

HINKLE, COX, EATON, COFFIELD & HENSLEY
P.L.L.C.*

ATTORNEYS AT LAW

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

LEWIS C. COX JR. (1924-1993)
CLARENCE E. HINKLE (1901-1985)

OF COUNSEL
O. M. CAL-GUN*, JOE W. WOOD
RICHARD L. CAZZELL*, RAY W. RICHARDS*
L. A. WHITE**

AUSTIN AFFILIATION
HOFFMAN & STEPHENS, P.C.
KENNETH R. HOFFMAN
TOM D. STEPHENS
RONALD C. SCHULTZ, JR.*
JOSE CANO*

JEFFREY S. BAIRD*
THOMAS E. HOOD**
REBECCA NICHOLS JOHNSON
STANLEY K. KOTOVSKY, JR.
H. R. THOMAS
ELLEN S. CASEY
MARGARET CARTER LUDWIG
S. BARRY PAISNER
MARTIN MEYERS
WYATT L. BROOKS**
DAVID M. RUSSELL*
ANDREW J. CLOUTIER
STEPHANIE LANDRY
KIRT E. MOELLING**
DIANE FISHER
JULIE P. NEERKEN
WILLIAM P. SLATTERY
CHRISTOPHER M. MOODY

JAMES A. GILLESPIE
MARGARET R. MCNETT
LISA K. SMITH*
NORMAN D. EWART
DARREN T. GROCE*
MOLLY MCINTOSH
MARCIA B. LINCOLN
SCOTT A. SHUART*
PAUL G. NASON
R. "TREY" ARVIZU, III
AMY C. WRIGHT*
BRADLEY G. BISHOP*
KAROLYN KING NELSON
ELLEN T. LOUDERBOUGH
BARBARA GREGG GLENN
JAMES H. WOOD*

PAUL W. EATON
CONRAD E. COFFIELD
HAROLD L. HENSLEY, JR.
STUART D. SHANOR
ERIC D. LANPHERE
C. D. MARTIN
ROBERT P. TINNIN, JR.
MARSHALL G. MARTIN
MASTON C. COURTNEY**
DON L. PATTERSON**
DOUGLAS L. LUNSFORD
NICHOLAS J. NOEDING
T. CALDER EZZELL, JR.
WILLIAM B. BURFORD*
RICHARD E. OLSON
RICHARD R. WILFONG*
THOMAS J. MCBRIDE
NANCY S. CUSACK
JEFFREY L. FORNACIARI
JEFFREY D. HEWETT
JAMES BRUCE
JERRY F. SHACKELFORD*
JEFFREY W. HELLBERG*
WILLIAM F. COUNTISS**
ALBERT L. PITTS
THOMAS M. HNASKO
JOHN C. CHAMBERS*
GARY D. COMPTON*
W. H. BRIAN, JR.**
RUSSELL J. BAILEY**
CHARLES R. WATSON, JR.**
THOMAS D. HAINES, JR.
GREGORY J. NIBERT
MARK C. DOW
FRED W. SCHWENDIMANN
JAMES M. HJICSON

*REGISTERED IN NEW MEXICO
AS HINKLE, COX, EATON,
COFFIELD & HENSLEY, P.L.L.C., LTD., CO.

*NOT LICENSED IN NEW MEXICO
*FORMERLY COMPRISING THE FIRM OF
CULTON, MORGAN, BRITAIN & WHITE, P.C.

May 23, 1995

RECEIVED

MAY 23 1995

HAND DELIVERY

Florene Davidson
Oil Conservation Division
2040 So. Pacheco Street
Santa Fe, NM 87501

Oil Conservation Division

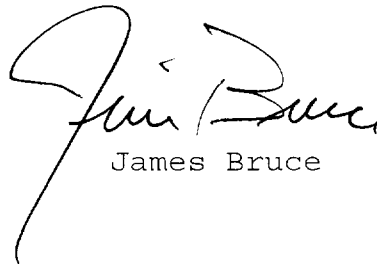
Re: Case Nos. 11,194 and 11,195

Dear Florene:

Enclosed are amended applications in the above cases, together with proposed advertisements. The amendments are required because the name of the operator of the proposed Unit has been changed. Please continue these cases from the June 1 hearing and set them for the June 15, 1995 hearing.

Very truly yours,

HINKLE, COX, EATON, COFFIELD
& HENSLEY, P.L.L.C., Ltd., Co.


James Bruce

Enclosures

JB/sp

RECEIVED

MAY 23 1995

AMENDED ADVERTISEMENT

Oil Conservation Division
Case 11195

Application of Gillespie-Crow, Inc. for statutory unitization, Lea County, New Mexico. Applicant, in the above-styled cause, seeks an order unitizing, for the purpose of establishing a pressure maintenance project, all mineral interests in the designated and Undesignated West Lovington-Strawn Pool underlying its proposed West Lovington Strawn Unit Area encompassing some 1458.95-acres, more or less, of Federal, State, and Fee lands comprising all of Section 33 and the W½ of Section 34, Township 15 South, Range 35 East, a portion of Section 1, Township 16 South, Range 35 East, and a portion of Section 6, Township 16 South, Range 36 East. Among the matters to be considered at the hearing, pursuant to the "New Mexico Statutory Unitization Act," Sections 70-7-1 et. seq., NMSA, will be the necessity of unit operations; the designation of a unit operator; the determination of horizontal and vertical limits of the unit area; the determination of the fair, reasonable and equitable allocation of production and costs of production, including capital investments, to each of the various tracts in the unit area; the determination of credits and changes to be made among the various owners in the unit area of their investment in wells and equipment; and such other matters as may be necessary and appropriate for carrying on efficient unit operations, including, but not necessarily limited to unit voting procedures, selection, removal or substitution of the unit operator, and time of commencement and termination of unit operations. Said unit area is centered approximately 4.5 miles West-Northwest of Lovington, New Mexico.

BEFORE THE NEW MEXICO OIL CONSERVATION DIVISION

APPLICATION OF GILLESPIE-CROW, INC.
FOR STATUTORY UNITIZATION,
LEA COUNTY, NEW MEXICO

No. 11,195

RECEIVED

MAY 23 1995

AMENDED APPLICATION

Oil Conservation Division Gillespie-Crow, Inc. hereby applies for an order approving statutory unitization of the area and formation known as the West Lovington Strawn Unit, Lea County, New Mexico, and approving the Unit Agreement and Unit Operating Agreement for said Unit, and in support thereof, states:

1. Charles B. Gillespie, Jr. filed Case No. 11,195 on December 7, 1994, requesting unitization of 1,458.95 acres of land pursuant to the New Mexico Statutory Unitization Act.

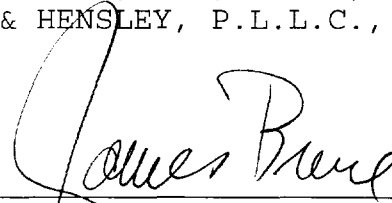
2. The operator of the proposed Unit has been changed to Gillespie-Crow, Inc. Gillespie-Crow, Inc. hereby requests unitization as described in the original application filed herein on December 7, 1994, which is incorporated herein by reference.

3. Copies of the Unit Agreement and Unit Operating Agreement, reflecting the change of operator, are hereby submitted to the Division.

WHEREFORE, Gillespie-Crow, Inc. requests that the Division enter its Order approving the Unit Agreement and Unit Operating Agreement for said Unit, and unitizing said Unit Area in accordance with the Statutory Unitization Act.

Respectfully submitted,

HINKLE, COX, EATON, COFFIELD
& HENSLEY, P.L.L.C., Ltd., Co.

A handwritten signature in cursive script, appearing to read "James Bruce", written over a horizontal line.

James Bruce
Post Office Box 2068
Santa Fe, New Mexico 87504-2068
(505) 982-4554

Attorneys for Gillespie-
Crow, Inc.

UNIT OPERATING AGREEMENT
WEST LOVINGTON STRAWN UNIT AREA
LEA COUNTY, NEW MEXICO

UNIT OPERATING AGREEMENT
WEST LOVINGTON STRAWN UNIT AREA
LEA COUNTY, NEW MEXICO

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
Preliminary Recitals	1
ARTICLE 1 CONFIRMATION OF UNIT AGREEMENT	
1.1 Confirmation of Unit Agreement.	1
ARTICLE 2 EXHIBITS	
2.1 Exhibits.	2
2.1.1 Exhibits "A", "B", and "C"; Reference to Unit Agreement	2
2.1.2 Exhibit "D"; Summary of Working Interests	2
2.1.3 Exhibit "E"; Insurance Provisions	2
2.1.4 Exhibit "F"; Accounting Procedure	2
2.1.5 Exhibit "G"; Certificate of Compliance.	2
2.1.6 Exhibit "H"; Gas Balancing Agreement.	2
2.2 Revision of Exhibits.	2
2.3 Reference to Exhibits	2
ARTICLE 3 SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS	
3.1 Overall Supervision	2
3.2 Particular Powers and Duties.	3
3.2.1 Method of Operation	3
3.2.2 Drilling of Wells	3
3.2.3 Well Workovers and Conversion of Wells.	3
3.2.4 Expenditures.	3
3.2.5 Amendment of Overhead Rates	4
3.2.6 Disposition of Surplus Facilities	4
3.2.7 Appearance Before a Court or Regulatory Body.	4
3.2.8 Audit Exceptions.	4
3.2.9 Assignments to Committees	4
3.2.10 Selection of Successor to Unit Operator	4
3.2.11 Enlargement of Unit Area.	4
3.2.12 Investment Adjustment	4
3.2.13 Acquisition of Wells for Unit Operations.	4

3.2.14	Termination of Unit Agreement	4
--------	---	---

ARTICLE 4 MANNER OF EXERCISING SUPERVISION

4.1	Designation of Representatives.	5
4.2	Meetings.	5
4.3	Voting Procedure.	5
4.3.1	Voting Interest	5
4.3.2	Vote Required	5
4.3.3	Vote at Meeting by Non-Attending Working Interest Owners	6
4.3.4	Poll Votes.	6

ARTICLE 5 INDIVIDUAL RIGHTS AND PRIVILEGES OF WORKING INTEREST OWNERS

5.1	Reservation of Rights	6
5.2	Specific Rights	6
5.2.1	Access to Unit Area	6
5.2.2	Reports by Request.	7
5.2.3	Audits.	7

ARTICLE 6 UNIT OPERATOR

6.1	Unit Operator	7
6.2	Resignation or Removal of Unit Operator	7
6.3	Selection of Successor Unit Operator.	8
6.4	Records and Information	8

ARTICLE 7 POWERS AND DUTIES OF UNIT OPERATOR

7.1	Exclusive Rights to Operate Unit.	8
7.2	Workmanlike Conduct	8
7.3	Liens and Encumbrances.	9
7.4	Employees	9
7.5	Records	9
7.6	Reports to Working Interest Owners.	9
7.7	Reports to Governmental Authorities	9
7.8	Engineering and Geological Information.	9
7.9	Expenditures.	9
7.10	Wells Drilled by Unit Operator.	10
7.11	Border Agreements	10

ARTICLE 8
TAXES

8.1	Ad Valorem Taxes.	10
8.2	Taxes and Assessments	11
8.3	Income Tax Election	11

ARTICLE 9
INSURANCE

9.1	Insurance	12
-----	---------------------	----

ARTICLE 10
ADJUSTMENT OF INVESTMENTS

10.1	Personal Property Taken Over.	12
10.1.1	Wells and Well Equipment.	12
10.1.2	Lease and Operating Equipment	12
10.1.3	Records	12
10.2	Inventory and Evaluation of Personal Property	12
10.3	Inventory and Valuations.	13
10.4	Investment Adjustments.	14
10.5	Pre-Unitization Costs	14
10.6	General Facilities.	14
10.7	Ownership of Personal Property and Facilities	14

ARTICLE 11
DEVELOPMENT AND OPERATING COSTS

11.1	Basis of Charge to Working Interest Owners.	15
11.2	Advance Billings.	15
11.3	Commingling of Funds.	15
11.4	Lien and Security Interest of Unit Operator and Working Interest Owners	15
11.5	Carved-Out Interest	16
11.6	Carried Interest.	16
11.7	Rentals	18
11.8	Budgets	18

ARTICLE 12
NON-UNITIZED FORMATIONS

12.1	Right to Operate.	19
12.2	Multiple completions.	19

ARTICLE 13
TITLES

13.1	Warranty and Indemnity.	19
13.2	Failure of Title Because of Unit Operations	20

(iii)

ARTICLE 14
LIABILITY, CLAIMS, AND SUITS

14.1 Individual Liability.	20
14.2 Settlements	20

ARTICLE 15
NOTICES

15.1 Notices	20
------------------------	----

ARTICLE 16
WITHDRAWAL OF WORKING INTEREST OWNERS

16.1 Withdrawal.	21
16.2 Limitation on Withdrawal.	22

ARTICLE 17
ABANDONMENT OF WELLS

17.1 Rights of Former Owners	22
17.2 Plugging.	22

ARTICLE 18
EFFECTIVE DATE AND TERM

18.1 Effective Date.	23
18.2 Term.	23

ARTICLE 19
ABANDONMENT OF OPERATIONS

19.1 Termination	23
19.1.1 Oil and Gas Rights.	23
19.1.2 Right to Operate.	23
19.1.3 Salvaging Wells	23
19.1.4 Cost of Abandonment	24
19.1.5 Distribution of Assets.	24

ARTICLE 20
LAWS, REGULATIONS, AND CERTIFICATE OF COMPLIANCE

20.1 Laws and Regulations	24
20.2 Certificate of Compliance.	24

ARTICLE 21
GOVERNMENTAL REGULATIONS

21.1 Governmental Regulations	24
---	----

ARTICLE 22
COUNTERPART EXECUTION

22.1 Counterpart Execution.	25
-------------------------------------	----

UNIT OPERATING AGREEMENT
WEST LOVINGTON STRAWN UNIT AREA
LEA COUNTY, NEW MEXICO

THIS AGREEMENT is entered into as of the ____ day of _____, 1995, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof.

