Midland, Texas 79702

Don Sparks 800 North Marienfeld, Suite 100 Midland, Texas 79701

William Tack Thomas 3204 Westminster Dallas, Texas 75205

Tom C. Wanty 1042 Lakeside Dr SE Grand Rapids, MI 49506

## Certified Copies to Owners Previously Not Notified:

Bettis Brothers, Inc. Post Office Box 1240 Graham, Texas 76046

DEPCO, Inc. 1000 Petroleum Building 110 - 16th Street Denver, Colorado 80202

Kincaid & Watson Drilling CompanyMcClellan Oil CorporationPost Office Box 498Post Office Drawer 730 Artesia, New Mexico 88211-0498

Continental-Emsco Company Post Office Box 755 Hobbs, New Mexico 88241

Haile Petroleum Ltd. 813 South Roselawn Artesia, New Mexico 88210

Post Office Drawer 730 Roswell, New Mexico 88202 Mewbourne Oil Company Post Office Box 7698 Tyler, Texas 75711

Southland Royalty Company 801 Cherry Street, Suite 700 Fort Worth, Texas 76102

cec\6\6.31t

Santa Fe Energy Company 1616 Voss Road Houston, Texas 77057

Eastland Oil Company Box 3488 Midland, Texas 79702

Augustational services are desired, and complete items is and 2 when additional services are desired, and complete items is a service and additional services are desired, and complete items is a service and additional services are desired, and complete items is a service and additional services are available. Consult postmaster for fees and addressee is address. 2. □ Restricted Delivery (Extra charge) Augustation of the service and addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service and addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service and addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service addressee addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service addressee addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service addressee addressee's address. 2. □ Restricted Delivery (Extra charge) Augustation of the service addressee's addresse addresse addressee's address	Edibit 'F"
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Houston, Texas 77057	
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PS Form 3811, Apr. 1989 +US. 020 1989 006-815 DOMESTIC RETURN RECEIPT	
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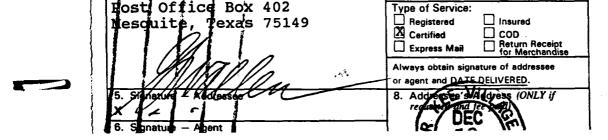
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Southland Royalty Company 801 Cherry Street, Suite 700 Fort Worth, Texas 76102	P     451     133     0     0       Type of Service:     Insured       Registered     Insured       XCertified     COD       Express Mail     Return Receipt for Merchandise	
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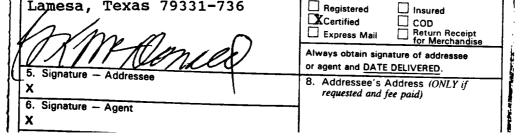
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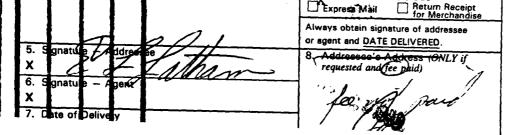
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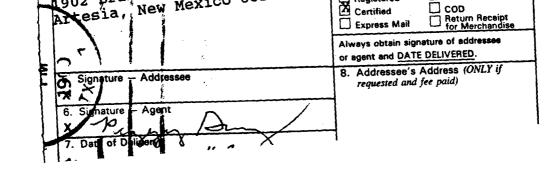
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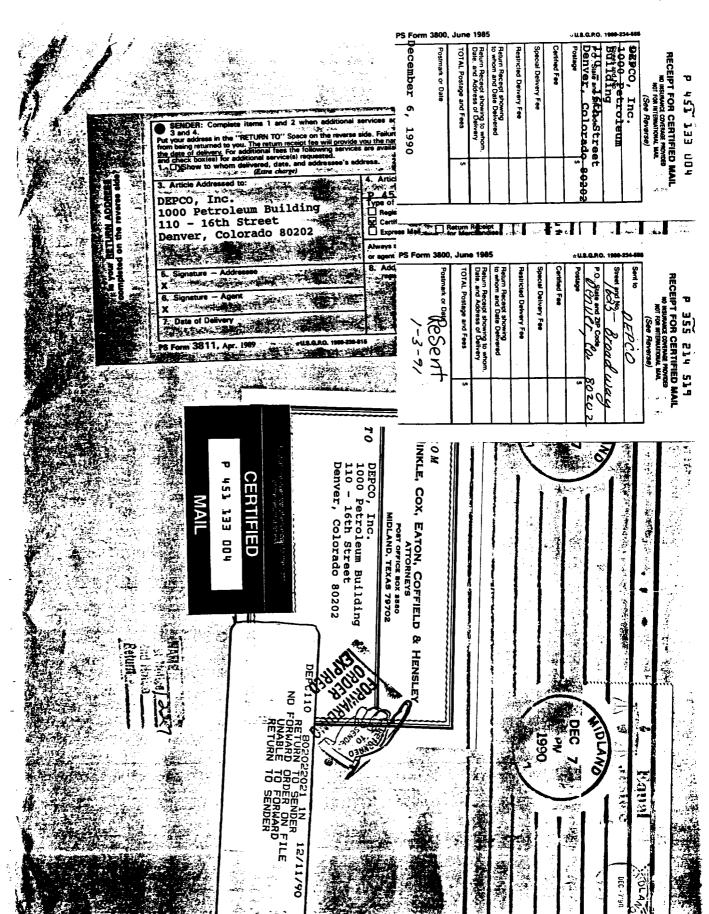
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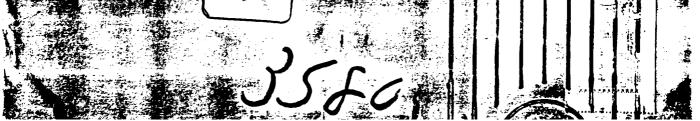
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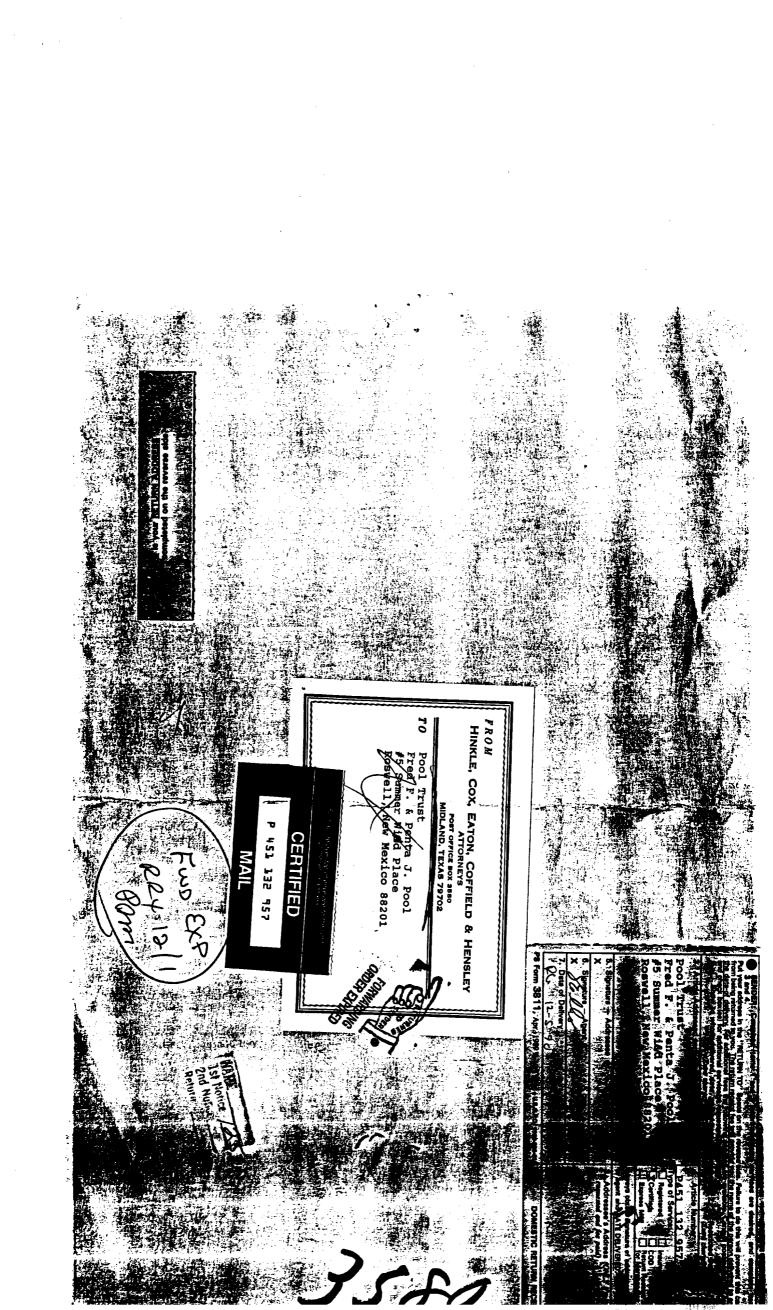
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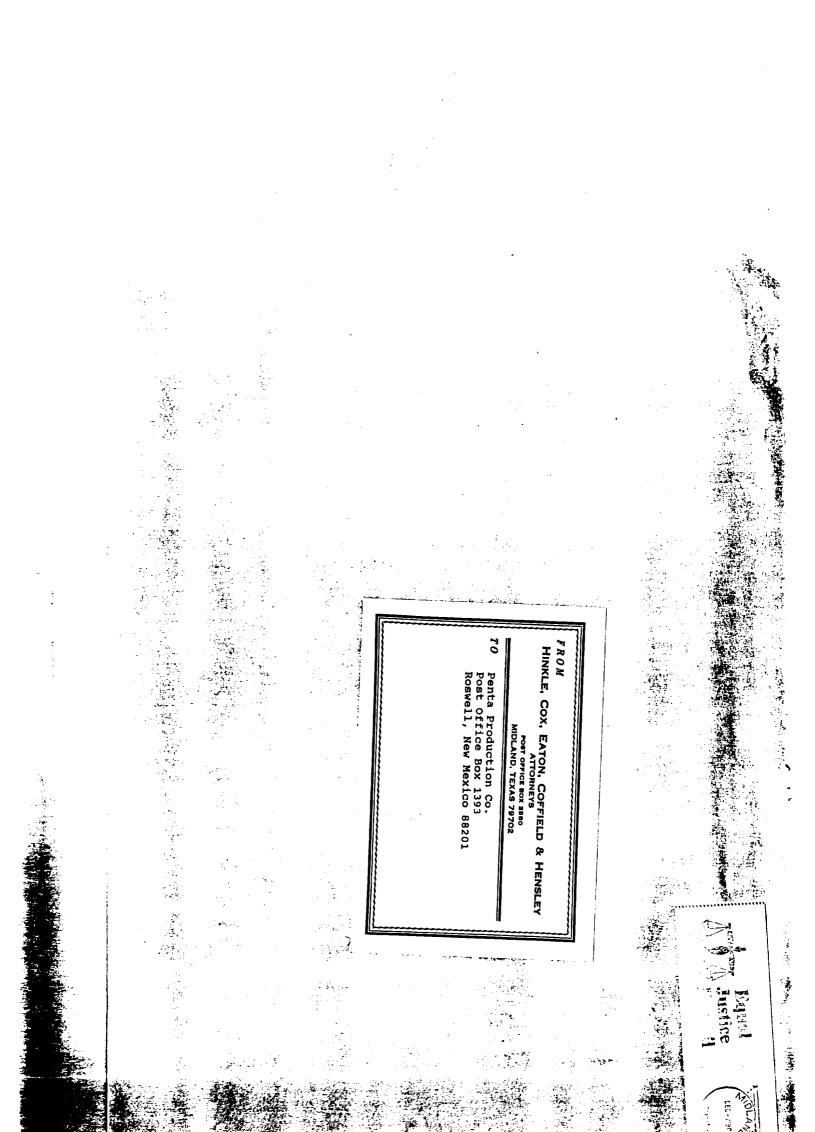
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Addressee's Address (OVLY if requested and fee paid) U 1 X authorized agent of the su ð Λ Brand your name and address on a return ricie RETURN RECEIPT REQUESTED 6. Signature - Agent Х ÷., Š 7. Date of Delivery 12 <u>| 9-90</u> PS Form 3811, Apr. 1989 +U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT Nurn address F to your rural / STAGE E. Co plete items 1 and 2 when additional services are desired, and complete items Î <sup>1</sup> address of a dress if the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card a being eturned to you. <u>The return receipt fee will provide you the name of the person delivered to and</u> <u>ate of deliver</u>. For additional fees the following services are available. Consult postmaster for fees churck box(es for additional service(s) requested. / carrile hom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge) (Extra charge) 1. and attach it to the certified my back of article. Endorse trop restricted to the address 3. Article Addr ssed to: 4. Article Number Т Calder Ezzell, Jr. P451 132 923 Post Office Box 10 Roswell New Mexico 88202-0010 Registered Post Office Box 10 Type of Service: Express Mail Return Receipt for Merchandise nd mail number and 1 of the article by main 10 front of article F Always obtain signature of addresses or agent and DATE DELIVERED. Signature Addressee 8. Addressee's Address (ONLY if <sup>7</sup> and your name and address on a return ry means of the gummed ands if snace per-le RETURN RECEIPT REQUESTED 1 requested and fee paid) 6. X Agent ature m.0 σ Dage of Q ilivery 38 1, Apr. 1989 S Forh +U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT address ur rural . . 1 address ADER: Complete items 1 and 2 when eventse side. Failure to do this will prevent this card and 4. S. ( your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. 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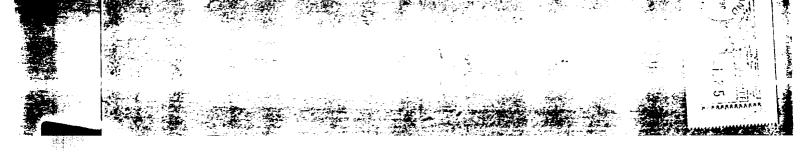
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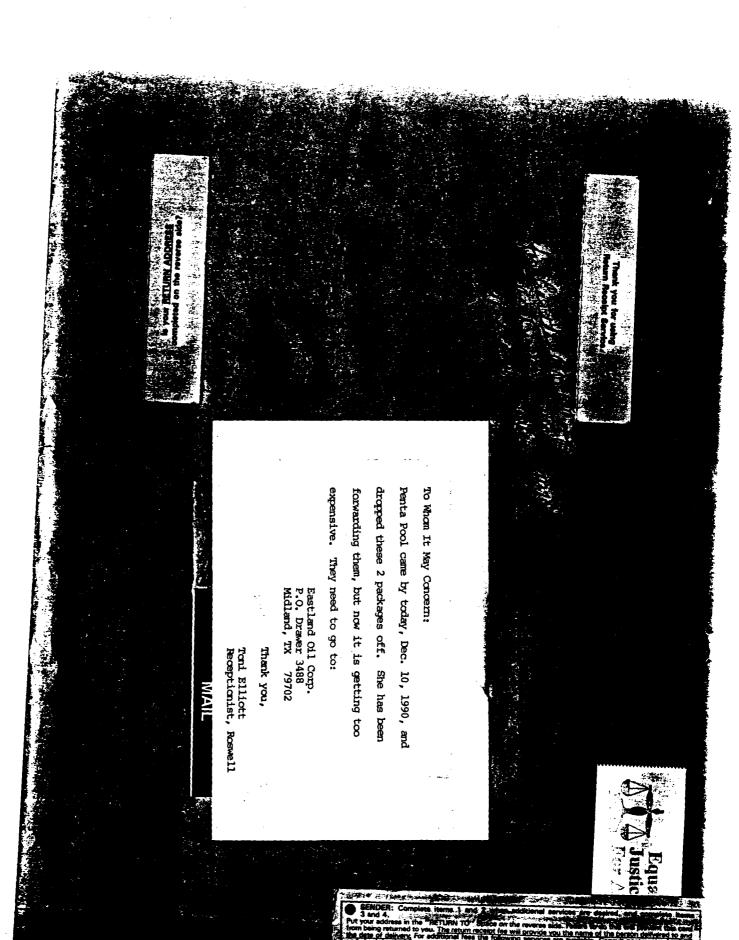


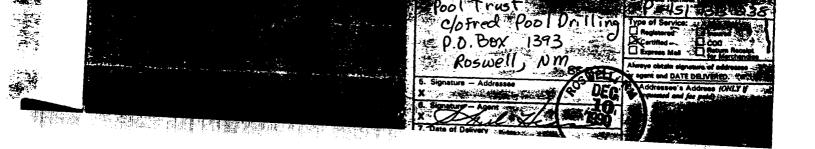


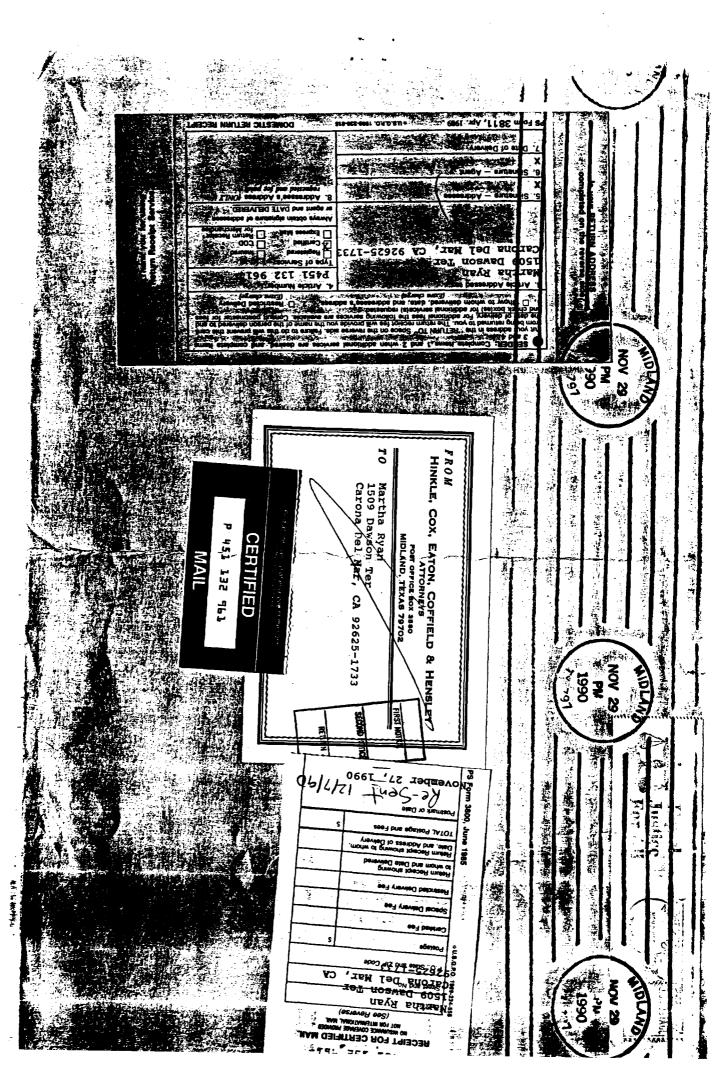




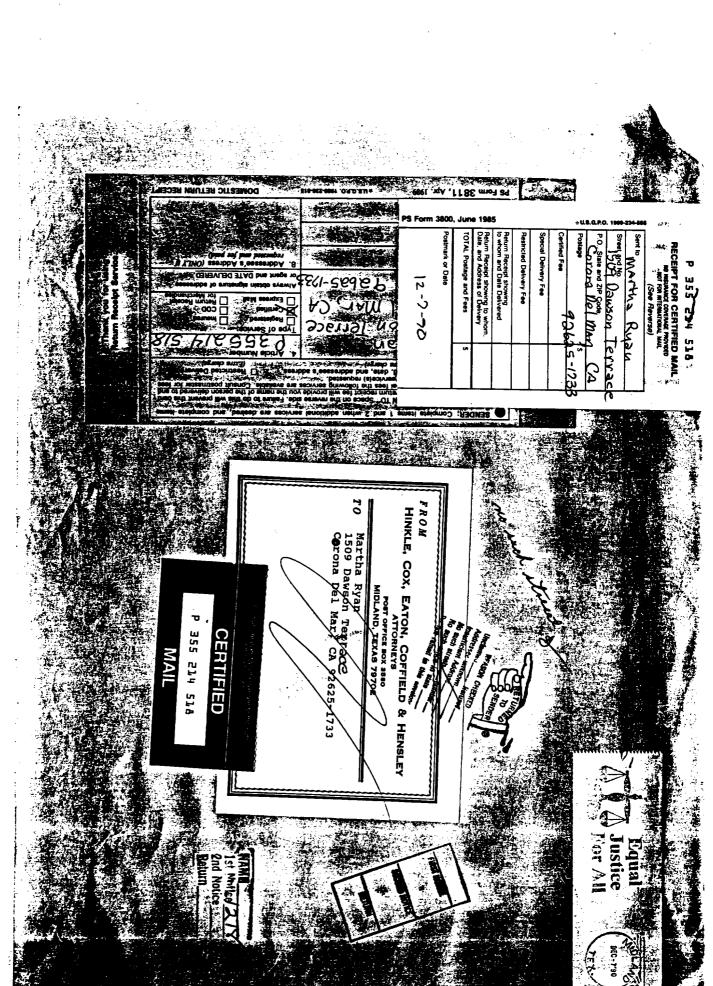








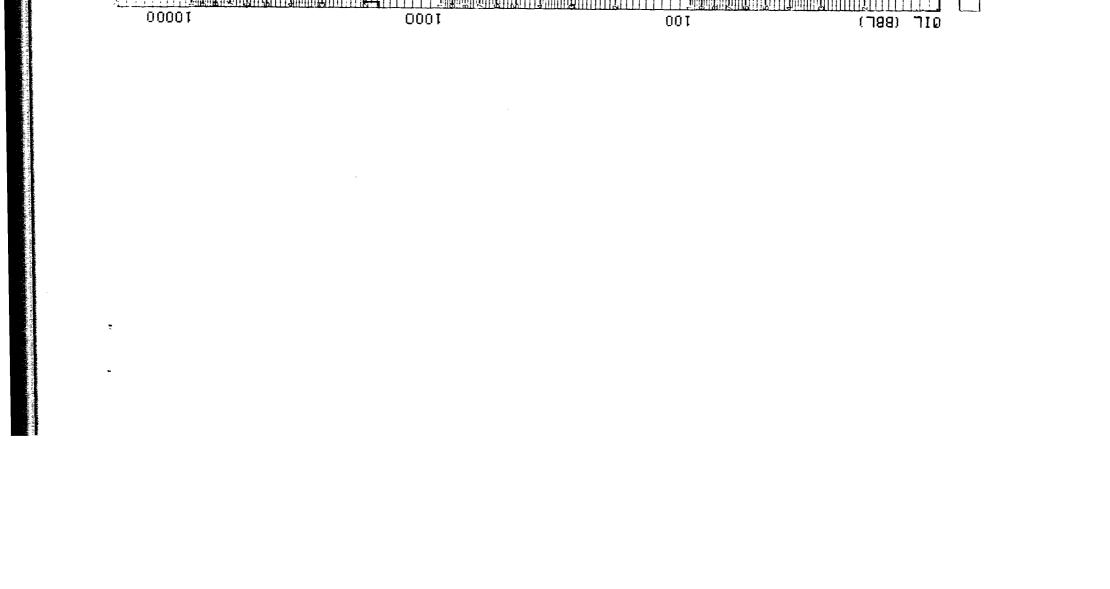
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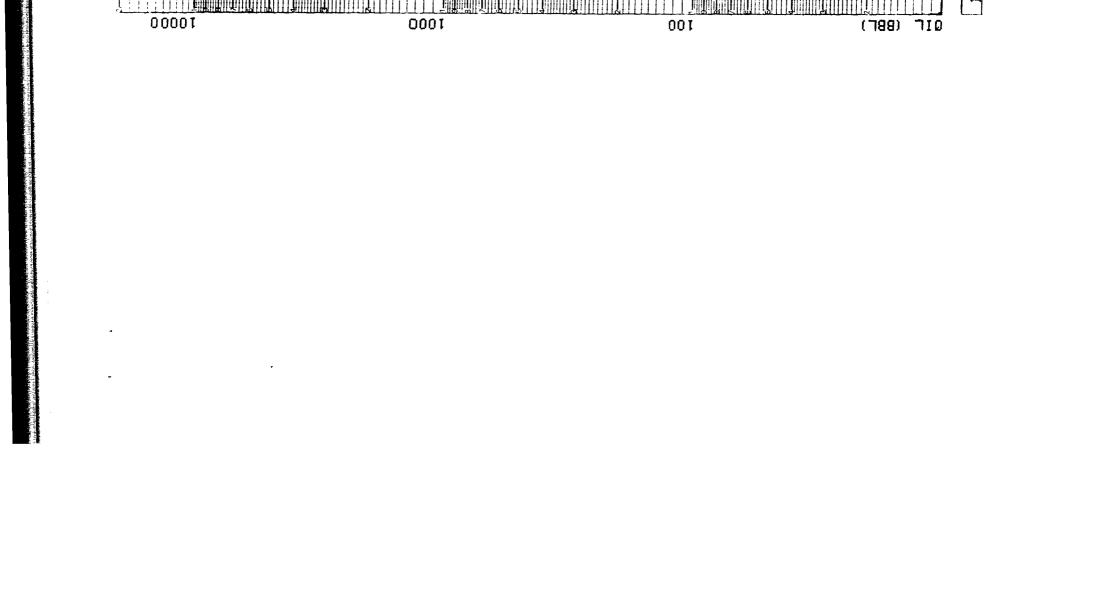


