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UNIT AGREEMENT

Speaker Field Unit
Cheyenne and Kit Carson Counties, Colorado
Morrow V-II Sandstone Formation

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UNIT AGREEMENT

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Speaker Field Unit
Cheyenne and Kit Carson Counties, Colorado

THIS AGREEMENT, entered into as of the 11th day of November, 1994, by the Parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a Party hereto, or whose interests are made subject hereto by operation of law,

W I T N E S S E T H:

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from the Speaker Field, in Cheyenne and Kit Carson Counties, Colorado and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to enter into this agreement to unitize the Oil and Gas Rights in and to the Unitized Formation in order to conduct Unit Operations as herein provided, pursuant to Article 60 of Chapter 34 of the Colorado Revised Statutes, as amended or by unanimous approval of all Royalty Owners and all Working Interest Owners.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed as follows:

ARTICLE 1

DEFINITIONS

As used in this agreement:

1.1 Unit Area is the land described by Tracts in Exhibit A and shown on Exhibit B as to which this agreement becomes effective or to which it may be extended as herein provided.

1.2 Unitized Reservoir is that subsurface portion of the Morrow Formation of Pennsylvanian Age underlying the Unit Area described as the stratigraphic equivalent of the V-11 sandstone encountered between 6452 feet and 6476 feet inclusive, below the surface in the Speaker #5-13 well located in Section 13, Township 12 South, Range 51 West, Cheyenne County, Colorado, and as shown on the combined gamma ray, porosity and dual induction log for the well.

1.3 Unitized Substances are all oil, gas, gaseous substances, and sulphur contained in gas, condensate, distillate, and all associated and constituent substances other than Outside Substances within or produced from the Unitized Reservoir.

1.4 Working Interest is an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise, including a carried interest, the owner of which is obligated to pay, either in cash or out of production or otherwise, a portion of the Unit Expense; however, Oil and Gas Rights that are free of lease or other instrument creating a Working Interest shall be regarded as a Working Interest to the extent of thirteen-sixteenths (13/16) thereof and a Royalty Interest to the extent of the remaining three-sixteenths (3/16) thereof. A Royalty Interest created out of a Working Interest subsequent to the execution of this agreement by the owner of such Working Interest shall continue to be subject to such Working Interest burdens and obligations that are stated in this agreement and the Unit Operating Agreement.

1.5 Royalty Interest is a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

1.6 Royalty Owner is a Party who owns a Royalty Interest.

1.7 Working Interest Owner, Owner, or Lessee is a Party who owns a Working Interest.

1.8 Tract is the land identified as such and given a tract number in Exhibit A.

1.9 Unit Operating Agreement is the agreement entered into by Working Interest Owners, having the same Effective Date as this agreement, entitled "Unit Operating Agreement, Speaker Field Unit, Cheyenne and Kit Carson Counties, Colorado."

1.10 Unit Operator is the Party designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations, acting as operator and not as a Working Interest Owner.

1.11 Tract Participation is the percentage shown on Exhibit A for allocating Unitized Substances to a Tract.

1.12 Unit Participation of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract within the Unit Area by the Tract Participation of such Tract.

1.13 Outside Substances are substances purchased or otherwise obtained for a consideration by Working Interest Owners and injected into the Unitized Reservoir.

1.14 Oil and Gas Rights are the rights 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.

1.15 Unit Operations are all operations conducted pursuant to this agreement and the Unit Operating Agreement.

1.16 Unit Equipment is 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.

1.17 Unit Expense is 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.

1.18 Effective Date is the time and date this agreement becomes effective as provided in Article 17.

1.19 Party is any individual, corporation, partnership, association, receiver, trustee, curator, executor, administrator, guardian, tutor, fiduciary, or other representative of any kind, any department, agency, or instrumentality of the state, or any governmental subdivision thereof, or any other entity capable of holding an interest in the Unitized Formation.

1.20 Excluded Wells are those wells shown as "Wells Excluded from Unit" on Exhibit B. The Excluded Wells, including all production therefrom and all personal property, lease and well equipment used in connection therewith, are expressly excluded from this agreement and the Unit Operating Agreement.

ARTICLE 2

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EXHIBITS

2.1 Exhibits. The following exhibits, which are attached hereto, are incorporated herein by reference.

2.1.1 Exhibit A is a schedule that describes each Tract in the Unit Area and shows its Tract Participation. Exhibit A also lists the Excluded Wells.

2.1.2 Exhibit B is a map that shows the boundary lines of the Unit Area, the Tracts therein and all wells completed in the Unitized Reservoir.

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

2.3 Exhibits Considered Correct. Exhibits A and B shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse Royalty or Working Interest Ownership on the Effective Date, should have been divided into more than one Tract, or that any mechanical miscalculation or clerical error has been made, Unit Operator, with the approval of Working Interest Owners and, if required, the Oil and Gas Conservation Commission of the State of Colorado, shall correct the mistake by revising the exhibits to conform to the facts. Revisions shall not be made as a result of any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each revision thereafter made 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.