W I T N E S S E T H:

WHEREAS, the parties hereto, as Working Interest Owners, have executed that certain agreement entitled "Unit Agreement for the Development and Operation of the West Lovington Strawn Unit Area, Lea County, New Mexico," hereinafter referred to as the "Unit Agreement," which, among other things, provides for a separate agreement to be made and entered into by and between Working Interest Owners to provide for Unit Operations herein 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 Confirmation of Unit Agreement. The Unit Agreement is hereby confirmed and incorporated herein by reference and made a part of this Agreement. The definitions in the Unit Agreement are adopted for all purposes of this Agreement. In the event of any conflict between the Unit Agreement and this Agreement, the Unit Agreement shall prevail.

ARTICLE 2

EXHIBITS

2.1 Exhibits. The following exhibits are incorporated herein by reference or by attachment hereto:

2.1.1 Exhibits "A", "B", and "C" of the Unit Agreement.

2.1.2 Exhibit "D", attached hereto, is a summary showing each Working Interest Owner's Working Interest in each Tract, the percentage of total Unit Participation attributable to each such interest, and the total Unit Participation of each Working Interest Owner.

2.1.3 Exhibit "E", attached hereto, contains insurance provisions applicable to Unit Operations.

2.1.4 Exhibit "F", attached hereto, is the Accounting Procedure applicable to Unit Operations. In the event of a conflict between this Agreement and Exhibit "F", this Agreement shall prevail.

2.1.5 Exhibit "G", attached hereto, contains Certificate of Compliance provisions provided for in Article 20.

2.1.6 Exhibit "H", attached hereto, is the Gas Balancing Agreement applicable to Unit Operations.

2.2 Revision of Exhibits. Whenever Exhibits "A", "B" or "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 for in the Unit Agreement.

2.3 Reference to Exhibits. When reference is made herein to an exhibit, it is to the exhibit as originally attached or, if revised, to the last revision thereof.

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 Overall Supervision. Subject to the other terms and provisions of this Agreement and of the Unit Agreement,

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 power, each Working Interest Owner shall act solely in its own behalf in the capacity of an individual owner, and not on behalf of the owners as an entirety.

3.2 Particular Powers and Duties. The Working Interest Owners, using the voting procedure given in Section 4.3, unless otherwise specifically provided in this Agreement or in the Unit Agreement, shall decide matters pertaining to Unit Operations, which include, but are not limited to, the following:

3.2.1 Method of Operation. The kind, character, and method of operation, including any type of pressure maintenance, secondary recovery, or other enhanced recovery program to be employed.

3.2.2 Drilling of Wells. The drilling, deepening, or sidetracking of any well within the Unit Area for the production of Unitized Substances, and the drilling of any well for injection, salt water disposal, or for any other Unit purpose.

3.2.3 Well Workovers and Conversion of Wells. The reworking, recompleting, or repairing of any well for the purpose of production of Unitized Substances reasonably estimated to require an expenditure in excess of the expenditure limitation specified in Section 3.2.4 below, and the abandonment or conversion of the use of any well from one purpose to another, or the use of any such well for injection or any other purpose other than production. Unit Operator shall have the right to shut-in or temporarily abandon a well, or to reactivate a well which was shut-in or temporarily abandoned to its former use, with notification to the Working Interest Owners, if doing so is reasonably estimated to require an expenditure not in excess of the expenditure limitation specified in Section 3.2.4 below.

3.2.4 Expenditures. The making of any single expenditure in excess of fifty thousand dollars (\$50,000.00), except as provided in Section 7.9 below; provided that approval by Working Interest Owners for the drilling, sidetracking, reworking, drilling deeper, or plugging back of any well shall include approval of all necessary expenditures required therefor and for completing, testing, and equipping the same, including necessary flow lines, separators, and lease tankage, if the authority for expenditure ("AFE") for

such work contains the estimated cost of all necessary expenditures.

3.2.5 Amendment of Overhead Rates. The overhead rates, as provided for in Section III of Exhibit "F" attached hereto, shall be amended from time to time by affirmative vote of the parties as set out in Section 4.3.2 below.

3.2.6 Disposition of Surplus Facilities. The sale or other disposal of any major item of surplus unit material or equipment, if the current list price of new equipment similar thereto is twenty-five thousand dollars (\$25,000.00) or more.

3.2.7 Appearance Before a Court or Regulatory Body. The designating of a representative to appear before any court or regulatory body in matters pertaining to Unit Operations; provided, however, that the authorization by Working Interest Owners of the designation of any such representatives shall not prevent any Working Interest Owner from appearing in person or from designating another representative to appear in his or its own behalf.

3.2.8 Audit Exceptions. The resolution of audit exceptions, as provided for in accordance with COPAS Bulletin No. 3.

3.2.9 Assignments to Committees. The appointment or designation of committees or subcommittees necessary for the study of any problem in connection with Unit Operations.

3.2.10 Selection of Successor to Unit Operator. The selection of a successor to the Unit Operator.

3.2.11 Enlargement of Unit Area. The enlargement of the Unit Area.

3.2.12 Investment Adjustment. The adjustment and readjustment of investments.

3.2.13 Acquisition of Wells for Unit Operations. The acquisition of wells for Unit Operations.

3.2.14 Termination of Unit Agreement. The termination of the Unit Agreement.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each Working Interest Owner shall advise Unit Operator in writing of the names and addresses of its representative and alternate who are authorized to represent and bind it in respect to any matter pertaining to the development and operation of the Unit Area. Such representative or alternate may be changed from time to time by written notice to Unit Operator.

4.2 Meetings. All meetings of Working Interest Owners for the purpose of considering and acting upon any matter pertaining to the development and operation of the Unit Area shall be called by Unit Operator upon its own motion or at the request of two or more Working Interest Owners having a total Unit Participation of not less than ten percent (10%). The representative of Unit Operator shall be Chairman of each meeting. No meeting shall be called on less than fourteen (14) days' advance written notice, with an agenda for the meeting attached, unless notice is waived by Working Interest Owners owning ninety percent (90%) or more of the Unit Participation. The Working Interest Owners attending such meeting shall not be prevented from amending items included in the agenda, or from deciding such amended item or other items presented at such meeting. Any item proposed at a meeting that was not included on the agenda or any amended agenda cannot be brought to a vote at said meeting, but will require approval by a poll vote or a subsequent meeting.

4.3 Voting Procedure. Working Interest Owners shall act upon and determine all matters coming before them, as follows:

4.3.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Participation, listed in Exhibit "D" attached hereto.

4.3.2 Vote Required. Unless otherwise provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters by the affirmative vote of three (3) or more Working Interest Owners having a combined voting interest of at least seventy percent (70%); however, should any one Working Interest Owner have more than thirty percent (30%) voting interest, its negative vote or failure to vote shall not defeat a motion, and such motion shall pass if approved by Working Interest Owners having a majority voting interest, unless one (1) or more additional Working Interest Owners

having a combined voting interest of at least five percent (5%) likewise votes against the motion or fails to vote.

Unless otherwise specified in an AFE, work approved by a vote must be commenced within one (1) year of the approval date. If not commenced during this period, the work must be repropoed.

4.3.3 Vote at Meeting by Non-Attending Working Interest Owners. Any Working Interest Owner not represented at a meeting may vote on any item included in the agenda of the meeting by letter, telegram, or facsimile transmission, followed by U. S. Mail, addressed to the Chairman of the meeting, provided such vote is received prior to the submission of such item to vote. Such vote shall not be counted with respect to any item on the agenda which is amended at the meeting.

4.3.4 Poll Votes. Working Interest Owners may decide any matter by vote taken (without a meeting) by letter, telegram, or facsimile transmission, followed by U. S. Mail, provided the matter is first submitted in writing to each Working Interest Owner and no meeting on the matter is called, as provided in Section 4.2, within fourteen (14) days after such proposal is dispatched to Working Interest Owners. If a meeting is called within the fourteen (14) days, then the poll vote is canceled and the vote shall be held at the meeting. Such vote will be final, and Unit Operator will give prompt notice of the results of such voting to all Working Interest Owners.

ARTICLE 5

INDIVIDUAL RIGHTS AND PRIVILEGES OF WORKING INTEREST OWNERS

5.1 Reservation of Rights. Working Interest Owners severally reserve to themselves all their rights, powers, authority, and privileges, except as expressly provided in this Agreement and in the Unit Agreement.

5.2 Specific Rights. Each Working Interest Owner shall have, among others, the following specific rights and privileges:

5.2.1 Access to Unit Area. Access to the Unit Area, at all reasonable times, to inspect the operations hereunder and all wells, records, and data pertaining thereto.

5.2.2 Reports by Request. The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other data pertaining to Unit Operations. The cost of gathering and furnishing data not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged solely to the Working Interest Owner(s) requesting same.

5.2.3 Audits. The right to audit the accounts of Unit Operator according to the provisions of Exhibit "F."

ARTICLE 6

UNIT OPERATOR

6.1 Unit Operator. GILLESPIE-CROW, INC. is hereby designated as the initial Unit Operator.

6.2 Resignation or Removal of Unit Operator. Unit Operator may resign at any time. Resignation or removal of Unit Operator shall be pursuant to and handled in accordance with the provisions of Section 7 of the Unit Agreement.

If Unit Operator becomes insolvent or bankrupt, or is placed in receivership, he shall be deemed to have resigned without any action required by non-operating Working Interest Owners. If a petition for relief under the federal bankruptcy laws is filed by or against Unit Operator, and the removal of Unit Operator is prevented by the federal bankruptcy court, all non-operating Working Interest Owners and Unit Operator shall comprise an interim operating committee to serve until Unit Operator has elected to reject or assume this Agreement pursuant to the federal Bankruptcy Code. An election to reject this Agreement by Unit Operator as a debtor in possession, or by a trustee in bankruptcy, shall be deemed a resignation as Unit Operator without any action required by non-operating Working Interest Owners, except the selection of a successor Unit Operator. During the period of time that the operating committee controls Unit Operations, all actions shall require the approval of two (2) or more parties owning a majority of the Unit Participation.

If Unit Operator sells all of its interest in the Unit, it shall be deemed to have resigned without any action required by non-operating Working Interest Owners. However, a merger or consolidation, or the change of a corporate or partnership name, or the sale or transfer to a subsidiary, parent company, a subsidiary of a parent company, or an

affiliate organization, shall not be construed as a sale of all of Unit Operator's interest in the Unit Area.

6.3 Selection of Successor Unit Operator. Upon the resignation or removal of Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners as provided in Section 8 of the Unit Agreement.

In the event no Working Interest Owner obtains the percentage vote necessary to become successor Unit Operator under Section 8 of the Unit Agreement, a Unit Manager shall be selected by the Working Interest Owners owning a plurality of the Unit Participation, who shall perform the duties of Unit Operator until a successor Unit Operator is elected.

6.4 Records and Information. A Unit Operator resigning or being removed shall give complete cooperation to the successor Unit Operator or Unit Manager, and shall deliver thereto all records and information necessary to the discharge of the successor Unit Operator's or Unit Manager's duties and obligations.

ARTICLE 7

POWERS AND DUTIES OF UNIT OPERATOR

7.1 Exclusive Rights to Operate Unit. Subject to the other provisions of this Agreement, and to the orders, directions, and limitations rightfully given or imposed by Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations.

The parties, to the extent of their rights and interests, hereby grant to Unit Operator the right to use as much of the surface of the Unitized Land as may reasonably be necessary for Unit Operations.

7.2 Workmanlike Conduct. Unit Operator shall conduct all operations hereunder in a good and workmanlike manner and, in the absence of specific instructions from Working Interest Owners, shall have the right and duty to conduct such operations in the same manner as would a prudent operator under the same or in similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them advised of all matters arising in connection with such operations which Unit Operator, in the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for damages unless such

damages result from the gross negligence or willful misconduct of Unit Operator.

7.3 Liens and Encumbrances. Unit Operator shall reasonably endeavor to keep the lands and leases in the Unit Area and the Unit Equipment free from all liens and encumbrances occasioned by its operations hereunder, except the liens of Unit Operator and Working Interest Owners granted hereunder.

7.4 Employees. The number of employees used by Unit Operator in conducting operations hereunder, the selection of such employees, the hours of labor, and the compensation for services to be paid any and all such employees, shall be determined by Unit Operator. Such employees shall be employed by Unit Operator. Notwithstanding the foregoing, Unit Operator shall have the right to contract with third persons for the performance of any labor or services, or for the provision of materials and equipment, required for operations hereunder, under such terms as are reasonable in the industry.

7.5 Records. Unit Operator shall keep true and correct books, accounts, and records of its operations hereunder.

7.6 Reports to Working Interest Owners. Unit Operator shall furnish to each Working Interest Owner periodic reports of the development and operation of the Unit Area.

7.7 Reports to Governmental Authorities. Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.

7.8 Engineering and Geological Information. Unit Operator shall furnish to each Working Interest Owner, upon written request, a copy of the logs of, and copies of engineering and geological data pertaining to, wells drilled for Unit Operations.

7.9 Expenditures. Unit Operator is authorized to make single expenditures not in excess of fifty thousand dollars (\$50,000.00) without prior approval of the Working Interest Owners. This expenditure limit may be revised from time to time by an affirmative vote of three (3) or more Working Interest Owners having a combined voting interest then in effect of at least eighty percent (80%). However, if an emergency occurs, Unit Operator may immediately incur such expenditures which in his or its opinion are necessary and reasonable to deal with the emergency. Unit Operator shall

report to Working Interest Owners, as promptly as possible, on the nature of the emergency and of the action taken.

7.10 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 prevailing rate 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 of independent contractors doing work of a similar nature.

7.11 Border Agreements. Unit Operator may, after approval by Working Interest Owners, enter into border agreements with owners of lands adjacent to the Unit Area for the purpose of coordinating operations.

Such agreements may provide for the cooperative development, operation, fluid injection, or similar programs with respect to the equivalent of the Unitized Formation outside the Unit Area. Any such agreement may make provision for the drilling or conversion, equipping, and operation of compensating fluid injection wells in the Unitized Formation and the adjoining equivalent of the Unitized Formation outside the Unit Area. Any such cooperative agreement shall in no way affect or alter the percentages of participation established hereunder as to the parties hereto, nor shall such agreement provide for the sharing or allocation of production between the Unit Area and any outside lands.