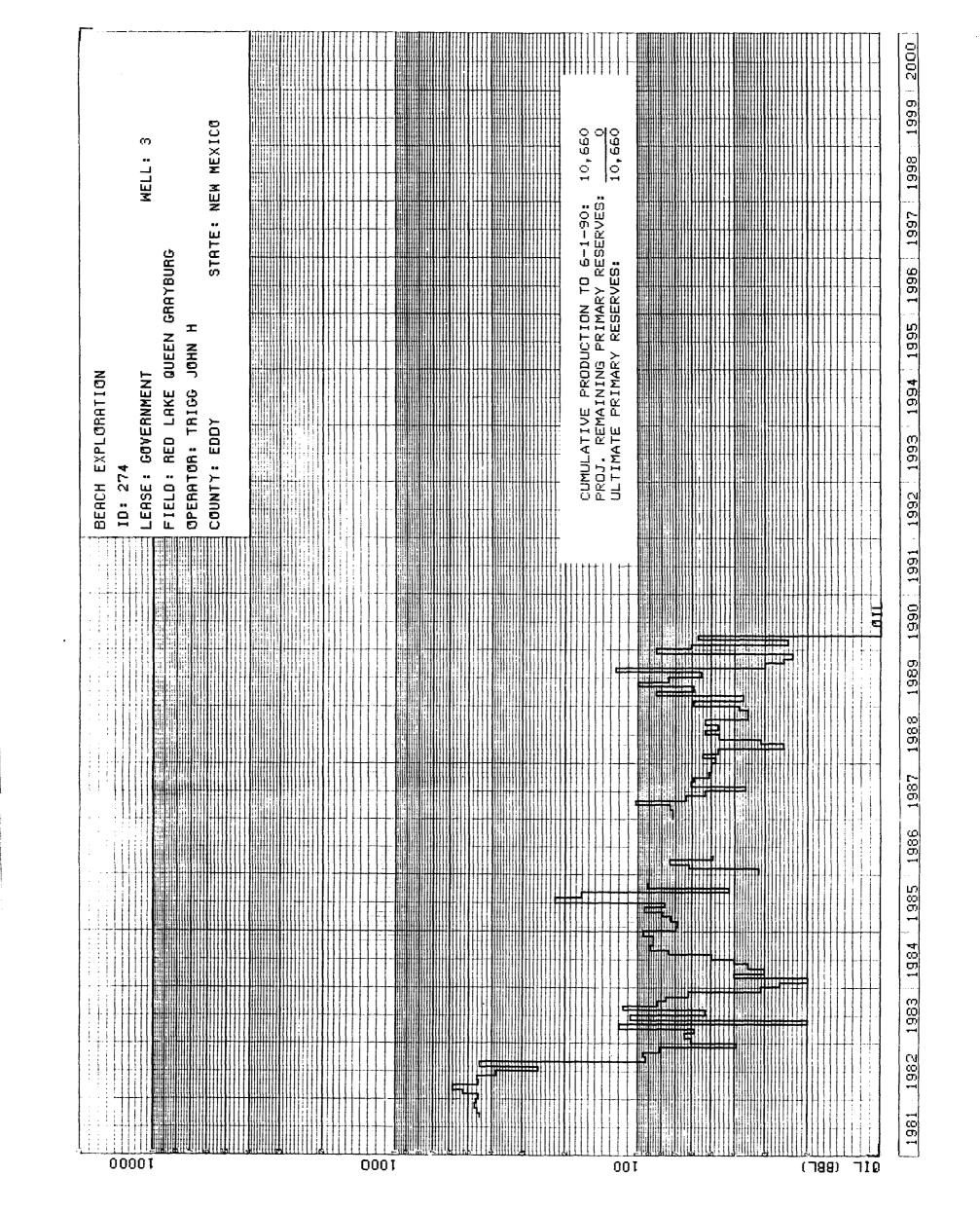
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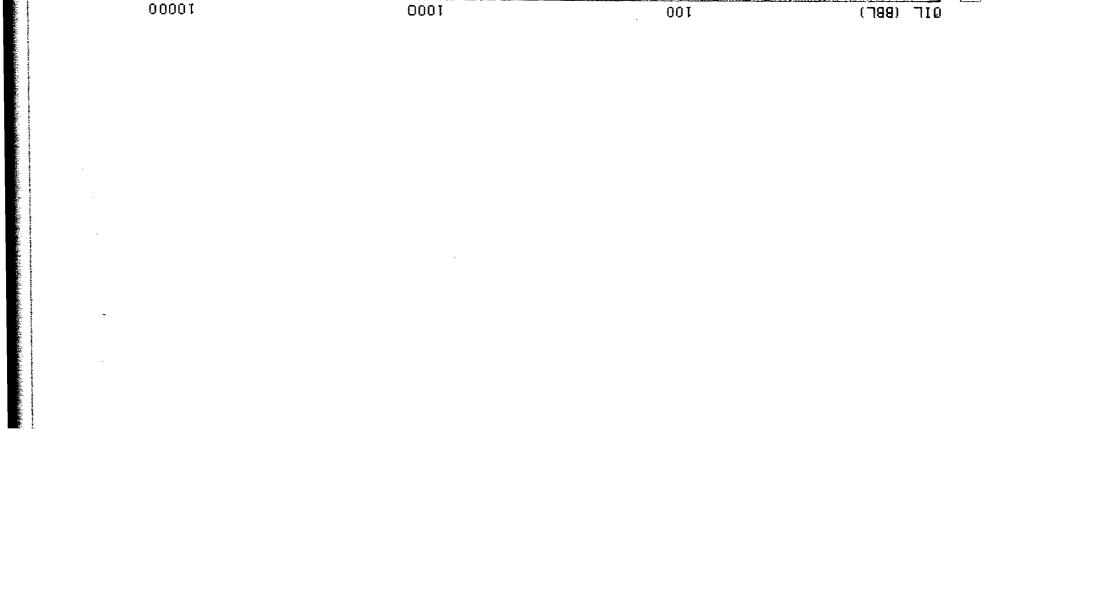
WELL: 2 Grayburg State: New Mexico	M TD 6-1-90: 20, 373 ARV RESERVES: 20, 373 ERVES: 20, 973	996 1997 1998 1999 2000
H EXPLORATION 269 E: GØVERNMENT D: RED LAKE QUEEN ATØR: TRIGG JØHN H TY: EDDY	CUMULATIVE PRODUCTION TO 6-1-90: PROJ. REMAINING PRIMARY RESERVES: ULTIMATE PRIMARY RESERVES:	1991 1992 1993 1994 1995 1
		987 1988 1989 1990
		1982 1983 1984 1985 1986 1
		1361 1



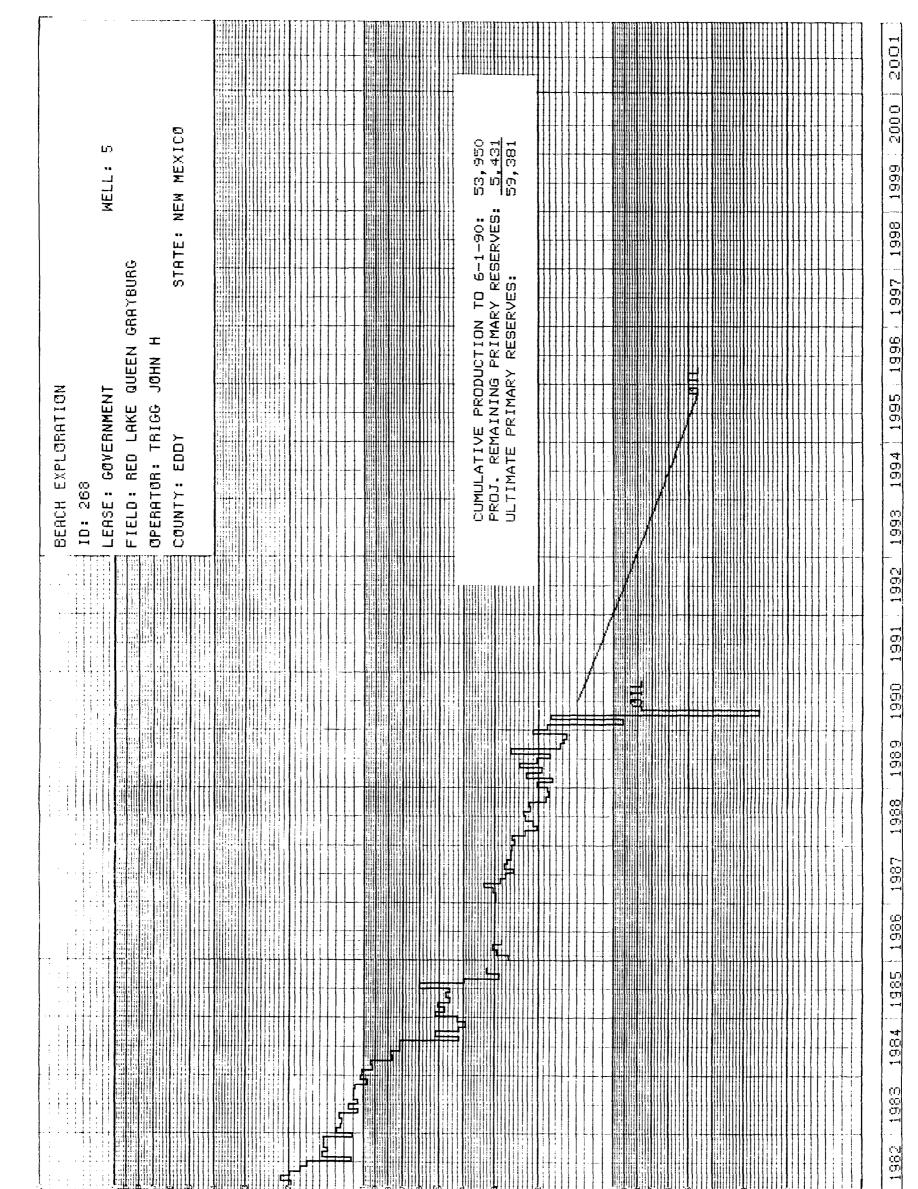


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			2000
L: 4 Mexico		N TO 6-1-90: 17,549 ARY RESERVES: 281 ERVES: 17,830	1999
MELL: New Mex		17,5 17,8	1998
URG STATE: N		PRODUCTION TO 6-1-90: NING PRIMARY RESERVES IMARY RESERVES:	1997
BUF S1		A TO 6-	1996
N JOHN H JOHN H		RESE	1995
ATIO AKE IGG		E PRODL PRIMARY	1994
EXPLOR 60VER 08: TB 08: TB : EDDY		CUMULATIVE PRODU PROJ. REMAINING ULTIMATE PRIMARY	1993
BEACH EXP 1D: 2G6 LEASE: G0 FIELD: RE OPERATOR: COUNTY: E			1992
			1991
			1990
			1989
			885
			987
			986
			985
			1 7 7 8 7 8 7 8
			983
			982 19
			981 19

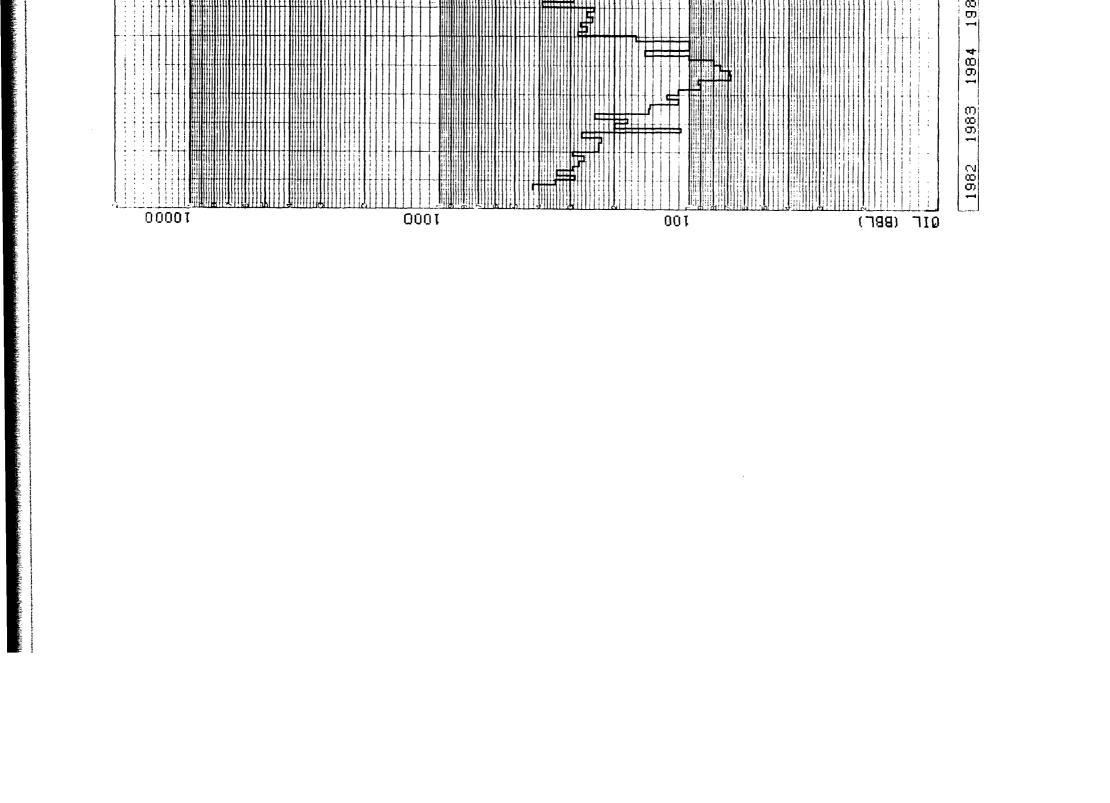


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	-1-30: 14,405 5ERVES: <u>1.611</u> 16,016	
L: 6 Mexico	14,405 16,016	
	N TO 6-1-30: 14,40 ARY RESERVES: 16,01 ERVES: 16,01	
GRAYBURG STATE	CUMULATIVE PRODUCTION TO 6-1-90: PROJ. REMAINING PRIMARY RESERVES: ULTIMATE PRIMARY RESERVES:	
z	TIVE PRODUCTION TO 6-	
.dration Ernment Trigg John Idy	L PRODU	
	J. REMA	
BEACH EXPI ID: 267 LEASE: GOY FIELD: REC OPERATOR: COUNTY: EC		



	BEACH EXPLORATION
000	
	LEASE: MAX FEDERAL WELL: 1 FIFID: RED LAKE QUEFN GRAYBURG
	GPERATOR: POOL FRED DF
	COUNTY: EDDY STATE: NEW MEXICO
	CUMULATIVE PRODUCTION TO 6-1-90:
	ULTIMATE PRIMARY RESERVES: 1.034 ULTIMATE PRIMARY RESERVES: 15,067
(un	
	1
	1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

WELL: 3 New Mexico	CES: 1,404 CES: 1	2003 2004 2005
JN BAL QUEEN GRAYBURG FRED DRLG CØ INC STATE:		2001 2002
IRATION FEDERAL LAKE QUEEN GRA OOL FRED DRLG IY		1999 2000
BEACH EXPLORATION ID: 286 LEASE: MAX FEDERA FIELD: RED LAKE Q OPERATOR: POOL FR COUNTY: EDDY	-1-90: 1,40.	1997 1998
	RESERVED	5 1996
	CUMULATIVE PRODUCT PROJ. REMAINING PR ULTIMATE PRIMARY F	1994 199
	L TIM CCMUL	1992 1993
		990 1991
		1989 1
		1987 1988
0000T		1986

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5	90: 2, 454 2, 454 2, 454 10 2, 454 10 10 10 10 10 10 10 10 10 10 10 10 10	2005
MELL: 1 Em mexico		2004
2  	2, 45, 45, 0, 45, 0, 45, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0,	2003
GRAYBURG CO STATE	Г TO 6-1-90: RY RESERVES: 2,454 2,454	2002
	TO 6-1-9 RVES:	2001
BEACH EXPLORATION ID: 261 LEASE: STATE 24 FIELD: RED LAKE QUEEN ØPERATØR: HARKEN EXPL COUNTY: EDDY	ODUCTION TO 6	2000
EXPLORATION 1 STATE 24 RED LAKE 0 OR: HARKEN : EDDY	ADDUCTI ARY REC	1999
BEACH E ID: 261 LEASE: LEASE: GPERATO OPERATO COUNTY:		1998
	CUMULATIVE PRODUCTION TO 6-1-90. FROMUNDERTARY RESERVES: ULTIMATE PRIMARY RESERVES:	1997
		1996
		1995
		1994
		1993
		1992
		991
		1 066 1
		686
		988



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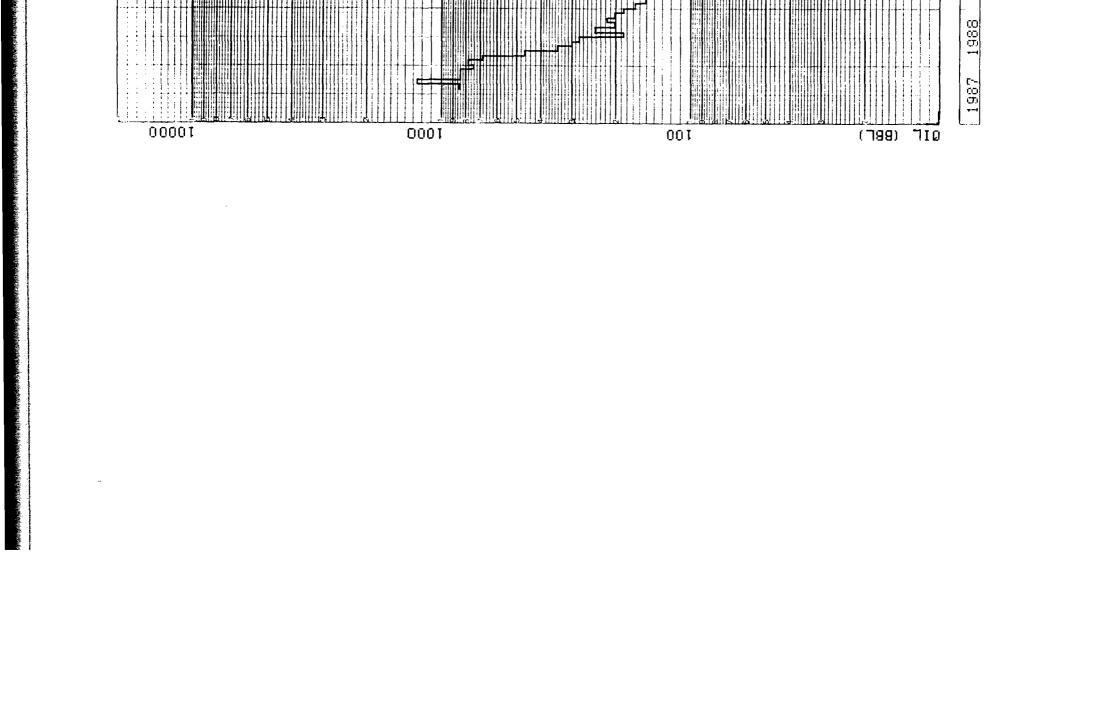
00001	NO
	FIELU: KEU LHKE UUEEN GRHIBURG OPERATOR: HARKEN EXPL CO COUNTY: EDDY STATE: NEW M
	CUMULATIVE PRODUCTION TO 6-1-90: 11,348 PROJ. REMAINING PRIMARY RESERVES: 2,238 ULTIMATE PRIMARY RESERVES: 13,586
1987 1989 1990	30 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006

3 ICO	11,195 S: 2,944 14,139		
WELL: 3 New Mexico			
х Ц	11,195 2,944 14,139		
ВҮВ	463: 1		
N QUEEN GR	0 6-1- RESER SS:		
EXPLORATION 0 STATE 24 RED LAKE QU OR: HARKEN B : EDDY	CTION TO CRIMARY R RESERVES		-
BEACH EXPLORATIO ID: 260 LEASE: STATE 24 FIELD: RED LAKE OPERATOR: HARKEN COUNTY: EDDY	PRODUCI INING PR RIMARY R		
BEACH E ID: 260 LEASE: FIELD: OPERATO COUNTY:	CUMULATIVE PRODUCTION TO 6-1-90: PROJ. REMAINING PRIMARY RESERVES ULTIMATE PRIMARY RESERVES:		
	PROJ.		
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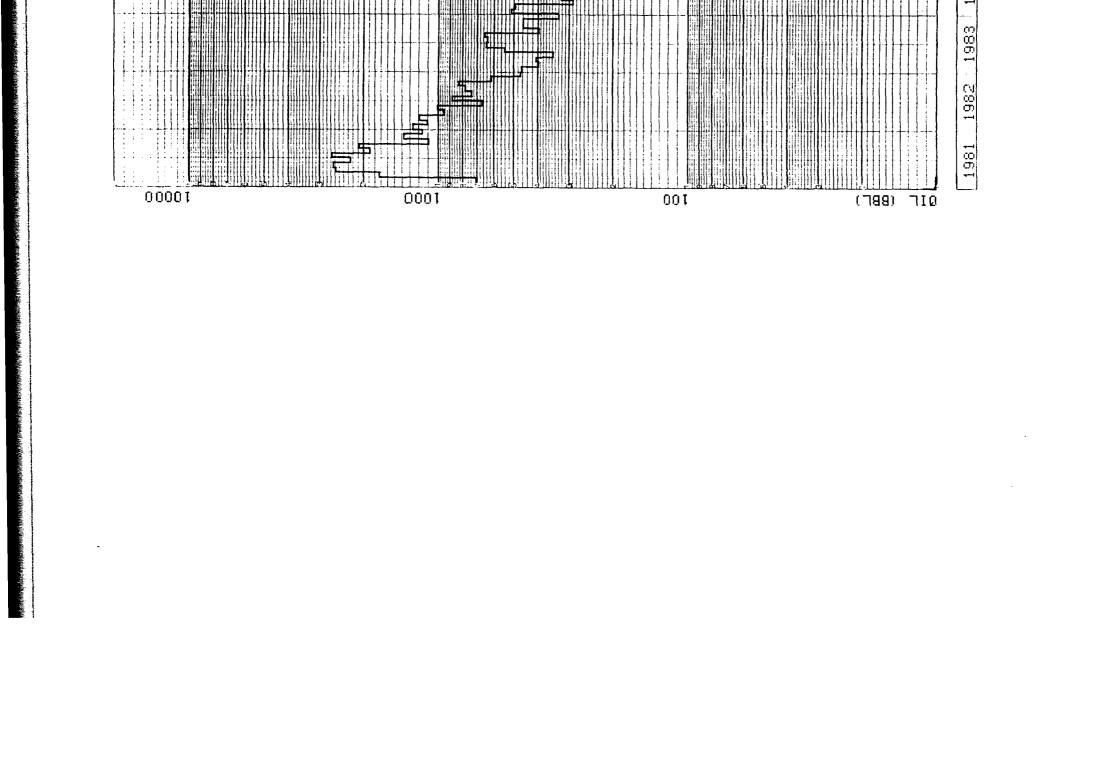
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مدمده فيستحاقه محرد معاولا بالعامة معامدة مطالبه ومحمونا

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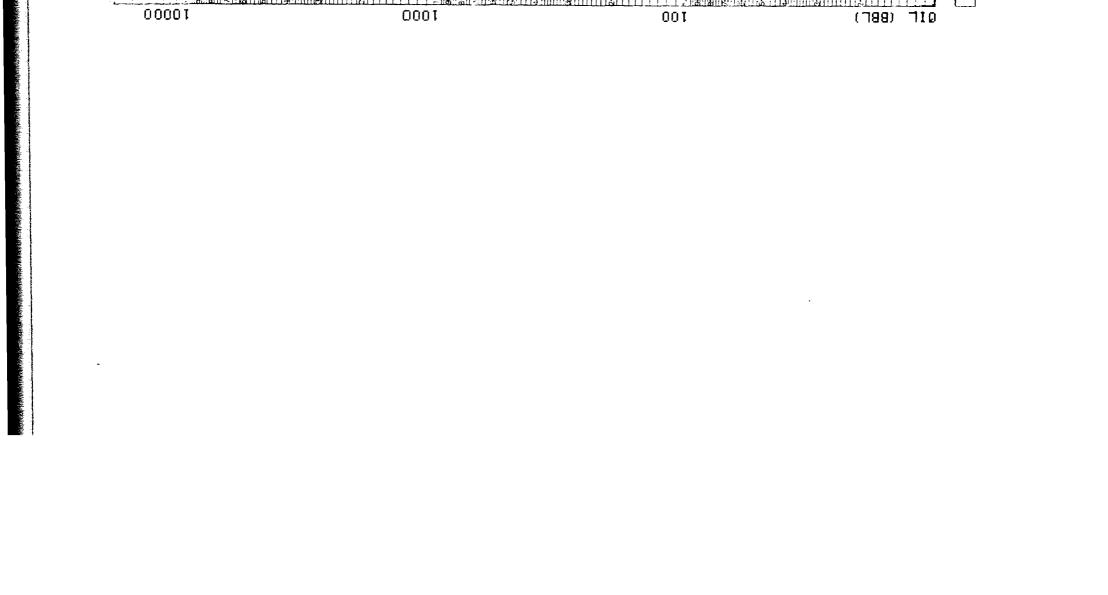


		2000
L: 1 MEXICO	54317	1999
	ំភ្លំ ភ្លំ ភ្លំ ភ្លំ ភ្លំ ភ្លំ ភ្លំ ភ្លំ	1998
z 		1997
GRAYBURG NC STATE	CUMULATIVE PRODUCTION TO 6-1-90: PROJ. REMAINING PRIMARY RESERVES: ULTIMATE PRIMARY RESERVES:	966
		995 1
TICIN State Le Queen Ch expl J	TIVE PRODUCTION TE PRIMARY RECT	
3RAT ALE BEAC OY	J. REMA IMATE PR	1994
r- •• •• ⊢ ≻- I		1993
BEACH ID: 27 LEASE: FIELD: OPERAT COUNTY		1992
		1991
		1990
		1989
		1988
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		1986
		1985
		984 1
		983 1
		1 1982
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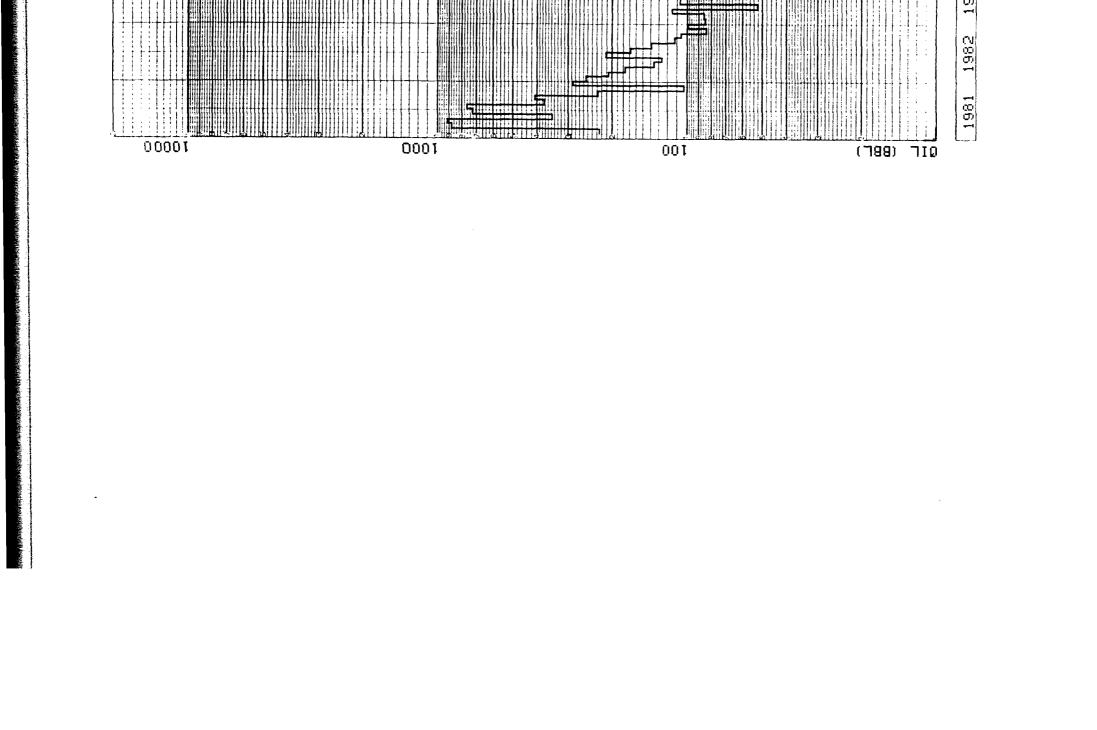
ę	CUMULATIVE PRODUCTION TO 6–1–90: PROJULTIMATE PRIMARY RESERVES: 14,1344 14,134 14,	
: 2 EXIC	DDUCTION TO 6-1-90: 14, 134 MIS PRIMARY RESERVES: 14, 134 MIS PRIMARY RESERVES: 14, 134	
	14, 13 400 400 400	
	DN TD 6-1-90: 14 MARY RESERVES: 14	
N ATE QUEEN GRAYBURG EXPL INC STA	CLMULATIVE PRODUCTION TO 6-1-90: PROJ. REMAINING PRIMARY RESERVES: ULTIMATE PRIMARY RESERVES:	
EN GR		
I ON S TATE E QUEEI H E XPL	NG DUCTIO RRIM	
	MULATIVE PRODUCT	
BEACH EXPL ID: 264 LEASE: HI FIELD: REC OPERATOR: COUNTY: EC	LATIVE REMAIN	
BEACH ID: 26 LEASE: FIELD: OPERAT COUNTY	CUMUL-A PROJ.	