2.5 Filing Revised Exhibits. If an exhibit is revised, Unit Operator shall execute an appropriate instrument with the revised exhibit attached and file the same with the Oil and Gas Conservation Commission of the State of Colorado, if required, and for record in any county or counties in which this agreement is filed.

ARTICLE 3

CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized. All Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit A, and all Oil and Gas Rights of Working Interest Owners in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Reservoir, so that Unit Operations may be conducted with respect to the Unitized Reservoir as if the Unit Area has been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease contained all of the provisions of this agreement.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement.

3.3 Amendment of Leases and Other Agreements. The provisions of the various leases, agreements, division and transfer orders, or other instruments pertaining to the respective Tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect.

3.4 Continuation of Leases and Term Interests. Production from any part of the Unitized Reservoir, except for the purpose of determining payments to Royalty Owners, or other Unit Operations shall be considered as production from or

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operations upon each Tract, and such production or operations shall continue in effect each lease or term mineral or royalty interest as to all lands and formations covered thereby just as if such operations were conducted on and as if a well were producing from each Tract.

3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to Oil and Gas Rights by any Party hereto to any other Party or to Unit Operator.

3.6 Injection Rights. Royalty Owners hereby grant Working Interest Owners the right to inject into the Unitized Reservoir any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, together with the right to drill, use, and maintain injection wells on the Unit Area, and to use for injection purposes any non-producing or abandoned wells or dry holes, and any producing wells completed in the Unitized Formation.

3.7 Development Obligation. Nothing herein shall relieve Working Interest Owners from any obligation to develop reasonably the lands and leases committed hereto.

3.8 Cooperative Agreement. Unit Operator may, after approval by Working Interest Owners, enter into cooperative agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.

ARTICLE 4

PLAN OF OPERATIONS

4.1 Unit Operator. Working Interest Owners are concurrently herewith entering into the Unit Operating Agreement designating Union Pacific Resources Company as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this agreement shall govern.

4.2 Method of Operation. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owners shall, with

diligence and in accordance with good engineering and production practices, engage in pressure maintenance operations by reinjection of produced gas, reinjection of water or any other enhanced recovery operation, including the reinjection of Outside Substances.

4.3 Change of Method of Operation. Nothing herein shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operation which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owner pursuant to the voting procedures of the Unit Operating Agreement, from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances. Changes in the method of operation shall be subject to approval, if required, of the Oil and Gas Conservation Commission of the State of Colorado.

ARTICLE 5

TRACT PARTICIPATIONS

5.1 Tract Participations. The Tract Participation of each Tract and the formula for determining Tract Participations are shown in Exhibit A.

5.2 Relative Tract Participations. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6

ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All Unitized Substances produced and saved, except such portion thereof as is used, lost or consumed in Unit Operations, shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether the amount is more or less than the

actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

6.2 Distribution Within Tracts. 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 Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to the different parts of the Tract, the owners of the divided interests, in the absence of any agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract. Any royalty or other payment which depends upon per well production or pipeline runs from a well or wells on a Tract shall, after the Effective Date, be determined by dividing the Unitized Substances allocated to the Tract by the number of wells on the Tract capable of producing Unitized Substances on the Effective Date; however, if any Tract has no well thereon capable of producing Unitized Substances on the Effective Date, the Tract shall, for the purposes of this determination, be deemed to have one such well thereon.

6.3 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 or by purchase from such owners. Such Parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided they are so constructed, maintained, and operated so as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of Unitized

Substances shall be borne by the owner of such portion. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of Unitized Substances.

6.4 Failure to Take in Kind. If any Party fails to take in kind or separately dispose of such Party's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the Party owning the share, to purchase or sell to others such share; however, 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. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of each affected Tract or a Party designated by such Working Interest Owners who shall distribute such proceeds to the Parties entitled thereto. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any other Party's share of gas production without first giving such other Party sixty (60) days notice of such intended sale.

6.5 Responsibility for Royalty Settlements. Any Party receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract shall be responsible for the payment of all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances, and shall indemnify all parties hereto, including Unit Operator, against any liability for such payment.

6.6 Royalty on Outside Substances. If any Outside Substance consisting of gases is injected into the Unitized Reservoir, fifty percent (50%) of any like substance contained in Unitized Substances subsequently produced and sold, or used for other than Unit Operations, shall be deemed to be the Outside

Substance so injected until the total volume thereof equals the total volume of the Outside Substance so injected. If any Outside Substance which prior to injection is liquified petroleum gas or other liquid hydrocarbons is injected into the Unitized Reservoir, ten percent (10%) of all Unitized Substances produced and sold after one year from the time the injection of such Outside Substance was commenced shall be deemed to be a part of the Outside Substance so injected until the total value of the production deemed to be such Outside Substance equals the total cost of the Outside Substance so injected. Such ten percent (10%) of the Unitized Substances deemed to be Outside Substances will be in addition to that which is being recovered for gases as hereinabove provided if both liquefied petroleum gas or other liquid hydrocarbons and gases are injected. No payment shall be due or payable to Royalty Owners on substances produced from the Unitized Reservoir that are deemed to be Outside Substances.