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 property tax renditions, whether on real or personal property, 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 property taxes shall be paid by Unit Operator and charged to the joint account; 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. Any Working Interest Owner dissatisfied with any assessment of its interest in real or personal property shall have the right, at its own expense, and after due notice to Unit Operator, to protest and resist any such assessment.

If 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 for ad valorem taxes shall be made and paid by the parties hereto in accordance with the percentage of tax value generated by each party's Working Interest.

8.2 Taxes and Assessments. Each Working Interest Owner shall pay or cause to be paid all production, severance, gathering, and other taxes and assessments imposed upon or on account of the production or handling of its share of Unitized Substances.

8.3 Income Tax Election. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this Agreement and operations hereunder shall not constitute a partnership, if for federal income tax purposes this Agreement and the operations hereunder are regarded as a partnership, then each of the Parties hereto 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 1986, as permitted and authorized by Section 761 of the Internal Revenue Code and regulations promulgated thereunder. Unit Operator is 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 by the federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and data required by Treasury Regulation 1.761. Should there be any requirement that each party hereto give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the federal Internal Revenue Service or as may be necessary to evidence this election. 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 State of New Mexico income tax law, 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 1986, under which an election similar to that provided by Section 761 of the Internal Revenue Code is permitted, each of the parties hereto agrees

to make such election as may be permitted or required by such laws. In making the foregoing election, each of the parties hereto 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.

ARTICLE 9

INSURANCE

9.1 Insurance. Unit Operator, with respect to Unit Operations, shall:

- (a) comply with the workers' compensation laws of the State of New Mexico;
- (b) carry employer's liability and other insurance required by the laws of the State of New Mexico; and
- (c) provide insurance as set forth in Exhibit "E."

ARTICLE 10

ADJUSTMENT OF INVESTMENTS

10.1 Personal Property Taken Over. Upon the Effective Date hereof, Working Interest Owners shall deliver to Unit Operator possession of:

10.1.1 Wells and Well Equipment. All useable wells and nonuseable wells that are capable of producing Unitized Substances, together with the casing, tubing, and down-hole equipment up to and including all wellhead connections.

10.1.2 Lease and Operating Equipment. All surface, lease, and well operating equipment, injection or salt water disposal wells, and other facilities related to current production from the Unitized Formation which Working Interest Owners determine to be necessary or desirable for conducting Unit Operations.

10.1.3 Records. A copy of all production and well records pertaining to any well which has historically or is currently producing from the Unitized Formation.

10.2 Inventory and Evaluation of Personal Property. Unit Operator shall prepare a list of each Working Interest Owner's current major equipment within the Unit Area that is

to be inventoried into the joint account. A Working Interest Owner may remove any item(s) from his list only on the condition that the Unit may use it as long as needed prior to return. This list shall include all of a Working Interest Owner's current equipment being utilized in producing oil or gas from the Unitized Formation, except that any item may be deleted from the list by Unit Operator, based upon a preliminary environmental assessment recommendation. Unit Operator shall have until the actual inventory is performed to recommend deletion of additional items based upon revised or additional environmental assessments. Working Interest Owners shall appoint an inventory committee which shall, as of the Effective Date hereof, or as soon thereafter as feasible, cause to be taken, under the supervision of Unit Operator and at Unit Expense, joint physical inventories of all lease and well equipment on the inventory list, which inventories shall be used as a basis for determining the controllable items of equipment to be taken over by Unit Operator hereunder. Unit Operator shall notify each Working Interest Owner within each separate Tract at least fifteen (15) days prior to the taking of the inventory with respect to said Tract, so that each of said Working Interest Owners may make arrangements to be represented at the taking of the inventory. Such inventories shall include and be limited to those items of equipment normally considered controllable as recommended in the material classification manual in Bulletin No. 6 dated May, 1971, or any amendments thereto, published by the Petroleum Accountants Society of North America, except that certain items normally considered noncontrollable, such as sucker rods and other items as agreed upon by the Working Interest Owners may be included in the inventories in order to insure a more equitable adjustment of investments. Immediately following completion, such inventories shall be priced in accordance with the provisions of Exhibit "F", Accounting Procedure, attached hereto and made a part hereof. Such pricing shall be performed under the supervision of, by the personnel of, and in the offices of Unit Operator, with Working Interest Owners furnishing such additional pricing help as may be available and necessary. With respect to each well taken over for Unit Operations, no value shall be assigned to intangible drilling costs of such well or to the down-hole casing therein.

10.3 Inventory and Valuations. After completion of the inventory and evaluation of property in accordance with the provisions of Section 10.2, Unit Operator shall submit to each Working Interest Owner a copy of the inventory and valuations thereon together with a letter ballot for approval of such inventory and valuations. Within sixty (60) days after receipt of such inventory and valuations, each Working

Interest Owner shall return such letter ballot to Unit Operator indicating its approval or disapproval thereof. It is agreed that such inventory and valuations shall be binding upon all parties if approved by Working Interest Owners owning at least seventy percent (70%) of the Working Interest in the Unit Area.

10.4 Investment Adjustments. As soon as practicable after approval by Working Interest Owners of the inventory and valuations as provided in Section 10.3, each Working Interest Owner shall be credited with the value of its interest in all personal property taken over by Unit Operator under Sections 10.1.1 and 10.1.2, and charged with an amount equal to that obtained by multiplying the total value of all such personal property so taken over by Unit Operator under Sections 10.1.1 and 10.1.2 by such Working Interest Owner's Unit Participation, as shown on Exhibit "D." 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 paid and in all other respects be treated as any other 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 resulting 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.

All wells completed in the Strawn formation within the Unit Area shall be Unit wells. If a Unit well has not reached payout status as of the effective date of unitization, the Working Interest Owners in the Unit, in proportion to their working interest in the Unit, shall pay to the working owners of each such well the amount necessary to reach payout.

10.5 Pre-Unitization Costs. The Working Interest Owners shall pay Gillespie-Crow, Inc. the necessary and reasonable pre-unitization costs and fees incurred by it or by Charles B. Gillespie, Jr. for engineering, geological, land, legal, and other professional services attendant to the formation of the Unit.

10.6 General Facilities. The acquisition of warehouses, warehouse stocks, lease houses, camps, facilities systems, and office buildings necessary for Unit Operations shall be by negotiation by and between the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.

10.7 Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, shall, by virtue hereof,

own an undivided interest in all personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this Agreement equal to its then current Unit Participation, shown on Exhibit "D."

ARTICLE 11

DEVELOPMENT AND OPERATING COSTS

11.1 Basis of Charge to Working Interest Owners. Subject to the provisions of Section 11.2 hereof, Unit Operator initially shall pay all Unit Expenses. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expenses. All charges, credits, and accounting for Unit Expenses shall be in accordance with Exhibit "F." All costs and expenses for equipment, drilling of wells, conversion of wells for injection purposes, and construction of enhanced oil recovery facilities shall be "Investment Costs." Each Working Interest Owner's share of Investment Costs and monthly operating expenses shall be the same as its Unit Participation.

11.2 Advance Billings. Unit Operator shall have the right, at its option, to require other Working Interest Owners to advance their respective proportionate share of estimated development and operating costs and expenses by submitting to such other Working Interest Owners, on or before the 15th day of any month, an itemized estimate of such costs and expenses for the succeeding month with a request for payment in advance. Within thirty (30) days thereafter, each Working Interest Owner shall pay to Unit Operator its proportionate part of such estimate. Adjustment between estimates and the actual costs shall be made by Unit Operator at the close of each calendar month, and the accounts of the Working Interest Owners shall be adjusted accordingly.

11.3 Commingling of Funds. Funds received by Unit Operator under this Agreement need not be segregated by Unit Operator or maintained by it as a separate fund, but may be commingled with its own funds.

11.4 Lien and Security Interest of Unit Operator and Working Interest Owners. 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, to secure payment of its share of Unit Expense, together with interest thereon at the prime rate set by Citibank N.A., New York, New York, for the same period plus

one percent (1%) per annum, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. 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 Uniform Commercial 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 a purchaser of production 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 been paid. Each purchaser of production shall be entitled to rely upon Unit Operator's written statement concerning the amount of any default. Unit Operator grants a like lien and security interest to the Working Interest Owners.

11.5 Carved-Out Interest. If any Working Interest Owner shall, after executing this Agreement, create an overriding royalty interest, production payment interest, net proceeds interest, carried interest, or any other interest out of its Working Interest, such carved-out interest shall be subject to the terms and provisions of this Agreement, specifically including, but without limitation, Section 11.4 hereof. If the Working Interest Owner creating such carved-out (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, or (b) withdraws from this Agreement under the terms and provisions of Article 16 hereof, the carved-out interest shall be chargeable with a pro rata portion of all Unit Expense incurred hereunder, the same as though the carved-out interest were a Working Interest, and Unit Operator shall have the right to enforce against such carved-out interest the lien and all other rights granted in Section 11.4 for the purpose of collecting the Unit Expense chargeable to the carved-out interest.

11.6 Carried Interest. Approved Investment Costs shall be billed to the individual Working Interest Owners. If any Working Interest Owner fails to pay its proportionate share of such Investment Costs within sixty (60) days of receipt of such bill, then such party shall be deemed a defaulting Working Interest Owner. Any such defaulting Working Interest

Owner shall not be entitled to participate in, nor shall its account be credited with, any share of Unitized Substances or the proceeds thereof; instead, such defaulting Working Interest Owner shall be deemed to have relinquished its Working Interest in the Unit to Unit Operator or, at the option of Unit Operator, to all non-defaulting Working Interest Owners, who shall pay such defaulted Investment Costs and carry the defaulted Working Interest until such defaulted Investment Costs shall have been recovered from the Unitized Substances or proceeds thereof attributable to such defaulting Working Interest Owner, after first deducting monthly overhead charges therefrom, plus an amount equal to two hundred percent (200%) of such defaulted Investment Costs.

If Unit Operator elects to allow non-defaulting Working Interest Owners to carry such defaulted Investment Costs, Unit Operator shall give notice to all non-defaulting Working Interest Owners of such default. All Working Interest Owners receiving such notice shall carry their proportionate part of any such defaulting Working Interest Owner(s) interest by paying the unpaid amount as if it were a Unit Expense in the proportion that the Unit Participation of each such Working Interest Owner bears to the Unit Participation of all such Working Interest Owners. Any such additional amounts shall be due and payable to Unit Operator within fifteen (15) days following receipt of notice.

Upon failure by any defaulting Working Interest Owner to pay its share of any Investment Costs, Unit Operator (for itself and/or for the benefit of the non-defaulting Working Interest Owners) shall be entitled to collect and receive from a purchaser of production the proceeds that otherwise would accrue to such defaulting Working Interest Owner's share of Unitized Substances, in satisfaction of such debt. All Working Interest Owners covenant and agree to save all purchasers of production harmless from any and all liability by reason of paying such proceeds of Unitized Substances to Unit Operator. Each purchaser of production shall be entitled to rely on Unit Operator's written statement of the amounts in default.

During the period of time Unit Operator and/or the non-defaulting Working Interest Owners are entitled to receive the defaulting Working Interest Owner's share of production of Unitized Substances, or the proceeds thereof, Unit Operator and/or the non-defaulting Working Interest Owners 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 the Working Interest of said defaulting Working Interest Owner.

A defaulting Working Interest Owner shall lose its voting interest (as defined in Section 4.3.1 above) during its period of default. Its voting rights shall be shared proportionally and exercised by Unit Operator, or each of the non-defaulting Working Interest Owners, as provided for in Section 4.3 above. Each non-defaulting Working Interest Owner paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in Section 11.4 of this Agreement.

If and when Unit Operator and/or the non-defaulting Working Interest Owners recover from a defaulting Working Interest Owner's relinquished interest the amounts provided for above, the relinquished interest of such defaulting Working Interest Owner shall automatically revert to it, and, from and after such reversion, such defaulting Working Interest Owner shall own the same interest in the Unit, the material and equipment in or pertaining thereto, and the production therefrom as such defaulting Working Interest Owner would have been entitled to had it timely paid its share of Investment Costs as provided hereinabove. Thereafter, such defaulting Working Interest Owner shall be charged with and shall pay its proportionate share of the further costs of Unit Operations in accordance with the terms of this Agreement and Exhibit "F."

The remedies included in this provision shall be in addition to the rights provided by law and by Section 11.4 above.

11.7 Rentals. The Working Interest Owners of each Tract shall pay all rentals, minimum royalty, advance rentals, or delay rentals due under the lease thereon, and shall concurrently submit to the Unit Operator, upon written request, evidence of payment.

11.8 Budgets. Before or as soon as practical after the 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.

ARTICLE 12

NON-UNITIZED FORMATIONS

12.1 Right to Operate. 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, the Working Interest Owner shall exercise care to prevent unreasonable interference with Unit Operations. No Working Interest Owner other than Unit Operator 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 Unit Operator and other Working Interest Owners so that production of Unitized Substances will not be adversely affected.

12.2 Multiple Completions. No well now or hereafter completed in the Unitized Formation shall ever be completed as a multiple completion, unless such multiple completion and subsequent handling of the multiple completion is approved by Working Interest Owners in accordance with the voting procedure described in Section 4.3 above.

ARTICLE 13

TITLES

13.1 Warranty and Indemnity. Each Working Interest Owner represents and warrants that it is the owner of the respective Working Interest as shown to be owned by it on appropriate Exhibits to this Agreement, and hereby indemnifies and holds the other Working Interest Owners harmless from any loss due to the failure, in whole or in part, of its title to any such interest, except failure of title arising out of operations hereunder; provided, however, that such indemnity and any liability for breach of warranty shall be limited to an amount equal to the net value that had been received from the sale of Unitized Substances attributed hereunder to the interest as to which title failed. Each failure of title will be effective, insofar as this Agreement is concerned, as of the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of

Unit Expense or retroactive allocation of Unitized Substances or the proceeds therefrom as a result of title failure.

13.2 Failure of Title 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 other Working Interest Owners at the time of the title failure.