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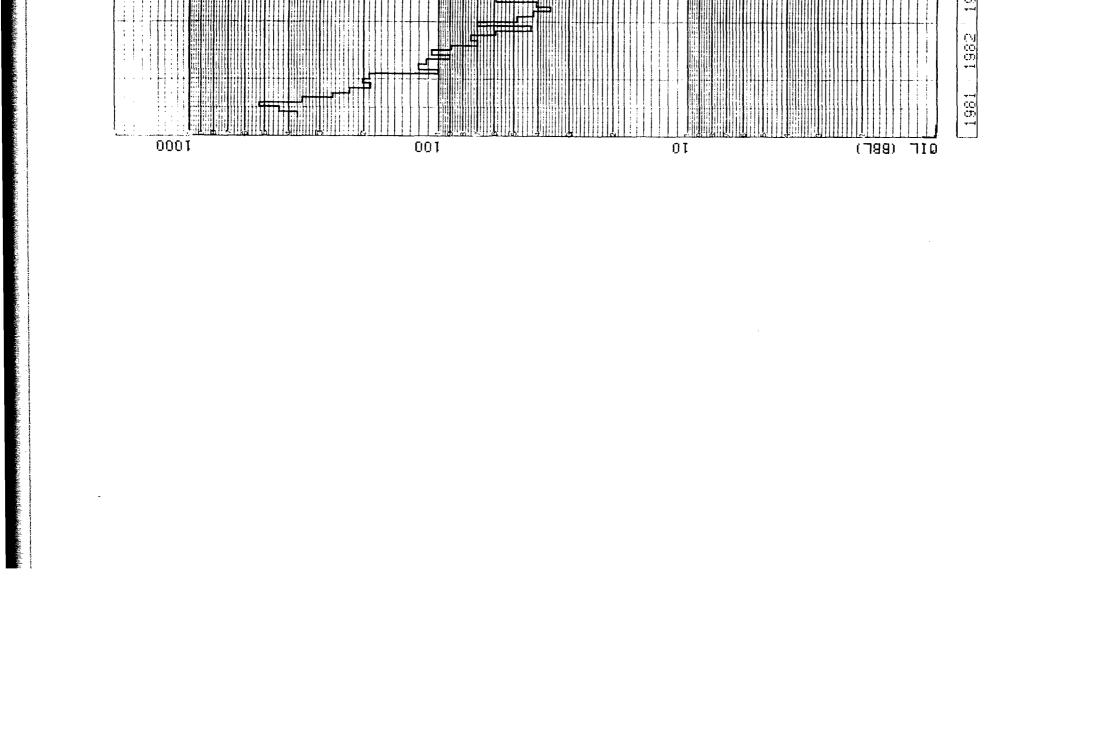


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ID: 282	
LEASE : HINKLE ST	 
QUEEN	BURG
CONNITY: FUNY STATE:	STATE: NEW MEXICO
CUMULATIVE PRODUCTION TO 6-1-90: 4	6-1-90: 4,241
D. T. ULTIMARY RESERVES:	
1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1994 1995 1996 1997 1998	1998

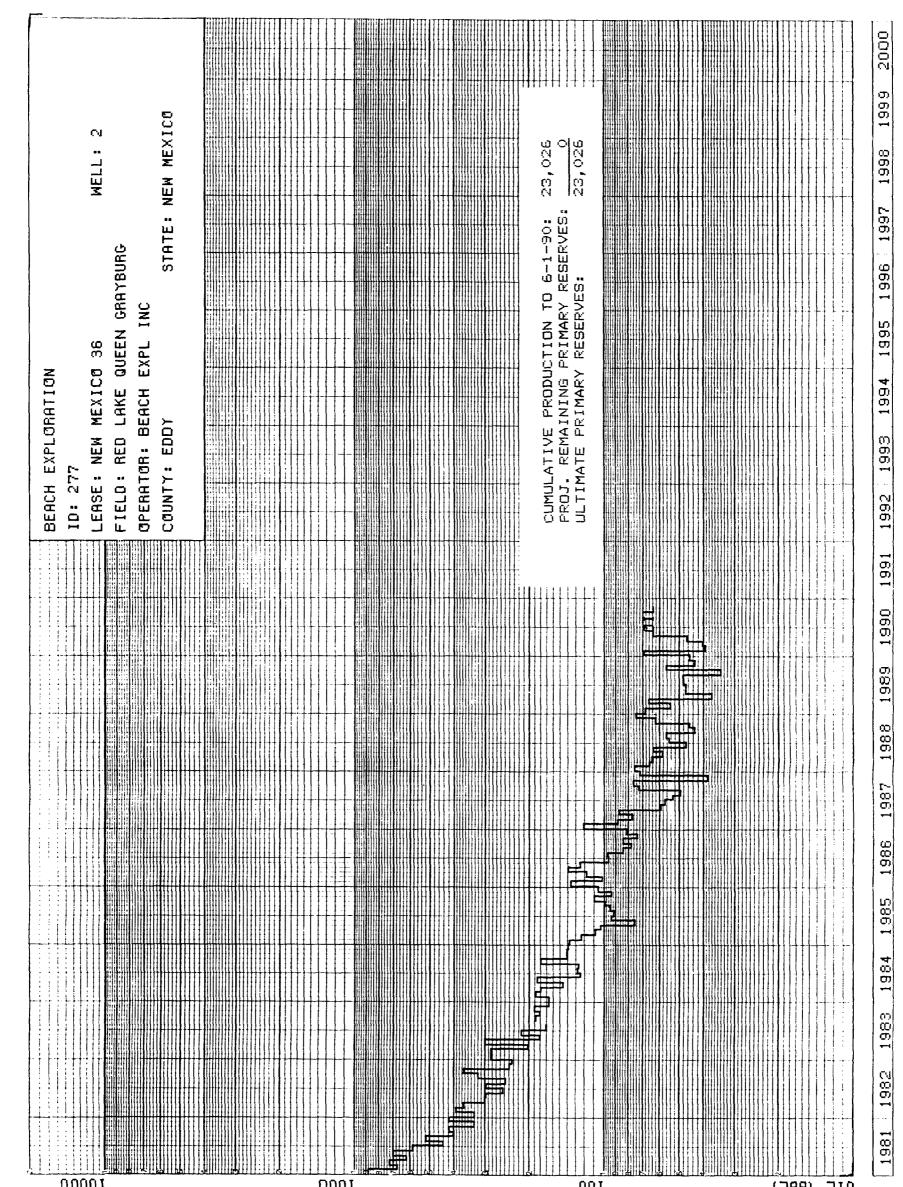
		2000
5 J	CUMULATIVE PRODUCTION TO 6-1-90: CUMULATIVE PRODUCTION TO 6-1-90: REDJ. REMAINING PRIMARY RESERVES: 12,573 ULTIMATE PRIMARY RESERVES: 12,573	1999 2
WELL: 1 EW MEXICO	DDUCTION TO 6-1-90: ARV RESERVES: ARY RESERVES: ARY RESERVES: 12,573 12,573	1998
2 	ES: 12,	1997
GRAYBURG NC STATE	CUMULATIVE PRODUCTION TO 6-1-90: PRIMARY RESERVES: ULTIMATE PRIMARY RESERVES:	1996
		1995
TIG ST CH	RODUCTION RESE	1994
		1993
BEACH EXPL ID: 265 LEASE: LA FIELD: REE GPERATOR: COUNTY: EE	CUMULATI CUMULATI ULTIMATE	1992
		1991
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		1982
10000		1981



			2000
	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		1999
WELL: 1 Ew Mexico	ີ ຜິຜິ ທີ່ທີ່		1998
2	-1-90: SERVEG		1997
GRAYBURG NC STRTE	UCTION TD 6-1-90: Y RESERVES:		1996
z	MULATIVE PRODUCTION TO 6-1-90: 5,824 OJ. REMAINING PRIMARY RESERVES: 5,824 .TIMATE PRIMARY RESERVES: 5,824		1995
JRATION CO STATE LAKE QUEEI BEACH EXPL JY	CUMULATIVE PRODU PROJ. REMAINING I ULTIMATE PRIMARY		994
	J. REM IMATE		993 1
BEACH EXPI ID: 270 LEASE: AM FIELD: REI OPERATOR: COUNTY: EI COUNTY: EI	CUMULATIVE PRODUCTION TO 6-1-90: 5,824 PROJ. REMAINING PRIMARY RESERVES: 0 ULTIMATE PRIMARY RESERVES: 5,824		992 1
			991 1
			990 19
			989 19
			988 19
			6 1987
			1986
			1 385
			1384
			1983
			1982
			1981



BEACH EXPLORATION ID: 280 LEASE: NEW MEXICO 36 WELL: 1 FIELD: RED LAKE QUEEN GRAYBURG
CUMULATIVE PRODUCTION TO 6-1-90: 16,383 PROJ. REMAINING PRIMARY RESERVES: 16,383 ULTIMATE PRIMARY RESERVES: 16,383
1381         1382         1383         1384         1385         1386         1393         1394         1395         1398         1999         2000

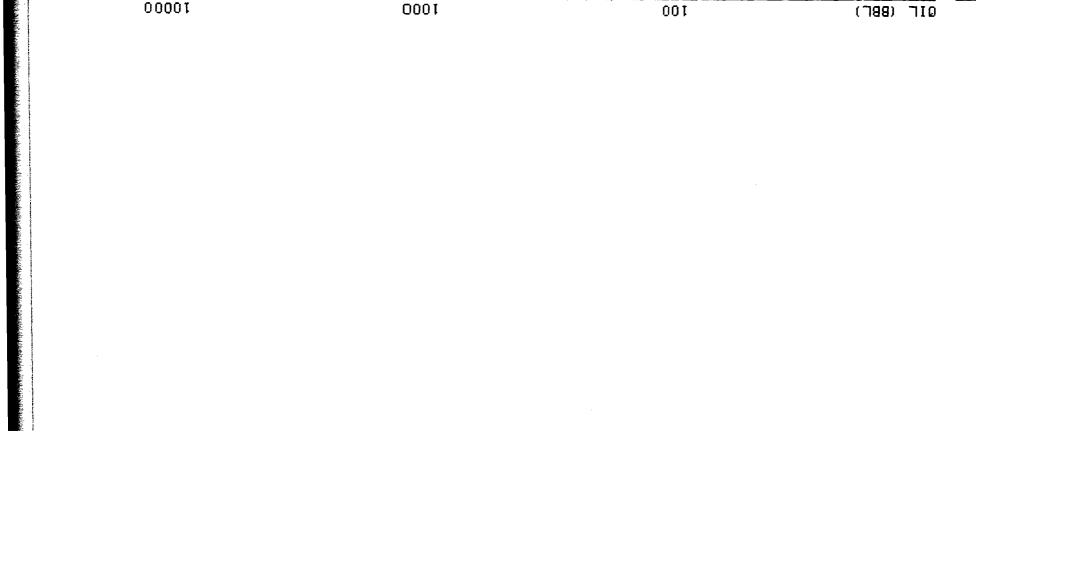


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10000			

IC LEASE: NEW MEXICO 36 WELL: 3 FIELD: RED LAKE QUEEN GRAYBURG
PERATOR: BEACH EXPL INC     PERATOR: BEACH EXPL INC       PERATOR: PEOP     COUNTY: EDDY
10 10 10 10 10 10 10 10 10 10 10 10 10 1
шппцет
1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1994 1995 1996 1997 1998 2000

		1 4 4 4 4
WELL: 4 Nem Mexico	9, 857 9, 857	
AYBURG STATE:	TO 6-1-90: VES: VES:	1 905
36 UEEN XPL I	CUMULATIVE FRODUCTION TO 6-1-90. PROJ- REMARY RESERVES: ULTIMATE FRIMARY RESERVES:	1004 1005
EXPLO 78 : NEW : RED TOR: B T: EDD Y: EDD	ILLATIVE PROD JJ. REMAINING FIMAR	
BEACH ID: 27 LEASE: FIELD: OPERAT COUNTY	PROJ.	

والمتقافلة وتخاصر المكتابات والأحد تتنازه والأمانا وجراء والعالي ورعمي



EXPLORATION 1
LEASE: NEW MEXICO 36
COUNTY: EDDY STATE: NEW MEXICO
CUMULATIVE PRODUCTION TO (PROJ. REMAINING PRIMARY RUCE) PROJ. REMAINING PRIMARY RUCES VES
1982 1984 1985 1984 1985 1986 1987 1988 1989 1990 1991 1992 1994 1995 1996 1997 1998 1999 2000 2001

	278 278	9 2000
WELL: 6 New Mexico	ບໍ່ກັບ ເບິ່ງ	1998 1999
TE	-1-90 BERVE	1997
GRAYB INC	ICTION TO 6-1-90: PRIMARY RESERVES:	1 996
RATION MEXICO 36 LAKE QUEEN EACH EXPL Y	CUMULATIVE PRODUCTION TO 6. PROJ. REMARY RESERVES:	1994
EXPLO NEW RED 3R: B	LTIMATE PA	
BEACH EXP ID: 276 LEASE: NE FIELD: RE GPERATOR: COUNTY: E	រដ្ឋភាព ដើម 	
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BEACH EXPLORATIO ID: 275 LEASE: NEW MEXIC	-ORATION M MEXICO 35 D LAKE QUEEN
GPERATOR: BEACH COUNTY: EDDY	BEACH EXPL INC 3DY STF
I DO	CUMULATIVE PRODUCTION TO 6-1-90: 13,351 PROJ. REMAINING PRIMARY RESERVES: 0 ULTIMATE PRIMARY RESERVES: 13,351
	992 1993 1994

		2000
100	TION TO 6-1-90: 7,823 RIMARY RESERVES: 1.070 RESERVES: 8,893	1999 2
WELL: 1 New Mexico	TION TO 6-1-90: 7,823 RIMARY RESERVES: 1,070 B,833	1998
н Н Н Н Н	TVE PRODUCTION TO 6-1-90: 7 E PRIMARY RESERVES: 8 E PRIMARY RESERVES: 8	1997
8×6	CUMULATIVE PRODUCTION TO FROJ. REMAINING PRIMARY RESERVES	1996
S UEEN XPL I	PRODUCT	1995
FAR FAR AKE ACH		1994
BEACH EXPLOR ID: 271 LEASE: BOGLE FIELD: RED LF OPERATOR: BEF COUNTY: EDDY	CUMULATIVE P FROJ. REMAIN ULTIMATE PRI	1993
BEACH E ID: 271 LEASE : FIELD : OPERATO COUNTY		1992
		1991
		1990
		1989
		1988
		1987
		5 1986
		1 1985
		3 1984
		2 1983
		1 1982
		1981

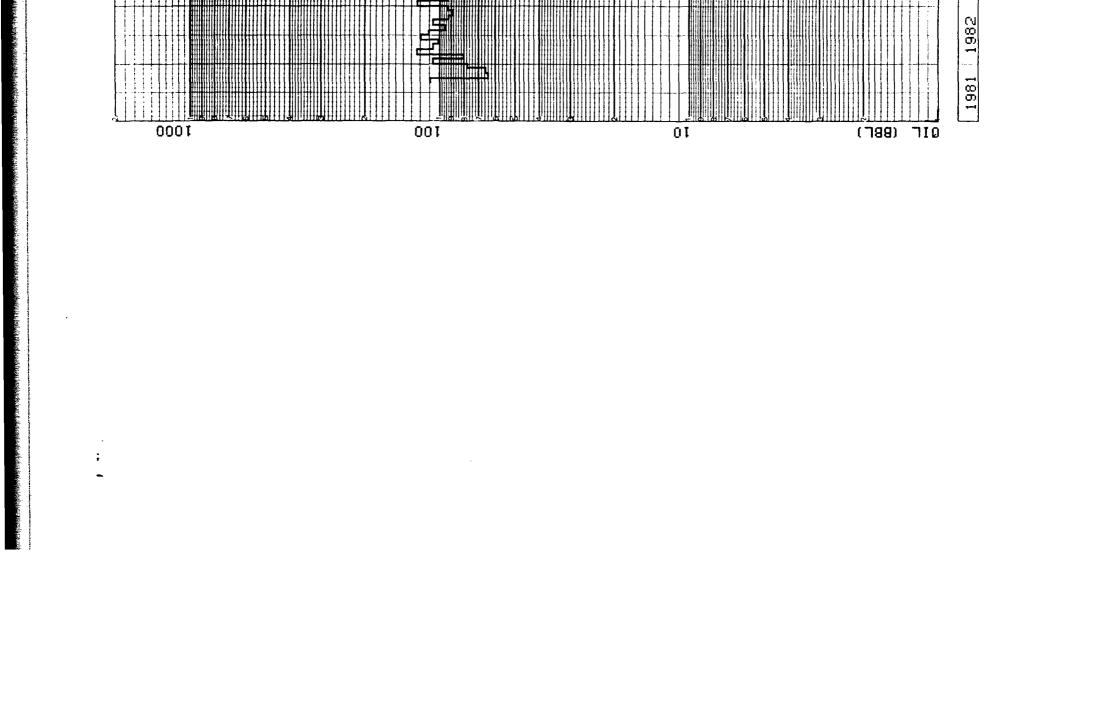


EXHIBIT "H"

•

Dwight's Energydata, Inc. DLODK 4.20 Production data from file: REDSUM.DMP Lease: RED LAKE UNIT SUMMARY- ALL WELLS

Record # 1 Run date: 12/19/90 Retrieval code: 000,000,SUMMARY Weil #:

×.

ionth	0il bbls	Cum Oil bbls	Gas ∎cf	Cum Gas ncf	Water bbls	No.of Wells
*			0		 0	
January February	0	0	0	0	0	1 1
l'arch	0	0	0	0	Ö	1
April	0	0	0	0	0	i
May	0	0	0	0	Ő	1
June	ŏ	ŏ	Ő	Ő	Ő	1
July	ů 0	0	Ŏ	Ő	Ő	1
August	ò	0 0	Ō	ŏ	ů	1
September	0	0	0	0	0	1
Octoper	22	22	1387	1387	22	2
lloveaber	359	391	5029	6416	182	2
Seceater	612	1003	2851	9267	191	2
Total 1979	1003	1003	9267	9267	<b>39</b> 5	2
January	659	1662	1830	11097	0	3
Tabruary	587	2249	2248	13345	0	4
ñar ch	623	2872	1800	15145	0	4
April	1914	4786	2506	17651	0	5
3ay	2187	6973	3131	20782	0	5
luñe	361	7334	1055	21837	0	4
July	1564	8898	2130	23967	0	5
August	2101	10999	3334	27301	0	6
3epta <b>sbe</b> r	1390	12389	2244	29545	0	5
October	2377	14766	3159	32704	0	5
November	3453	18219	2406	35110	0	6
Deceaser	3819	22038	1845	36955	0	7
Total 1980	21035	22038	27688	36955	0	7
January	3505	25543	2 <b>8</b> 72	39827	0	5
February	4319	29862	2348	42175	14	7
lar th	6399	36261	2252	44427	0	7
April	6118	42379	1848	46275	0	7
Мау	6032	48411	2774	49049	0	9
June	8134	<b>565</b> 45	3327	52376	0	10
July	8340	64885	3448	55824	0	10
August	6988	71873	4273	60097	0	10
Septemb <b>er</b>	6933	78806	3562	63659	0	13
October	6606	85412	3960	67619	0	14
November	6030	91442	3246	70865	0	14
Decesser	6653	98095	6900	77765	0	15
Tatal 1981	76057	<b>98</b> 095	40810	77765	14	15
January	6666	104751	5870	83635	0	15
February	8516	113277	7242	90877	0	16
<i>flar</i> ch	9519	122796	7926	98803	0	17
-pril	7757	130553	6495	105298	0	17
ាំងy	8152	138705	7634	112932	0	18
2402	7179	145884	7815	120747	20	-19
July	6481	152365	8271	129018	0	19

Dwight's Energydata,	Inc. DLOOK 4.20	Record # 1 Run date: 12/19/90
Production data from	file: REDSUN.DMP	Retrieval code: 000,000,SUMMARY
Lease: RED LAKE UNIT	SUMMARY- ALL WELLS	Well <b>#</b> :

Nonth	Oil bbls	Cum Dil bbls	6as æcf	Cum Gas mcf	Water bbls	No.of Wells
				=		
August	6487	158852	8646	137664	19	20
September	6541	165393	9166	146830	25	20
October	6999	172392	8068	154898	23	20
November	5978	178370	7526	162424	18	20
December	4871	183241	6250	168674	11	20
Total 1982	85146	183241	90909	168674	115	20
January	5359	188600	7445	176119	9	20
February	<b>50</b> 50	193650	5193	181312	7	20
March	4774	198424	6686	187998	8	20
April	5313	203737	6466	194464	7	20
May	4193	207930	6103	200567	6	20
June	5131	213061	6311	206878	6	20
July	4394	217455	6900	213778	17	20
August	4998	222453	7474	221252	52	20
September	4107	226560	4662	225914	78	20
October	4086	230646	5875	231789	69	20
Novenber	3765	234411	4684	236473	51	20
December	3574	237985	4249	240722	57	20
Total 1983	54744	237985	72048	240722	367	20
January	3780	241765	3821	244543	44	20
February	3587	245352	3567	248110	38	20
March	3342	248694	3487	251597	39	20
April	2920	251614	3672	255269	41	20
May	2947	254561	4335	259604	21	19
June	2873	257434	4169	263773	61	20
July	2635	260069	4197	2 <b>679</b> 70	27	20
August	2688	<b>2627</b> 57	4044	272014	32	20
September	2951	265708	4056	276070	21	20
October	2679	268387	4113	280183	42	20
Novenber	<b>263</b> 7	271024	3814	283997	0	20
December	2856	273880	3856	287853	37	20
Total 1984	35895	273880	47131	287853	403	20
January	<b>25</b> 32	276412	3788	291641	31	20
February	2395	278807	3343	294984	32	20
March	2320	281127	3700	298684	31	20
April	2151	<b>28</b> 3278	3569	302253	26	20
May	2114	285392	3690	305943	32	20
June	2181	287573	3446	309389	24	20
July	2925	290498	3925	313314	25	20
August	2524	<b>293</b> 022	3796	317110	24	20
September	2023	295045	3726	320836	20	20
October	2505	297550	3611	324447	30	21
November	2287	2 <b>998</b> 37	1827	326274	17	21
December	1946	301783	2399	328673	30	21
Total 1985	27903	301783	40820	328673	322	21

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Dwight's Energydata, Inc. DLOOK 4.20	Record # 1 Run date: 12/19/90
Priouction data from file: REDSUM.DMP	Retrieval code: 000,000,SUMMARY
LEASE: RED LAKE UNIT SUMMARY- ALL WELLS	Well #:

10078	Oil bbls	Cum Dil bbls	6as ncf	Cua 6as acf	Water bbls	
January	2486	304269	4232	332905	1	21
Tabruary		306629	3423	336328	0	21
tarch	2425	309054	3836	340164	0 0	21
Apr:1	2277	311331	4233	344397	0	21
"±,	1382	312713	3121	347518	Ő	21
lune	1151	312864	3050	350568	Ő	21
- 	1201	315065	2758	353326	0	21
-9127	1257	316332	3065	356391	0	22
Sastaber	1295	317627	2200	358591	0	22
Bacager	1544	319171	3487	362078	0	22
ioveager	1248	320419	1658	363736	Ő	22
lacamber	1028	321447	1578	365314	0	22
Total (986	19664	321447	36641	365314	1	22
añuar y	2525	323972	2605	367919	0	22
February	2268	326240	3935	371854	0	22
March	2256	328496	5650	377504	63	23
April	2253	330749	4561	382065	5	23
Хау	2483	333232	3803	385868	2	23
Jule -	2481	335713	3678	389546	2	24
July	2665	338378	2517	392063	152	24
Adgust	3285	341663	3418	395481	153	25
September	4129	<b>34579</b> 2	3218	398699	150	24
Catober	3420	349212	4522	403221	0	25
Novesber	3153	352365	2900	406121	150	25
<b>Se:</b> ∋aber	3032	355397	2652	408773	150	25
Total 1987	33950	355397	43459	408773	827	25
January	3156	358553	2310	411083	150	25
Febreary	2927	361480	2721	413B04	150	25
Maria - 1	2440	<b>36</b> 3920	3339	417143	0	25
A9711	1963	365883	2659	419802	0	25
Xay	2004	367887	2878	422680	248	25
Line	1881	359768	2920	425600	101	25
July	1787	371555	2476	428076	<b>9</b> 99	25
August	1816	373371	1986	430062	221	25
September	1659	375030	2071	432133	64	25
Catober	1559	376589	1713	433846	258	25
hovesber	1679	378268	2128	435974	251	25
lecember	1781	380049	2690	438664	202	25
Total 1988	24652	<b>380</b> 049	29891	438664	2644	25
January	1781	381830	2911	441575	202	25
-eeruary	1430	383260	2701	444276	156	25
.farch	1969	3 <b>85</b> 229	2518	446794	176	25
	1677	3 <b>86</b> 906	2096	448890	205	25
	1966	388872	2065	450955	202	25
luãe	1674	390546	1983	452938	180	25
- · ····•	1397	391943	2155	455093	16	25

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Dwight's Energydata, Inc.DLOOK 4.20Record # 1Run date: 12/19/90Production data from file:REDSUM.DMPRetrieval code: 000,000,SUMMARYLease:RED LAKE UNIT SUMMARY- ALL WELLSWell #:

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Month	Dil bbls	Cum Oil bbls	6as ecf	Cum Gas mcf	Water bbls	No.of Wells
August	1865	393808	1555	456648	61	25
September	1192	395000	2181	458829	7	25
October	1119	396119	2008	460837	7	25
November	1110	397229	1871	462708	53	25
December	1543	398772	2023	464731	59	25
Total 1989	18723	398772	26067	464731	1324	25
January	1675	400447	1994	466725	73	25
February	1083	401530	1727	468452	7 <del>9</del>	25
Harch	1463	402993	1539	469991	88	25
April	896	403889	1861	471852	93	25
Nay	1024	404913	1593	473445	75	25
June	1188	405101	1293	474738	72	25
July	949	407050	1431	476169	76	25
August	1036	408086	1561	477730	77	25
Total 1990	9314	408086	12999	477730	633	25

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Dalight's Energydata, Inc.DLDDK 4.20Record # 14Run date: 12/19/90Production data from file:REDLK.DMPRetrieval code: 150,015,16528E25000QGProduction dataFile:REDLK.DMPProduction dataFile:REDLK.DMPProduction dataFile:Retrieval code: 150,015,16528E25000QGProduction dataFile:Retrieval code: 150,015,16528E2500QGProduction da LEESE: BOVERNMENT

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Well #: 000001

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fonsia	Oil 5bls	Cua Oil bbls	Gas ncf	Cus Gas acf	Water Sbis	
Total 1980	9587	9587	7959	7959	0	
Total 1981	19818	<b>294</b> 03	5767	<b>13</b> 726	0	1
Total 1982	14769	44174	12051	25787	0	1
Total 1983	8939	53113	10709	36496	0	*
Tetal <b>198</b> 4	5279	5 <b>839</b> 2	4072	40568	0	1
Fotal 19 <b>25</b>	1821	60213	3055	43623	0	1
Total 1986	469	60682	434	44057	0	1
January	135	60817	117	44174	0	1
February	133	60950	108	44282	0	1
Xar II	137	61087	74	44356	0	1
April	165	<b>5</b> 12 <b>5</b> 3	129	44485	0	1
ňay –	126	61379	129	44614	0	1
Jule	115	61495	126	44740	0	1
Jaly	<b>98</b>	61593	53	44793	0	1
August	122	61715	102	44895	0	1
September	116	61831	123	45018	0	. 1
October	111	61942	112	45130	0	1
November	110	<b>6205</b> 2	100	45230	0	1
Secember	110	62162	91	45321	0	1
Total 1987	1480	62162	1264	45321	0	1
<u>lanuary</u>	104	62266	57	45378	0	1
February	105	62375	93	45471	0	1
March	93	62468	60	45531	0	1
April	71	62539	83	45614	0	1
May	78	52617	109	45723	0	1
Jana	91	62708	116	45839	Ō	1
July	37	52805	115	45954	0	1
Auçust	89	62894	98	46052	0	1
September	94	62988	97	46149	0	1
Catober	68	63056	94	46243	0	1
Noveaber	65	63121	79	46322	0	1
Beceaber	67	63188	80	46402	0	i
Total 1988	1025	53198	1081	46402	0	i
Janu <b>a</b> ry	89	<b>63</b> 277	72	45474	0	1
February	63	63340	81	46555	Ő	1
Xarch	110	63450	48	46603	Ő	1
april	83	63533	36	46639	10	1
ngri. May	124	63657	31	46670	0	1
lune Tune	.24	63754	45	46715	0	1
iuse Tety	37 79	63833	4J 61	46776	0	1
J	.' 7	03030	01	70//0	v	1

Dwight's Energydata, Inc.	DLOOK 4.20	Record # 14	un date: 12/19/90
Production data from file	: REDLK.DMP	Retrieval cod	e: 150,015,16528E25000QG
Lease: GOVERNMENT		Well #: 00000	1