ARTICLE 7

PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil or Liquid Hydrocarbons in Lease Tanks. Unit Operator shall gauge or otherwise determine the amount of merchantable oil or other liquid hydrocarbons produced from the Unitized Reservoir that are in lease and power-oil tanks as of 8:00 a.m. on the Effective Date. Oil or other liquid hydrocarbons in treating vessels, separation equipment, and tanks below pipeline connections shall not be considered merchantable.

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use or consume Unitized Substances for Unit Operations, including but not limited to the injection thereof in the Unitized Reservoir, provided that crude oil shall not be used for fuel for Unit Operations.

8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations.

ARTICLE 9

TRACTS TO BE INCLUDED IN UNIT

9.1 Unit Tracts. On and after the Effective Date and until the enlargement or reduction thereof, the Unit Area shall be composed of the Tracts listed in Exhibit A.

ARTICLE 10

TITLES

10.1 Production Where Title is in Dispute. 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 Substances 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 judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the Party rightfully entitled thereto.

10.2 Payment of Taxes to Protect Title. The owner of surface rights to lands within the Unit Area, or severed mineral interests or Royalty Interests in such lands, or lands outside the Unit Area on which Unit Equipment is located, is responsible for the payment of any ad valorem taxes on all such rights, interests, or property, unless such owner and Working Interest Owners otherwise agree. If any ad valorem taxes are not paid by or for such owner when due, Unit Operator may, with approval of Working Interest Owners, at any time prior to tax sale, or expiration of period of redemption after tax sale, pay the tax, redeem such rights, interest, or property, and discharge the tax lien. Any such payment shall be an item of Unit Expense. Unit

Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due any delinquent taxpayer an amount sufficient to defray the costs of such payment or redemption, such withholding to be credited to Working Interest Owners. Such withholding shall be without prejudice to any other remedy available to Unit Operator or Working Interest Owners.

10.3 Loss or Failure of Title. In the event of the loss or failure of the title, in whole or in part, of any Party hereto to any lease, or to any oil and gas mineral estate or any interest therein covered hereby, the interest of such Party in and to Unitized Substances shall be reduced in proportion to such loss or failure of title as of the date such loss or failure of title is finally determined; provided, that such revision of ownership interest shall not be retroactive as to Unit Expenses incurred or as to revenues or Unitized Substances obtained prior to such date; provided, further, that each Party hereto whose title has been lost or has failed, as aforesaid, shall indemnify the other Parties hereto against, and shall hold such other Parties harmless from, all loss, cost, damage and expense which may result from, or in any manner arise because of, the delivery to such Party of Unitized Substances or the payment to such Party of proceeds thereof, prior to the date said loss or failure of title is finally determined; however, if title to a Working Interest is lost by reason of Unit Operations, such loss shall not be considered a failure of title, and any such loss shall be the joint loss of all Working Interest Owners borne in proportion to their respective Unit Participations.

ARTICLE 11

EASEMENTS OR USE OF SURFACE

11.1 Grant of Easements. The Parties hereto, to the extent of their rights and interests, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area; however, nothing herein shall be construed as leasing or

otherwise conveying to Working Interest Owners a campsite or a plant site for water injection, gas injection, or gas processing.

11.2 Use of Water. Working Interest Owners shall have and are hereby granted free use of water from the Unit Area for Unit Operations, except water from any well, lake, pond or irrigation ditch of a Royalty Owner.

11.3 Surface Damages. Working Interest Owners shall pay the owner thereof for actual damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

ARTICLE 12

CHANGES AND AMENDMENTS

12.1 Changes and Amendments. Any enlargement or reduction of the Unit Area or any amendment to this agreement or to the Unit Operating Agreement shall be in accordance with Article 60 of Chapter 34 of the Colorado Revised Statutes, as amended.

12.2 Enlargements of Unit Area. The Unit Area may be enlarged from time to time to include acreage reasonably proved to be productive upon terms as may be determined by Working Interest Owners including, but not limited to, the following:

12.2.1 Participation Fair and Reasonable. The participation to be allocated to the acreage shall be fair and reasonable, considering all available information.

12.2.2 No Retroactive Allocation. There shall be no retroactive allocation or adjustment of Unit Expenses or of interests in the Unitized Substances produced, or proceeds thereof; however, the limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.3 Determination of Tract Participation. Unit Operator, subject to approval by Working Interest Owners under the voting procedure established in the Unit Operating Agreement and further subject to Section 5.2 hereof, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits A and B accordingly.

12.4 Effective Date of Enlargement. The effective date of any enlargement of the Unit Area shall be 7:00 a.m. on the first day of the calendar month following compliance with conditions for enlargement as specified by Working Interest Owners, and the filing for record of revised Exhibits A and B in the counties in which this agreement is recorded, and compliance with the provisions of Article 60 of Chapter 34 of the Colorado Revised Statutes, as amended.