ARTICLE 14

LIABILITY, CLAIMS, AND SUITS

14.1 Individual Liability. The duties, obligations, and liabilities of Working Interest Owners shall be several and not joint or collective. Nothing contained herein shall ever be construed as creating a partnership, joint venture, or an association or trust between or among Working Interest Owners.

14.2 Settlements. Unit Operator may settle any single damage claim or suit involving Unit Operations if the expenditure does not exceed Twenty Thousand Dollars (\$20,000.00), provided that 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 determine 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, subject to such limitation as is set forth in Exhibit "F." 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 by 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.

ARTICLE 15

NOTICES

15.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail, telegram, or facsimile transmission followed by

first class U. S. Mail, to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4 hereof.

ARTICLE 16

WITHDRAWAL OF WORKING INTEREST OWNER

16.1 Withdrawal. A Working Interest Owner may withdraw from this Agreement by transferring, without warranty of title, either express or implied, to the Working Interest Owners who do not desire to withdraw, all its Oil and Gas Rights, exclusive of Royalty Interests, together with its interests in all Unit Equipment and in all wells used in Unit Operations, provided that such transfer shall not relieve such Working Interest Owner from any obligation or liability incurred prior to the first day of the month following receipt by Unit Operator of such transfer. The delivery of the transfer shall be made to Unit Operator for the transferees. The transferred interest shall be owned by the transferees in proportion to their respective Unit Participations. The transferees, in proportion to the respective interests so acquired, shall pay the transferor for its interest in Unit Equipment, being the salvage value thereof less its share of the estimated cost of salvaging same and of plugging and abandoning and restoring the surface of all wells then being used or held for Unit Operations, as determined by Working Interest Owners. In the event such withdrawing owner's interest in the aforesaid salvage value is less than such owner's share of such estimated costs, the withdrawing owner, as a condition precedent to withdrawal, shall pay the Unit Operator, for the benefit of Working Interest Owners succeeding to its interest, a sum equal to the deficiency. Within sixty (60) days after receiving delivery of the transfer, Unit Operator shall render a final statement to the withdrawing owner for its share of Unit Expense, including any deficiency in salvage value, as determined by Working Interest Owners, incurred as of the first day of the month following the date of receipt of the transfer. Provided all Unit Expense, including any deficiency hereunder, due from the withdrawing owner has been paid in full within thirty (30) days after the rendering of such final statement by the Unit Operator, the transfer shall be effective the first day of the month following its receipt by Unit Operator, and, as of such effective date, the withdrawing owner shall be relieved from all further obligations and liabilities hereunder and under the Unit Agreement, and the rights of the withdrawing Working Interest Owner hereunder and under the Unit Agreement shall

cease insofar as they existed by virtue of the interest transferred.

16.2 Limitation on Withdrawal. Notwithstanding anything set forth in Section 16.1, Working Interest Owners may refuse to permit the withdrawal of a Working Interest Owner if its Working Interest is burdened by any royalties, overriding royalties, production payment, net proceeds interest, carried interest, or any other interest created out of the Working Interest in excess of a one-eighth (1/8th) lessor's royalty, unless the other Working Interest Owners willing to accept the assignment agree to accept the Working Interest subject to such burdens.

ARTICLE 17

ABANDONMENT OF WELLS

17.1 Rights of Former Owners. If Working Interest Owners decide to permanently abandon any useable well completed in the Unitized Formation within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice of such fact to the Working Interest Owners of the Tract on which such well is located, and said Working Interest Owners shall have the right and option for a period of sixty (60) days after receipt of such notice to notify Unit Operator of their election to take over and own said well and to deepen or plug back said well to a formation other than the Unitized Formation. Within sixty (60) days after said Working Interest Owners have so notified Unit Operator of their desire to take over such well, they shall pay Unit Operator, for credit to the joint account of the Working Interest Owners, the amount as estimated and fixed by Working Interest Owners to be the net salvage value of the equipment in and on said well, except casing and other equipment originally contributed at no cost, plus costs to seal off the Unitized Formation and perform casing integrity and Bradenhead tests. The Working Interest Owners of the Tract, by taking over the well, agree to seal off the Unitized Formation in a manner satisfactory to Working Interest Owners in the entire Unit Area, and upon abandonment to plug the well in compliance with all applicable laws and regulations.

17.2 Plugging. In the event the Working Interest Owners of a Tract do not elect to take over a well located thereon which is proposed for abandonment, Unit Operator shall plug and abandon the well in accordance with applicable laws and regulations.

ARTICLE 18

EFFECTIVE DATE AND TERM

18.1 Effective Date. This Agreement shall become effective on the date and at the time the Unit Agreement becomes effective.

18.2 Term. This Agreement shall continue in full force and effect so long as the Unit Agreement remains in force and effect, and thereafter, until (a) all Unit wells have been abandoned and plugged or turned over to Working Interest Owners in accordance with Article 19 hereof, (b) all personal and real property acquired for the joint account of Working Interest Owners have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners, (c) all required surface and subsurface restoration has been performed, and (d) there has been a final accounting.

ARTICLE 19

ABANDONMENT OF OPERATIONS

19.1 Termination. Upon termination of the Unit Agreement, the following will occur:

19.1.1 Oil and Gas Rights. Oil and Gas Rights in and to each separate Tract shall no longer be affected by this Agreement, and thereafter the parties hereto shall be governed by the terms and provisions of the leases, contracts, and other instruments affecting the separate Tracts.

19.1.2 Right to Operate. The Working Interest Owners of any Tract desiring to take over and continue to operate a well or wells located thereon may do so by paying Unit Operator, for the credit of the joint account, the net salvage value, as determined by the Working Interest Owners, of the equipment in and on the well, except casing and other equipment originally contributed at no cost, and by agreeing to properly plug the well(s) at such time as it is abandoned in compliance with applicable laws and regulations.

19.1.3 Salvaging Wells. 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, and shall cause the wells to be plugged and abandoned in compliance with applicable laws and regulations.

19.1.4 Cost of Abandonment. The cost of abandonment of Unit Operations shall be a Unit Expense.

19.1.5 Distribution of Assets. Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their then current Unit Participations.

ARTICLE 20

LAWS, REGULATIONS, AND CERTIFICATE OF COMPLIANCE

20.1 Laws and Regulations. This Agreement and all operations hereunder are subject to all valid laws and valid rules, regulations, and orders of all regulatory bodies having jurisdiction, and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders, including those relating to environmental issues; and any provision of this Agreement found to be contrary to or inconsistent with any such law, ordinance, rule, regulation, or order shall be deemed modified accordingly.

20.2 Certificate of Compliance. In the performance of work under this Agreement, the parties hereto agree to comply and Unit Operator shall require each independent contractor to comply with the provisions of Exhibit "G."

ARTICLE 21

GOVERNMENTAL REGULATIONS

21.1 Governmental Regulations. The Working Interest Owners agree to release Unit Operator from any and all liability, losses, damages, injuries, claims, and causes of action arising out of, incident to, or resulting directly or indirectly from Unit Operator's interpretation or application of rules, rulings, regulations, or orders of any governmental agency to the extent Unit Operator's interpretation or application of such rules, rulings, regulations, or orders were made in good faith. Working Interest Owners further agree to reimburse Unit Operator for their proportionate share of any amounts Unit Operator may be required to refund, rebate, or pay as a result of an incorrect interpretation or application of such rules, rulings, regulations, or orders, together with their proportionate part of interest and penalties owing by Unit Operator as a result of such incorrect interpretation or application of such rules, rulings, regulations, or orders, to the extent that such incorrect interpretation or application was made in good faith.

ARTICLE 22

COUNTERPART EXECUTION

22.1 Counterpart Execution. This Agreement may be 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, or consent hereto with the same force and effect as if all parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the land within the Unit Area. Furthermore, this Agreement will extend to and be binding on the parties hereto, their successors, devisees, heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated opposite their respective signatures.

UNIT OPERATOR:

GILLESPIE-CROW, INC.

Date: _____ By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this
____ day of _____, 1994, by _____,
_____ of Gillespie-Crow, Inc., a Texas corporation,
on behalf of the corporation.

Notary Public

My Commission Expires:

strawnop.agr

ATTACHED TO AND MAKE A PART OF THAT
(UNIT OPERATING AGREEMENT EXHIBIT)
WEST LIVINGSTON STRAW UNIT AREA,
GULFSPIE-CROW, INC., AS
UNIT OPERATOR, LEA COUNTY, NEW MEXICO

[illegible]

EXHIBIT "D"
SUMMARY OF WORKING INTERESTS
PAGE 2

UNIT PARTICIPATION	TRACT 1	TRACT 2	TRACT 3	TRACT 4	TRACT 5	TRACT 6	TRACT 7	TRACT 8	TRACT 9	TRACT 10	TRACT 11	TOTAL
Tract Interest:	0.280140037	0.177235496	0.055420300	0.07467056	0.212593893	0.063299740	0.063063828	0.035613180	0.019382478	0.014701997	0.003878383	1.000000000
Working Interest Owner:					0.001328712							0.001328712
Anderson, Leonard S. Jr.												
Crow, William R.												
DELEN Resources O & G Co.	0.105052514	0.088617748	0.027710150	0.037335334	0.100982099	0.031649870	0.031531914	0.017806590	0.000484562	0.000367550	0.000096960	0.001839402
Gillespie, Charles B. Jr.	0.105052514	0.088617748	0.027710150	0.037335333	0.100982099	0.031649870	0.031531914	0.016916360	0.009206677	0.007350998	0.001939192	0.459667648
Hill, Laura Geraldine					0.001328712							0.001328712
McLane, Monty D.					0.007972271							0.007972271
Phillips Petroleum Co.	0.070035009											0.070035009
Total	0.280140037	0.177235496	0.055420300	0.074670568	0.212593893	0.063299740	0.063063828	0.035613180	0.019382478	0.014701997	0.003878383	1.000000000

EXHIBIT "E"

Attached to and made a part of that certain Unit Operating Agreement dated _____, 1995, by and between Gillespie-Crow, Inc., as Unit Operator, and Non-Operators named therein, Lea County, New Mexico:

West Lovington Strawn Unit Area
Lea County, New Mexico

INSURANCE PROVISIONS

1. Unit Operator shall carry insurance as follows for the benefit and protection of the parties to this Agreement:
 - a. Worker's Compensation Insurance in accordance with the laws of governmental bodies having jurisdiction including, if applicable, United States Longshore and Harbor Worker's Compensation Act with Outer Continental Shelf Extension, and Employers' Liability Insurance. Employers' Liability Insurance shall provide coverage of \$100,000.00 per accident.
 - b. Unit Operator may include the aforesaid risks under its qualified self-insurance program, if any, provided Unit Operator complies with applicable laws, and in such event Unit Operator shall charge to the joint account a premium determined by applying manual insurance rates to the payroll.
2. Unit Operator shall not be obligated or authorized to obtain or carry on behalf of the joint account any additional insurance covering the parties or the operations to be conducted hereunder without the consent and agreement of all parties. Each party individually may acquire at its own expense such insurance as it deems proper to protect itself against claims, losses, or damages arising out of the joint operations, provided that such insurance shall include a waiver of subrogation against the other parties in respect of their interests hereunder. All uninsured losses and all damages to jointly owned property shall be borne by the parties in proportion to their respective interests.
3. Unit Operator shall promptly notify non-operators in writing of any losses involving damage to a jointly owned property in excess of \$100,000.
4. Unit Operator shall require all contractors engaged in operations under this Agreement to comply with applicable worker's compensation laws and to maintain such other insurance and in such amounts as Unit Operator deems necessary.
5. In the event less than all parties participate in an operation conducted under the terms of this Agreement, then the insurance requirements and costs, as well as all losses, liabilities, and expenses incurred as the result of such operations, shall be the burden of the party or parties participating therein.

EXHIBIT " F "

Attached to and made a part of Unit Operating Agreement covering the West
Lovington-Strawn Unit Area, Lea County, New Mexico, dated
, 1995, by and between Gillespie-Crow, Inc., as
Unit Operator, and Dalen Resources Oil & Gas Co., 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 Citibank, N. A. of New York, New York 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.

5. Audits

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.

(4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the operation of 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.

1 5. Material

2
3 Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such
4 Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is
5 reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be
6 avoided.

7
8 6. Transportation

9
10 Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- 11
12 A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be
13 made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like
14 material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.
15
16 B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint
17 Account for a distance greater than the distance to the nearest reliable supply store where like material is normally
18 available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be
19 made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the
20 Parties.
21
22 C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is
23 available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the
24 amount most recently recommended by the Council of Petroleum Accountants Societies.

25
26 7. Services

27
28 The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph
29 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract
30 services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead
31 rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the
32 Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

33
34 8. Equipment and Facilities Furnished By Operator

- 35
36 A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate
37 with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating
38 expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to
39 exceed twelve percent (12 %) per annum. Such rates shall not exceed average commercial
40 rates currently prevailing in the immediate area of the Joint Property.
41
42 B. In lieu of charges in paragraph 8A above, Operator may elect to use average commercial rates prevailing in the
43 immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates
44 published by the Petroleum Motor Transport Association.

45
46 9. Damages and Losses to Joint Property

47
48 All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or
49 losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross
50 negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as
51 soon as practicable after a report thereof has been received by Operator.

52
53 10. Legal Expense

54
55 Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgements and
56 amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to
57 protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of
58 outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be
59 covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section
60 I, Paragraph 3.

61
62 11. Taxes

63
64 All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof,
65 or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad
66 valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then
67 notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties
68 hereto in accordance with the tax value generated by each party's working interest.
69
70

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 Workers Compensation and/or Employers Liability under the respective states 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 II.

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.

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

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

- (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 Parties as a direct charge to the Joint Account.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:

- () shall be covered by the overhead rates, or
(X) 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:

- (X) 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 \$ 6000
(Prorated for less than a full month)

Producing Well Rate \$ 600

(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, 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 one-well charge for the entire month.
- (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- (4) A one-well charge 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

_____ Percent (_____ %) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 10 of Section II and all salvage credits.

(b) Operating

_____ 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, re-drilling, 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 incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as operating.