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	Cil	Cum Oil	6as	Cum Gas	Water	No.of
Month	bbls	bbls	∎c f	∎c f	bbls	Wells
August	147	63980	57.	46833	0	1
September	53	64033	56	46889	0	1
October	<b>48</b>	64081	47	46935	0	1
November	45	64127	42	46978	0	1
December	106	64233	70	47048	0	1
Total 1989	1045	64233	646	47048	10	1
January	83	64316	97	47145	0	1
February	41	64357	59	47204	0	1
March	80	64437	39	47243	0	1
April	12	64449	81	47324	0	1
May	27	64476	47	47371	0	1
Total 1990	243	64476	323	47371	0	1

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Dwight's Energydata, Inc.	DLOOK 4.20	Record # 10 Run date: 12/19/90	
Production data from file:	REDLK.DMP	Retrieval code: 150,015,16528E25J0	086
Lessa: GOVERNMENT		Well #: 000002	

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1075A	Oil bbls	Cum Dil bbls	6as acf	Cun Gas ncf	Water bbls	No.of Wells
Total 1981	8033	8033	3474	3474	0	1
Tatal 1982	5146	13179	8573	12047	0	1
Dotal 1963	2650	15829	5122	17169	0	1
Total 1984	1388	17217	928	18097	0	1
Total 1985	1089	18306	962	19059	0	1
Total 1986	265	18571	280	19339	0	1
January	84	18655	89	19428	0	1
February	82	18737	80	19508	0	1
<i>Harch</i>	36	18823	34	19542	0	1
April	115	18938	100	19542	0	1
May	75	19013	103	19745	Õ	1
Jane	65	19078	100	19845	ů	1
July	47	19125	27	19872	Ő	1
August	71	19196	93	19965	0	1
September	72	19268	103	20068	0	1
Cotober	65	19333	95	20088	0	1
November	64	19333	36 84	20248	0	1
Baceaber	64	19461	84 84			1
Total 1987	890	19461		20332	0	
			993	20332	0	1
January	61	19522	49	20381	0	1
February	67	19589	85	20466	0	1
Mar ch	50	19639	49	20515	0	1
April	28	19667	72	20587	0	1
"tay	35	19702	98	20685	0	1
Juie	50	19752	103	20788	0	1
u di j	56	19808	101	20889	0	1
August	51	19859	84	20973	0	1
Saptamber	58	19917	85	21058	0	1
Botoper	39	19956	84	21142	0	1
November	38	19994	69	21211	0	1
Dacember	40	20034	69	21280	0	1
Total 1988	573	20034	948	21280	Û	1
January	61	20095	61	21341	0	1
Cebruary	39	20134	69	21410	Ŏ	1
March	87	20221	33	21410	0	1
April	61	20282	21	21464	0	1
Мау	102	20284	14	21478	0	1
June	76	20460	31	21478	0	1
Jaiy	57	20460	31 47	21505	0	1
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Acgust Company	125 31	20542	44	21500	0	1
Capitaliar	41	20673	44	21644	0	1

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Dwight's Energydata, Inc. DLOOK 4.20 Production data from file: REDLK.DMP Lease: GDVERNMENT

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Record # 10 Run date: 12/19/90 Retrieval code: 150,015,16528E25J00QG Well #: 000002

Month	Oil bbls	Cum Cil bbls	6as ncf	Cum Gas mcf	Water bbls	No.of Wells
October	26	20699	35	21679	0	1
November	24	20723	30	21709	0	1
December	86	20809	58	21757	0	1
Total 1989	775	20803	487	21767	0	1
January	61	20870	85	21852	0	1
February	25	20895	62	21914	0	1
March	58	20953	27	21941	0	1
April	9	20962	54	21995	0	1
May	11	20973	50	22045	0	i
Total 1990	164	20973	278	22045	0	1

-Succht's Energydata, In	ne. 0190K 4.20	Record # 15 Run	date: 12/19/90
Production data from fi	Ele: REDLK.DMP	Retrieval code:	150,015,16528E25P00Q6
Leese: BOVERNMENT		Well #: 000003	

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Tonth	Oil 55¦≘	Cua Oil Sbis	6as ocf	Cum Gas acf	Water bbls	
Total 1981	1854	1854	1142	1142	0	1
Total 1982	3900	8754	6269	7411	0	1
Total 1983	853	5607	1083	8494	0	1
Total 19 <b>94</b>	674	7281	633	9127	0	4 1
Tetal <b>1985</b>	<b>99</b> 4	8275	328	9455	0	
Total 19 <b>86</b>	217	6492	332	9787	0	4
January	72	8564	76	9863	0	1
February	72	8536	73	9936	0	1
March	74	8710	53	9989	0	1
April	:03	3813	87	10075	Ō	1
čay	63	3876	90	10155	0	1
Jane	53	8929	87	10253	0	1
7 	36	3965	20	10273	0	1
August	60	9025	77	10350	0	1
September	59	9084	85	10435	0	1
October	51	9135	82	10517	0	1
November	50	3185	70	10587	ŏ	1
Saceabar	50	9235	67	10654	Ŏ	1
Total 1987	743	9235	867	10654	0	1
January	48	3283	41	10695	0	1
Cepruary	54	2327	68	10763	0	1
i ir ch	47	9384	32	10795	0	1
April	25	9409	56	10851	0	1
lay -	31	9440	92	10943	0	1
Jane	46	9486	101	11044	0	1
Jaly	53	9539	100	11144	0	1
August	47	9586	83	11227	0	1
September	53	9639	84	11311	0	1
October	35	<del>96</del> 74	81	11392	0	1
Novenber	35	970 <b>9</b>	66	11458	0	1
Becenber	38	9747	67	11525	0	1
Total 1999	512	9747	871	11525	0	1
January	59	9806	59	11584	0	1
reoruary	37	3843	67	11651	Ő	1
March	85	9928	30	11681	ů 0	1
April	59	3 <b>98</b> 7	20	11701	Ő	1
May	100	10087	13	11714	0	1
June	75	10162	29	11743	i	1
July	55	10217	45	11788	2	1
August	124	10341	41	11829	3	1
September	30	10371	41	11870	2	-
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Dwight's Energydata, Inc. DLOOK 4.20 Production data from file: REDLK.DMP Lease: GOVERNMENT

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Record # 15 Run date: 12/19/90 Retrieval code: 150,015,16528E25P00@G Well #: 000003

Month	0il bbls	Cum Dil bbls	6as ncf	Cum Gas mcf	Water bbls	No.of Wells
October	25	10395	33	11903	3	
November	23	10419	28	11931	2	1
December	85	10504	56	11987	4	1
Total 1989	757	10504	462	11987	17	1
January	60	10564	83	12070	0	1
February	24	10588	60	12130	0	1
March	57	10645	25	12155	0	1
April	5	10650	73	12228	0	1
Nay	10	10660	48	12276	0	1
Total 1990	156	10660	289	12275	0	i

Dwight's Energydata, Inc.DLOOK 4.20Record # 7Run date: 12/19/90Muldata from file:REDLK.DMPRetrieval code: 150,015,16528E25600QGLasse:GOVERNMENTWell #: 000004

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lenth	Oil bbls	Cum Oil bbls	Gas ecf	Cun Gas ncf	Water bbls	
Total 1981	705	705	2115	2115	0	1
Total 1982	6867	7572	8407	10522	0	ţ
Tapal 1983	3284	10856	4913	15435	0	1
Tetal 1994	2010	12866	2141	17576	0	i
Tetal 1955	1372	14238	1288	18864	0	1
Total 1986	329	14567	329	19193	0	1
Januar y	99	14566	145	19338	0	1
February	97	14763	135	19474	0	1
Sarch	105	14868	55	19529	0	1
April	130	14998	157	19686	Ő	1
≚ay	90	15088	157	19843	0	1
a añ 8	80	15168	154	19997	Ó	1
July	62	15230	97	20094	Ō	1
August	86	15316	139	20233	Ō	1
Saptember	87	15403	136	20369	0	1
Jatober	79	15482	117	20486	Ō	1
Novesber	78	15560	105	20591	0	1
December	78	15638	96	20687	0	i
Total 1987	1071	15638	1494	20687	0	1
January	72	15710	61	20748	0	1
February	77	15787	98	20846	0	1
Sarcs	64	15851	65	20911	0	4 1
÷,	42	15893	88	20999	0	1
Yay	48	15941	107	21106	0	1
. vñē	67	16008	115	21221	0	1
July	73	16081	113	21334	0	1
August	64	16145	96	21430	0	1
September	72	16217	98	21528	0	1
Getuber	54	16271	96	21624	0	1
November	52	16323	81	21705	0	1
December	55	16378	81	21786	0	1
Total 1988	740	16378	1099	21786	0	1
Teruary	76	16454	74	21860	0	1
February	55	16509	82	21942	0	1
March	102	16611	50	21992	0	1
Agril	74	16685	38	22030	0	1
Ξ±γ	:16	15801	29	22059	0	1
June	89	16890	43	22102	0	1
رند	71	16961	59	22161	0	1
August	140	17101	55	22216	0	1
Eeptemper	45	17147	54	22270	0	1

Dwight's Energydata, Inc.DLODK 4.20Record # 7Run date: 12/19/90Production data from file:REDLK.DMPRetrieval code: 150,015,16528E25600@6Lease:GOVERNMENTWell #: 000004

	Dil	Cum Oil	6as	Cum Gas	Water	No.of
Month	bbls	bbls	ac f	ac f	bbls	Wells
October	 41	17188	45	22315	0	
November	39	17227	40	22355	0	1
December	98	17325	71	22426	0	1
Total 1989	947	17325	640	22425	0	1
Januar y	75	17400	98	22524	0	1
February	40	17440	75	22599	0	1
March	72	17512	37	22636	0	1
April	11	17523	70	22705	0	1
May	26	17549	62	22768	0	1
Total 1990	224	17549	342	22768	0	1

Owight's Energydata, Inc.DLOOK 4.20Record # 9Run date: 12/19/90Production data from file:REDLK.DMPRetrieval code: 150,015,16528E2Lease:SOVERNMENTWell #: 000005

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<b>Conth</b>	Oil bbls	Cum Dil bbls	Gas acf	Cum Gas mcf	Water bbls	No.of Wells
Total 1982	17643	17643	13094	13094	0	1
Total 1983	13624	31267	13806	26900	0	1
Tosal 1984	8096	<b>3936</b> 3	<b>86</b> 88	35588	0	1
Total 1985	4530	43893	6645	42233	0	1
Total 1986	1149	45042	550	42783	0	1
January	301	45343	355	43138	0	i
February	299	45642	329	43467	0	1
March	307	45949	82	43549	0	1
April	333	46282	349	43898	0	1
Лау	287	46569	349	44247	0	1
June	274	46843	346	44593	0	1
July	252	47095	272	44865	0	1
August	275	47371	350	45215	0	1
September	269	47640	342	45557	0	1
October	260	47900	322	45879	0	1
November	259	48159	309	46188	0	1
December	257	48416	294	45482	0	1
Total 1987	3374	48416	3699	46482	0	1
January	251	48667	241	46723	0	1
February	256	48923	294	47017	0	1
	228	49151	229	47246	0	1
April	205	49356	252	47498	0	1
Jay	211	49567	278	47776	0	1
June	227	49794	284	48060	0	1
July	231	50025	283	48343	0	1
August	216	50241	266	48609	0	1
September	220	50461	263	<b>4887</b> 2	0	1
October	188	50649	252	49124	0	1
Noveaber	183	50832	238	49362	0	1
Deceaber	185	51017	224	49586	0	1
Total 19 <b>88</b>	2601	51017	3104	49586	0	1
Januar y	204	51221	215	49801	0	1
february	177	51398	222	50023	0	1
March	224	51622	185	50208	0	1
April	194	51816	170	50378	0	1
May	238	52054	159	50537	0	1
June	203	52257	172	50709	10	1
Jaly	181	52438	188	50897	9	1
August	261	52699	182	51079	8	1
Geptember	165	52854	180	51259	- 5	- 1
October	159	53023	167	51426	4	1
Vovezber	155	53178	162	51588	5	1

Dwight's Energydata, Inc.DLOOK 4.20Record # 9Run date: 12/19/90Production data from file:REDLK.DMPRetrieval code: 150,015,16528E25I0006Lease:GOVERNMENTWell #: 000005

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Month	0il bbls	Cum Oil bbls	Gas mcf	Cum Gas acf	Water bbls	No.of Wells
December	212	53390	212	51300	6	
Total 1989	2373	53390	2214	51900	47	1
January	185	53575	236	52036	0	1
February	92	53667	186	52222	0	1
March	179	53846	159	52381	0	1
April	26	53872	329	52710	0	1
May	78	53950	171	52881	0	1
Total 1990	560	53950	1081	52881	0	1

	lata from	Inc. DLOOK 4 file: REDLK.D			l code: 1	ate: 12/19/9 50,015,16520
"onth	Cil bbls	Cum Dil bbls	Gas ec f	Cum Gas mcf		No.of Wells
Total 1982	2512	2512	3134	3134	0	1
Total 1983	2198	4710	3582	6716	0	1
Tətal 1 <b>984</b>	1199	5909	2604	9320	0	*
Total 1985	2590	8499	2225	11545	0	1
Total 1986	662	9161	230	11775	0	1
January	187	9348	15	11790	0	1
February	185	9533	16	11806	0	1
March	186	9719	32	11838	0	1
April	218	9937	20	11858	0	1
May	178	10115	23	11881	0	1
June	168	10283	20	11901	0	1
July	150	10433	20	11921	0	1
August	174	10607	94	12015	0	1
September	172	10779	107	12122	0	1

February	185	9533	16	11806	0	1
March	186	9719	32	11838	0	1
April	218	9937	20	11858	0	1
May	178	10115	23	11881	0	1
June	168	10283	20	11901	0	1
July	150	10433	20	11921	0	1
August	174	10607	94	12015	0	1
September	172	10779	107	12122	0	1
Sctober	165	10944	102	12224	0	1
November	164	11108	92	12316	0	1
December	163	11271	87	12403	0	1
Total 1987	2110	11271	628	12403	0	1
January	156	11427	45	12448	0	1
February	162	11589	91	12539	0	1
March	134	11723	61	12600	0	i
April	112	11835	84	12684	0	1
Xay	119	11954	107	12791	0	1
June	124	12078	114	12905	0	1
July	129	12207	113	13018	0	1
August	113	12320	96	13114	0	1
September	119	12439	96	13210	0	1
October	96	12535	93	13303	0	1
hovember	93	12628	79	13382	0	1
December	95	12723	79	13461	0	1
Total 1988	1452	12723	1058	13461	0	1
<b>Ja</b> nuary	116	12839	71	13532	0	1
February	87	12926	81	13613	0	1
March	134	13060	47	13660	0	-
April	106	13166	35	13695	Ō	1
May	148	13314	28	13723	Ō	1
june	121	13435	42	13765	Ō	1
July	101	13536	58	13823	Ō	1
August	171	13707	54	13877	0	1
September	77	13784	53	13930	ò	1
Detober	72	13856	44	13974	0	1
Novesber	70	13925	39	14013	0	1
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Dwight's Energydata, Inc.DLOOK 4.20Record # 8Run date: 12/19/90Production data from file:REDLK.DMPRetrieval code: 150,015,16528E25H00QGLease:GOVERNMENTWell #: 000006

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	Oil	Cum Oil	6as	Cu <b>s</b> Gas	Water	No.of
Nonth	bbls	bbls	∎c f	acf.	bbls	Wells
December	130	14056	68	14081	0	1
Total 1989	1333	14056	520	14081	0	1
January	105	14151	97	14178	0	1
February	71	14232	74	14252	0	1
Narch	101	14333	36	14288	0	1
April	15	14348	64	14352	0	1
May	57	14405	62	14414	0	1
Total 1990	349	14405	333	14414	0	1

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Cwight's Energydata, Inc. DLGOK 4.20 Record # 2 Run date: 12/19/90 Production data from file: POOL.DMP Retrieval code: 150,015,16529E3 Lease: MAX FEDERAL Well #: 000001

Retrieval code: 150,015,16529E30L00@G Well #: 000001

Month	0i1 bbl₅	Cum Əil bbls	6as acf	Cum Gas mcf	Water bbis	No.of Wells
Total 19 <b>85</b>	2631	2631	0	0	0	1
Total 1986	4489	7120	0	.0	0	1
January	522	7742	303	303	0	1
Fearlary	418	8160	288	591	0	1
March	371	8531	288	879	0	-
April	311	8842	255	1134	0	1
"ay	304	9146	250	1384	0	1
June	266	9412	218	1602	0 0	1
Jaly	258	9670	0	1602	132	-
August	219	9889	0	1602	132	1
September	177	10066	Ō	1602	150	1
Jotober	219	10285	Ö	1602	0	1
Hoveaber	197	10482	0	1602	150	1
Jecenter	196	10678	0	1602	150	1
Total 1987	3558	10678	1602	1602	714	1
January	176	10854	0	1602	150	1
February	169	11023	0	1602	150	1
March	156	11179	0	1602	0	1
April	162	11341	0	1602	0	1
#ay	162	11503	0	1602	150	1
June	130	11633	Ō	1602	0	1
July	153	11786	Ō	1602	150	1
August	141	11927	Ö	1502	150	1
September	122	12049	Ō	1602	0	1
Gctober	92	12141	0	1602	155	1
Noveaber	110	12251	Ō	1602	150	1
0ecember	175	12426	Ō	1602	155	1
Total 1988	1748	12426	0	1602	1210	1
January	137	12563	0	1602	155	1
February	117	12680	0	1602	120	1
March	128	12808	0	1502	135	i
April	100	12908	0	1602	150	1
đay	131	13039	0	1502	155	1
Jane	99	13138	0	1602	130	1
July	40	13178	0	1602	0	1
August	85	13263	0	1602	50	1
September	90	13353	0	1602	0	1
October	70	13423	0	1602	0	1
November	100	1 <b>35</b> 23	Ó	1602	0	1
Cacamber	78	13601	0	1602	0	1
Total 1969	1175	13601	0	1602	895	1
Janu <b>ary</b>	118	13719	0	1602	0	1
February	87	13806	Ó	1602	Ō	i
fer ca	95	13901	0	1602	0	1

Dwight's Energydata, Inc.DLOBK 4.20Record # 2Run date: 12/19/90Production data from file:PODL.DMPRetrieval code: 150,015,16529E30L00Q6Lease:MAX FEDERALWell #: 000001

Month	0il bbls	Cue Oil bbls	6as #cf	Cum Gas mcf	Water bbls	No.of Wells
April	57	13958	0	1602	93	1
May	55	14013	0	1602	0	1
Total 1990	412	14013	0	1602	93	1

 Dwight's Energydata, Inc.
 DLODK 4.20
 Record # 1
 Run date: 12/19/90

 Production data from file:
 POOL.DMP
 Retrieval code: 150,015,16529E3

 Lease:
 MAX FEDERAL
 Well #: 000003

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"cath	Oil Sbls	Cum Oil 5bls	Gas ncf	Cum Gas mcf	Water bbls	No.of Wells
1986 [att]	280	280	0	0	0	1
January	73	358	38	38	0	1
February	43	401	30	68	0	1
darch	46	447	30	98	0	1
April	38	485	35	133	0	1
đay	41	526	32	165	0	1
June	36	562	30	195	0	1
	35	597	Û	195	18	1
Augūst	51	648	0	195	18	1
September	24	672	Ó	195	0	1
Sctober	30	702	0	195	Ó	1
November	27	729	0	195	Ó	1
Secesser	27	756	0	195	0	1
Tetal 1937	476	756	195	195	36	1
January	24	780	0	195	0	1
February	23	803	0	195	0	1
Marca	21	824	0	195	0	1
April	22	846	0	195	0	1
May	22	868	0	195	0	i
June	18	386	0	195	0	1
July	21	907	0	195	0	1
August	19	926	0	195	0	1
September	17	943	0	195	0	1
October	13	956	0	195	40	1
Noveaber	15	971	0	195	45	1
December	24	995	0	195	47	1
Total 1988	239	995	0	195	132	1
January	19	1014	0	195	47	1
February	16	1030	0	195	36	1
March	18	1048	0	195	41	1
April	14	1062	0	195	45	1
May	18	1080	0	195	47	1
June	14	1094	0	195	39	1
July	10	1104	0	195	0	1
August	42	1146	0	195	0	1
Septeaber	49	1195	0	195	0	1
October	11	1206	0	195	0	1
Voveaber	13	1219	0	195	46	1
December	11	1230	0	195	49	1
Total 1989	235	1230	0	195	350	1
January	64	1294	0	195	73	1
Tebruary	22	1316	0	195	79	1
//arch	26	1342	0	195	88	1
-pr:1	30	1372	0	195	0	1
Tey	32	1404	0	195	75	1

Dwight's Energydata,		0 Rec	ord # 1		ate: 12/19/90
Production data from Lease: MAX FEDERAL	file: POOL.DMP		Retrieval Well #: (		50,015,16529E30E00@6
LEASE: ANA TEVERAL			WEI1 8: 4	100003	
Oil	Cua Dil	Gas	Cun Gas	Water	No.of

.

Month	bbls	bbls	#cf	nc f	bbls	Wells
Total 1990	174	1404	0	195	315	1

Swight's Energydata, Inc. DLOOK 4.20 Record # 4 Production data from file: REDLK.DMP Retriev Lease: ALLEN FEDERAL Well #:

d # 4 Run date: 12/19/90 Retrieval code: 150,015,16528E25A00QG Well #: 000001

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'onth	Oil bbls	Cum Dil bbls	6as ac f	Cun Gas ncf	Water bbls	No.of Wells
Total 1982	608	608	2149	2149	116	1
Total 1 <b>983</b>	1018	1626	3710	5859	367	1
Total 1984	956	2582	3708	9567	403	1
Total 1985	680	3262	3698	13265	322	1
Total 1986	547	3809	12465	25730	1	1
January	101	3910	3	25733	0	1
February	0	3910	Ō	25733	ů.	1
March	60	3970	1749	27482	0	1
April	35	4005	1020	28502	0	1
May	32	4037	933	29435	0	1
Jane	35	4072	1020	30455	0	1
July	27	4099	787	31242	0	1
August	40	4139	1166	32408	Ō	1
September	27	4166	787	33195	0	1
Sctober	43	4209	1253	34448	Ö	1
November	27	4235	787	35235	0	1
December	16	4252	466	35701	0	1
Total 1987	443	4252	<b>99</b> 71	35701	0	1
January	18	4270	524	36225	0	1
F≘oruary	23	4293	670	36895	Ō	1
March	30	4323	874	37769	Ő	1
April	21	4344	612	38381	0	1
Мау	67	4411	512	38893	98	1
June	55	4466	474	39367	75	1
July	78	4544	0	39367	73	1
August	45	4589	0	39367	71	1
September	31	4620	0	39367	64	1
October	40	4660	0	39367	63	1
Noveaber	32	4692	0	39367	56	1
December	20	4712	0	39367	0	1
Total 1988	460	4712	3666	39367	500	1
January	26	4738	0	39367	0	1
Fabruary	22	4760	0	39367	Ō	1
March	37	4797	0	39367	0	1
April	35	4832	0	39367	Ö	1
May	27	4859	0	39367	Ŏ	1
Jene	34	4893	0	39367	Ŏ	1
July	36	4929	, Õ	39367	5	1
Auguat	32	4961	Ō	39367	0 0	1
September	24	4985	Ő	39367	ŏ	1
Ictober	33	5018	ŏ	39367	ŏ	1
Sovender	18	5036	0	39367	Ő	1

Dwight's Energydata, Inc. DLODK 4.20 Record # 4 Production data from file: REDLK.DMP Retrieva Lease: ALLEN FEDERAL Well #:

Month	Oil bbls	Cum Oil bbls	6as ncf	Cun Gas ncf	Water bbls	No.of Wells
December	27	5063	0	39367	0	1
Total 1989	351	5063	0	39367	5	1
January	33	5096	0	39367	0	1
February	- 28	5124	0	39367	0	1
Narch	25	5149	0	39367	0	1
April	30	5179	0	39367	0	1
Hay	29	5208	0	39367	0	1
Total 1990	145	5208	0	39367	0	1

Dwight's Energyoata, Inc. DLOOK 4.20 Production data from file: REDLK.DNP Lease: STATE 24

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	Dil	Cum Oil	6as	Cum Gas	Water	No.of
::ath 	bbis	bbls	#cf	ecf	<b>b</b> b1s	Wells
January	0	0	0	0	0	1
February	219	219	1400	1400	0	1
March	125	344	1705	3105	63	1
April	75	419	750	3855	5	1
Лау	632	1051	105	3960	2	1
June	112	1163	25	3985	1	1
July	190	1353	0	3985	1	1
August	64	1417	1	3986	1	1
September	126	1543	1	3987	0	1
October	85	1628	0	3987	0	1
November	85	1713	0	3987	0	1
December	75	1788	0	3987	0	1
Total 1987	1788	1788	3987	3987	73	1
January	78	1866	0	3987	0	1
February	69	1935	0	3987	0	1
March	47	1982	0	3987	0	1
April	34	2016	0	3987	0	1
May	30	2046	0	3987	0	1
June	28	2074	0	3987	26	1
July	19	2093	0	3987	39	1
August	24 21	2117 2138	0	3987 3987	0	1 1
September October	21	2138	0	3987	0	1
November	21	2187	Ö	3987	0	1
December	18	2199	ŏ	3987	Õ	1
Total 1988	411	2199	Õ	3987	65	1
•		0017		2000		
January Sahawaaw	18	2217	1	3988	0	1
February March	15 21	2232 2253	1 1	3989 3990	0	1 1
April	17	2233	1	3990 3991	0	1
flay	23	2293	1	3992	Ő	1
June	19	2312	1	3993	ŏ	1
July	15	2327	1	3994	Ő	1
August	13	2340	1	3995	0	1
September	12	2352	1	3996	0	1
October	8	2360	1	3997	0	1
November	11	2371	1	3998	0	1
December	14	2385	0	3998	0	1
Total 1989	186	2385	11	3998	0	1
January	15	2400	1	3999	0	1
February	12	2412	1	4000	0	1
March	18	2430	1	4001	0	1
April	14	2444	1	4002	0	1
"⊂j	10	2454	0	4002	0	1
Tetal 1990	69	2454	4	4002	0	1

Dwight's Energydata, Inc. DLDOK 4.20 Production data from file: REDLK.DMP Lease: STATE 24

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Month	Oil bbls	Cum Cil bbls	Gas acf	Cun Gas ncf	Water bbls	No.of Wells
January		 0	0		 ^	
February	0	0	0	0	0	1 1
March	0	0	0	0	0	
April	Ŏ	0	0	0	0	1
May	0 0	0	0	0	0	-
June	515	515	0	0	1	1
July	862	1 <b>37</b> 7	Ő	0	1	1
August	670	2047	1	1	1	1
September	1133	3180	í	2	0	1
October	762	3942	0	2	ŏ	1
November	758	4700	0	2	0	1
December	674	5374	ŏ	2	ŏ	1
Total 1987	5374	5374	2	2	3	1
Januar y	706	6080	0	2	0	1
February	622	6702	0	2	0	i
March	421	7123	0	2	0	1
April	311	7434	0	2	0	1
May	272	7706	0	2	0	1
June	255	7961	0	2	0	1
July	170	8131	0	2	349	1
August	217	8348	0	2	0	1
September	184	8532	0	2	0	1
October	197	8729	0	2	0	1
November	183	8912	0	2	0	1
December	169	9081	0	2	0	1
Total 1988	3707	9081	0	2	349	1
January	151	9232	1	3	0	í
February	137	9369	1	4	0	1
March	187	9556	1	5	0	1
April	157	9713	1	6	0	1
May	209	9922	1	7	0	1
June	168	10090	1	8	0	1
July	134	10224	1	9	0	1
August	113	10337	1	10	0	1
September	108	10445	1	11	0	1
October	77	10522	1	12	0	1
November	96	10618	1	13	0	1
December Tabal 1000	117	10735	1	14	0	1
Total 1989	1654	10735	12	14	0	1
January	131	10866	1	15	0	1
February	111	10977	1	16	0	1
March	162	11139	1	17	0	1
April	123	11262	1	18	0	1
Hay	86	11348	1	19	0	1
Total 1990	613	11348	5	19	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 1 Run date: 12/19/90 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E2 Lease: STATE 24