ARTICLE 13

TRANSFER OF TITLE-PARTITION

13.1 Transfer of Title. Any conveyance of all or any part of any interest owned by any Party hereto with respect to any Tract shall be made expressly subject to this agreement. No change of title shall be binding upon Unit Operator, or upon any Party hereto other than the Party so transferring, until 7:00 a.m. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy, or a certified copy, of the recorded instrument evidencing such change of ownership.

13.2 Waiver of Rights to Partition. Each Party hereto agrees that, during the existence of this agreement, it will not resort to any action to partition the Unitized Reservoir or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14

RELATIONSHIP OF PARTIES

14.1 No Partnership. The duties, obligations, and liabilities of the Parties hereto are intended to be and shall 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 or fiduciary 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 obligations as herein provided.

14.2 No Joint Refining or Marketing. This agreement is not intended to provide, and shall not be construed to provide,

directly or indirectly, for any joint refining or marketing of Unitized Substances.

14.3 Royalty Owners Free of Costs. This agreement is not intended to impose and shall not be construed to impose, upon any Royalty Owner any obligation to pay Unit Expense unless such Royalty Owner is otherwise so obligated; provided, however, that any interest created out of a Working Interest shall be subject to the security rights provided by the Unit Operating Agreement. The owner of any such interest shall be subrogated to the security rights available against the Working Interest out of which such interest was created.

14.4 Information to Royalty Owners. Each Royalty Owner shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with any Working Interest Owner.

ARTICLE 15

LAWS AND REGULATIONS

15.1 Laws and Regulations. This agreement shall be subject to all applicable federal, state, and municipal laws, rules, regulations, and orders.

ARTICLE 16

FORCE MAJEURE

16.1 Force Majeure. All obligations imposed by this agreement on each Party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a labor dispute, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by any rule, regulation, or order of a governmental agency; by inability to secure materials, permits or rights of way; or by any other cause or causes, whether similar or dissimilar, beyond reasonable control of the Party. No Party shall be required against its will to adjust or settle any labor dispute. Neither this agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article. 16.

ARTICLE 17

EFFECTIVE DATE

17.1 Effective Date. This agreement shall become binding upon each Party as of the date such Party signs the instrument by which it becomes a Party hereto and shall become effective at the time and date as determined by Working Interest Owners in accordance with the voting provisions of the Unit Operating Agreement. Such determination by Working Interest Owners shall be in accordance with an order approving this unit by the Oil and Gas Conservation Commission of the State of Colorado.

17.2 Ipsa Facto Termination. If this unit is not made effective on or before April 1, 1995, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest Owners owning a combined Unit Participation of at least eighty percent (80%) have approved this agreement and Working Interest Owners owning sixty-five percent (65%) or more of that percent have decided to extend the termination date for a period not to exceed one year. If the termination date is so extended and this unit is not made effective on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this Section, Unit Participation shall be as calculated on the basis of Tract Participation shown on the original Exhibit A.

17.3 Certificate of Effectiveness. Unit Operator shall file with the Oil and Gas Conservation Commission of the State of Colorado, if required, and for the records in Cheyenne and Kit Carson Counties, Colorado, a certificate stating the Effective Date.

ARTICLE 18

TERM

18.1 Term. The term of this agreement shall be for the time that Unitized Substances are produced in paying quantities or other Unit Operations are conducted without cessation of more

than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners owning a combined Unit Participation of ninety percent (90%) or more whenever such Working Interest Owners determine that Unit Operations are no longer economically feasible.

18.2 Effect of Termination. Upon termination of this agreement, the further development and operation of the Unitized Reservoir as a unit shall be abandoned, and Unit Operations shall cease. Each oil and gas lease and other agreement covering lands within the Unit Area shall remain in force for sixty (60) days after the date on which this agreement terminates, and for such further period as is provided by the lease or other agreement. The relationships among owners of Oil and Gas Rights shall otherwise and thereafter be governed by the terms and provisions of the leases and other instruments, not including this agreement affecting the separate Tracts.

18.3 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each Tract, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after the date of termination of this agreement within which to salvage and remove Unit Equipment.

18.4 Certificate of Termination. Upon termination of this agreement, Unit Operator shall file with the Oil and Gas Conservation Commission of the State of Colorado, as required, and for records in Cheyenne and Kit Carson Counties, Colorado, a certificate that this agreement has been terminated, stating its termination date.

ARTICLE 19

EXECUTION

19.1 Original, Counterpart, or Other Instrument. An owner of Oil and Gas Rights may become a Party to this agreement by signing the original, a counterpart thereof, or other instrument agreeing to become a Party hereto. The signing of any such instrument shall have the same effect as if all Parties had signed the same instrument.

19.2 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 and additional interest thereafter acquired by such Party.

ARTICLE 20

GENERAL

20.1 Action by Working Interest Owners. Except as otherwise provided in this agreement, any action or approval required by Working Interest Owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.

20.2 Lien and Security Interest of Unit Operator. Unit Operator shall have a lien and security interest in the interests of Working Interest Owners in the Unit Area as provided in the Unit Operating Agreement.