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint

Account for overhead based on the following rates for any Major Construction project in excess of \$ 100,000.00

- A. 5 % of first \$100,000 or total cost if less, plus
B. 3 % of costs in excess of \$100,000 but less than \$1,000,000, plus
C. 2 % 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 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. 5 % of total costs through \$100,000; plus
B. 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
C. 2 % 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.

2. Transfers and Dispositions

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

A. New Material (Condition A)

(1) Tubular Goods Other than Line Pipe

- (a) Tubular goods, sized 2 1/4 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 3/4 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 3/4 inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.1(xa) as provided above. Freight charges shall be calculated from Lorain, Ohio.
- (b) Line pipe movements (except size 24 inch OD and larger with walls 3/4 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(xa) as provided above. Freight charges shall be calculated from Lorain, Ohio.
- (c) Line pipe 24 inch OD and over and 3/4 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.

EXHIBIT "G"
CERTIFICATE OF COMPLIANCE

ATTACHED TO AND MADE A PART OF THAT
UNIT OPERATING AGREEMENT DATED _____, 1995,
WEST LOVINGTON STRAWN UNIT AREA,
GILLESPIE-CROW, INC., AS
UNIT OPERATOR, LEA COUNTY, NEW MEXICO

Unless this Agreement is exempted by law, rule, regulation, or order, Unit Operator shall comply with the following clauses contained in the Code of Federal Regulations (including any revision or redesignation thereof), which are incorporated herein by reference, the full text of which will be made available upon request:

48.C.F.R. §52.222-35	(Disabled and Vietnam Era Veterans)
48.C.F.R. §52.222-36	(Handicapped Workers)
48.C.F.R. §52.222-26	(Equal Opportunity)
48.C.F.R. §52.219-8 and -9	(Small Disadvantaged Business Concerns)
48.C.F.R. §52.219-13	(Women-Owned Small Businesses)

Where required by law, and unless previously provided, Unit Operator shall provide a Certificate of Non-Segregated Facilities to Non-Operators and shall require its contractors and subcontractors to so provide the same to Unit Operator. Unit Operator agrees and covenants that none of its employees, or employees of its contractors or subcontractors who provide services pursuant to this Agreement, are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986.

EXHIBIT "H"
GAS BALANCING AGREEMENT

ATTACHED TO AND MADE A PART OF THAT
UNIT OPERATING AGREEMENT DATED _____, 1995
WEST LOVINGTON STRAWN UNIT AREA
GILLESPIE-CROW, INC. (UNIT OPERATOR)
LEA COUNTY, NEW MEXICO

For the purpose of this Agreement, the working interest owners are sometimes hereinafter referred to as "a party" or "the parties."

I. DEFINITIONS:

- A. "Affiliate" is any company that is controlled or wholly owned by another company. Spouses and the minor children of any parent shall also be deemed to be an affiliate for purposes of this Agreement.
- B. "Alternate Price" is the price which shall apply for purposes of Article IV or Article V whenever a party has taken Gas for its account, but has not immediately sold the Gas or where a party has sold its Gas to an Affiliate. Any Gas so taken or sold shall be valued at the monthly spot market price listed for the geographical area where the Unit is located as published by Inside F.E.R.C.'s Gas Market Report, unless a party can show its valuation or affiliate sales price is representative of other arms' length transactions available in the area for the same production month(s) for gas of comparable quality. If a range of prices is published for the geographical area in question, then the value of the Gas shall be calculated by averaging the different prices listed for that geographical area. The Alternate Price shall be adjusted to reflect actual gathering, treating, transportation, or other gas handling costs incurred by parties selling gas from the Unitized Formation. If Inside F.E.R.C.'s Gas Market Report ceases to list monthly spot market prices for the geographical area in question, then a similar publication shall be substituted by mutual consent of the parties.
- C. "Balanced" is that condition which occurs when a party has taken the same percentage of the cumulative volume of Gas production it is entitled to take pursuant to the terms of the Unit Agreement, or when an Underproduced party has had its Gas account balanced by one or more Overproduced parties pursuant to the provisions of Article IV or Article V of this Agreement.
- D. "Btu" means the amount of heat required to raise the temperature of one pound of water from fifty-eight and five-tenths degrees Fahrenheit (58.5°) to fifty-nine and five-tenths degrees Fahrenheit (59.5°) at a pressure of fourteen and sixty-five one hundredths (14.65) pounds per square inch absolute and dry.

- E. "Gas" includes casinghead Gas (which is all Gas produced with crude oil) and natural Gas from Gas wells, but shall not include liquid hydrocarbons recovered by primary separation equipment.
- F. "Overproduced" is the status of a party when the percentage of the cumulative volume of Gas taken by that party exceeds that party's percentage interest, as established by the Unit Agreement, for the cumulative volume of Gas produced from the Unitized Formation.
- G. "Royalty Owner" shall include all owners of royalty interests, overriding royalty interests, production payment interests, and similar interests payable out of production.
- H. "Underproduced" is the status of a party when the percentage of cumulative volume of Gas taken by that party is less than that party's percentage interest, as established by the Unit Agreement, for the cumulative volume of Gas produced from the Unitized Formation.
- I. "Unit" is defined as the West Lovington Strawn Unit Area, Lea County, New Mexico.
- J. "Unit Agreement" refers to the agreement entered into by the Royalty Owners and working interest owners in the Unitized Formation for the West Lovington Strawn Unit Area and approved by the Commissioner of Public Lands of the State of New Mexico, the United States Department of Interior, and the New Mexico Oil Conservation Division.
- K. "Unit Operating Agreement" refers to the agreement entered into by the working interest owners owning an interest in the Unitized Formation for the West Lovington Strawn Unit Area.
- L. "Unit Operator" is defined to coincide with the definition for Unit Operator found in Section 2 of the Unit Agreement for the West Lovington Strawn Unit Area.
- M. "Unitized Formation" is defined as that stratigraphic interval underlying the Unit Area found between the top of the Strawn Formation and the base of the Strawn Formation. The top of the Strawn Formation is defined as all points underlying the Unit Area correlative to the depth of 11,420 feet, and the base of the Strawn Formation is defined as all points underlying the Unit Area correlative to the depth of 11,681 feet, as identified on the Compensated Neutron/Litho-Density Log for the Speight Fee Well No. 1, located in Lot 3 of Section 1, Township 116 South, Range 35 East, NMPM, Lea County, New Mexico.

II. APPLICATION OF THIS AGREEMENT:

The working interest owners subject to the Unit Operating Agreement to which this Agreement is attached own the Gas produced from the Unitized Formation, and are entitled to share in the production as stated in the Unit Agreement. In accordance with the terms of the Unit Agreement, each working interest owner shall have the right to take in kind or separately dispose of its proportionate share of Gas produced from the Unitized Formation. Whenever the Gas accounts of any of the parties are Overproduced or Underproduced, then this Agreement shall be in effect.

Unit Operator shall administer the provisions of this Agreement. To the extent practicable, Unit Operator shall cause deliveries to be made at such rates as may be required to give effect to the intent that the Gas production accounts of all parties are to be, or are to become, Balanced. In so doing, Unit Operator shall not incur any liability to any non-operator.

III. STORING AND MAKING UP GAS PRODUCTION:

A. Right to Take and Market Gas.

During any period or periods when any party does not take, has no market for, or the market of a party is not sufficient to take that party's full share of the Gas produced from any well located within the Unit, or such party's purchaser otherwise fails to take such party's share of Gas produced from the Unitized Formation, the other party or parties shall be entitled, but not required, to produce and take or deliver to their respective purchaser(s) each month the remaining available Gas.

Whenever more than one party wishes to take and/or market the share of Gas owned by another party that is not taking or selling its proportionate share, then, in the absence of any other agreement between them, those parties wishing to take and/or market the Gas shall only be entitled to take such additional amount that is in direct proportion to what their percentage interest bears to the total interest of all parties desiring to take the additional Gas.

All parties shall share in and own the liquid hydrocarbons recovered from such Gas by primary separation equipment in accordance with their respective interests and subject to the terms of the Unit Operating Agreement, whether or not such parties are actually taking and/or marketing Gas at such time.

B. Making Up Underproduction.

Each Underproduced party shall be credited with Gas in storage equal to its percentage share of the total volume of Gas produced under this Agreement, less that portion of the Gas actually marketed or taken by such party and less that portion of Gas used

in operations, vented, or lost.

Each Underproduced party shall endeavor to bring its taking of Gas into a Balanced condition. If Unit Operator has an established Gas nomination procedure, then an Underproduced party may make up Gas consistent with the percentages listed below in this Article III (B), so long as it adheres to Unit Operator's nomination procedure. If Unit Operator has no nomination procedure in place and the Underproduced party has not taken Gas for one or more consecutive months immediately prior to the month in which it wishes to commence making up a share of its Underproduction, then the Underproduced party shall give at least thirty (30) days advance written notice to Unit Operator prior to taking Gas.

An Underproduced party shall be entitled to take or deliver to a purchaser its full share of Gas produced from the Unitized Formation (less any used in operations, vented, or lost) plus, (i) for the months of March, April, May, June, July, August, September, and October only of any calendar year or years during which this Agreement is in effect, an amount up to an additional fifty percent (50%) of the monthly quantity of Gas attributable to the Overproduced party or parties, or (ii) for the months of November, December, January, and February only of any calendar year or years during which this Agreement may be in place, an amount up to an additional twenty percent (20%) of the monthly quantity of Gas attributable to the Overproduced party or parties. If more than one Underproduced party is entitled and desires to take additional Gas, they shall divide the additional Gas in direct proportion to what each such party's percentage interest bears to the total percentage interest of all Underproduced parties desiring to take the additional Gas. The first Gas made up in any Balancing of the accounts shall be considered to be the first Gas Underproduced.

C. Filing Monthly Statement of Gas Volumes Taken With Unit Operator.

In the event Gas produced from the Unitized Formation is sold to two or more Gas purchasers, then, within sixty (60) days after the end of each calendar month, each party shall supply a written statement of the volume and the Btu content of the Gas it took from the Unitized Formation and the identity of its Gas purchaser, if any, to Unit Operator at the following address:

Gillespie-Crow, Inc.
Post Office Box 2557
Midland, Texas 79702-2557

The above address may be changed from time to time and notice of such change of address shall be deemed to be received when sent by certified mail to each working interest owner's last known mailing address. Unit Operator shall maintain appropriate accounting on a monthly and cumulative basis of the quantities of Gas each party is entitled to take and/or market and the quantities

of Gas actually taken and/or marketed by each of the parties. With respect to Gas purchased from or transported for more than one party by or through any pipeline connected to a Unit well, each party selling to or transporting through such pipeline shall furnish to Unit Operator or cause the pipeline owner to furnish to Unit Operator monthly volume statements showing the split of ownership through such pipeline's sales or pipeline inlet meter for each such well for each calendar month.

In the event Gas taken or sold from the Unitized Formation during any single production month results in an imbalance in the Gas production accounts of the parties, or the accounts of the parties were previously not Balanced, then, within ninety (90) days after the end of each such calendar month, Unit Operator shall furnish each party a statement showing the then current status of the Overproduced and Underproduced accounts of all parties.

If any party does not provide Unit Operator with the monthly statement of volume and the Btu content of the Gas taken when required to do so by the terms of this Agreement, then each such party shall not have the right to balance its account pursuant to the provisions of cash balancing found in Article IV of this Agreement.

To determine respective volumes of Gas taken by separate Gas pipelines connected to Unit wells, measurement of Gas for overproduction and underproduction shall be accomplished by use of sales meters and lease measurement equipment which shall be in accordance with American Gas Association requirements.

Each party agrees that it will not utilize any information obtained hereunder for any purpose other than implementing or administering the terms of this Agreement.

D. Payment of Royalty and Production Taxes.

At all times while Gas is produced from the Unitized Formation, unless otherwise required by any State or Federal law or regulations, each party shall pay, or cause to be paid, all royalty due and payable on its share of Gas production. Each party agrees to hold each other party harmless from any and all claims for royalty payments asserted by its royalty owners.

Each party taking Gas off the lease or delivering Gas to its Gas purchaser shall pay, or cause to be paid, all production and severance taxes due on all volumes of Gas it takes or sells to a Gas purchaser.

IV. OPTIONAL CASH BALANCING IN THE EVENT OF AN OWNERSHIP CHANGE:

In the event an Overproduced party intends to sell, assign, exchange, or otherwise transfer any of its interests in the Unitized Formation, it shall notify in writing, sent by certified mail, the other

working interest owners in the Unit of such fact within forty-five (45) days prior to closing the transaction. Within twenty (20) days after receipt of the Overproduced party's notice of its intent to sell, assign, exchange, or otherwise transfer its interests in the Unitized Formation, any Underproduced party may make a written demand upon the Overproduced party in question for cash settlement of the Underproduced party's share of the total Underproduction in the Unitized Formation, not to exceed the Overproduced party's Gas imbalance. If more than one Underproduced party wishes to cash balance its Gas account, then each Underproduced party shall have the right to receive cash settlement of its proportionate share of the total volume of Gas Underproduced by those Underproduced parties seeking a cash settlement until the Gas accounts of all Underproduced parties in question are Balanced or the amount of the Overproduced party's Gas imbalance is Balanced, whichever occurs first. Unit Operator shall immediately be notified of any demand for cash settlement made pursuant to this Article. After a cash settlement has been made, Unit Operator shall be immediately notified and the Gas balance accounts of the parties shall be adjusted accordingly. Any cash settlement made pursuant to this Article shall be on the same basis as is set forth in Article V(B) below.

The provisions of this Article shall not be applicable in the event an Overproduced party has mortgaged its interest, or disposed of its interest by merger, reorganization, consolidation, or sale of substantially all of its assets to a subsidiary or parent company, or to any company in which any parent or subsidiary owns a majority of the voting stock of such company.

V. FINAL CASH BALANCING:

A. Gas Imbalance.

If, at termination of the Unit, an imbalance in Gas production exists between the parties, then a cash settlement shall be made among the parties for the total volume of the Gas imbalance.