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(onth 	Oil bbls	Cum Oil bbls	6as ncf	Cun Gas acf	Water bbls	No.of Wells
January	0	0	0	0	0	1
February	0	0	0	0	Û	1
March	0	0	0	0	0	1
Aprıl	0	0	0	0	0	1
May	0	0	0	0	0	1
June	0	0	0	0	0	1
July	0	0	0	0	0	1
August	856	856	1	1	i	1
September	1259	2115	1	2	0	1
Gctober	846	2961	0	2	0	1
Noveaber	843	3804	0	2	0	1
December	749	4553	0	2	0	1
Total 1987	4553	4553	2	2	1	1
January	785	5338	0	2	0	1
February	691	6029	0	2	0	1
March	469	6498	0	2	0	1
April	346	6844	0	2	0	1
May	302	7146	0	2	0	1
June	283	7429	0	2	0	1
July	188	7617	0	2	388	1
August	243	7860	0	2	0	1
September	204	8064	0	2	0	1
October	219	8283	0	2	0	1
November	203	8486	0	2	0	1
December	187	8673	0	2	0	1
Total 1988	4120	<b>86</b> 73	0	2	388	1
January	168	8841	1	3	0	1
Fearuary	153	8994	1	4	0	1
dar ch	208	9202	1	5	0	1
April	174	9376	1	6	0	i
May	233	9609	1	7	0	1
June	186	9795	1	8	0	1
July	148	9943	1	9	0	1
August	124	10067	1	10	0	1
September	121	10188	1	11	0	1
Gctoger	86	10274	1	12	0	1
November	107	10381	1	13	0	1
Deceaber	132	10513	1	14	0	1
Total 1989	1840	10513	12	14	0	1
January	146	10659	1	15	0	1
February	123	10782	1	16	0	1
March	181	10963	1	17	0	1
April	137	11100	1	18	0	1
*ay	95	11195	1	19	0	1
Total 1990	6 <b>8</b> 2	11195	5	19	0	İ

Dwight's Eng Production d Lease: HINK	lata from	Inc. DLOOK 4 file: REDLK.D	.20 Red NP	cord # 13 Retrieval Well #: (	l code: i	ate: 12/19/90 50,015,16528E25N00
Month	Oil bbls		Gas ac f	Cum Gas mcf	Water bbls	
Total 1980	339	339	0	0	0	1
Total 1981	20352	20691	0	0	11	1
Total 1982	10573	31264	2265	2265	0	1
Total 1983	5791	37055	4534	6799	0	1
Total 1984	4781	41836	3703	10502	0	1
Total 1985	3754	45530	3005	13507	0	1
Total 1986	3239	48829	3119	16626	0	1
January	220	49049	197	16823	0	1
February			239	17062	0	1
March	173	49394	145	17207	0	1
April	150	49544	238	17445	0	1
May	186	49730	248	17693	0	1
June	223	49953	24B	17941	0	1
July	191	50144	157	18098	0	1
August	211	50355	256	18354	0	1
September	170	50525	238	18592	0	1
October	197	50722	140	18732	0	1
November	140		120	18852	0	1
December	125		160	19012	0	1
Total 1987	2158	50987	2386	19012	0	1
January	169	51156	208	19220	0	1
February	166	51322	243	19463	0	1
March	174	51496	224	19687	0	1
April	133	51629	199	19886	0	1
May	173	51802	186	20072	0	1
June	130	51932	166	20238	0	1
July	130	52062	185	20423	0	1
August	134	52196	123	20546	0	1
September	112	52308	185	20731	0	1
October	133	52441	184	20915	0	1
Noveaber	213	52654	286	21201	0	1
December	212	52866 52866	141	21342	0	1
Total 1988	1879	52866	2330	21342	0	1
January	196	53062	160	21502	0	1
February	125	53187	124	21626	0	1
Narch	170	53357	266	21892	0	1
April	213	53570	162	22054	0	1
Hay	163	53733	148	22202	0	1
June	125	53858	77	22279	0	1
July	145	54003	200	22479	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 13 Run date: 12/19/90 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E2 Lease: HINKLE STATE

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Retrieval code: 150,015,16528E25N00QG Well #: 000001

lenta	Oil bbls	Cum Dil bbls	Gas ncf	Cum Gas mcf	Water bbls	No.of Wells
August	109	54112	155	22634	0	1
Captember	105	54217	153	22787	0	1
Catober	121	54338	155	22942	0	1
.:/eaber	120	54458	161	23103	0	1
Jacamber	122	54580	119	23222	0	1
lotal <b>198</b> 9	1714	54580	1880	23222	0	1
Canuary	137	54717	148	23370	0	1
February	95	54812	160	23530	0	1
March	95	54907	160	23690	0	1
April	107	55014	164	23854	0	1
May	103	55117	171	24025	0	1
Total 1990	537	55117	803	24025	0	. 1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 5 Run date: 12/19/90 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E25B00DG Lease: HINKLE STATE Well #: 000002

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Nonth	0il bbls	Cum Oil bbls	Gas Acf	Cum Gas mcf	Water bbls	No.of Wells
Total 1981	1191	1191	0	0	0	1
Total 1982	4531	5722	1311	1311	0	i
Total 1983	2483	8205	1942	3253	0	1
Total 1984	1508	9713	1124	4377	0	1
Total 1985	1252	10965	1002	5379	0	1
Total 1986	1078	12043	1038	6417	0	1
January	74	12117	66	6483	0	1
February	57	12174	80	6563	0	1
Narch	57	12231	48	6611	0	1
April	50	12281	79	6690	0	1
Nay	62	12343	83	6773	0	1
June	75	12418	83	6856	Ō	1
July	63	12481	53	6909	0	1
August	70	12551	85	6994	Ő	1
September	57	12608	79	7073	Ő	1
October	66	12674	46	7119	ŏ	1
November	47	12721	40	7159	õ	1
December	42	12763	53	7212	ŏ	1
Total 1987	720	12763	795	7212	Ő	1
January	56	12819	69	7281	- 0	1
February	55	12874	81	7362	0	1
March	58	12932	74	7436	0	1
April	44	12976	66	7502	0	1
May	57	13033	62	7564	0	1
June	43	13076	82	7646	0	1
July	43	13119	61	7707	0	1
August	45	13164	41	7748	0	1
September	38	13202	62	7810	0	1
October	44	13246	61	7871	0	1
November	71	13317	95	7966	0	1
December	71	13388	47	8013	0	1
Total 1988	625	13388	801	8013	0	1
January	65	13453	53	8066	0	1
February	41	13494	41	8107	0	1
March	56	13550	89	8196	0	1
April	71	13621	54	8250	0	1
Nay	54	13675	49	8299	0	1
June	42	13717	26	8325	0	1
July	46	13763	66	8391	0	1
August	36	13799	51	8442	0	1
September	35	13834	51	8493	0	1

Suight's Energydata, Inc.DLOOK 4.20Record # 5Run date: 12/19/90'yocuction data from file:REDLK.DMPRetrieval code: 150,015,16528E25B00Q6Lease:HINKLE STATEWell #: 000002

'eata	0il bbls	Cum Oil bbls	6as ac f	Cum Gas mcf	Water bbls	No.of Wells
	· ·-					
Sctober	40	13874	52	8545	0	1
November	40	13914	54	8599	0	1
December	41	13955	39	8638	0	1
Tobal 1989	567	13955	625	8638	0	1
January	45	14000	50	8688	0	1
February	32	14032	53	8741	0	1
Sarca -	32	14054	53	B794	0	1
April	36	14100	55	8849	0	1
May	34	14134	57	8906	0	1
Total 1990	179	14134	268	8906	0	1

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Dwight's Energydata, Inc.DLDDK 4.20Record # 23Run date: 12/19/90Production data from file:REDLK.DMPRetrieval code: 150,015,16528E36J00QGLease:HINKLE A STATEWell #: 000001

.

Month	Oil bbls	Cum Oil bbls	6as ∞cf	Cum Gas acf	Water bbls	No.of Wells
Total 1982	1377	1377	4888	4888	0	1
Total 1983	652	2023	5121	10009	0	1
Total 1984	458	2487	2670	12679	0	1
Total 1985	435	<b>29</b> 22	<b>37</b> 37	16416	0	1
Total 1986	391	3313	3581	19997	0	1
Januar y	29	3342	250	20247	0	1
February	24	3366	226	20473	0	1
March	30	3396	227	20700	0	1
April	32	3428	221	20921	0	1
Nay	33	3461	161	21082	0	1
June	30	3491	161	21243	0	1
July	21	3512	461	21704	0	1
August	33	3545	217	21921	0	1
September	36	3581	201	22122	0	1
October	29	3610	129	22251	Ó	1
November	31	3641	100	22351	Ō	1
December	26	3667	156	22507	0	1
Total 1987	354	3667	2510	22507	0	1
Januar y	20	3687	143	22650	0	1
February	27	3714	121	22771	0	1
March	29	3743	596	23367	0	Í
April	31	3774	278	23645	0	1
May	31	3805	405	24050	0	1
June	25	3830	405	24455	0	i
July	25	3855	510	24965	0	1
August	26	3881	289	25254	0	1
September	18	3899	156	25410	0	1
October	22	3921	45	25455	0	1
November	26	3947	172	25627	0	1
December	20	3967	<b>B</b> 10	26437	0	1
Total 1988	300	3967	3930	26437	0	1
January	25	3992	1173	27610	0	1
February	22	4014	1127	28737	Ō	1
March	28	4042	891	29628	0	1
April	21	4063	829	30457	Ō	1
Nay	10	4073	722	31179	Ō	1
June	11	4084	712	31891	Ō	1
July	19	4103	735	32525	0	1
August	16	4119	460	33086	0	1
September	13	4132	881	33967	ŏ	1
Gctober	8	4140	656	34623	Ō	1
November	16	4156	700	35323	0	1

Luigno's Energydata, Inc. DLOOK 4.20 Record # 23 Run date: 12/19/90 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E36J000G Luase: HINKLE A STATE Well #: 000001

Konth	Oil 561s	Cum Oil bbls	Gas ∉cf	Cum Gas mcf	Water bbls	No.of Wells
lacader	17	4173	400	35723	0	1
Total 1989	206	4173	9286	35723	0	1
January	17	4190	52	35775	0	1
Tecruary	14	4204	1	35776	0	1
March	14	4218	1	35777	0	1
Apr:1	12	4230	1	35778	0	1
đay	11	4241	1	35779	0	1
Tetal 1990	68	4241	56	35779	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 6 Production data from file: REDLK.DMP Retriev Lease: LATHAM STATE Well #:

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Month	Oil bbls	Cum Oil bbls	Gas acf	Cum Gas mcf	Water bbls	No.of Wells
Total 1980	470	470	0	0	0	1
Total 1981	5242	5712	0	0	3	1
Total 1982	1816	7528	2169	2169	0	1
Total 1983	1069	8597	3107	5276	0	1
Total 1984	776	9373	2313	7589	0	1
Total 1985	664	10037	2120	9709	0	1
Total 1986	773	1 <b>0</b> 810	1889	11598	0	1
January	42	10852	63	11661	0	1
February	58	10910	113	11774	0	i
March	79	10989	129	11903	0	1
April	47	11036	184	12087	0	1
May	53	. 11089	197	12284	0	1
June	78	11167	197	12481	0	1
July	59	11226	39	12520	0	1
August	43	11269	59	12579	0	1
September	0	11269	0	12579	0	1
October	56	11325	86	12665	0	1
November	54	11379	282	12947	0	1
December	40	11419	225	13173	0	1
Total 1987	609	11419	1575	13173	0	1
January	58	11477	220	13393	0	1
February	37	11514	197	13590	0	1
March	30	11544	210	13800	0	1
April	59	11603	114	13914	0	1
May	42	11645	174	14088	0	1
June	43	11688	174	14262	0	1
July	28	11716	112	14374	0	1
August	47	11763	103	14477	0	1
September	33	11796	241	14718	0	1
October	35	11831	206	14924	0	1
November	36	11867	165	15089	0	1
December	40	11907	175	15264	0	1
Total 1988	488	11907	2091	15264	0	1
Januar y	33	11940	177	15441	0	1
February	34	11974	145	15586	0	1
Narch	41	12015	163	15749	0	1
April	52	12067	160	15909	0	1
May	34	12101	170	16079	0	1
June	40	12141	113	16192	0	1
July	7	12148	91	16283	0	1

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Dwight's Energydata,	Inc.	DLOOK 4.20	Record # 6 Run	date: 12/19/90
-Froduction data from	file:	REDLK.DMP	Retrieval code:	150,015,16528E25F00 <b>Q</b> G
Lease: LATHAN STATE			Well #: 000001	

Nonth	0il bbls	Cum Oil bbls	6as acf	Cum Gas mcf	Water bbls	No.of Wells
August	 60	 1220B		16448	0	
September	33	12241	126	16574	0	1
October	36	12277	1	16575	0	1
Novegber	35	12312	1	16576	0	1
December	36	12348	181	16757	0	1
Total 1989	441	12348	1493	16757	0	1
January	48	12396	173	16930	0	1
February	42	12438	175	17105	0	1
March	42	12480	175	17280	0	1
April	36	12516	160	17440	0	1
Мау	57	12573	171	17611	0	1
Total 1990	225	12573	854	17611	0	1

Produ	iction	nergydata, data from CO STATE						Ret	rieva			ate: 12/19/90 50,015,16528E251	(0086
		Oil	Cue	Oil		6as		Cue	Gas	Wate	17	No.of	
Month		bbls		bbls		nc f			ac f	563			
Total	1981	2591		2591		0			0		0	1	
Total	1982	1137		3728	1	283		1	283		0	1	
Total	1983	750		<b>44</b> 78	1	1706	•	2	2989		0	1	
Total	1984	360		4838	1	1306	1	4	295		0	1	
Total	1985	256		5094		662	•	4	1957		0	1	
Total	1986	191		5285		20	1	4	977		0	1	
Janua	ary	5		5290		C	)	4	977		0	1	
Febru	-	13		5303		0	)	4	977		0	1	
March	h	36		5339		C	)	4	977		0	1	
April	1	19		5357		C	)	4	977		0	1	
Ħay		21		5378		(	)	4	1977		0	1	
June		18		5396		C	)	4	977		0	1	
July		15		5411		(	)	4	1977		0	1	
Augus		15		5426		0	)		977		0	1	
	esber	14		5440		(	)		1977		0	1	
Octob		13		5453		C			977		0	1	
Novel		13		5466			)		<b>1977</b>		0	1	
Decer		13		5479			)		977		0	1	
Total	1987	194		5479		(	)	4	<b>19</b> 77		0	1	
Janua	ar y	15		5494		0	)	4	977		0	1	
Febru	uary	14		5508		(	)	4	1977		0	1	
March	'n	18		5526		(	)	4	1977		0	1	
April	1	14		5540		1	l		1978		0	1	
May		17		5557		1			1979		0	1	
June		12		5569		1	L		1980		0	1	
July		14		5583					981		0	1	
Augus		13		5596			l		1982		0	1	
-	esber	10		5606					1983		0	1	
Octo		12		5618			L		4984		0	1	
Nove		10		5628					1985		0	1	
Dece		12		5640					4986		0	1	
Total		161		5640		į	}		1986		0	1	
Janu		11		5651			1		4987		Û	1	
Febr	•	5		5656			L		1988		0	1	
Marc		15		5671			1		4989		0	1	
Apri	1	17		5688			l		4990		0	1	
May		10		5698			1		4991		0	1	
June		14		5712					4992		0	1	

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July August September

Dwight's Energydata, Inc.DLOOK 4.20Record # 11Run date: 12/19/90Production data from file:REDLK.DMPRetrieval code: 150,015,16528E25K00@GLease:AMOCO STATEWell #: 000001

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°GAIN	Dil bbls	Cum Oil bbls	Gas mcf	Cum Gas ncf	Water bbls	No.of Wells
Catober	9	5749	1	4996	0	1
Noveeber	12	5761	1	4997	0	:
Daceaber	12	5773	1	4998	0	1
Total 1989	133	5773	12	4998	0	1
January	9	5782	1	4999	0	1
February	12	5794	1	5000	0	1
March	12	<b>58</b> 06	1	5001	0	1
April	8	5814	1	5002	0	1
Nay	10	5824	1	5003	0	1
Total 1990	51	5824	5	5003	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Production data from file: REDLK.DMP Lease: NEW MEXICO 36

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Month	Oil bbls	Cum Oil bbls	Gas æcf	Cum Gas ncf	Water bbls	No.of Wells
Total 1979	251	251	2317	2317	242	1
Total 1980	4561	4812	7921	10238	0	1
Total 1981	3443	8255	6114	16352	0	1
Total 1982	2748	11003	<b>50</b> 92	21444	0	1
Total 1983	1415	12418	1558	23002	0	1
Total 1984	1065	13483	1755	24757	0	1
Total 1985	732	14215	1620	26377	0	1
Total 1986	723	14938	1704	28081	0	1
January	71	15009	133	28214	0	1
February	53	15062	114	28328	0	1
March	46	15108	132	28460	Ő	· 1
April	53	15161	118	28578	0	1
May	35	15196	116	28694	0	1
June	35	15231	105	<b>28</b> 799	0	1
July	32	15263	69	28868	0	1
August	30	15293	116	28984	0	1
September	43	15336	135	29119	0	1
October	46	15382	302	29421	0	1
Novenber	23	15405	118	29539	0	1
December	43	15448	114	29653	0	1
Total 1987	510	15448	1572	29653	0	1
January	45	15493	90	29743	0	1
February	40	15533	97	29840	Ō	1
March	38	15571	130	29970	0	1
April	35	15606	97	30067	Ō	1
May	38	15644	105	30172	0	1
June	29	15673	110	30282	0	1
July	32	15705	105	30387	0	1
August	34	15739	96	30483	0	1
September	25	15764	96	30579	0	1
October	26	15790	74	30653	0	1
November	37	15827	103	30756	0	1
December	44	15871	122	30878	0	1
Total 1988	423	15871	1225	30878	0	1
January	41	15912	99	30977	0	1
February	32	15944	83	31060	0	1
March	39	15983	94	31154	Ō	1
April	23	16006	69	31223	Ō	1
May	29	16035	92	31315	0	1

 Wight's Energydata, Inc. DLOOK 4.20
 Record # 21
 Run date: 12/19/90

 Production data from file: REDLK.DMP
 Retrieval code: 150,015,16528E36F00QG

 Lesse: NEW MEXICO 35
 Well #: 000001

Month	Oil Sòls	Cum Oil 551s	Gas øcf	Cum Gas mcf	Water bbls	No.of Wells
June	28	16063	90	31405	0	
July	29	16092	77	31482	0	1
August	29	16121	27	31509	0	1
September	21	16142	69	31578	0	1
Bataber	34	16176	116	31694	0	1
Noverber	26	16202	78	31772	0	1
Gecesber	26	16228	98	31870	0	1
Total 1989	357	16228	992	31870	0	1
Jacuary	41	16259	113	31983	0	1
February	24	16293	109	32092	0	1
March	24	16317	107	32199	0	1
April	29	16345	112	32311	0	1
Nay	38	16383	91	32402	0	1
Total 1990	155	16383	532	32402	0	1

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Dwight's Energydata, Inc. DLOOK 4.20 Record # 18 Run date: 12/19/90 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E3 Lease: NEW MEXICO 36

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Month	Oil 561s	Cum Oil bbls	Gas ∎cf	Cum Gas acf	Water bbls	No.of Wells
Total 1979	752	752	6950	6950	153	1
Total 1980	<b>292</b> 2	3674	5960	12910	0	1
Total 1981	<b>66</b> 92	10366	11803	24713	0	1
Total 1982	3628	13994	<b>68</b> 03	31516	0	1
Total 1983	2353	16347	2593	34109	0	i
Total 1984	1837	18184	3002	37111	0	1
Total 1985	1229	19413	2696	39807	0	1
Total 1986	1208	20621	2 <b>8</b> 40	42647	0	1
January	120	20741	222	42869	0	1
February	88	20829	190	43059	Ő	1
Nar:h	17	20906	221	43280	ů 0	1
April	87	20993	196	43476	ŏ	1
May	59	21052	195	43671	ŏ	1
June	57	21109	175	43846	Ő	1
July	53	21162	114	43960	ŏ	1
August	49	21211	194	44154	ŏ	1
September	72	21283	224	44378	ŏ	1
October	76	21359	503	44881	ő	1
November	38	21397	196	45077	Ŏ	1
December	71	21468	190	45267	õ	1
Total 1987	847	21468	2620	45257	0	1
Januar y	75	21543	150	45417	0	1
February	66	21609	161	45578	0	1
March	64	21673	216	45794	Ō	1
April	58	21731	161	45955	0	1
Nay	63	21794	175	46130	0	1
June	47	21841	184	46314	0	1
July	55	21896	174	46488	0	1
Aug. 1	56	21952	160	46648	0	1
September	43	21995	159	46807	0	1
October	45	22040	123	46930	0	1
November	62	22102	171	47101	0	1
December	74	22175	202	47303	0	1
Total 1988	708	22176	2036	47303	0	1
Januar y	68	22244	166	47469	0	1
February	54	22298	138	47507	0	1
March	66	22364	156	47763	0	1
April	37	22401	116	47879	0	1
May	47	22448	154	48033	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 18 Production data from file: REDLK.DMP Retrieva Lease: NEW MEXICO 36 Well #: 4

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d # 18 Run date: 12/19/90 Retrieval code: 150,015,16528E35B00Q6 Well #: 000002

	Oil	Cum Dil	Gas	Cum Gas	Water	No.of
1.12	bbls	bbls	<b>a</b> cf	∎c f	bbls	Wells
June	47	22495	150	48183	0	1
July	48	22543	128	48311	0	1
August	48	22591	43	48354	0	1
Ceptember	34	22625	114	48468	0	1
Getober	56	22681	192	48660	0	1
Noveæder	43	22724	143	48803	0	1
Gecember	45	22769	162	48965	0	1
Total 1989	593	22769	1662	48965	0	1
January	69	22838	189	49154	0	1
February	39	2 <b>287</b> 7	181	49335	0	1
March	40	22917	178	49513	0	1
April	46	22963	186	49699	0	1
May	63	23026	152	49851	0	1
Total 1990	257	23026	886	49851	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Production data from file: REDLK.DMP Lease: NEW MEXICO 36

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Record # 20 Run date: 12/19/90 Retrieval code: 150,015,16528E36E00Q6 Well #: 000003

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Nonth	Oil bbls	Cum Bil bbls	Gas ncf	Cum Gas mcf	Water bbls	No.of Wells
Total 1980	198	198	525	525	0	1
Total 1981	657	855	1302	1827	0	1
Total 1982	681	1536	1299	3126	0	1
Total 1983	465	2002	515	3641	0	1
Total 1984	443	2445	697	4338	0	1
Total 1985	246	2691	539	4877	0	1
Total 1986	240	2931	568	5445	0	1
<b>Januar</b> y	24	2955	44	5489	0	1
February	17	2972	38	5527	0	1
March	15	2987	44	5571	0	1
April	18	3005	39	5610	0	1
May	12	3017	39	5649	0	1
June	11	3028	35	5684	0	1
July	11	3039	23	5707	0	1
August	10	3049	39	5746	0	1
September	14	3063	45	5791	0	1
October	15	3078	101	5892	0	1
November	7	3085	39	5931	0	1
December	14	3099	38	<b>59</b> 69	0	1
Total 1987	168	3099	524	5969	0	1
January	15	3114	30	5999	0	1
February	13	3127	32	6031	0	1
March	13	3140	43	6074	0	1
April	12	3152	32	6106	0	1
Nay	13	3165	35	6141	0	1
June	10	3175	37	6178	0	1
July	11	3186	35	6213	0	1
August	10	3196	32	6245	0	1
September	8	3204	32	6277	0	1
October	9	3213	25	6302	0	1
November	12	3225	34	6336	0	1
December	15	3240	40	6376	0	1
Total 1988	141	3240	407	6376	0	1
Januar y	14	3254	33	6409	0	1
February	11	3265	28	6437	0	1
March	13	3278	31	6468	0	1
April	7	3285	23	6491	0	1
May	10	3295	31	6522	0	1
June	9	3304	30	6552	Ö	1
July	9	3313	26	6578	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 20 Run date: 12/19/90 Traduction data from file: REDLK.DMP Retrieval code: 150,015,15528E36E00QG Lease: NEW MEXICO 36 Well #: 000003

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	Gil	1 Cum Oil	Gas	Cum Gas	Water	No.of
10.01	bbls	bbls	acf	acf	bbls	Wells
	10	3323	9	6587	0	
Geptember	7	3330	23	6610	0	1
ectober -	11	3341	38	6648	Û	1
November	9	3350	26	6674	0	1
December	9	3359	32	6706	0	1
lotal 1989	119	3359	330	6706	0	1
January	14	3373	38	6744	0	1
Tearuary	8	3381	36	6780	0	1
Marka -	8	3389	36	6816	0	1
April	9	3398	37	6853	0	1
i. Iay	13	3411	30	6883	0	1
Tetal 1990	52	3411	177	6883	0	1

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Dwight's Energydata, Inc.DLOOK 4.20Record # 19Run date: 12/19/30Production data from file:REDLK.DMPRetrieval code: 150,015,16528E36C00QGLease:NEW MEXICO 36Well #: 000004

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Nonth	Oil bbls	Cum Oil bbls	Gas ecf	Cun Gas ncf	Water bbls	No.of Wells
Total 1980	799	799	1299	1299	0	1
Total 1981	1787	2586	3166	4465	0	1
Total 1982	1927	4513	<b>36</b> 22	8087	0	1
Total 1983	1415	5928	1558	9645	0	1
Total 1984	1030	6958	1706	11351	0	I
Total 1985	734	7692	1619	12970	0	1
Total 1986	724	8416	1704	14674	0	1
January	71	8487	133	14807	0	1
February	53	8540	114	14921	0	1
March	46	8586	132	15053	0	1
April	52	8638	118	15171	0	1
May	35	8673	116	15287	0	1
June	34	8707	104	15391	0	1
July	32	8739	68	15459	0	1
August	29	8768	116	15575	0	1
September	43	8811	134	15709	0	1
October	46	8857	302	16011	0	1
November	23	8880	118	16129	0	1
December	43	8923	114	16243	0	1
Total 1987	507	8923	1569	16243	0	1
Januar y	45	8968	90	16333	0	1
February	40	9008	97	16430	Ö	1
March	38	9046	130	16560	0	1
April	35	9081	97	16657	0	1
May	38	9119	105	16762	0	1
June	28	9147	110	16872	0	1
July	33	9180	105	16977	0	1
August	34	9214	96	17073	Ó	1
September	26	9240	95	17168	0	1
October	26	9266	74	17242	0	1
November	37	9303	103	17345	0	1
December	44	9347	121	17466	0	1
Total 1988	424	9347	1223	17465	0	1
Januar y	41	9388	99	17565	0	1
February	32	9420	83	17648	0	1
March	39	9459	93	17741	0	1
April	22	9481	69	17810	0	1
Hay	28	9509	92	17902	0	1
June	28	9537	90	17992	0	1
July	29	9566	77	18069	0	1

 Dwight's Energydata, Inc.
 DLOOK 4.20
 Record # 19

 Production data from file:
 REDLK.DMP
 Retrieval

 Lesse:
 NEW MEXICO 36
 Well #: 0

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	Dil bbls	Cum Bil bbls	Gas Acf	Cum Gas mcf	Water bbls	No.of Wells
August	29	9595	27	18096	0	1
September	20	3615	69	18165	0	1
Gctober	34	9649	115	18280	0	1
Noveaber	26	9675	78	18358	0	1
Sacamber	27	9702	97	18455	0	1
Tobal 1989	355	9702	989	18455	0	1
January	42	9744	113	18568	0	i
February	24	9768	109	18677	0	1
March	24	9792	107	18784	0	1
April	27	<b>98</b> 19	111	18895	0	1
Лау	38	<b>98</b> 57	91	18986	0	1
Total 1990	155	9857	531	18986	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Production data from file: REDLK.DMP Lease: NEW MEXICO 36