ARTICLE 21

SUCCESSORS AND ASSIGNS

21.1 Successors and Assigns. This agreement shall extend to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, devisees, legal representatives, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

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

Attest: UNION PACIFIC RESOURCES COMPANY

Secretary

By: Karl M. ...
Its: Attorney-in-Fact

*copy
WAX
MPC
REG
MS*

Attest: SINCLAIR OIL CORPORATION

Secretary

By: _____
Its: _____

Attest: MUSTANG OIL AND GAS CORPORATION

Secretary

By: _____
Its: _____

Attest: SATURN LAND COMPANY, INC.

Secretary

By: _____
Its: _____

W.R. MURFIN d/b/a
MURFIN DRILLING COMPANY

By: _____

Attest: ~~POCO PRODUCING COMPANY~~

Secretary

By: _____
Its: _____

Attest: THE ANSCHUTZ CORPORATION

Secretary

By: _____
Its: _____

Attest: PENA BLANCA CORPORATION

Secretary

By: _____
Its: _____

FILE DATE: 04/17/1995 FILE TIME: 03:50
KIT CARSON COUNTY, CO, DELLA M CALHOON - COUNTY CLK REC #: 1995L 511993
PAGE #: 0027 OF 0050

Attest:

UNION PACIFIC RESOURCES COMPANY

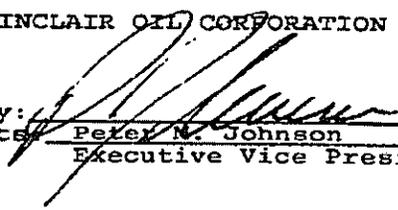
Secretary

By: _____
Its: _____

Attest:

SINCLAIR OIL CORPORATION

Secretary

By: 
Its: Peter N. Johnson
Executive Vice President

Asmt to Citation

Handwritten mark

Handwritten initials

Attest:

MUSTANG OIL AND GAS CORPORATION

Secretary

By: _____
Its: _____

Attest:

SATURN LAND COMPANY, INC.

Secretary

By: _____
Its: _____

W.R. MURFIN d/b/a
MURFIN DRILLING COMPANY

By: _____

Attest:

~~POGO PRODUCING COMPANY~~

Secretary

By: _____
Its: _____

Attest:

THE ANSCHUTZ CORPORATION

Secretary

By: _____
Its: _____

Attest:

PENA BLANCA CORPORATION

Secretary

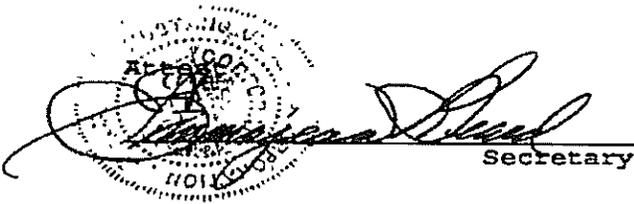
By: _____
Its: _____

Attest: UNION PACIFIC RESOURCES COMPANY

Secretary By: _____
Its: _____

Attest: SINCLAIR OIL CORPORATION

Secretary By: _____
Its: _____



Secretary

MUSTANG OIL & GAS CORPORATION
By: *[Signature]*
Its: President

Asmt 40' and mark

Attest: SATURN LAND COMPANY, INC.

Secretary By: _____
Its: _____

W.R. MURFIN d/b/a
MURFIN DRILLING COMPANY
By: _____

Attest: ~~POGO PRODUCING COMPANY~~

Secretary By: _____
Its: _____

Attest: THE ANSCHUTZ CORPORATION

Secretary By: _____
Its: _____

Attest: PENA BLANCA CORPORATION

Secretary By: _____
Its: _____

Attest: UNION PACIFIC RESOURCES COMPANY

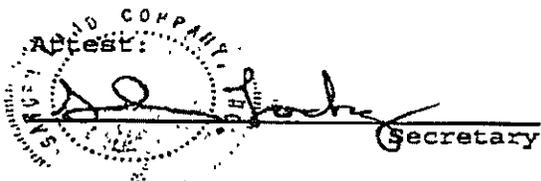
Secretary By: _____
Its: _____

Attest: SINCLAIR OIL CORPORATION

Secretary By: _____
Its: _____

Attest: MUSTANG OIL AND GAS CORPORATION

Secretary By: _____
Its: _____

Attest: 

Secretary

SATURN LAND COMPANY, INC.
By: Harrietta A. Wade
Its: Vice President

W.R. MURFIN d/b/a
MURFIN DRILLING COMPANY
By: _____

Attest: ~~POGO PRODUCING COMPANY~~

Secretary By: _____
Its: _____

Attest: THE ANSCHUTZ CORPORATION

Secretary By: _____
Its: _____

Attest: PENA BLANCA CORPORATION

Secretary By: _____
Its: _____

Attest:

UNION PACIFIC RESOURCES COMPANY

Secretary

By: _____
Its: _____

Attest:

SINCLAIR OIL CORPORATION

Secretary

By: _____
Its: _____

Attest:

MUSTANG OIL AND GAS CORPORATION

Secretary

By: _____
Its: _____

Attest:

SATURN LAND COMPANY, INC.

