

Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.
13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all 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.
14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: ELK OIL COMPANY

BY: 

Joseph J. Kelly, President

LESSEES OF RECORD: CROSS TIMBERS OIL COMPANY

BY: 

810 Houston Street

Suite 2000

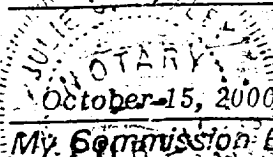
Fort Worth, Texas 76102

STATE OF NEW MEXICO)

COUNTY OF CHAVES)

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The foregoing instrument was acknowledged before me this 9th day of April 19 98 by Joseph J. Kelly, as President on behalf of ELK OIL Company, a New Mexico corporation.


My Commission Expires


Notary Public