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Month	Oil bbls	Cum Oil 5bls	Gas ncf	Cum Gas ncf	Water bbls	No.of Wells
Total 1982	B42	842	1750	1750	0	1
Total 1983	1415	2257	1557	3307	0	1
Total 1984	1102	3359	1 <b>8</b> 02	5109	0	1
Total 1985	735	4094	1619	6728	0	I
Total 1986	724	4818	1702	8430	0	1
January	71	4889	133	8563	0	1
February	53	4942	114	8677	0	1
March	47	4983	132	8809	0	1
April	52	5041	117	8926	0	1
Nay	35	5076	117	9043	0	1
June	34	5110	104	9147	0	1
July	32	5142	68	9215	0	1
August	29	5171	117	9332	0	1
September	44	5215	134	9466	· 0	1
October	46	5261	302	9768	0	1
November	23	5284	118	3886	0	1
December	43	5327	114	10000	0	1
Total 1987	509	5327	1570	10000	0	1
January	45	5372	90	10090	0	1
February	40	5412	97	10187	0	1
March	38	5450	130	10317	0	1
April	34	5484	96	10413	0	1
May	38	5522	104	10517	0	1
June	28	5550	111	10628	0	1
July	33	5583	104	10732	0	1
August	34	5617	96	10828	0	1
September	26	5643	95	10923	0	1
October	27	5670	74	10997	0	1
Novenber	37	5707	103	11100	0	1
December Total 1988	44 424	5751 5751	121 1221	11221 11221	0	1 1
10181 1300	743	0/01	****		v	•
January	40	5791	100	11321	0	1
February	33	5824	82	11403	0	1
March	40	5864	93	11495	0	1
April	22	5886	69	11565	0	1
Nay	28	5914	92	11657	0	1
June	28	5942	90	11747	0	1
July	29	5971	77	11824	0	1
August	29	6000	27	11851	0	1
September	20	6020	68	11919	0	1
October	34	6054	115	12034	0	1
November	26	6080	78	12112	0	i

Dwight's Energydata, Inc.DLOOK 4.20Record # 22Run date: 12/19/90Production data from file:REDLK.DMPRetrieval code: 150,015,16528E3660006Lease:NEW MEXICO 36Well #: 000005

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Conth	Oil bbls	Cum Oil 551s	6as mcf	Cum Gas mcf	Water bbls	No.of Wells
Decesser	27	 6107	 97	12209	0	 1
Total 1989	356	6107	988	12209	0	1
January	41	6148	113	12322	0	1
eoruary	23	6171	109	12431	0	1
March	23	6194	106	12537	0	1
April	28	6222	111	12648	0	1
Хау	38	6260	91	12739	0	1
Tatal 1990	153	6260	530	12739	0	1

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Dwight's Energydata, Inc. DLOOK 4.20 Production data from file: REDLK.DMP Lease: NEW MEXICO 36

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Month	Oil bbls	Cum Oil bbls	6as ncf	Cum Gas mcf	Water bbls	No.of Wells
Total 1981	390	390	622	622	0	1
Total 1982	1258	1648	2347	2969	0	1
Total 1983	932	2580	1039	4008	0	1
Total 1984	768	3348	1247	5255	0	1
Total 1985	490	3838	1078	6333	0	1
Total 1986	479	4317	1137	7470	0	1
January	48	4365	89	7559	0	i
February	35	4400	76	7635	0	1
March	31	4431	88	7723	0	1
April	35	4466	78	7801	0	1
May	23	4489	78	7879	0	1
June	23	4512	70	7949	0	1
July	21	4533	46	7995	0	1
August	20	4553	78	8073	0	1
September	29	4582	89	8162	0	1
October	30	4612	201	8363	0	1
November	15	4627	78	8441	0	1
December	29	4656	76	8517	Ō	1
Total 1987	339	4656	1047	8517	0	1
January	30	4686	60	8577	0	1
February	26	4712	64	8641	0	1
March	25	4737	86	<b>8</b> 727	0	1
April	23	4760	64	8791	0	1
May	25	4785	70	8861	0	1
June	19	<b>48</b> 04	74	8935	0	1
July	22	4825	70	9005	0	1
August	23	4849	64	9069	0	1
September	17	4866	64	9133	0	1
October	18	4884	49	9182	0	1
November	25	4909	68	9250	0	1
December	30	4939	81	9331	0	1
Total 1988	283	4939	814	9331	0	1
January	27	4965	66	9397	0	1
February	22	4988	55	9452	0	1
March	26	5014	62	9514	0	1
April	15	5029	46	9560	0	1
Hay	19	5048	62	9622	0	1
June	18	5066	60	9682	0	1
July	19	5085	51	9733	0	1
August	19	5104	17	9750	0	1
September	14	5118	46	9796	0	1

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P- jht's End Production : Lease: NEW 1	iata from	file:	Recor	d # 17 Retriev Well #:	al code:	date: 12/19/90 150,015,16528E36	AOOQG
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	Øil	Cum Oil	Gas	Cue Gas	Water	No.of
Tonth	bbls	bb1s	ac f	ncf	bbls	Wells
	22	5140	76	 9872	0	•
November	17	5157	52	3924	Ő	1
December	18	5175	65	9989	0	1
Total 1989	236	5175	658	9989	0	1
January	28	5203	75	10064	0	1
February	15	5218	72	10136	0	1
Sarch	16	5234	71	10207	0	1
april	19	5253	74	10281	0	1
May	25	5278	61	10342	0	1
Total 1990	103	5278	353	10342	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Production data from file: REDLK.DMP Lease: NEW MEXICO 35 STATE

Month	Oil bbls	Cum Gil bbls	Gas ecf	Cum Gas acf	Water bbls	No.of Wells
Total 1980	2159	2159	4024	4024	0	1
Total 1981	2 <del>9</del> 85	5144	5305	9329	0	1
Total 1982	1956	7100	3692	13021	0	1
Total 1983	2248	9348	2396	15417	0	1
Total 1984	1104	10452	1800	17217	0	1
Total 1985	735	11187	1617	18834	0	1
Total 1986	722	11909	1700	20534	0	1
Januar y	71	11980	134	20668	0	1
February	53	12033	114	20782	0	1
March	47	12080	133	20915	0	1
April	52	12132	117	21032	0	1
Nay	35	12167	117	21149	0	1
June	35	12202	105	21254	0	1
July	31	12233	68	21322	0	1
August	29	12262	117	21439	0	1
September	44	12305	134	21573	0	1
October	46	12352	302	21875	0	1
November	23	12375	118	21993	0	1
December	43	12418	114	22107	0	1
Total 1987	509	12418	1573	22107	0	1
January	45	12463	90	22197	0	1
February	40	12503	96	22293	0	1
Narch	38	12541	130	22423	0	1
April	34	12575	96	22519	0	1
May	37	12612	104	22623	0	1
June	28	12640	111	22734	0	1
July	33	12673	104	22838	0	1
August	34	12707	95	22933	0	1
September	26	12733	95	23028	0	i
October	27	12760	73	23101	0	1
November	37	12797	103	23204	0	1
December	44	12841	121	23325	0	1
Total 1988	423	12841	1218	23325	0	1
January	40	12881	100	23425	0	1
February	33	12914	82	23507	Ō	1
March	40	12954	93	23600	Ō	1
April	22	12976	70	23670	Ō	1
Hay	28	13004	92	23762	0	1
June	29	13033	89	23851	Ö	1
July	29	13062	77	23928	Ŏ	1

Dwight's Energydata, Inc. DLOOK 4.20 Record # 16 Run date: 12/19/90 Production data from file: REDLK.DMP Retrieval code: 150,015,16528E35A00QG Lease: NEW MEXICO 35 STATE Well #: 000001

	Dil	Cum Dil	6as	Cu <b>n</b> Gas	Water	No.of
Aoath -	bbls	bbls	∎c f	ncf	bbls	Wells
August	23	13091	27	23955	0	1
September	21	13112	69	24024	0	1
October	34	13146	115	24139	0	1
November	26	13172	79	24218	0	1
December	27	13199	97	24315	0	1
Total 1989	358	13199	990	24315	0	1
January	41	13240	113	24428	0	1
February	23	13263	108	24536	0	1
March	23	13286	124	24660	0	1
April	28	13314	111	24771	0	1
Nay	37	13351	90	24861	0	1
Total 1990	152	13351	546	24861	0	1

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Month	Oil bbls	Cum Oil bbls	Gas ec f	Cum Gas mcf	Water bbls	No.of Wells
Total 1981	317	317	0	0	0	1
Total 1982	1227	1544	701	701	0	1
Total 1983	1189	2733	1497	2198	0	1
Total 1984	1061	3794	1232	3430	0	1
Total 1985	934	4728	1305	4735	0	1
Total 1986	765	5493	1019	5754	0	1
Januar y	0	5493	0	5754	0	1
February	44	5537	57	5811	0	1
March	75	5612	117	5928	0	1
April	83	5695	154	6082	0	1
Nay	66	5761	165	6247	0	1
June	108	5869	165	6412	0	1
July	87	5956	75	6487	Ó	1
August	28	5984	0	6487	0	1
September	42	6026	119	6606	Ō	1
October	38	6064	24	6630	0	1
November	54	6118	26	6656	0	1
December	41	6159	112	6768	Ő	1
Total 1987	666	6159	1014	6768	Ō	1
January	59	6218	52	6820	0	1
February	41	6259	36	6856	0	1
March	117	6376	0	6856	0	1
April	72	6448	111	6967	0	1
Nay	55	6503	49	7016	0	1
June	65	6568	48	7064	0	1
July	60	6628	85	7149	0	1
August	57	6685	67	7216	0	1
September	82	6767	67	7283	0	1
October	72	6839	24	7307	0	1
November	46	6885	112	7419	0	1
December	58	6943	108	7527	0	1
Total 1988	784	6943	759	7527	0	1
January	56	6999	129	7656	0	1
February	68	7067	107	7763	0	1
Narch	55	7122	90	7853	0	1
April	81	7203	105	7958	0	1
Nay	37	7240	83	8041	0	1
June	74	7314	90	8131	0	1
July	51	7365	88	8219	0	1
August	63	7428	110	8329	0	1
September	56	7484	80	8409	0	1

Dwight's Energydata, Inc. DLOOK 4.20 Production data from file: REDLK.DMP Lease: BOGLE FARMS

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Record # 12 Run date: 12/19/90 Retrieval code: 150,015,16528E25M00Q6 Well #: 000001

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Month	Oil bbls	Cum Oil bbls	6as ecf	Cum Gas acf	Water bbls	No.of Wells
October	24	7508	2	 8411	0	1
Novesber	12	7520	76	8487	0	1
December	40	7560	98	8585	0	1
Total 1989	617	7560	1058	8585	0	1
January	67	7627	117	8702	0	1
February	56	7683	94	8796	0	1
Narch	56	7739	94	8890	0	1
April	43	7782	64	8954	0	1
May	41	7823	144	9098	0	1
Total 1990	263	7823	513	9098	0	1

EXHIBIT TU		

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EXHIBIT "J"

BEACH EXPLORATION, INC. OIL AND GAS OPERATORS P. O. BOX 3669 MIDLAND, TEXAS 79702

December 19, 1990

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

> RE: Proof of Notice Application for Authority to Inject, Red Lake Unit Eddy County, New Mexico

Dear Sir:

The attached form C-108, together with the required attachments, was mailed by certified mail to each of the owners and to each leasehold operator within one-half mile of the proposed injection wells as shown on the attached list. This will serve as our proof of notice required by Form C-108.

Please disregard my statement concerning proof of notice in my letter of December 12. This notice was for the unitization application, and I mistakenly thought it covered the C-108 application as well.

Very truly yours, BEACH EXPLORATION, INC. Hal Gill

Petroleum Engineer

### BEACH EXPLORATION, INC.

NOTIFICATION LIST Form C-108, "Application for Authorization to Inject" Red Lake Unit Eddy County, New Mexico

Copies: Mr. Jim Bruce 500 Marquette N.W., Suite 740 Albuquerque, New Mexico 87102-2121

Mr. Conrad E. Coffield P.O. Box 3580 Midland, Texas 79702

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### Copies by Certified Mail to Surface Owners:

State of New Mexico Commissioner of Public Lands P.O. Box 1148 Santa Fe, New Mexico 87504 Attention: Floyd Prando

Bureau of Land Management P.O. Box 1397 Roswell, New Mexico 88201 Attention: Armando Lopez

Bogle Farms, Inc. P.O. Box 358 Dexter, New Mexico 88230-0358 Copies by Certified Mail to Leasehold Operators Within Unit:

.

Harken Exploration Company P.O. Box 612007 Dallas, Texas 75261 Eastland Oil Company P.O. Box 3488 Midland, Texas 79702 JFG Enterprises P.O. Box 100 Artesia, New Mexico 88210 Trigg Family Trust P.O. Box 520 Roswell, New Mexico 88202 Copies by Certified Mail to Offset Leasehold Operators: (within one-half mile of proposed injection wells) Bettis Brothers, Inc. P.O. Box 1240 Graham, Texas 76046 DEPCO, Inc. 1000 Petroleum Building 110 - 16th Street Denver, Colorado 80202 Kincaid & Watson Drilling Company P.O. Box 498 Artesia, New Mexico 88211-0498 Mewbourne Oil Company P.O. Box 7698 Tyler, Texas 75711 Southland Royalty Company 801 Cherry Street, Suite 700 Fort Worth, Texas 76102 Hinkle Investment Company P.O. Box 2002 Roswell, New Mexico 88201 Conoco #10 Desta Drive West Midland, Texas 79705 Haile Petroleum Ltd. 813 South Roselawn Artesia, New Mexico 88210

McClellan Oil Corporation P.O. Drawer 730 Roswell, New Mexico 88202

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Santa Fe Energy Company 1616 Voss Road Houston, Texas 77057

C & J Drilling P.O. Box 256 Artesia, New Mexico 88210

Blanco Engieering 116 North First Street Artesia, New Mexico 88210

Cal-Mon Oil Company P.O. Box 2066 Midland, Texas 79702

Amoco Production Company P.O. Box 841521 Dallas, Texas 75284-1521

Exxon Corporation P.O. Box 1547 Houston, Texas 77251-1547

Yates Exploration Company P.O. Box O Albuquerque, New Mexico 87103 BEACH EXPLORATION. INC. OIL AND GAS OPERATORS P. O. BOX 3669 MIDLAND. TEXAS 79702

December 12, 1990

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

> RE: Application for Authority to Inject, Red Lake Unit Eddy County, New Mexico

Dear Sir:

Attached for your consideration is Form C-108, "Application for Authorization to Inject," along with the required attachments, relating to the proposed waterflood to be initiated in the Red Lake Unit. Our application and proof of notice have previously been submitted to you on December 5 by Conrad Coffield, the lawyer representing us in this matter.

Should any further information be required, please advise.

Very truly yours, BEACH EXPLORATION, INC.

Hal Gill Petroleum Engineer

HG/bw

cc: OCD, District 2, Artesia, New Mexico

### BEACH EXPLORATION, INC. OIL AND GAS OPERATORS P. O. BOX 3669 MIDLAND, TEXAS 79702

December 19, 1990

TO: Surface Owners Leasehold Operators Offset Leasehold Operators

> RE: Application for Authority to Inject, Red Lake Unit Eddy County, New Mexico

Attached for your information is a copy of Form C-108, "Application for Authorization to Inject", along with the required attachments, which we filed with the Oil Conservation Division on December 12, 1990.

Should you have any questions concerning this application, please give me a call.

Very truly yours,

BEACH EXPLORATION, INC.

Hal Gill

Petroleum Engineer

Att.

STATE OF NEW MEXICO	OIL CONSERVATION DIVISION
ENERGY AND MINERALS DEPARTMENT	POST OFFICE BOX 2018
	STATE LAND DELICE HUM DAILS

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STATE	LAND	DELICE	BUILDING
SANTA	FE. NEI	N MEXI	CO 8/501

<ul> <li>Purpose: Secondary Recovery Pressure Haintenance Direction and Storm Application qualifies for administrative approval? yes Direction 4 pressure Haintenance Application qualifies for administrative approval? yes Direction 4 pressure Haintenance Application for the pressure Haintenance Application qualifies for administrative approval?</li> <li>II. Operator: Beach Exploration, Inc. Additional sheets may be attached if necessary for injection. Additional sheets may be attached if necessary if yes, give the Division order number authorizing the project Application of the reverse side of this form for each we proposed for injection. Additional sheets may be attached if necessary if yes, give the Division order number authorizing the project Application of the reverse side of this form for each we proposed for injection construction of a project Application with a one-half mile reduce draw around each proposed injection wells of number authorizing the project Competition, and each proposed injection wells of number authorizing the project and each proposed injection wells of number and any proposed injection wells of public record within the area of review prefirate broughed well illustrating all plugging detail.</li> <li>VII. Attach data on the proposed operation, including: <ol> <li>Proposed average and maximum daily rate and volume of fluids to be injector 2. Whether the system is open or classed;</li> <li>Proposed average and maximum injection priseutor fluid and compatibility with the proposed injection well, attach a chemical anglesis of the disposal zone formation in the proposed or inferred from exist illustrative, and dong of all easily overlying the proposed injection cone as well as any such source known to be immediately underlying the injection rone as well as any such source known to be immediately underlying the injection rone as well as any such source known to be immediately underlying the injection rone as well as any such source known to be immediately underlying the injection rone as wel</li></ol></li></ul>	
Address:       800 N. Marienfeld Ste. 200       Midland, Texas 79701         Contact party:       Hal Gill       Phone:       915/683-6226         III.       Well data:       Complete the data required on the reverse side of this form for each with proposed for injection.       Additional sheets may be attached if necessary         IV.       Is this an expansion of an existing project?       Lyes       Yes       Yes         IV.       Is this an expansion order number authorizing the project       .         V.       Attach a map that identifies all wells and leases within two miles of any proposed inject well.       This circle identifies the well's area of review well.         vell.       This circle identifies the well's area of review well.       The proposed operation, including:         VI.       Attach a tabulation of data on all wells of public record within the area of review well's type, construction, date drilled, location, depth, record of completion, and a schematic of any plugged well illustrating all plugging detail.         VII.       Attach data on the proposed operation, including:       1.         Proposed average and maximum daily rate and volume of fluids to be injected 2.       Mether the system is open or closed;         D.       Proposed average and maximum faction pressure;       4.         Sources and an appropriate analysis of injection fluid and compatibility with the action is for disposal purposes into a zone net productive of oil or at oredis os ince protowel,	rage
<ul> <li>Contact party: <u>Hal G111</u> <ul> <li>Phone: <u>915/63-6226</u></li> </ul> </li> <li>III. Well data: Complete the data required on the reverse side of this form for each we proposed for injection. Additional sheets may be attached if necessary.</li> <li>Is this an expansion of an existing project? <u>yes</u> <u>no</u></li> <li>If yes, give the Division order number authorizing the project <u>well</u>.</li> <li>V. Attach a map that identifies all wells and leases within two miles of any proposed injection well with a one-half mile radius circle drawn around each proposed injection well with a one-half mile radius circle drawn around each proposed injection well. This circle identifies the well's area of review well. This circle identifies the well's area of review well's type, construction, date drilled, location, depth, record of completion, and a schematic of any plugged well illustrating all plugging detail.</li> <li>VII. Attach data on the proposed operation, including: <ol> <li>Proposed average and maximum daily rate and volume of fluids to be injected 2. Whether the system is open or closed;</li> <li>Proposed average and maximum injection pressure;</li> <li>Sources and an appropriate analysis of injection fluid and compatibility will the receiving formation if other than reinjected produced water; and</li> <li>If injection is for disposal purposes into a zone net productive of oil or at or within one mile of the proposed well, attach a chemical analysis of the disposal zone formation wells. Give the geologic mame, and depth i bottom of all underground sources of dinking water (aquifers containing usters with the disposal solid and test data on the well. (If well logs have been file with the division they need not be resubmitted.)</li> </ol></li></ul> <li>YXII. Attach appropriate logging and test data on the well. (If well logs have been file with the division of wells and solid on the revision or disposal well showing the propose injection or wells in dectain geologic aname, thichense, and fepth.</li> <li>YXII. Attach appro</li>	
<ul> <li>Well data: Complete the data required on the reverse side of this form for each we proposed for injection. Additional sheets may be attached if necessary.</li> <li>Is this an expansion of an existing project? yes Nnot</li></ul>	
<ul> <li>proposed for injection. Additional sheets may be attached if necessary.</li> <li>IV. Is this an expansion of an existing project?</li></ul>	·
<ul> <li>If yes, give the Division order number authorizing the project</li> <li>V. Attach a map that identifies all wells and leases within two miles of any proposed injection well. This circle identifies the well's area of review.</li> <li>VI. Attach a tabulation of data on all wells of public record within the area of review pencirate the proposed injection rone. Such data shall include a description of et well's type, construction, date drilled, location, depth, record of completion, and a schematic of any plugged well illustrating all plugging detail.</li> <li>VII. Attach data on the proposed operation, including: <ol> <li>Proposed average and maximum daily rate and volume of fluids to be injected. Whether the system is open or closed;</li> <li>Proposed average and maximum figetion pressure;</li> <li>Sources and an appropriate analysis of injection fluid and compatibility with receiving formation if other than reinjected produced water; and</li> <li>If njection is for disposal purposes into a zone not productive of oil or at or within one mile of the proposed well, attach a chemical analysis of the disposal zone formation water (may be measured or inferred from exist literature, studies, nearby wells, etc.).</li> </ol> </li> <li>VVIII. Attach appropriate geological data on the injection zone including appropriate lith detail, geological name, thicknass, and depth. Give the geologic name, and depth to bottom of all underground sources of drinking water (aquifers containing waters will total dissolved solids concentrations of 10,000 mg/l or less) ourlying the propose injection zone inserving the proposed injection interval.</li> <li>X. Attach a chemical analysis of fresh water from two or more fresh water wells (if with the Division they need not be resubmitted.)</li> <li>X. Attach a chemical analysis of fresh water from two or more fresh water wells (if available and producing) within one mile of any injection or disposal well showing location of wells and dates samples were taken.</li> <li>XII. Applicants</li></ul>	
<ul> <li>injection well with a one-half mile radius circle drawn around each proposed inject well. This circle identifies the well's area of review.</li> <li>VI. Attach a tabulation of data on all wells of public record within the area of review penetrate the proposed injection zone. Such data shall include a description of ea well's type, construction, date drilled, location, depth, record of completion, and a schematic of any plugged well illustrating all plugging detail.</li> <li>VII. Attach data on the proposed operation, including: <ol> <li>Proposed average and maximum daily rate and volume of fluids to be injected 2. Whether the system is open or closed;</li> <li>Proposed average and maximum injection pressure;</li> <li>Sources and an appropriate analysis of injection fluid and compatibility with the receiving formation if other than reinjected produced water; and</li> <li>If injection is for disposal purposes into a zone not productive of oil or at or within one mile of the proposed well, attach a chemical analysis of the disposal zone formation water (may be measured or inferred from exist literature, studies, nearby wells, etc.).</li> </ol> </li> <li>VIII. Attach appropriate geological data on the injection zone including appropriate lith detail, geological name, thickness, and depth. Give the geologic name, and depth total dissolved solids concentrations of 10,000 mg/l or less) overlying the propose injection zone as well as any such source known to be immediately underlying the injection interval.</li> <li>IX. Describe the proposed stimulation program, if any.</li> <li>X. Attach appropriate logging and test data on the well. (If well logs have been file avialable and producing) within one mile of any injection or disposal well showing location of wells and dates samples were taken.</li> <li>XII. Applicants for disposal wells must make an affirmative statement that they have examined available geologic connection between the disposal zone and any underground source of drinking water.</li> <li>XIII. Ap</li></ul>	·
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Name: <u>Hal Gill // // // // </u> Title <u>Petroleum Engineer</u>	correc
Signature: The Aule Date: 12-13-90	
* If the information required under Sections VI, VIII, X, and XI above has been previously submitted, it need not be duplicated and resubmitted. Please show the date and circumsta of the carlier submittal. Test data and copies of logs for the proposed injection wel have been previously submitted upon initial completion of same.	tance
DISTRIBUTION: Uriginal and one copy to Santa Fe with one copy to the appropriate Division	ion

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INJECTION VELL DATA SHEET

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11 Wells: 2 3/8" tubing lined with "Freecom" coating (Teflon material). 2 3/8" tubing lined with "Freecom" coating (Teflon material). Baker Model "D" packer set approximately 50' above perfs. Injection Formation: Penrose Sand member of Queen Formation Field: Red Lake Queen Grayburg, East All Wells are existing producers which will be converted to injection. No other zones have been perforated. There are no known overlying and/or underlying oil or gas zones.

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SHEET
VELL DATA
INJECTION

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36" # 6
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Beach Br N. M. St 1986' Et 36, 16S
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## TYPICAL SCHEMATIC

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yTagged 318' 300. 11"		175 1311' byCalculated	Approx. Packer depth1728'	- Perforations1778'- 1824'
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Surface		1564'	1766'	

//l Wells: 2 3/8" tubing lined with "Freecom" coating (Teflon material). Baker Model "D" packer set approximately 50' above perfs. Injection Formation: Penrose Sand member of Queen Formation Field: Red Lake Queen Grayburg, East All Wells are existing producers which will be converted to injection. No other zones have been perforated. There are no 'nown overlying and/or underlying oil or gas zones.

# INJECTION VELL DATA SHEET

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 Operator
 Harken 0 & G

 Decator
 Beach Expl

 Lease & Well #
 Allen Federal # 1

 Location
 860' fnl & 660' fel

 Location
 29E

 Sec., Twm., Rge
 25, 16S, 28E

## TYPICAL SCHEMATIC

GL Elevation.       3653'	
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All Wells:

2 3/8" tubing lined with "Preecom" coating (Teflon material). Baker Model "D" packer set approximately 50' above perfs. Injection Formation: Penrose Sand member of Queen Formation Field: Red Lake Queen Grayburg, East All Vells are existing producers which will be converted to injection. Mo other zones have been perforated. There are no known overlying and/or underlying oil or gas zones.