Secretary

By: _____
Its: _____

W.R. MURFIN d/b/a
MURFIN DRILLING COMPANY

By: _____

Attest:

~~POGO PRODUCING COMPANY~~

Secretary

By: _____
Its: _____

Attest:

THE ANSCHUTZ CORPORATION

Doreen Krutson
ASSISTANT Secretary

By: *William J. Lentz*
Its: ASST. VICE PRESIDENT

Attest:

PENA BLANCA CORPORATION

Secretary

By: _____
Its: _____

Attest: UNION PACIFIC RESOURCES COMPANY

Secretary By: _____
Its: _____

Attest: SINCLAIR OIL CORPORATION

Secretary By: _____
Its: _____

Attest: MUSTANG OIL AND GAS CORPORATION

Secretary By: _____
Its: _____

Attest: SATURN LAND COMPANY, INC.

Secretary By: _____
Its: _____

W.R. MURFIN d/b/a
MURFIN DRILLING COMPANY

By: _____

Attest: ~~POSC PRODUCING COMPANY~~

Secretary By: _____
Its: _____

Attest: THE ANSCHUTZ CORPORATION

Secretary By: _____
Its: _____

Attest: PENA BLANCA CORPORATION

Secretary By: *J.M. [Signature]*
Its: *President*

T.H. McELVAIN OIL AND GAS LTD.

McElvain Oil & Gas Properties, Inc., General Partner

By: George B. Broome
Its: Vice President, Land & Properties

WIEPKING-FULLERTON ENERGY

By: _____
Its: _____

Attest:

WEXFORD RESOURCES, INC.

Secretary

By: _____
Its: _____

DONALD G. PARSONS

George Broome

GEORGE BROOME

Ed M. Gavin

ED M. GAVIN

MARY ELLEN LACKEY

JAMES A. WINN

JUANITA B. WINN

Attest:

MURFIN INC.

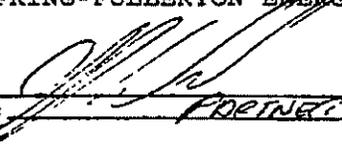
Secretary

By: _____
Its: _____

T.H. McELVAIN OIL AND GAS LTD.

By: _____
Its: _____

WIEPKING-FULLERTON ENERGY

By:  _____
Its: FORNELL _____

Attest:

WEXFORD RESOURCES, INC.

Secretary

By: _____
Its: _____

DONALD G. PARSONS

GEORGE BROOME

ED M. GAVIN

MARY ELLEN LACKEY

JAMES A. WINN

JUANITA B. WINN

Attest:

MURFIN INC.

Secretary

By: _____
Its: _____

T.H. McELVAIN OIL AND GAS LTD.

By: _____
Its: _____

WIEPKING-FULLERTON ENERGY

By: _____
Its: _____

WEXFORD RESOURCES, INC.

By: Donald M. Lane
Its: VICE-PRESIDENT

Attest: Debra M. McKenna
Secretary



DONALD G. PARSONS

GEORGE BROOME

ED M. GAVIN

MARY ELLEN LACKEY

JAMES A. WINN

JUANITA B. WINN

MURFIN INC.

Attest:

Secretary

By: _____
Its: _____

T.H. McELVAIN OIL AND GAS LTD.

By: _____
Its: _____

WIEPKING-FULLERTON ENERGY

By: _____
Its: _____

Attest:

WEXFORD RESOURCES, INC.

Secretary

By: _____
Its: _____

DONALD G. PARSONS

GEORGE BROOME

ED M. GAVIN



MARY ELLEN LACKEY, by Shawn Lackey,
Attorney-In-Fact

JAMES A. WINN

JUANITA B. WINN

Attest:

MURFIN INC.

Secretary

By: _____
Its: _____

Shawn Lackey
SHAWN LACKEY

PHILIP F. ANSCHUTZ

Garnett A. Wade
GARNETT A. WADE

SHANKER PETROLEUM, INC.



Garnett A. Wade
Secretary

By: Scott H. Paul
Its: President

UNITED STATES BUREAU OF LAND
MANAGEMENT

By: _____
Its: _____

COLORADO STATE BOARD OF LAND
COMMISSIONERS

By: _____
Its: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____
as _____ of Union Pacific Resources Company.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

SHAWN LACKEY

PHILIP F. ANSCHUTZ

GARRETT A. WADE

SHANKER PETROLEUM, INC.

Attest:

Secretary

By: _____
Its: _____

UNITED STATES BUREAU OF LAND
MANAGEMENT

By: _____
Its: _____

COLORADO STATE BOARD OF LAND
COMMISSIONERS

By: _____
Its: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

The foregoing instrument was acknowledged before me
this 14th day of December, 1994 by Karl L. Nesselrode
as Attorney-in-Fact of Union Pacific Resources Company.

Witness my hand and official seal.

My commission expires: 5/23/97

Patricia J. Richards
Notary Public



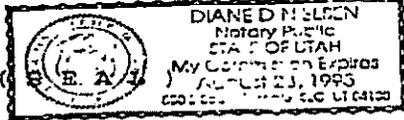
BOOK 291 PAGE 971

STATE OF Utah)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me
this 12 day of December, 1994 by John M. Johnson
as Executive V.P. of Sinclair Oil Corporation.