B. Distribution of Final Gas Balancing Statement and Settlement of Cash Imbalance.

Within one hundred twenty (120) days after termination of the Unit, Unit Operator shall provide a final accounting of the Gas imbalance to all parties hereto. As part of the final accounting process, Unit Operator shall calculate the amount of Gas (based on volume and Btu content, but not on price, and calculated monthly basis) that each Overproduced party owes to each Underproduced party. If there is more than one Underproduced party, then the total volume of Gas overproduced shall be divided among all of the Underproduced parties in proportion to their percentage interest in said Gas, and each Overproduced party shall calculate its cash payment to each Underproduced party based on either:

- (1) the volume of Gas remaining in the Overproduced party's Gas account immediately after the last cash settlement made with

any party or parties pursuant to the provisions of Article IV above; or

- (2) if there has been no prior cash settlement made pursuant to the provisions of Article IV above, then the actual proceeds received by the Overproduced party or parties for the Overproduced share of Gas.

Where applicable, the value of the Gas Overproduced shall be based on the Alternate Price established pursuant to Article I(B) above. Each Overproduced party shall make settlement directly to each underproduced party.

Each Overproduced party shall cash settle with each Underproduced party within thirty (30) days after receipt from the Unit Operator of the statement showing the Overproduced party's volumetric and Btu content overproduction in the Unitized Formation. Payments made by an Overproduced party to an Underproduced party shall relieve the Overproduced party of liability to any other party for the sums actually paid. Unit Operator shall not be liable to any party for the failure of any Overproduced party to pay any amounts owed pursuant to the terms hereof.

VI. DEDUCTIONS FROM CASH SETTLEMENT:

When preparing a cash settlement with any Underproduced party, an Overproduced party may deduct actual costs incurred for the following items, but only to the extent they have not been previously deducted from a previous cash settlement: Gathering and transportation charges, compression, dehydration and any applicable treating charges, and production and severance taxes paid by, or on behalf of, such Overproduced party. Royalty payments may be deducted from such proceeds attributable to the overproduction only if actually paid to royalty owners by, or on behalf of, an Overproduced party, and then only to the extent the amount of royalty paid is not in excess of the royalty owners' share of royalty.

VII. MISCELLANEOUS:

A. Term.

This Agreement shall remain in effect until the Gas balance accounts between the parties are settled in full, and the two year audit period provided for in Article VII(E) below has ended. This agreement shall inure to the benefit of and be binding upon the parties, their heirs, devisees, successors, legal representatives, and assigns.

B. Intent of the Parties.

Subject to the provisions of Article IV above, it is the intent of the parties to only cash balance the Gas imbalance of the

parties when the Unit is terminated.

C. Expenses.

Nothing herein shall change or affect each party's obligation to pay its proportionate share of all costs and liabilities incurred for operations pursuant to the Unit Operating Agreement.

D. Interest.

No interest shall be payable in any cash settlement made pursuant to the provisions of this Agreement, except in the event an Overproduced party fails to remit payment to an Underproduced party within forty-five (45) days after Unit Operator has mailed notice to said Overproduced party that an Underproduced party wishes to cash balance pursuant to the provisions of Article IV or Article V(B) above. If payment is not made to the Underproduced party within said forty-five (45) day period, interest shall accrue on the unpaid balance at a rate of two percent (2%) above the prime rate at Citibank, N.A. of New York, New York, or any successor bank, or the maximum interest rate allowed by law in the jurisdiction where the Unit is located, whichever is the lesser percentage, from a date commencing forty-five (45) days after Unit Operator has mailed notice to the Overproduced party until payment is actually made by the Overproduced party.

E. Audits.

Notwithstanding any provision to the contrary found in the Unit Operating Agreement or any other exhibit attached thereto, any party shall have the right to audit the records of any other party for the following length of time:

For any cash payment made pursuant to the provisions of this Agreement, each party shall have the right for a period of two (2) years following the date of the final cash settlement to audit the records relating to price and volume of all Gas taken or sold, including Btu adjustments, of any other party.

Each party agrees to retain information on the volume of Gas taken or sold each month from the Unitized Formation, the Btu content of such Gas, and the price per MCF he or it received for such Gas for the period of time stated immediately above.

F. Well Tests.

Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its Gas purchaser up to one hundred percent (100%) of the entire well stream of any well producing from the Unitized Formation to meet a deliverability test required by its Gas purchaser, provided such tests are reasonable in light of overall industry standards.

G. Monitoring of Takes of Production.

Each party shall at all times use its best efforts to regulate its takes and deliveries from each Gas well producing from the Unitized Formation so that, where applicable, the Unit will not be shut-in for overproducing the allowable assigned to it by the regulatory body having jurisdiction. Additionally, each party shall communicate, as necessary, the contents of this Agreement to its respective Gas purchaser(s) or transporter(s) so as to ensure, to the greatest extent practicable, that its Gas purchaser(s) or transporter(s) does not take Gas in excess of the quantities provided for herein.

H. Monies Subject to Refund.

In any cash settlement made pursuant to the terms of this Agreement, that portion of the monies received by an Overproduced party which is subject to refund by order of the Federal Energy Regulatory Commission ("FERC") or any other governmental authority may be withheld by the Overproduced party until such prices are fully approved by the governmental agency in question, unless an Underproduced party furnishes an undertaking acceptable to the Overproduced party or parties, agreeing to hold the Overproduced party or parties harmless from financial loss due to the pending refund. If any refund is required by any governmental authority after a cash settlement has been made pursuant to the terms of this Agreement, each party agrees to account for its respective share of such refund.

I. Sales to an Affiliate, and Valuation of Stored Gas or Gas Used Off Lease.

If an Overproduced party has sold Gas to an Affiliate, or stored Gas or used Gas off lease, then for the purposes of Article IV and Article V of this Agreement, any Gas so sold, stored, or used off lease shall be valued at the Alternate Price as such term is defined in Article I(B) of this Agreement.

J. Attorney Fees and Court Costs.

The party who prevails or substantially prevails in any lawsuit or other proceeding brought to enforce any provision of this Agreement shall be entitled to receive reimbursement from the losing party for all court costs and reasonable attorney fees incurred in connection with said action.

K. Governing Law.

This Agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-performance, breach, remedies, rights, duties, and the interpretation or construction, shall be construed and enforced in accordance with the laws of the jurisdiction in which the Unit is located.

L. Overproduced Party Shall Notify Unit Operator that Payment Has Been Made.

Within thirty (30) days after an Overproduced party has paid an Underproduced party for all or a portion of the value of the Overproduced party's overproduction pursuant to the provisions of Article IV or Article V(B) of this Agreement, the Overproduced party shall notify Unit Operator in writing of the volume of Gas (expressed in MCF and the corresponding Btu content) covered by the payment and the party to whom such payment was made, so Unit Operator may maintain a current and accurate gas balancing statement for all parties.

h.exh

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

WEST LOVINGTON STRAWN UNIT AREA

LEA COUNTY, NEW MEXICO

NO. _____

STATE/FEDERAL/FEE
WATERFLOOD UNITS

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
WEST LOVINGTON STRAWN UNIT
LEA COUNTY, NEW MEXICO

TABLE OF CONTENTS

	Page
PRELIMINARY RECITALS	1
SECTION 1. ENABLING ACT AND REGULATIONS	2
SECTION 2. UNIT AREA AND DEFINITIONS	2
SECTION 3. EXHIBITS	5
SECTION 4. EXPANSION	5
SECTION 5. UNITIZED LAND	6
SECTION 6. UNIT OPERATOR	6
SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR	7
SECTION 8. SUCCESSOR UNIT OPERATOR	7
SECTION 9. ACCOUNTING PROVISIONS AN UNIT OPERATING AGREEMENT	8
SECTION 10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR	8
SECTION 11. PLAN OF OPERATIONS	8
SECTION 12. USE OF SURFACE AND USE OF WATER	9
SECTION 13. TRACT PARTICIPATION	9
SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION	10

SECTION 15.		10
A.	ALLOCATION OF UNITIZED SUBSTANCES	10
B.	EXCESS IMPUTED NEWLY DISCOVERED CRUDE OIL	11
C.	EXCESS IMPUTED STRIPPER CRUDE OIL	11
D.	TAKING UNITIZED SUBSTANCES IN KIND	12
SECTION 16.	OUTSIDE SUBSTANCES	12
SECTION 17.	ROYALTY SETTLEMENT	13
SECTION 18.	RENTAL SETTLEMENT	14
SECTION 19.	CONSERVATION	14
SECTION 20.	DRAINAGE	14
SECTION 21.	LOSS OF TITLE	14
SECTION 22.	LEASES AND CONTRACTS CONFORMED AND EXTENDED	15
SECTION 23.	COVENANTS RUN WITH LAND	17
SECTION 24.	EFFECTIVE DATE AND TERM	17
SECTION 25.	RATE OF PROSPECTING, DEVELOPMENT & PRODUCTION	18
SECTION 26.	NONDISCRIMINATION	19
SECTION 27.	APPEARANCES	19
SECTION 28.	NOTICES	19
SECTION 29.	NO WAIVER OF CERTAIN RIGHT	19
SECTION 30.	EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY	20
SECTION 31.	UNAVOIDABLE DELAY	20
SECTION 32.	NONJOINDER AND SUBSEQUENT JOINDER	20
SECTION 33.	COUNTERPARTS	21

SECTION 34. JOINDER IN DUAL CAPACITY 21

SECTION 35. TAXES 21

SECTION 36. NO PARTNERSHIP 21

SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE 21

SECTION 38. NO SHARING OF MARKET 22

SECTION 39. STATUTORY UNITIZATION 22

EXHIBIT "A". MAP OF UNIT AREA

EXHIBIT "B". SCHEDULE OF OWNERSHIP

EXHIBIT "C". SCHEDULE OF TRACT PARTICIPATION

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
WEST LOVINGTON STRAWN UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the ____ day of _____, 19 95, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto," or singularly, a "party hereto."

WITNESSETH:

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

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sec. 181 et seq., authorizes Federal lessees and their representatives to 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 resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

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

WHEREAS, the Oil Conservation Division of the 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., 1978 New Mexico Statutes Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico is authorized by law (Chapter 7, Article 7 and Article 12, 1978 New Mexico Statutes Annotated) to approve this Agreement and the conservation provisions hereof; and

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

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

NOW THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this Agreement their respective 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 1458.95 acres, more or less, in Lea County, New Mexico.
- (b) "Land Commissioner" is defined as the Commissioner of Public Lands of the State of New Mexico.
- (c) "Division" is defined as the Oil Conservation Division of the Department of Energy and Minerals of the State of New Mexico.
- (d) "Authorized Officer" or "A.O." is defined as any employee of the Bureau of Land Management ("BLM") 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 BLM office having jurisdiction over the federal lands included in the Unit Area.

(h) "Unitized Formation" is defined as that stratigraphic interval underlying the Unit Area found between the top of the Strawn Formation and the base of the Strawn Formation. The top of the Strawn Formation is defined as all points underlying the Unit Area correlative to the depth of 11,420 feet, and the base of the Strawn Formation is defined as all points underlying the Unit Area correlative to the depth of 11,681 feet, as identified on the Compensated Neutron/Litho-Density Log for the Speight Fee Well No. 1, located in Lot 3 (Unit C) of Section 1, Township 16 South, Range 35 East, NMPM, Lea County, New Mexico.

(i) "Unitized Substances" is defined as 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.

(j) "Tract" is defined as 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.

(l) "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.

(m) "Working Interest" is defined as the right to search for, produce and acquire Unitized Substances, whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, operating agreement, or otherwise held, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the costs of drilling, developing and producing the Unitized Substances from the Unitized Formation and operations thereof hereunder; provided that any royalty interest created out of a working interest subsequent to the execution of this Agreement by the owner of the working interest shall continue to be subject to such working interest burdens and obligations.

(n) "Working Interest Owner" is defined as any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances

by virtue of a lease, operating agreement, fee title or otherwise. The owner of oil and gas rights that are free of lease or other instrument creating a Working Interest in another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

(o) "Royalty Interest" or "Royalty" is defined as an interest, other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof, and includes the royalty interest reserved by the lessor by an oil and gas lease and any overriding royalty interest, oil payment interest, net profits contract, or any other payment or burden which does not carry with it the right to search for and produce unitized substances.

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

(q) "Unit Operating Agreement" is defined as 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, West Lovington Strawn Unit Area, Lea County, New Mexico".

(r) "Oil and Gas Rights" is defined as 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.

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

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

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

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

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

(x) "Unit Expense" is defined as all cost, expense, or 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.

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

SECTION 3. EXHIBITS. The following exhibits are incorporated herein by reference: Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said Unit Area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing, to the extent known to the Unit Operator, the acreage comprising each Tract, percentages and kind of ownership of oil and gas interests in all land in the Unit Area, and Tract Participation of each Tract. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. The shapes and descriptions of the respective Tracts have been established by using the best information available. Each Working Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest Owner's interest. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the Unit Operator, with the approval of the Working Interest Owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each other such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit. Copies of such revision shall be filed with the Land Commissioner, and not less than four copies shall be filed with the A.O. In any such revision, there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized 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:

(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 seventy-five percent (75%) 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

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

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.

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

SECTION 5. UNITIZED LAND. All land committed to this Agreement as to the Unitized Formation shall constitute land referred to herein as "Unitized Land" or "Land subject to this Agreement". Nothing herein shall be construed to 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.

SECTION 6. UNIT OPERATOR. Gillespie-Crow, 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 interest 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 Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

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

The Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal by two or more Working Interest Owners having in the aggregate eighty percent (80%) or more of the Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the A.O.

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

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

SECTION 8. SUCCESSOR UNIT OPERATOR. Whenever the Unit 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.

In selecting a successor Unit Operator, the affirmative vote of three or more Working Interest Owners having a total of sixty-five percent (65%) or more of the total Unit Participation shall prevail; provided that if any one Working Interest Owner has a Unit Participation of more than thirty-five percent (35%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one or more other Working Interest Owners having a total Unit Participation of at least five percent (5%). If the Unit Operator who is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of the owners of at least seventy-five percent (75%) of the Unit Participation remaining after excluding the Unit Participation of Unit Operator so removed.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

Costs and expenses incurred by Unit Operator in conducting Unit Operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with the Unit Operating Agreement. Such Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases or other contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Agreement or to relieve the Unit Operator of any right or obligation established under this Agreement, and in case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Agreement shall prevail. Copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Land Commissioner and with the A.O. at the Proper BLM Office as required prior to approval of this Agreement.