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PROPOSED RED LAKE UNIT OUTLINE

A PROPOSED INJECTION WELL

AREA OF REVIEW

Scale: 1"= 4000'

RED LAKE UNIT EDAY COUNTY, NEW NEXICO NELLS UITHIN "AREA OF REVIEW"

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/ 00004100	I FASE & NELL NUMBER	TYPE	DRILLED	LOCATION	N SEC. TUN.	VIN. ROE.	CASING RECORDS	PERFS	£	INITIAL TREATMENT	01L Bbi./da	01L WATER Bbl./day Bbl./day	GOR SCF/Bb1.
		646	497 F	1011110 1 1001100	ĸ	165 786	8 5/8 8301 u/250 SIS.	1609"-34"	1690	A/500		CADF 2009 NCFPD	9 NCFPD
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DEACH EIPLORATION	HINKLE STATE #1	110	6/80	660°FSL & 2287°FWL	25 1	165 20E	8 5/8-8325' v/150 SIS	196-11291	SELT	V/200	6		98,000
		â		000 1ENI 1 1240 EEI	×	160 200	4 1/2"01731" v/125 515. 8 5/8"0277" u/200 515	16427-547	1700'	F/20,000 6AL5+20,0008 A/500	14	0	402
/BEACH EXPLORATION	HERKLE STATE FZ		11/ 00	330 LWP & 1876 LEP			4 1/2"01694" v/250 STS			F/20,000 GALS+24,5008			1
BEACH EXPLORATION	HINKLE STATE "A" 41	011	18/6	2310'FSL & 2310'FEL	1 %	165 20E	8 5/8"4360" W/185 516.	1762-1009'	1993	A/300 F/20,000 AAI 5+8,8004	<b>ç</b>		833
Lesse cru mitter	I ATUAN STATE AL	110	5490	23101518 1 22871FW	13	165 20E	112 1100 W/200 515.	15781-951	1999]	V/200	33	-9	413
CALL EASTIMALLIN			1				4 1/2"01867' 4/150 SIS.	190-1001	16641	F/20,000 GALS+20,000\$	Ē	ų	212
BEACH EXPLORATION	N.H. STATE "35" \$1		61/6	660'FNL \$ 660'FEL	8	165 28E	8 3/8-0244' V/130 315. 4 1/2-01650' v/300 515.	.csnqc1		F/20,000 GALS+20,000\$	10	9	20
BEACH EXPLORATION	N.N. STATE "36" \$1	<b>BAS</b>	11/78	1980'FNL & 1980'FNL	36	165 20E	8 5/8"8346' 4/125 SIS.	16641-741	7322'	A/500		CADF 700 NCFPD	O NCFPD
	CE 13CE 12TE N	Ĩ	9718	940'FNI & 2292'FFL	36 1	16S 28E	4 1/2"#2222" W/204 515. 8 5/8"#328' w/100 5XS.	1802'-56'	18657	1112,000 BALATIS,2005 A/500		CADF 734 NCFPD	A NCFPD
BEAUN EAFLUKARIUN	N.N. JINIC JO 14	;		Į			4 1/2"01885" v/150 SXS.			F/15,000 GALS+15,0004	•	•	
BEACH EXPLORATION	N.H. STATE "36" \$3	<b>0</b> IF	1/80	1980'FNL & 990'FNL	36	165 28E	8 5/8"8356' v/150 SIS.	1618'-72'	122/1	A/500 F/20.000 BALS+16.5006	7	~	5
BEACH ETON MOATTON	M N. CTATE "36" 84	011	2/80	660'FNL & 1980'FUL	36	165 28E	8 5/8-6225' v/1/0 515.	16561-751	1757	002/1	12		1760
BERNII CALLURAI I UN		ļ	1				.*		10001	F/15,000 GALS+15,0004	·	-	
BEACH EXPLORATION	M.M. STATE "36" #5	011	3/82	1986'FNL & 1983'FEL	8	16S 20E	E 8 3/8"0318" V/300 515. 4 1/2"01002" v/175 515.	4791-R//I	.7981	A/1,000 GALS+20.5008	ø	4	<b>N 1 1</b>
BEACH EXPLORATION	N.M. STATE "36" 46	110	2/81	330'FNL & 981'FEL	36	165 28E	8 5/8"232" v/150 515.	1814*-25*	1300'	A/500	89	-	1482
		i	-				4 1/2"81898' v/175 515.	102-10231	16781	F/Z0,000 GALS+Z0,000€	~	e	TSTN
BLANCO ENGINEERING	CAL-MON STATE #1	מנו	10/87	Z310'FRL & DIZ'FNL	2		4 1/2"01658" v/100 515.	OPEN HOLE			-	•	
BLANCO ENGINEERING	CAL-HON STATE #2	110	4/88	2260'FSL & 512'FNL	19 1	165 29E		1719' -33'	1804	¥	Ş	0	1151
TEO ENTEDDOTEEO	ALLEN CENEDAL BL	011	6/82	860'FNL & 660'FEL	រ	165 20E	8 5/8-2348' v/225 SIS.	1687-1707'	2293'	A/5,000	17	53	3372
ALE CHIENTALS		•	1				5 1/2" 2293' v/850 SIS.			F/7, 900 GALS+77, 0008	i	•	Ĩ
EASTLAND DIL	MAX-FEDERAL #1	110	3/82	2310'FSL & 330'FWL	8	165 296	8 5/8"82779" v/300 515. 4 1/2"82494" v/350 515.	1842' -83'	76007	V/1*000	7	5	478
EASTLAND OIL	NAX-FEDERAL #3	0IL	6/86	2310'FML & 330'FML	30	16S 29E	8 5/8*12965* u/200 SIS.	1828' - 38'	1900	A/250	12	0	623
	01111 1011 11	ĩ	13/86	CONTEN & 1900/FEL	24	163 28E	4 1/2"81900" V/423 545. 8 5/8"8327" V/250 SIS.	166-12821	2250'	A/1,000	10	2	6500
SPECTIRUM /	SIAIL -24- 81	הזר	00/71				5 1/2"E1740" w/190 SIS.			F/25,000 GALS+38,000			
SPECTRUM 7	STATE "24" #2	<b>0</b> 11	4/87	430'FSL & 330'FEL	24	165 20E	8 5/8-6333' u/220 515.	1673' -89'	1780'	A/750 F/30.000 GAI 5+51.0008	Ħ	<b>w</b> 73	[368
SPECTRUN 7	STATE "24" #3	011	18/1	1653'FSL & 330'FEL	*	16S 29E	* 00	1636°-46°	1770'	0 <u>6</u> //Y	3	89	827
TBIEC TOUN U	CRUSEDIMICAT &(	110	3/80	660'FSL & 1980'FEL	2	165 28E	4 00	1779-1804	1838'	r/sv, vuu anlatal, uuut NR	57	Ж	С¥
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FORM C-108, SECTION VI

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A/1,000 5.22,000 51 5110 2005	r/ 20,000 541310,000	F/20,000 GAL5+18,0008	¥	A/1,200	F/20,000 GALS+18,0008	F/20,000 GALS+31,5008	A/1,000	F/22,000 GALS+32,000 <del>0</del> A/1.000	F/17,000 GALS+38,5008	A/500 F/11.000 6ALS+16.0006	A/1,500	r/28,000 MAL3+39,6404 A/1500	F/34,000 GALS+47,5005	A/1,250 F/40 000 EU 5470.0008	V/260	F/30,000 GALS+30,000\$	A/1,500 F/20.000 BALS+42.0008	A/1,000	F/20,000 GALS+48,0008 F/13 700 611 6405 0008	r/to,/vv untartoustous	F/35,700 BALS+150,000#	F/25, 500 GALS.	F/30,000 GALS+140,0008	F/36,000 GALS+81,000\$	X	A/1,000	F/42,500#	NONE	¥	NONE	A/1,000	
1923'	1750'		1830'	1898'	10010	M17	1775'	19741		19001	1916'	1853'		<b>, 87.6</b> ]	130'		10,538'	2410'	10731	. A/91	1680'	1700'	1701'	1674'	2659'	16147		2780'	2605'	23867	3520'	
1814'-30'	1642'-60'		18167-387	1800'-40'	1001-001	.66	1629' -43'	17341-461	1	1785'-95'	1704-1814*	1773'-89'		1908, -14,	18121-201		1828' - 44'	1836° - 46°	136 1361	.020701	1631'-43'	1650' -58'	1653' -66'	1631'-37'	¥	1544'-80'		¥	ž	NONE	1 <b>87</b> 6° -82'	
B 5/8*8332' v/1000 SIS.	4 1/2"819ZV" V/100 515. B 5/8"8324" v/100 8IS.		8 5/8*8324' v/100 5X5. 4 1/2*81890' v/100 5X5.		4 1/2"@1898' w/1,000SIS.	8 3/8-8202' W/100 343- 4 1/2-81871' w/190 SIS.		5  /2'4 775' 4/350 SIS. a s/a*e>an 4/175 SYS.	5 1/2"01972' v/1,0005XS.	8 5/8*#288' v/175 SIS.	8 5/8-6302' v/200 SIS.	5 1/2-01916' w/2/0 515. B 5/8-0285' w/175 515.		8 5/8"\$304' 4/200 \$15.	E Starazz' "//20 212.		13 3/8"€329' V/800 SIS. • 4/0"87510' 4/1650 SYS.		4 1/2"22410" v/480 SXS.	/*@142/* 5 1/2*@1668' v/100 SXS.		8 5/8-8349' v/100 SIS.	4 1/2"81700" 4/100 515. 8 5/8"8348" 4/100 515.	5 1/2"@1700 w/100 SIS. 5 1/2"@1663' w/100 SIS.	8 5/8" e422"	8 5/8"8793" u/250 SYS.	4 1/2" B1614' u/150 SIS.	8 5/8*8326' v/145 515. 7*81452' v/18 5X5.	10 3/4 6358' v/25 515.	ž	8 5/8*2231* 8/200 SIS.	
206	2 Z Z Z Z		3	5 20E		×.	S 29E	2 0 2		S 29E	S 29E	300		S 296	3		S 29E	S 29E		29	S 28E	5 20E	S 28E	S 28E	5 20E	c 285		S 28E	S 20E	S 28E	S 29E	
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330'FSL & 990'FEL	2310'FNL & 1980'FEL		1650'FSL & 990'FEL	2310'FWL & 660'FEL		660'FNL & 3300'FEL	990'FNL & 421'FHL	101(CC0) 1 101(CC0)	181.007 \$ TML.477	790'FSL & 1174'FWL	2310'FSL & 2310'FEL	730/661 F 330/681		990'FNL & 330'FNL	GANFW & 1305'FW		1980'FNL & 1175'FHL	2310'FSL & 1176'FWL		660'FSL & 660'FWL	1980'FSL & 660'FWL	660'FSL & 1980'FUL	1860'FSL & 1980'FWL	1380'FNL & 660'FEL	660'FSL & 1980'FEL	CEATER & 3301 FEI	000. L 3F & 39A L FF	2310'FNL & 990'FWL	2310'FNL & FEL	260'FNL & 660'FEL	1980'FSL & 1980'FEL	
7/81	9/81		12/81	1/82		58/8	12/85	10,00	C9/11	10/85	2/82	12/85	2	11/86	5/63		2/81	8/87		9/29	11/59	12/39	1/60	8/28	121		70/6	12/86	11/40	3/61	5/80	
110	011	•	110	OIL		10	0114	i	ULL ULL	011	€TIO	10		DRY+			<b>GAS</b>	DRYe		10	110	) OIL	סור	011			<b>NK1</b>	¥/1	DRY≠	DRY+	DRY +	
H. GOVERNMENT #3		1	H. SUVERNMENT #5	H. GOVERNMENT 46	_	L BIG-NAC FEDERAL #1	L CAL-HON STATE &1		EUR N E W PEDEKAL #1	EUN 7-UP FEDERAL 41	RLG EXXON-FEDERAL #1-ERL	ATTAU REDCO STATE 41		LG. MAX-FEDERAL #2	cita conscan 400 65	-	RYAN FEDERAL #1	RLG. MAX-FEDERAL 44		TSON EAST RED LAKE UNIT-TR.#1	TSON EAST RED LAKE UNIT-TR.#2	TSON EAST RED LAKE UNIT-TR. #3					14 LEVERAL PL	KERTALAN FEDERAL II	STATE 24 M	TSDW/ KEMPER-STATE 02	Errow FEDERAL 42 Re-Aug	-
HAR RIGE, JOHN H.	<b>)</b>	ale music	TRIGG, JOHN H.			ARCLEILAN DIL	NCCLELLAN DIL		HAILE PETROLEUR	WALLE PETROLEUM	POOL, FRED DRLG	A LOU FURNING	SEALA EXPLUSION	POOL, FRED DRLG.	VATER BETBOLEIM		EXTAN	FOOL. FRED DRLG.		KINCAID & MATSON	KINCAID & WATSON	KINCAID & MATSON	KINCATD & MATSON	VINCATA & MATSON			BENCH, N.N.		AND INTIMOLE	X Y KINCAID & NATSDY	W MORDILCO	
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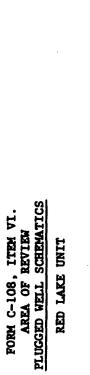
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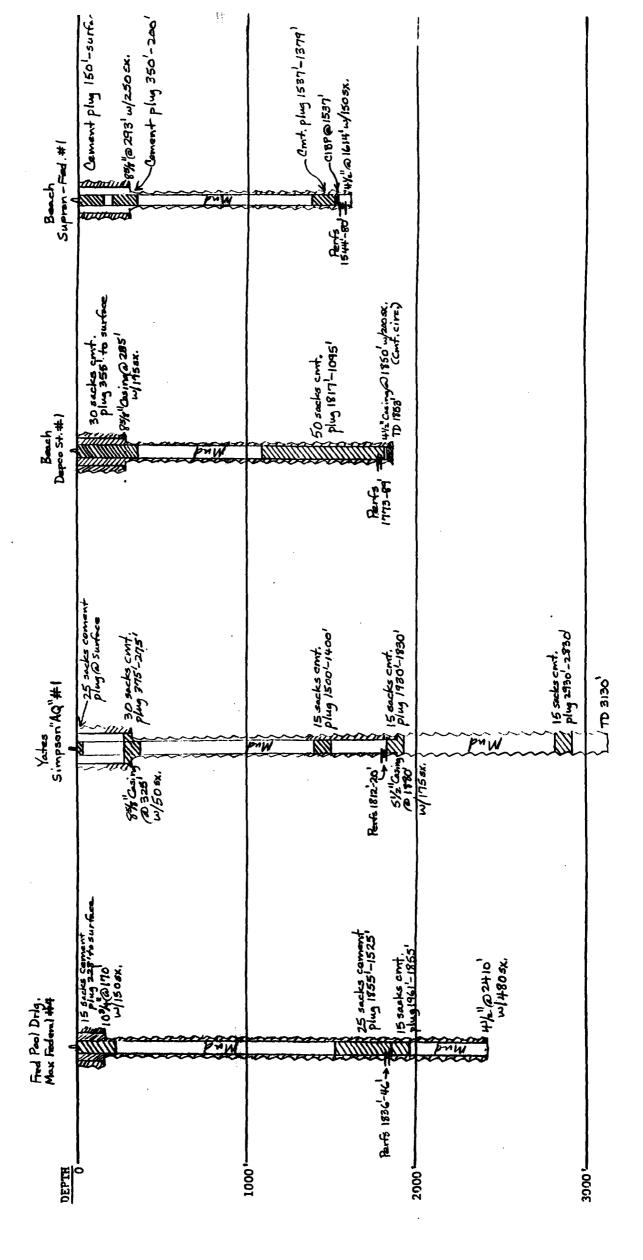
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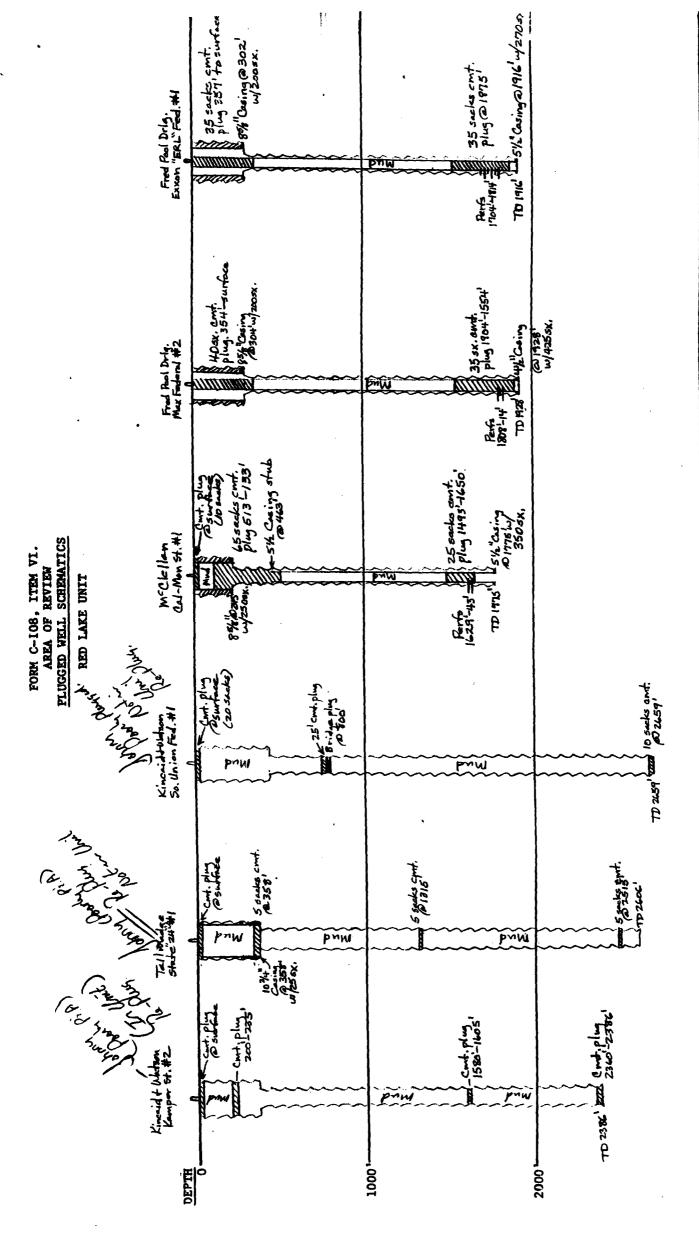
FORM C-108, SECTION VI

Plugged and Abandoned
 NR - None reported

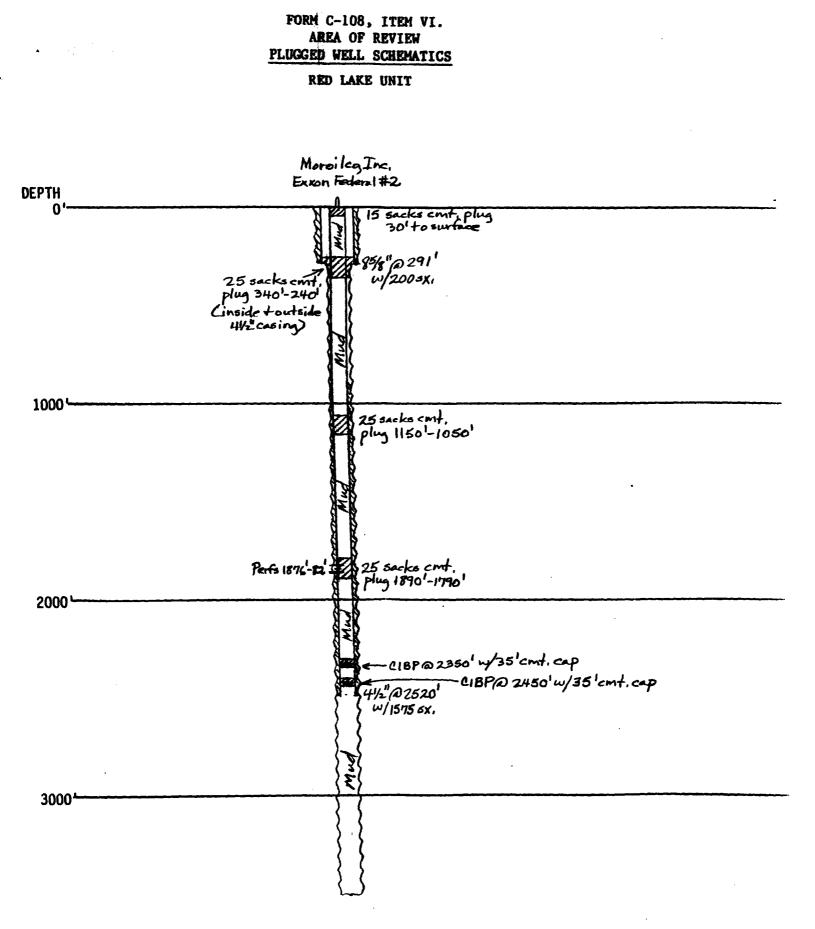


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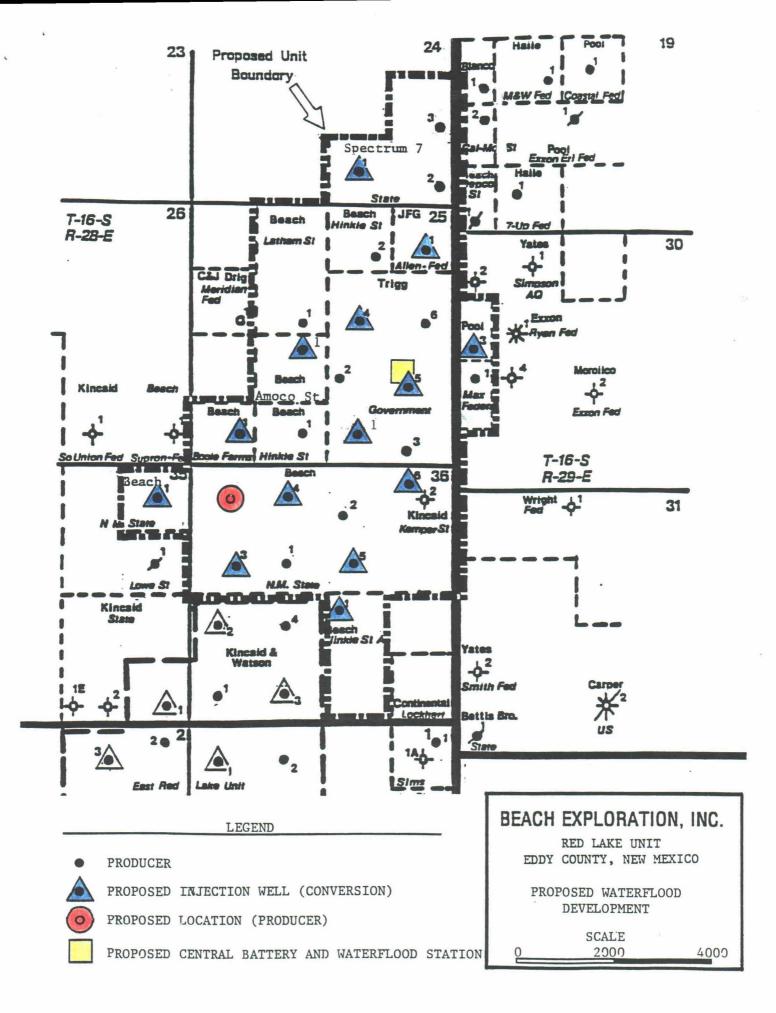


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### Form C-108, Section VII Data on Proposed Operation Red Lake Unit Eddy County, New Mexico

### Type of operation:

The project will be a waterflood operation with 14 injection wells and 12 production wells as shown on the attached plat "Proposed Waterflood Development".

#### Proposed Rates of Injection

Average daily rate expected - 150 BW per well X 14 Wells=2100 BWPD Maximum daily rate in any well - 250 BWPD

#### System - Open or Closed

The injection system will be closed.

### Proposed Injection Pressure

Expected average injection pressure - 1,000 psig Proposed maximum injection pressure - 1,500 psig\*

\*Other Penrose Sand waterfloods near the proposed unit, including the Kincaid & Watson - E. Red Lake Unit, the Armstrong Energy - High Lonesome Penrose Unit, and the Armstrong Energy -E. High Lonesome Penrose Sand Unit, have operated at pressures up to 1,225 psig and have been successful projects.

Many other Penrose Sand waterflood projects are in operation in this district, and all are injecting at maximum pressures of 1400 psi to 1850 psi. Examples of this are the Anadarko-Langlie Mattix Penrose Sand Unit (Pressures to 1850 psi), the Skelly -Penrose "A" Unit (Pressures to 1650 psi), and the Skelly -Penrose "B" Unit (Pressures to 1700 psi). The Penrose sand in the proposed Red Lake Unit is in some cases a fairly tight sand and may require this magnitude of pressure to inject adequate quantities of water to be a viable project. Although it is advisable to limit injection pressures to reasonable ranges, a gradient of 0.2 psi per foot of depth is in no way a reasonable pressure limit for this formation and could threaten its success. In some cases, in tight wells (edge wells or wells with poor pay development), pressures in excess of the fracture gradient are required to inject adequate volumes of water to effectively flood the nearby pay. This results in conservation by increased recovery (not waste).

An injection pressure limit of 1500 psi should allow enough latitude for an effective flood in this unit, and Beach Exploration hereby requests same. Effective flooding will recover the maximum amount of reserves and prevent waste, and this is in our best interest as well as the interests of the other owners and the State of New Mexico.

### Sources of Injection Fluid

All produced water will re re-injected, and the necessary make-up water will be purchased from the City of Carlsbad Double Eagle system. No other known sources are available for make-up water in this area. Attached is a copy of the water analysis of the Double Eagle system water. This source has been proven to be compatible with the Penrose formation by its successful use in many projects in this area, including the Kincaid & Watson - East Red Lake Unit, which offsets the propsed Red Lake Unit to the South and shares the same Penrose reservoir.

# RED LAKE UNIT

# PLAN OF DEVELOPMENT

Project	Estimated Completion Date
Application for Waterflood Injection	12/13/90
Hearing for Unitization - Oil Conservation Division	1/10/91
Approval of Unit and Waterflood by O.C.D.	2/1/90
Begin Installation of Waterflood	3/1/90
Convert 15 Wells to injection	4/1/90
Consolidate to a central battery	5/1/90
Install Injection Plant and Flowlines	5/15/90
Drill and complete Producer	6/1/90
Begin Injection	6/1/90

HALLIBURTON DIVISION LABOI	RÅ	TORY	
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## HALLIBURTON SERVICES

## ARTESIA DISTRICT

# LABORATORY REPORT

No. W685, W686, & W687.

TO Beach Explor	ation		Da	te December	4, 1990
P. O. Box 36 Midland, TX			Person nor a copy thereof. The express, which appro- used in the course of regula	of Heliburton Services and n s to be authorised or declased at all laboratory management i buartess operations by any pr g tech report from Heliburtor	without ling securing , it may however, be aron or concern and
Submitted by			Date Rec	December 4,	1990
Well No		_Depth	Fo	rastion	
Field		_County	So	urce	
	(CITY OF CARLSBAD) DOUBLE EAGLE WATER	(WAT BOG	ER WELL # 1) SLE MILL #1	(WATER WE	LL # 2) LL #2
Resistivity	12.55 @ 70°	3.	41 @ 70°	12.55 @	70°
Specific Gravity	1.0011 @ 70°	1.	002 @ 70°	1.0011	@ 70°
рН	8.1	7.	6	7.7	
Calcium	1,571	1.,	675 -	1,152	
Magnesium	508		762	889	
Chlorides	300	,	000	300	
Sulfates	Small	He	avy	Heavy	
Bicarbonates	214		214	214	
Soluble Iron	0		0	0	
				<del></del>	
	<b></b>				
Remarks:					

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Respectfully submitted

Analyst: Eric Jacobson - Field Engineer

HALLIBURTON SERVICES

NOTICE:

This report is for information only and the content is limited to the sample described. Halliburion makes no warranties express or implied, as to the accuracy of the content or require the termine termine.

#### <u>Geological Data</u> Red Lake Unit Eddy County, New Mexico

Red Lake East (Queen) sand production is a result of entrapment within an offshore sand bar which trends northeast southwest.

The production member is call Penrose and vertically located as a lower member of the Queen section. The pay sand is generally fine grained to medium grained, well sorted, and rounded to sub rounded quartz sand.

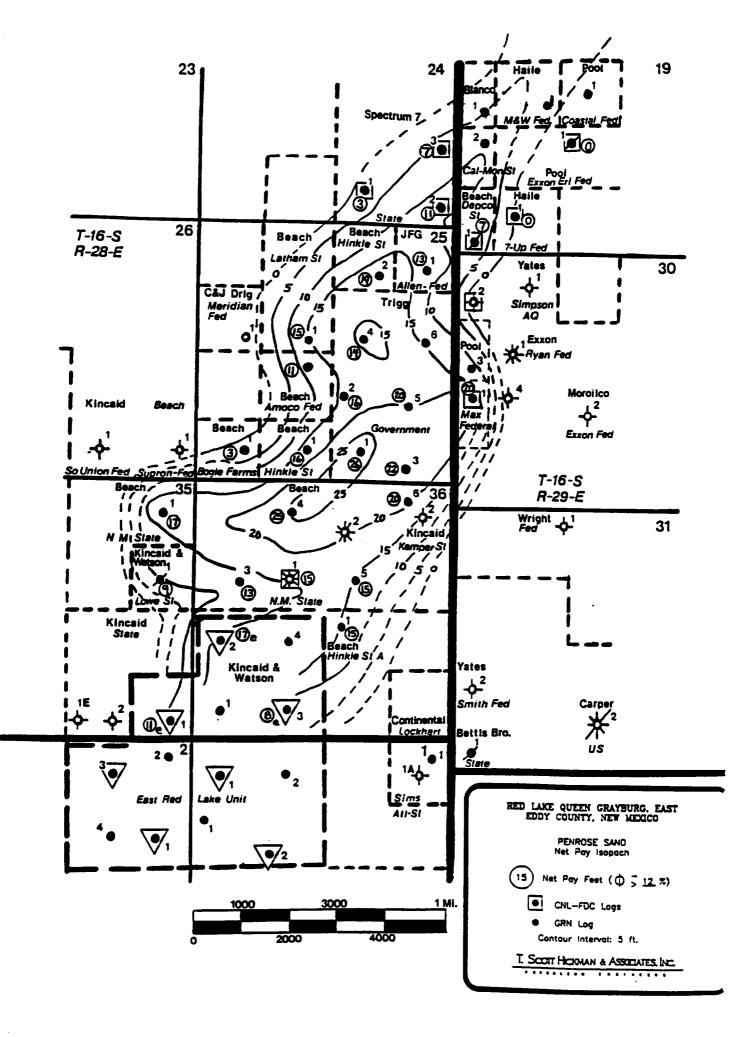
Porosity averages from 12 to 18% with some zones calculating as high as 22%. The sand thickness ranges from 12 feet on the flanks of the field to approximately 26 feet near the apex or center of the reservoir. Please refer to the attached "Penrose Sand - Net Pay Isopach", which show the net pay in the unit area.