Witness my hand and official seal.

My commission expires: 8/23/95



Diana D. Nelson
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____
as _____ of Mustang Oil and Gas Corporation.

Witness my hand and official seal.

My commission expires: _____

(S E A L) _____
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____
as _____ of Saturn Land Company, Inc.

Witness my hand and official seal.

My commission expires: _____

(S E A L) _____
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by W.R. Murfin.

Witness my hand and official seal.

My commission expires: _____

(S E A L) _____
Notary Public

BOOK 291 PAGE 972

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by _____,
as _____ of Sinclair Oil Corporation.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF Texas)
COUNTY OF Brewer) SS.

The foregoing instrument was acknowledged before me
this 12 day of December, 1994 by Bob J. Beard,
as President of Mustang Oil & Gas Corporation.

Witness my hand and official seal.

My commission expires: 01-03-98.

Leandra S. Ashman
Notary Public



STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by _____,
as _____ of Saturn Land Company, Inc.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by W.R. Murfin.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

BOOK 291 PAGE 973

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____,
as _____ of Sinclair Oil Corporation.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____,
as _____ of Mustang Oil and Gas Corporation.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF Oklahoma)
COUNTY OF Pottawatomie) SS.

The foregoing instrument was acknowledged before me
this 14th day of December, 1994 by Garrett A. Wade,
as Vice President of Saturn Land Company, Inc.

Witness my hand and official seal.

My commission expires: 1-5-95.

Pam Brady
Notary Public



STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by W.R. Murfin.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF COLORADO)
COUNTY OF DENVER) ss.

BOOK **291** PAGE **974**

The foregoing instrument was acknowledged before me
this 12th day of DECEMBER, 1994 by DEALD J MYKESNA
as Vice President of Wiepking-Fullerton Energy.

Witness my hand and official seal.

My commission expires: _____



[Signature]
4/9/95
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by _____,
as _____ of Wexford Resources, Inc.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by Donald G. Parsons.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by George Broome.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me
this 12th day of DECEMBER, 1994 by JEFF WIEPKING
as OWNER of Wiepking-Fullerton Energy.

Witness my hand and official seal.
My commission expires: 2-11-97

James B. Fullerton
Notary Public

(S E A L)

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____
as _____ of Wexford Resources, Inc.

Witness my hand and official seal.
My commission expires: _____

Notary Public

(S E A L)

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by Donald G. Parsons.

Witness my hand and official seal.
My commission expires: _____

Notary Public

(S E A L)

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by George Broome.

Witness my hand and official seal.
My commission expires: _____

Notary Public

(S E A L)

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____
as _____ of Wiepking-Fullerton Energy.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____
as _____ of Wexford Resources, Inc.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by Donald G. Parsons.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

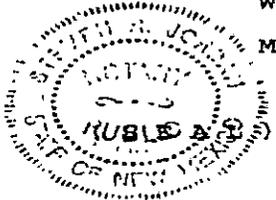
Notary Public

STATE OF New Mexico)
COUNTY OF Santa Fe) ss.

The foregoing instrument was acknowledged before me
this 17th day of December, 1994 by George Broome.

Witness my hand and official seal.

My commission expires: 9-6-98.



Ruble A. Jordan
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____,
as _____ of Pogo Producing Company.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me
this 7th day of December, 1994 by William F. Lentz,
as Asst. Vice President of The Anschutz Corporation.

Witness my hand and official seal.

My commission expires: July 19, 1997.



Della M. Calhoon
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____,
as _____ of Pena Blanca Corporation.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____,
as _____ of T.H. McElvain Oil and Gas Ltd.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

BOOK 291 PAGE 978

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by _____,
as _____ of Pogo Producing Company.

Witness my hand and official seal.

My commission expires: _____.

(S E A L) _____
Notary Public

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by _____,
as _____ of The Anschutz Corporation.

Witness my hand and official seal.

My commission expires: _____.

(S E A L) _____
Notary Public

STATE OF New Mexico)
COUNTY OF Santa Fe) ss.

The foregoing instrument was acknowledged before me
this 19th day of December, 1994 by T. H. McElvain, Jr.,
as President of Pena Blanca Corporation.

Witness my hand and official seal.

My commission expires: September 6, 1998.



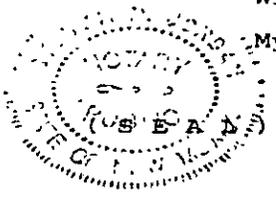
Steven R. Jordan
Notary Public

STATE OF New Mexico)
COUNTY OF Santa Fe) ss.

The foregoing instrument was acknowledged before me
this 19th day of December, 1994 by George B. Broome,
as Vice President of T.H. McElvain Oil and Gas Properties, Inc.

Witness my hand and official seal.

My commission expires: September 6, 1998.



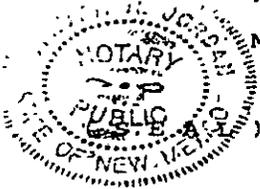
Steven R. Jordan
Notary Public

STATE OF New Mexico)
COUNTY OF Santa Fe) ss.