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

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 proved to be productive of Unitized Substances and that the object 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.

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

Notwithstanding anything to the contrary herein contained, should the Unit Operator fail to commence Unit Operations for the secondary recovery of Unitized Substances from the Unit Area within six (6) months after the effective date of this Agreement, or any extension thereof approved by the Land Commissioner A.O., this Agreement shall terminate automatically as of the date of default.

SECTION 12. USE OF SURFACE AND USE OF WATER. The parties hereto, 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.

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

SECTION 13. TRACT PARTICIPATION. The percentages of Tract Participation set forth in Exhibit "C" for each Tract within the Unit Area have been calculated and determined in accordance with the following formulas:

Tract Participation Percentage = (Equals):

$$A - B / C - D$$

- A= The Tract volumetric original oil in place from the Unitized Formation calculated from the Tract hydrocarbon pore volume of the Unitized Formation, as determined using the GeoGraphix ZLA 2 software package with a 3% porosity cutoff and DPHI corrected by 0.85, $R_w = 0.052$.
- B= The Tract cumulative oil recovery from the Unitized Formation as of November 1, 1994.
- C= The total Unit Area volumetric original oil in place from the Unitized Formation calculated from the total Unit Area hydrocarbon pore volume of the Unitized Formation, as determined using the GeoGraphix QLA 2 software package with a 3% porosity cutoff and DPHI corrected by 0.85, $R_w = 0.052$.
- D= The total Unit Area cumulative oil recovery from the Unitized Formation as of November 1, 1994.

Such percentages of Tract Participation have been calculated upon the basis of all of said Tracts within the Unit Area being committed to this Agreement as of the Effective Date hereof, and such Tract Participation shall govern the allocation of all Unitized Substances produced after the Effective Date hereof, subject, however, to any revision or revisions of the Unit Area and Exhibit "C" in accordance with the provisions hereof.

If, subsequent to the Effective Date of this Agreement, any additional tract becomes committed hereto under the provisions of Section 4 (Expansion), Unit Operator shall revise said Exhibits "B" and "C" or the latest revision thereof to show the new percentage participations of the then committed tracts, which revised exhibit shall, upon its approval by the Commissioner, the Authorized Officer, and the Division, supersede, as of its effective date, the last previously effective Exhibits "B" and "C." In any such revision of Exhibit "C", the revised percentage participations of the respective tracts listed in the last previously effective Exhibit "C" shall remain in the same ratio one to another.

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

SECTION 15.A. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp and other production or development purposes and for injection or unavoidable loss in accordance with a Plan of Operation approved by the A.O. and Land Commissioner) shall be apportioned

among and allocated to the qualified Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B". The amount of Unitized Substances so allocated to each Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

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.

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. EXCESS IMPUTED NEWLY DISCOVERED CRUDE OIL. Each Tract shall be allocated any excess imputed newly discovered crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed newly discovered crude oil allocated to each such Tract, when added to the total number of barrels of imputed newly discovered crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

SECTION 15.C. EXCESS IMPUTED STRIPPER CRUDE OIL. Each Tract shall be allocated any excess imputed stripper crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of crude oil barrels allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed stripper crude oil allocated to each such Tract, when added to the total number of barrels of imputed stripper crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

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

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 harmless against all claims, demands and causes of action by owners of such royalty, overriding royalty and production payments.

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

SECTION 16. OUTSIDE SUBSTANCES. If any Outside Substance, consisting of hydrocarbon natural gases, carbon dioxide gas, or other nonhydrocarbon Outside Substance,

is introduced into the Unitized Formation for use in pressure maintenance, stimulation of production, or increasing ultimate recovery which shall be in conformity with a Plan of Operation first approved by the Land Commissioner and the A.O., a like amount of Outside Substance with appropriate deduction for loss or depletion from any cause may be withdrawn from unit wells completed in the Unitized Formation royalty free as to dry gas, but not royalty free as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved Plan of Operation or as otherwise may be consented 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.

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

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

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

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

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

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

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

SECTION 20. DRAINAGE. 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 Owners, the A.O. and the Land Commissioner, is hereby empowered to enter into a borderline agreement or agreements with working interest owners of adjoining lands not subject to this Agreement with respect to operation in the border area for the maximum economic recovery, conservation purposes and proper protection of the parties and interests affected.

SECTION 21. LOSS OF TITLE. In the event title to any Tract of unitized land shall fail and the true owner cannot be induced to join in this Agreement, such Tract shall be automatically regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any Royalty, Working Interest, or other interests subject thereto, payment

or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to State or Federal lands or leases, no payments of funds due the United States or the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the A.O. or Land Commissioner (as the case may be) to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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:

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

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgement 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.

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 EXTENDED.

The terms, conditions and provisions of all leases, subleases and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Land Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum Royalty and Royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this Agreement.

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

(a) The development and operation of lands subject to this Agreement under the terms hereof shall be deemed full performance of all obligations for development and operation

with respect to each Tract subject to this Agreement, regardless of whether there is any development of any Tract of the Unit Area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

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

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

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

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

(f) Any lease embracing lands of the State of New 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 separately to such segregated portions commencing as of the Effective Date hereof. Provided, however, that notwithstanding any of the provisions of this Agreement to the contrary, such lease (including both segregated portions) shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in paying quantities on some part of the lands embraced in such lease committed to this Agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this Agreement, allocated to the portion of the lands covered by such lease committed to this Agreement, or, at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bona fide drilling, reworking, or improved recovery operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

(g) The segregation of any Federal lease committed to 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. 781-784): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization; provided, however, that any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

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 this Agreement shall become effective on the first day of the calendar month next following the effective date of the Division's order approving statutory unitization upon the terms and conditions of this Agreement, as amended (if any amendment is necessary) to conform to the Division's order; approval of this Agreement, as so amended, by the Land Commissioner and the A.O., and recording by Unit Operator of this Agreement or notice thereof in the office of the County Clerk of Lea County, New Mexico. Unit Operator shall not file this Agreement or notice thereof for record, and hence this Agreement shall not become effective, unless within ninety (90) days after the date all other prerequisites for effectiveness of this Agreement have been satisfied, such filing is approved by Working Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) as to all Tracts within the Unit Area.

Unit Operator shall, within thirty (30) days after the Effective Date of this Agreement, record in the office of the County Clerk of Lea County, New Mexico, a certificate to the effect that this Agreement has become effective in accordance with its terms, therein identifying the Division's order approving statutory unitization and stating the Effective Date.

This Agreement and/or the Unit Operating Agreement shall be amended in any and all respects necessary to conform to the Division's order approving statutory unitization.

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:

(a) If any amendment of this Agreement has the 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.

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

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

SECTION 25. RATE OF PROSPECTING, DEVELOPMENT & PRODUCTION.
All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State Statute. The A.O. is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Division to

alter or modify the quantity and rate of production under this Agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in 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.

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 covenants that it will not resort to any action to partition the unitized land or the Unit Equipment.

SECTION 30. EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this Agreement various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be 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 property and not fixtures attached to realty. Accordingly, 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.

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, municipal, or governmental agency laws, rules, and regulations, 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.

It is understood and agreed, however, that from and after the Effective Date hereof the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning not less than sixty-five percent (65%) of the Unit Participation then in effect, and approved by the Land Commissioner and A.O. Such 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 or Federal land is involved, such joinder must be approved by the

Land Commissioner or A.O. Such joinder by a proposed Royalty Owner must be evidenced by his execution, ratification or consent of this Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall be effective as of the first day of the month following the filing with the Land Commissioner and A.O. of duly executed counterparts of any and all documents necessary to establish effective commitment of any Tract or interest to this Agreement, unless objection to such joinder by the Land Commissioner or the A.O., is duly made sixty (60) days after such filing.

SECTION 33. COUNTERPARTS. This Agreement may be 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 or consent hereto with the same force and effect as if all parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the land within the described Unit Area. Furthermore, this Agreement shall extend to and be binding on the parties hereto, their successors, heirs and assigns.

SECTION 34. JOINDER IN DUAL CAPACITY. 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.

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

SECTION 36. NO PARTNERSHIP. The duties, obligations 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.

SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all leases and other tanks within the Unit Area in order to ascertain the amount of merchantable oil above the pipeline connection, in such tanks as of

7:00 a.m. on the Effective Date hereof. All such oil which has been produced in accordance with established allowables shall be and remain the property of the Working Interest Owner entitled thereto, the same as if the unit had not been formed; and the responsible Working Interest Owner shall promptly remove said oil from the unitized land. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owners, subject to the payment of all Royalty to Royalty Owners under the terms hereof. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after Effective Date hereof.

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

SECTION 38. NO SHARING OF MARKET. This Agreement is not intended to provide and shall not be construed to provide, 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%) Unit Participation and Royalty Owners owning at least seventy-five percent (75%) Royalty Interest have become parties to this Agreement or have approved this Agreement in writing and such Working Interest Owners have also become parties to the Unit Operating Agreement, Unit Operator may obtain an order from the Division for statutory unitization of the uncommitted interests pursuant to the Statutory Unitization Act, N.M. Stat. Ann. § 70-7-1 et seq. (1987 Repl. Pamp.).

Executed as of the day and year first above written.

GILLESPIE-CROW, INC.

By: _____
William R. Crow

Its: President

Date of Execution:

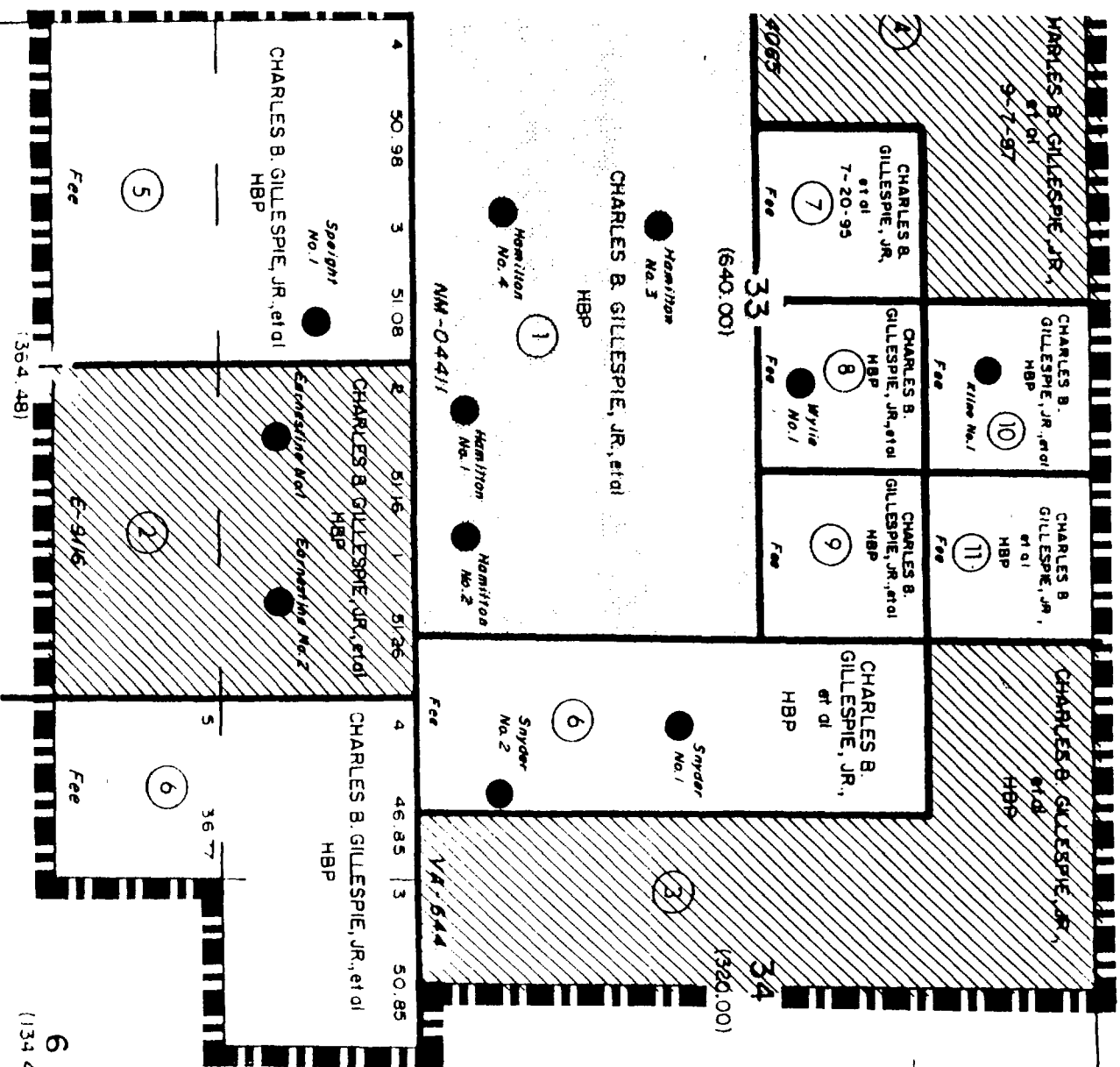
STATE OF TEXAS)
)ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by WILLIAM R. CROW, President of Gillespie-Crow, Inc., a Texas corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

R 35 E



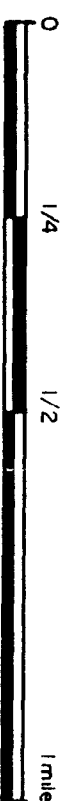
WEST LOVINGTON(STRAWN)UNIT

LEA COUNTY, NEW MEXICO

Exhibit "A"

UNIT OUTLINE

TRACT NUMBER



ACREAGE

PERCENTAGE

Federal Lands	320.00	21.93 %
State Lands	502.42	34.44 %
Patented Lands	636.53	43.63 %
TOTALS	1,458.95	100.00 %

R 35 E

R 36 E

EXHIBIT "B"
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
WEST LOVINGTON (STRAWN) UNIT AREA
LEA COUNTY, NEW MEXICO