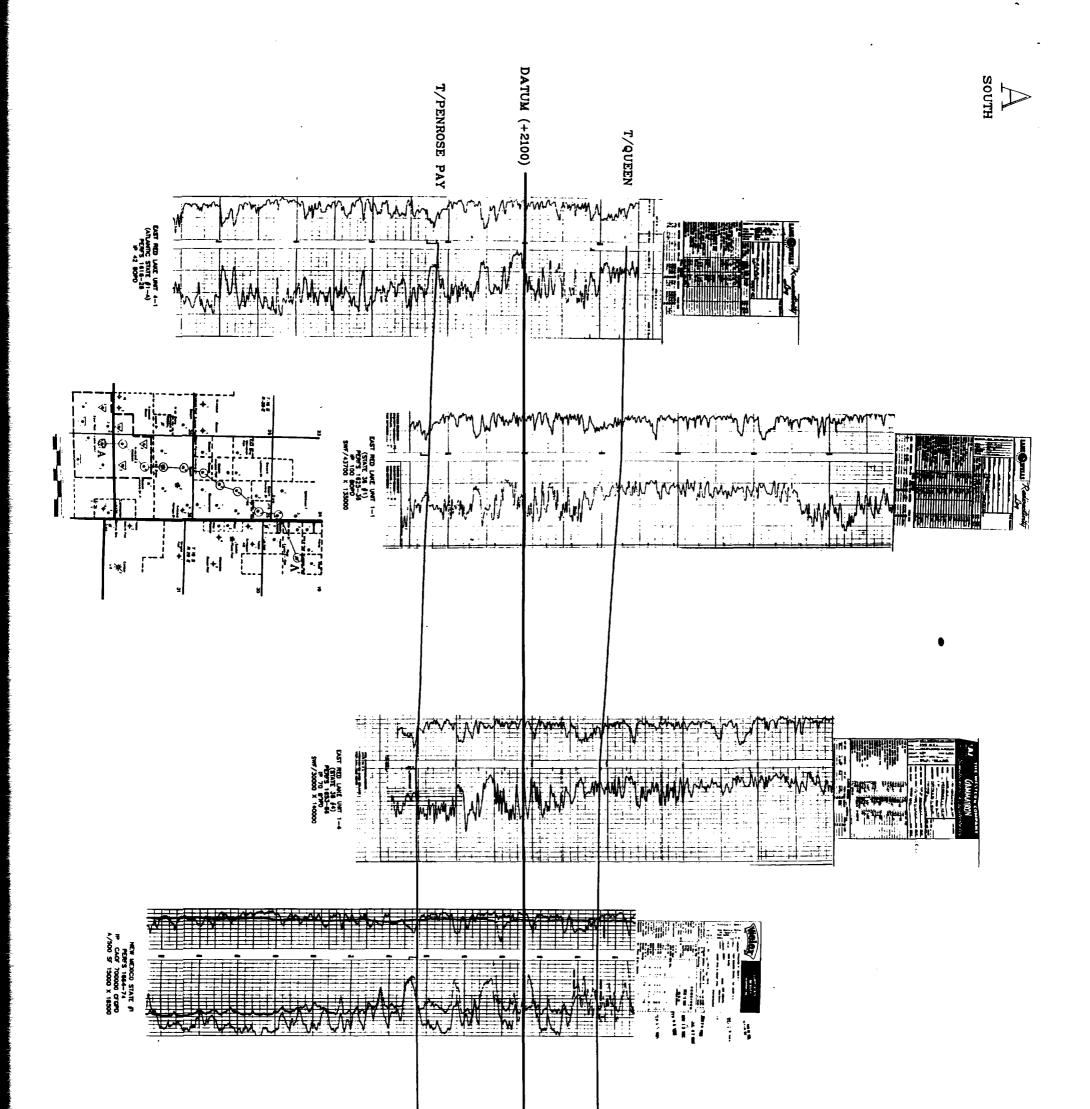
The reservoir is the result of stratigraphic entrapment within a clean lens of sand which facies into a red, shaley sand down dip and becomes tighter up dip as the section becomes more anhydritic and salt filled.

The top of the Penrose pay occurs from 1874' to 2016' above sea level within the proposed unit area. Surface elevations vary considerably within the unit area due to topography, and vertical depths to the Penrose occur from 1537' to 1828' as a result. The attached structure map shows that the Penrose dips in a westerly direction.

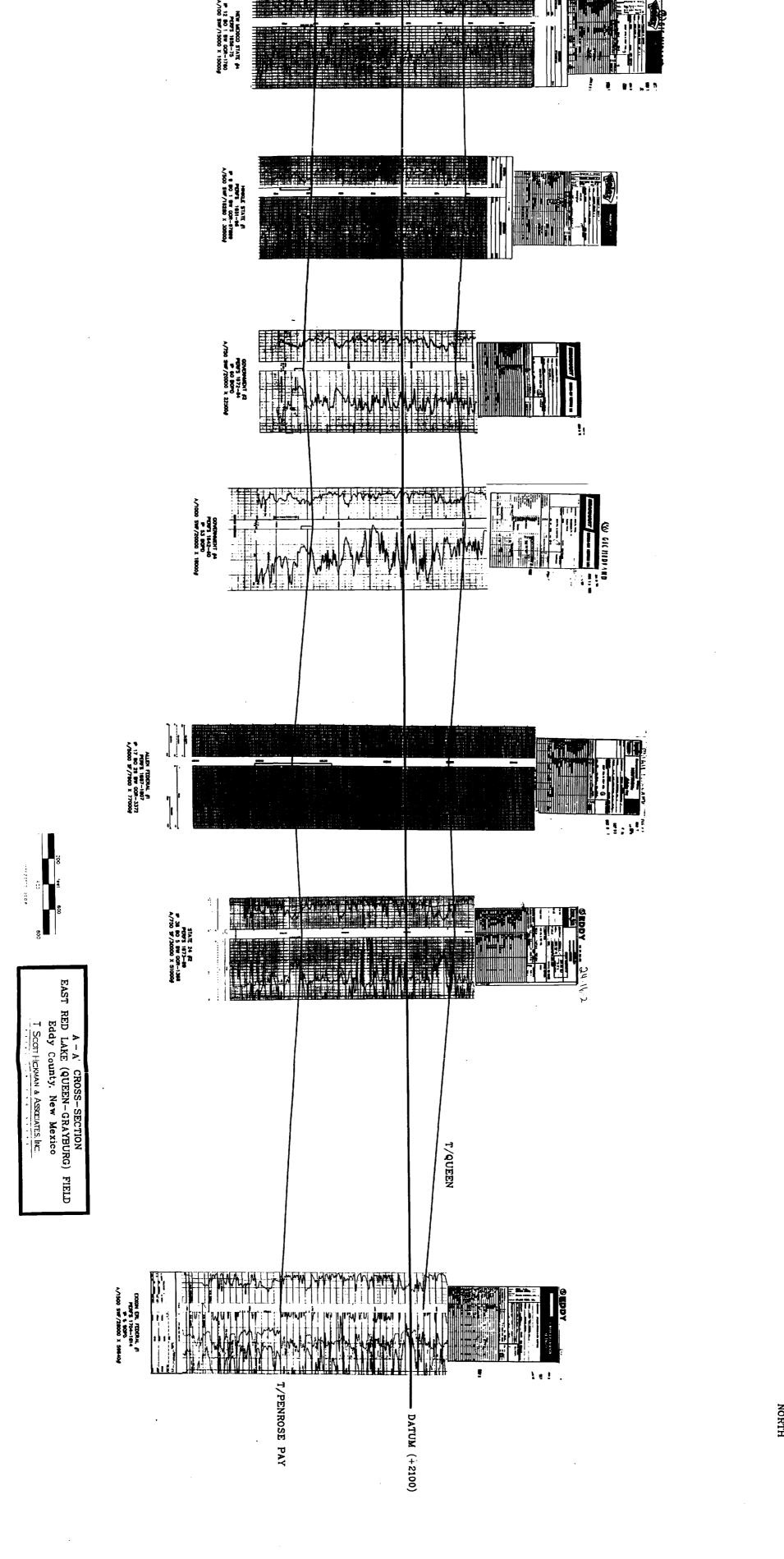
Continuity of the Penrose pay within the proposed unit area is shown by the attached cross sections A-A' and B-B'.

The base of the only known source of fresh water, which is the Triassic Sand, occurs at an approximate depth of 75' (in the wells with the lower elevations). There are no known sources of fresh water below the Penrose.

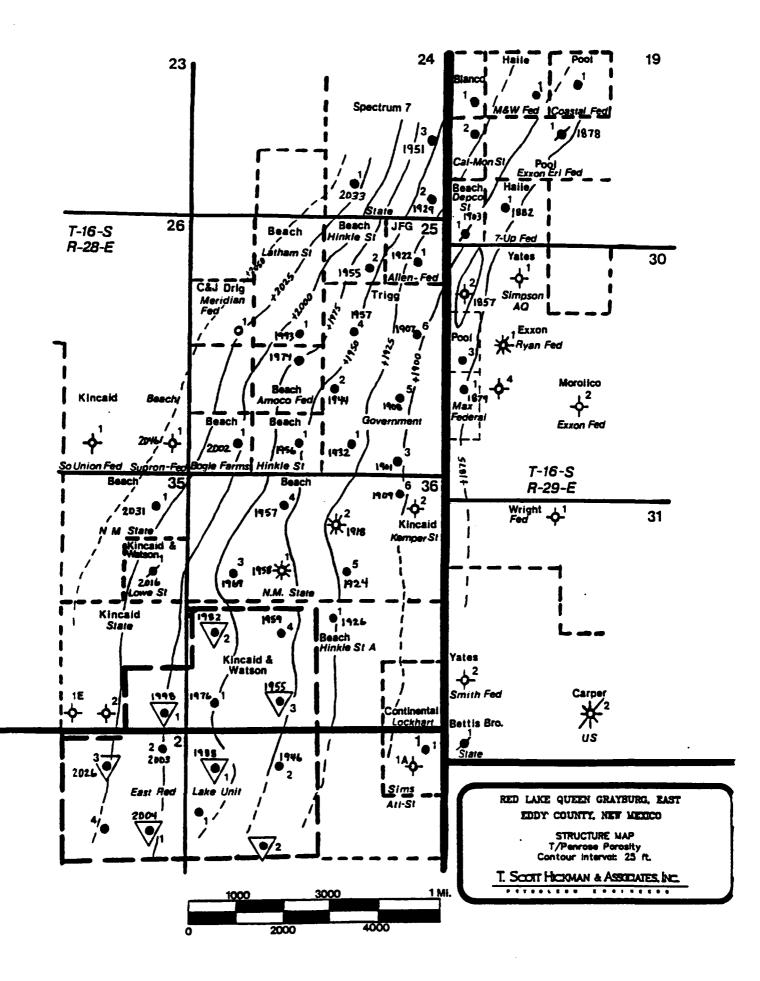


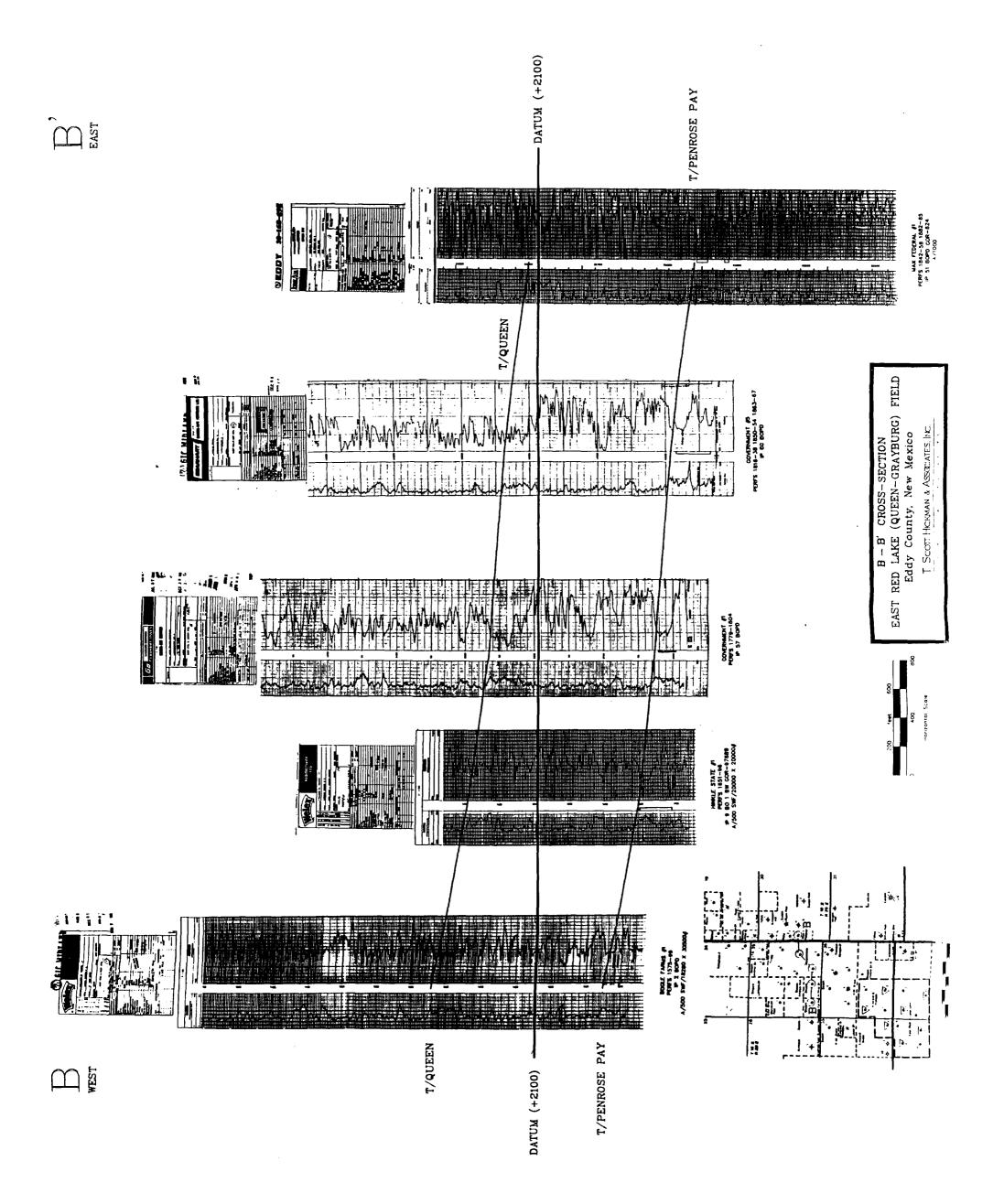


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- PROPOSED RED LAKE UNIT OUTLINE

A PROPOSED INJECTION WELL

• FRESH WATER WELLS WITHIN ONE MILE OF PROPOSED INJECTION WELLS

BEACH EXPLORATION, INC. PROPOSED RED LAKE UNIT RED LAKE QUEEN-GRAYBURG, EAST EDDY COUNTY, NEW MEXICO

FRESH WATER WELLS WITHIN ONE MILE

Scale: 1"= 4000' 12-10-90

### HALLIBURTON DIVISION LABORATORY

HALLIBURTON SERVICES

### ARTESIA DISTRICT

#### LABORATORY REPORT

No. W685, W686, & W687.

TO Beach Explor	ation		De	<b>te</b> December 4, 1990
P. O. Box 36	69		The report a the property	of Haliburton Services and number 4 nor any part
Midland, TX	79701		Bareat, nor a copy thereat in the express whilen approvi used in the course of regular	8 to be published or opercoved without bird securing all of leboratory managements, it may however, be ibueness operations by any person or concern and is such report from Haliburton Services
Submitted by			Date Rec	December 4, 1990
Well No		_Depth	Fo	rmation
Field		_County	So	urce
	(CITY OF CARLSBAD) DOUBLE EAGLE WATER	(WATE	R WELL # 1) E MILL #1	(WATER WELL # 2) MILL #2
Resistivity	12.55 @ 70°	3.4	1 @ 70°	12.55 @ 70°
Specific Gravity	1.0011 @ 70°	1.0	02 @ 70°	1.0011 @ 70°
рН	8.1	7.6		7.7
Calcium	1,571	1,6	75	1,152
Magnesium	508	7	62	889
Chlorides	300	1,0	00	300
Sulfates	Small	Hea	vv	Heavy
Bicarbonates	214	2	14	214
Soluble Iron	00		0	0
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Remarks:

Respectfully submitted

Analyst: Eric Jacobson - Field Engineer

HALLIBURTON SERVICES

## WATER ANALYSIS REPORT


Well	S : MIDLAND TX 79701 : STATE 36	Date Date Sampled Analysis No.	: N/A	
	ANALYSIS	mg∕L		* meq∕L
1. 2. 3. 4. 5. 6. 7. 8. 9. 10.	pH 6.4 H2S N/A Specific Gravity 1.180 Total Dissolved Solids Suspended Solids Dissolved Oxygen Dissolved CO2 Oil In Water Phenolphthalein Alkalinity (C Methyl Orange Alkalinity (CaC			
13. 14. 15. 16. 17. 18. 19.	Bicarbonate Chloride Sulfate Calcium Magnesium Sodium (calculated) Iron Barium Strontium Total Hardness (CaCO3)	HCO3       366.0         Cl       134403.0         SO4       2000.0         Ca       3240.0         Mg       7774.4         Na       69836.9         Fe       0.0         Ba       0.0         Sr       0.0         40100.0       0		6.0 3791.3 41.6 161.7 639.6 3037.7

## PROBABLE MINERAL COMPOSITION

		-		
*milli equivalents per Liter	Compound	Equiv wt	X meq/L	= mg/L
++ ++				
162: *Ca < *HCO3 : 6:	Ca(HCO3)2	81.0	6.0	486
· / / / / / /	CaSO4	68.1	41.6	2835
: 640: *Mg> *SO4 : 42:	CaC12	55.5	114.0	6327
!	Mg(HCO3)2	73.2		
: 3038: <b>*Na</b> > <b>*</b> Cl : 3791:	MgSO4	60.2		
++	MgC12	47.6	639.6	30448
Saturation Values Dist. Water 20 C	NaHCO3	84.0		
CaCO3 13 mg/L	Na2S04	71.0		
CaSO4 * 2H2O 2090 mg/L BaSO4 2.4 mg/L	NaCl	58.4	3037.7	177524

REMARKS:

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Petrolite Oilfield Chemicals Group

Respectfully submitted, LEE MALLETT

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Exhibit "K"

SENDER: Complete items 1 and 2 when additional se 3 and 4.	
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(Extra charge) 3. Article Addressed to:	(Extra charge) 4. Article Number
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	Type of Service:
P.O. Bay 841521	Certified COD
Dallas, Juxar 15284	Li Express Mail Li forthin hocardise
Macina;	or agent and DATE DELIVERED.
5. Signature - Address	8. Addressee's Address (ONLY if requested and fee paid)
X 6. Signsture - Kgeny / / / /	
x C. Catterson	JAN - 2 1990
7. Date of Delivery	
8 Form 3811, Mar. 1988 + U.S.G.P.O. 1968-212-	868 DOMESTIC RETURN RECEIPT
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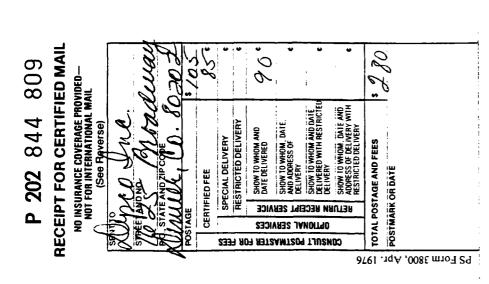
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 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional service(s) requested.
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 2. Restricted Delivery (Extra charge) 3. Article Addressed to: Article Number Mollillan Oil Camp. P. D. Drawer 730 1 2 84 Y Type of Service: 🔲 Insured Registered Certified COD Corrivell, n.m. 887 Express Mail Return Receipt for Merchandise SVIELL ways obtain signature of address gent and DATE DELIVERED 5. Signature - Address ddressee's Address (ONLY if DEC vested and fee paid) Х 6. Signature Agent 6 J 19ÿn Date of Deliver Wan (1) PS Form 3811, Mar. 1988 \* U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional service(s) requested.
 1. Show to whom delivered, date, and addressee's address.
 2. Restricted Delivery (Extra charge) 3. Article Addressed to: Article Number 2020 Haile Petroleum nge ΨÇ Type of Service: 813 South Koselaun Certified artina, n. m 88210 Express Mail Return Receipt Always obtain signature of address or agent and DATE DELIVERED. 8. Addressee's Address (ONLY if requested and fee paid) Х 6. Signature + Agent X

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SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. 3 and 4.
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
 1. Show to whom delivered, date, and addressee's address.
 2. Restricted Delivery (Extra charse) 2. C Restricted Delivery (Extra charge) (Extra charge) 3. Article Addressed to: Article Number 196 Condec Type of Service: Perta Driver Thest Insured Registered Return Receipt for Merchandise willand, Oyan 19700 Express Mail Always obtain signature of addressee à or agent and DATE DELIVERED. 8. Addressee's Address (ONLY if 5. Signature - Address requested and fee paid) X 6. Signature - Agent X TOL 7. Date of Delivery 0 4 U.S.G.P.O. 1988-212-865 PS Form 3811, Mar. 1988 DOMESTIC RETURN RECEIPT . ■ SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional services the following services are available. Consult postmaster for fees and check box(se) for additional service(s) requested. 1. □ Show to whom delivered, date, and addressee's address. 2. □ Restricted Delivery (Extra charge) 3. Article Addressed to: **Article Number** 202 844 ale swestment Type of Service: Insured Registered Boy 2002 PO Certified Return Receipt m.m. 88201 Express Meil Roswell. Always obtain signature of addr or agent and DATE DELIVERED. 8. Addressee's Address (ONLY if requested and fee paid) 5. Signature - Address Х 6. Signature - Agent Х poger in 7. Date of Delivery 12-20-91 PS Form 3811, Mar. 1988 \* U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT £ ● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested. 1. □ Show to whom delivered, date, and addressee's address. 2. □ Restricted Delivery (Extra charge) vrticle Number 3. Article Addressed to: incaed & Watson Wilg. 202 . 199 84 Type of Service: Certified Return Receipt Express Mail h M 88211-049 teria! Always obtain signature of addressee or agent and DATE DELIVERED. Signature 8. Addressee's Address (ONLY if 5. - Address requested and fee paid) Х 6, Stgnature Agent 2<u>n</u> Х of D ivery 2 Ž \* U.8.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT PS Form 3811, Mar. 1988 SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4. Put your address in the "RETURN (16") Space on the reverse side. Failure to do this will prevent this card from being returned to you the return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional feed the following services are available. Constitute postmaster-for fees and check box(es) for additional service(s) requested. 1. Show to whom delivered, data, and addressee's address. 2. Bestricted Delivery (Extra charge) Articie Number (Extra charge) 3. Article Addressed to: 2954 84 202 Castland 0 Type of Service: .O. 1204 3488 Registered Insured midland, Outur 19702 Certified Receipt 🔲 Express Mail Return Receipt for Merchandise Always obtain signature of addresses or agent and DATE DELIVERED. 5. Signature - Address 8. Addressee's Address (ONLY if Х requested and fee paid) 6. Signature - Agent C 7. Date of Delivery

 SENDER: Complete Items 1 and 2 when additional services are desired, and complete items 3 and 4.
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional services the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
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 2. Restricted Delivery (Extra charge) items complete Addressee's Address (ONLY requested and fee paid) J. Insured COD Return F DATE DEUVERED Restricted Del (Extra charge) 3. Article Addressed to كاليز Article Number ъ 200 14 80 2 nathers Inc. aignatura desired, Type of Service: Number ŝ N Registered Insured ł 7 Registered Centified Certified Always obtain 5 Return Receipt for Merchandise Express agent and Express Mail 2 Article 16040 las\_ Always obtain signature of addre **services** or agent and DATE DELIVERED. œ. 2 5. Signature Addressee's Address (ONLY if requested and fee paid) - Address 8. X additional 16. ú.₽. 6. Signature Ex. Agent 14 X ŝ 7. of Delive Date 1990 K hen DEC 21 N. M. 82501 P8 Foimi 3811; Mar. 1988 \* U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT į -8 ::8 鵘 Ξ. "RETURN SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items. Sand 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional service(s) requested. 1. Show to whom delivered, date, and addressee's address. (Extra charge)
 (Extra charge) Pered. 200 itema minerther ■ SENDER: Complete iter 3 and 4. Put your address in the "RE coard from being returned to ye to and the defit of delivery. ft for fees and check box(se) ft 1. □ Show to whom delive Article Addressed to: 0 Date of Delivery s. Article Addressed to: Jugg Family Sunt P.O. Bar 520 Roswell, Dular 88202 3. Article Addressed to: Article Number 202 849 802 Signature Signetu Type of Service: 🔲 Insured Registered Certified × ക് Return Receipt for Merchandise Express Mail Always obtain signature of addre or agent and DATE DELIVERED. 5. Signature 8. Addressee's Address (ONLY if Âdd requested and fee paid) X SENDER: Complete items 1 and 2 when acquivers, surveyer the do this will prevent this 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return freezelpt flee will provide you the name of the person delivered to and the date of delivery. For additional frees the following services are available. Consult postmaster for additional services(s) requested.
I. □ Show to whom delivered, date, and addresses's address. 2. □ Restricted Delivery (Euror darge) A. Bigneric X COD Return Re for Merchi (ONLL) 00 7. Date of Insured 8 12 20 ~ 20 Addressee's Address requested and fee paid) DATE DELIVER ٦ PS Form 3811, Mar. 1988 \* U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT aignatura ■ SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested. 1. □ Show to whom delivered, date, and addresses's addresses. 2. □ Restricted Delivery (Extra charge) Service 29X R Registered Certified Alweys obtain Express ! agent and Article 0 Ø. 5 ة ة ة ة 2000 d'r 2 rticle Number 3. Article Addressed to: amundo aper XO 84 BLM P.O. Boy 1397 Roswell, n. m. 8 Partieur Type of Service: 0 Registered 9 Certified Return Receipt Express Mail ANGY obtain signature of addi and DATE DELIVERED. or agen DEG 8. Addressee's Address (ONLY if required and fee paid) 5. Signature - Address 20 C X ļ DEET 6. Signatore - Addres TAN 7 SQ. 7. Date of Delive DOMESTIC RETURN RECEIPT Signature \* U.S.G.P.O. 1988-212-865 PS Form 3811, Mar. 1988 Dete Sigr 00 SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
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1. Show to whom delivered, date, and addresses's address.
2. Restricted Delivery (Extra charge) C ம் × ωX 3. Article Addressed to: 4. Article Number Harms, Inc Type of Service: Registered Certified Express Mail Bax Return Receipt Nter M. M. 88230-0358 Always obtain signature of addresses or agent and DATE DELIVERED. 8. Addressee's Address (ONLY if Signature requested and fee paid) X Date of Delivery 7. 12/20/91)



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**RECEIPT FOR CERTIFIED MAIL** 90° 50 X P 202 844 800 NO INSURANCE COVERAGE PROVIDED--Not for international mail (See Reverse) SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY RESTRICTED DELIVERY SHOW TO WHOM AND Date delivered SPECIAL DELIVERY TOTAL POSTAGE AND FEES POSTMARK OR DATE CERTIFIED FEE MAUUN BELINGN RECEIPT SERVICE OPTIONAL SERVICES CONSULT POSTMASTER FOR FEES PS Form 3800, Арг. 1976