Ownership as to the Strawn Formation

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
--------------	------------------------	-----------------------	--	------------------------------------	---------------------------------------	---	---------------------------------------

FEDERAL LANDS:

1.	<u>T15S-R35E, N.M.P.M.</u> Sec. 33; S/2	320.00	NM-04411 Effective 8-1-51 HBP	U.S.A. - All (12.5% royalty)	Phillips Petroleum Company 100%	Charles B. Gillespie, Jr. Randall Capps, dba Xeric Oil & Gas Corp. 1.640625% William R. Crow .578125% GPC Oil & Gas Corp. .546875% Donald R. Curry .15625% Kevin L. Widner & Patricia Widner .078125%	Charles B. Gillespie, Jr. 37.5% DALEN Resources Oil & Gas Co. 37.5% Phillips Petroleum Company 25%
----	--	--------	--	---------------------------------	------------------------------------	---	---

I	FEDERAL	TRACTS	TOTALING	320.00	ACRES	OR	21.93%	OF	UNIT	AREA
---	---------	--------	----------	--------	-------	----	--------	----	------	------

TRACT NO.	DESCRIPTION • OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
--------------	--------------------------	-----------------------	--	------------------------------------	---------------------------------------	---	---------------------------------------

STATE LANDS:

2. T16S-R35E, N.M.P.M.
Sec. 1: Lots 1,2,7,8
182.42 E-9116 State of New Charles B. Gillespie, Jr. Ernestine Gillespie Charles B. Gillespie, Jr.
Effective Mexico - All 100% 5.46875% 50%
6-21-55 (12.5% royalty) DALEN Resources Oil &
Gas Co. 50%

HBP

3. T15S-R35E, N.M.P.M.
Sec. 34: N/2NW/4,
SE/4NW/4,
E/2SW/4
200.00 VA-644 State of New Charles B. Gillespie, Jr. None Charles B. Gillespie, Jr.
Effective Mexico - All 100% 50%
12-1-91 (12.5% royalty) DALEN Resources Oil
& Gas Co. 50%

HBP

4. T15S-R35E, N.M.P.M.
Sec. 33: N/2NW/4,
SW/4NW/4
120.00 V-4065 State of New Charles B. Gillespie, Jr. None Charles B. Gillespie, Jr.
Effective Mexico - All 100% 50%
royalty (16.666667% DALEN Resources Oil
& Gas Co. 50%)

Expires
9-7-97

3	STATE	TRACTS	TOTALING	502.42	ACRES	OR	34.44%	OF	UNIT	AREA
---	-------	--------	----------	--------	-------	----	--------	----	------	------

revised May 8, 1995

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

PATENTED LANDS:

5.	T16S-R35E, N.M.P.M. Sec. 1: Lots 3,4,5,6	182.06	HBP	June Danglede Speight 43.75% (25% royalty)	Charles B. Gillespie, Jr. 47.5% DALEN Resources Oil & & Gas Co. 47.5% Monty D. McLaine 3.75%	Lawrence J. Seright .009375%	Charles B. Gillespie, Jr. 47.5% DALEN Resources Oil & Gas Co. 47.5% Monty D. McLaine 3.75%
			HBP	Dorothy Lee Lusk 9.271978% (16.667% royalty)			
			HBP	Marjorie Smart, Trustee of Marjorie C. Smart Revoc- able Trust dated 5/9/90 6.25% (16.667% royalty)			
			HBP	Clarence V. Shelfer 3.296703% (16.667% royalty)			
			HBP	Annie Laura Sturdivant 3.296703% (16.667% royalty)			
			HBP	Teddie Darrell Shelfer 3.296703% (16.667% royalty)			

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

5. cont'd

			HBP	Roy G. Barton, Jr., Trustee of the Roy G. Barton, Sr. and Opal Barton Revocable Trust 3.125% (25% royalty)			
			HBP	Richard H. Power 2.747253% (16.667% royalty)			
			HBP	Jean Benson 2.747253% (16.667% royalty)			
			HBP	Betty Louise Pieper 2.08333% (18.75% royalty)			
			HBP	Robert L. Brown 2.08333% (18.75% royalty)			
			HBP	Effie Shelfer 1.648352% (16.667% royalty)			
			HBP	James Darrell Shelfer 1.648352% (16.667% royalty)			
			HBP	Jane Bowers Stoneman 1.25% (18.75% royalty)			

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

5. cont'd

HBP	Rickie Don Thompson	1.098901%	(16.667% royalty)				
HBP	Treva Joyce Thompson	2.197802%	(16.667% royalty)				
HBP	Penelope Louise Holcomb	1.041667%	(18.75% royalty)				
HBP	Monty D. McLane	1.041667%	(16.667% royalty)				
HBP	Laverne W. Colby	.416667%	(18.75% royalty)				
HBP	Lester F. Colby	.416667%	(18.75% royalty)				
HBP	Dorothy C. Feltz	.416667%	(18.75% royalty)				

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

5. cont'd

HBP	Milton M. Krasne .416666% (16.667% royalty)						
HBP	Patrick J. Cesarano Revocable Trust .354167% (16.667% royalty)						
HBP	Francis J. Moynihan, Jr. .208333% (18.75% royalty)						
HBP	Berkeley N. Moynihan .208333% (18.75% royalty)						
HBP	Barbara M. Gallagher .208333% (18.75% royalty)						
HBP	Suzanne M. Chambers .138889% (16.667% royalty)						
HBP	David Graham McDonald .138889% (16.667% royalty)						

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

5. cont'd

HBP	The Estate of John William McDonald, Anita M. McDonald as Independent Executrix	.13889% (16.667% royalty)					
HBP	Kelly H. Baxter	.0625% (16.667% royalty)					
HBP	Henry W. Lawton	.625% (20% royalty)					
HBP	Joan Sermak	.625% (20% royalty)					
HBP	Nancy O'Connor	.625% (20% royalty)					
HBP	Lewis E. McLaughlin	.3125% (20% royalty)					
HBP	Lois M. McLaughlin	.3125% (20% royalty)					
HBP	Michael Stadwick	.15625% (25% royalty)					

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
5. cont'd							
			HBP	Cherie Weichel .15625% (25% royalty)			
			HBP	Lois H. Stadwick .15625% (25% royalty)			
			HBP	Robert Stadwick .15625% (25% royalty)			
			HBP	Todd Stadwick .15625% (25% royalty)			
			HBP	Harvard Stadwick, Jr. .15625% (25% royalty)			
			HBP	John Stadwick .15625% (25% royalty)			
			HBP	Keith Stadwick .15625% (25% royalty)			
			Unleased	Geraldine Anderson Hill .625% (12.5% royalty)	Unleased	100% None	Geraldine Anderson Hill .625%
			Unleased	Leonard S. Anderson, Jr. .625% (12.5% royalty)	Unleased	100% None	Leonard S. Anderson, Jr. .625%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
6.	<u>T15S-R35E, N.M.P.M.</u> Sec. 34: W/2SW/4, SW/4NW/4	254.47	HBP	Snyder Ranches, Inc. 100% (20% royalty)	Charles B. Gillespie, Jr. 50% DALEN Resources Oil & Gas Co. 50%	None	Charles B. Gillespie, Jr. 50% DALEN Resources Oil & Gas Co. 50%
	<u>T16S-R36E, N.M.P.M.</u> Sec. 6: Lots 3,4,5						
7.	<u>T15S-R35E, N.M.P.M.</u> Sec. 33: SE/4NW/4	40.00	7-20-95	First Interstate Bank of Albuquerque, Trustee of the L. Jay Root Royalty Trust Agreement dated 4/28/83 100% (18.75% royalty)	Charles B. Gillespie, Jr. 50% DALEN Resources Oil & Gas Co. 50%	None	Charles B. Gillespie, Jr. 50% DALEN Resources Oil & Gas Co. 50%

revised May 8, 1995

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

8. T15S-R35E, N.M.P.M.
Sec. 33: SW/4NE/4

40.00	HBP	United Bank of Lea County, Trustee for Chad L. and Norma B. Wiley	DALEN Resources Oil & Gas Co.	None	DALEN Resources Oil & Gas Co.
		50% (18.75% royalty)	Charles B. Gillespie, Jr.		Charles B. Gillespie, Jr.
			William R. Crow		William R. Crow

HBP

Mary Katherine Garrett Noble	25%
*(18.75% royalty)	

HBP

Billie Garrett Lytle	25%
*(18.75% royalty)	

*Subject to the following
Non-Participating
Royalty Owner:
 Charles B. Gillespie, Jr. 3.125%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

9. T155-R35E, N.M.P.M.
 Sec. 33, SE/4NE/4

40.00	HBP	Mildred A. Wright, Trustee under Trust Agreement No. 1 dated 9/9/80	75% *(12.5% royalty)	DALEN Resources Oil & Gas Co. Charles B. Gillespie, Jr. William R. Crow	50% 47.5% 2.5%	None	DALEN Resources Oil & Gas Co. Charles B. Gillespie, Jr. William R. Crow	50% 47.5% 2.5%
-------	-----	---	-------------------------	---	----------------------	------	---	----------------------

HBP

Thomas W. Pettit
 25%
 *(12.5% royalty)

*Subject to the following

Non-Participating
Royalty Owners:

Parallel Petroleum Corporation .9375%
 Rebel Oil Company .78125%
 Robert H. Hannifin .78125%
 Eva H. Matson & Ephraim G. Matson J/T .78125%
 Emily Irene Park & Thomas S. Park .625%
 Winfield S. Carson .625%
 Wilbur W. Irvin & Jamaica S. Irvin J/T .46875%
 Roy G. Barton, Jr., Trustee of the Roy G. Barton, Sr. and Opal Barton Revocable Trust .3125%
 Lanis Palmer .3125%
 The heirs or devisees of Paul Paulk, apparently Selma Paulk .3125%
 Felix Corley .3125%
 C. R. Alderson & Arlene Alderson (h&w) .3125%
 Total: 6.5625%

revised May 8, 1995

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
10.	T15S-R35E, N.M.P.M. Sec. 33; NW/4NE/4	40.00	HBP	Roy G. Barton, Jr., Trustee of the Roy G. Barton, Sr. and Opal Barton Revocable Trust 40% (25% royalty)	DALEN Resources Oil & Gas Co. 47.949219% Charles B. Gillespie, Jr. 44.184571% William R. Crow 2.397461%	None	DALEN Resources Oil & Gas Co. 47.949219% Charles B. Gillespie, Jr. 44.184571% William R. Crow 2.397461%
			HBP	Faye L. Lipsett Klein 25% (16.667% royalty)			
			HBP	Grace Starmer 5% (18.75% royalty)			
			HBP	Elaine Graham Krasne & Milton Krasne (w&h) 4.166667% (18.75% royalty)			
			HBP	The Grooms Trust u/a dated 12/15/82 3.75% (18.75% royalty)			
			Unleased	Charles B. Gillespie, Jr. 3.315429% (12.5% royalty)	Unleased	100%	Charles B. Gillespie, Jr. 3.315429%
			HBP	Vance Lee Mason 2.5% (18.75% royalty)			

revised May 8, 1995

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

10. cont'd

HBP	The Estate of John Sewell Randall 2.5% (25% royalty)						
Unleased	DALEN Resources Oil & Gas Co. 2.050781% (12.5% royalty)			Unleased	100%	None	DALEN Resources Oil & Gas Co. 2.050781%
HBP	Dorothy Fuller Lundeen 1.822916% (18.75% royalty)						
HBP	Russell Pang & Ann Pang (h&w) 1.5625% (18.75% royalty)						
HBP	The Estate of John William McDonald 1.388889% (18.75 % royalty)						
HBP	David Graham McDonald 1.388889% (18.75% royalty)						
HBP	Margot Suzanne McDonald Chambers 1.388889% (18.75% royalty)						

revised May 8, 1995

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

10. cont'd

HBP	Heidi C. Barton 1.215278% (25% royalty)						
HBP	Brett C. Barton 1.215278% (25% royalty)						
HBP	Roy G. Barton, III 1.215278% (25% royalty)						
HBP	Kelly H. Baxter .416667% (18.75% royalty)						
Unleased	William R. Crow .102539% (12.5% royalty)			Unleased	100%	None	William R. Crow .102539%

11. T15S-R35E, N.M.P.M.
Sec. 33: NE/4NE/4

HBP	Roy G. Barton, Jr., Trustee of the Roy G. Barton, Sr. and Opal Barton Revocable Trust 25% (25% royalty)	DALEN Resources Oil & Gas Co. 50.0% Charles B. Gillespie, Jr. 47.5% William R. Crow 2.5%	None	DALEN Resources Oil & Gas Co. 50.0% Charles B. Gillespie, Jr. 47.5% William R. Crow 2.5%
HBP	Faye L. Lipsett Klein 25% (16.667% royalty)			
HBP	Roy G. Barton, Jr. 12.5% (25% royalty)			

revised May 8, 1995

revised May 8, 1995

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
-----------	---------------------	-----------------	--	------------------------------	---------------------------------	-----------------------------------	---------------------------------

11. cont'd

HBP	Norma J. Chanley 12.5% (25% royalty)
HBP	Joan L. Yarnell Rine 12.5% (12.5% royalty)
HBP	William Robert Yarnell 12.5% (18.75% royalty)

7	PATENTED	TRACTS	TOTALING	636.53	ACRES	OR	43.63%	OF	UNIT	AREA
---	----------	--------	----------	--------	-------	----	--------	----	------	------

11	TRACTS	TOTALING	1,438.95	ACRES	IN	UNIT	AREA
----	--------	----------	----------	-------	----	------	------

EXHIBIT "C"

Attached to and made a part of the Unit Agreement for the
West Lovington Strawn Unit Area
Lea County, New Mexico

<u>Tract No.</u>	<u>Tract Participation</u>
1	28.0140037%
2	17.7235496%
3	5.5420300%
4	7.4670668%
5	21.2593893%
6	6.3299740%
7	6.3063828%
8	3.5613180%
9	1.9382478%
10	1.4701997%
11	<u>0.3878383%</u>
Total	100.0000000%