BOOK 291 PAGE 979

The foregoing instrument was acknowledged before me
this 19th day of December, 1994 by Ed M. Gavin.

Witness my hand and official seal.



My commission expires: 9-6-98

[Signature]
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by Mary Ellen Lackey.

Witness my hand and official seal.

My commission expires: _____

(S E A L) _____
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by James A. Winn.

Witness my hand and official seal.

My commission expires: _____

(S E A L) _____
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by Juanita B. Winn.

Witness my hand and official seal.

My commission expires: _____

(S E A L) _____
Notary Public

BOOK 291 PAGE 980

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by Ed M. Gavin.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

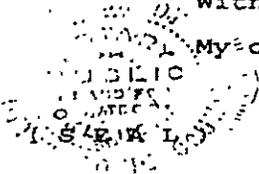
Notary Public

STATE OF Oklahoma)
COUNTY OF Pottawatomie) ss.

The foregoing instrument was acknowledged before me
this 4th day of December, 1994 by ~~Mary Ellen Lackey~~ Shawn Lackey,
Attorney-In-Fact for Mary Ellen Lackey.

Witness my hand and official seal.

My commission expires: 1-5-95



Sam Brady
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by James A. Winn.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by Juanita B. Winn.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by _____,
as _____ of Murfin Inc.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

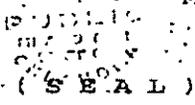
Notary Public

STATE OF Oklahoma)
COUNTY OF Pottawatomie) ss.

The foregoing instrument was acknowledged before me
this 14th day of December, 1994 by Shawn Lackey.

Witness my hand and official seal.

My commission expires: 1-5-95.



Dan Brady
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ___ day of _____, 1994 by Philip F. Anschutz.

Witness my hand and official seal.

My commission expires: _____.

(S E A L)

Notary Public

STATE OF Oklahoma)
COUNTY OF Pottawatomie) ss.

The foregoing instrument was acknowledged before me
this 14th day of December, 1994 by Garrett A. Wade.

Witness my hand and official seal.

My commission expires: 1-5-95.



Dan Brady
Notary Public

STATE OF Oklahoma)
COUNTY OF Pottawatomie) ss.

The foregoing instrument was acknowledged before me
this 14~~th~~ day of December, 1994 by SCOTT H. LACKAY
as President of Shanker Petroleum, Inc.

Witness my hand and official seal.

My commission expires: 1-5-95



Pam Brady
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by _____
as _____ of the United States Bureau of Land
Management.

Witness my hand and official seal.

My commission expires: _____

(S E A L) _____
Notary Public

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this ____ day of _____, 1994 by _____
as _____ of the Colorado State Board of Land
Commissioners.

Witness my hand and official seal.

My commission expires: _____

(S E A L) _____
Notary Public

FILE DATE: 04/17/1995 FILE TIME: 03:50 PAGE #: 0050 OF 0050
KIT CARSON COUNTY, CO, DELLA M CALHOON - COUNTY CLK REC #: 1995L 511493

INDEXED

No. 208259

STATE OF COLORADO } ss.
County of Cheyenne

RECORDED

I hereby certify that this instrument was
filed for record in my office at 11:00 a.m. of the
1995 year and
is duly recorded in book 291 page No 234

[Signature]

Clerk and Recorder

By [Signature] Deputy

FEE \$ 245.00

N.P. Rose

Govt 7

State House, Dr-76101-0007

Exhibit "A"

<u>Tract No.</u>	<u>Description</u>	<u>Participation</u>
1.	Township 11 South, Range 51 West Section 36: NE/4NE/4, S/2NE/4	0.254380%
2.	Township 11 South, Range 51 West Section 36: N/2SE/4	3.451080%
3.	Township 11 South, Range 51 West Section 36: S/2SE/4	1.183150%
4.	Township 12 South, Range 51 West Section 1: Lots 1 and 2 (A/D/A N/2NE/4) S/2NE/4, SE/4NW/4, SW/4SW/4, E/2SW/4, SE/4	28.298660%
5.	Township 12 South, Range 51 West Section 11: E/2E/2	1.104840%
6.	Township 12 South, Range 51 West Section 12: Lots 1,2,7 and 8 A/D/A NE/4	7.124580%
7.	Township 12 South, Range 51 West Section 12: Lots 3 and 6, A/D/A E/2NW/4	11.090240%
8.	Township 12 South, Range 51 West Section 12: Lots 4,5,10,11,12,13,14 and 15 A/D/A W/2NW/4, SW/4, W/2SE/4	13.317530%
9.	Township 12 South, Range 51 West Section 13: NW/4	20.382960%
10.	Township 12 South, Range 51 West Section 13: W/2NE/4, SE/4NE/4	2.548260%
11.	Township 12 South, Range 51 West Section 13: N/2SW/4, SE/4SW/4, N/2SE/4	2.667210%
12.	Township 12 South, Range 51 West Section 13: S/2SE/4	3.805400%
13.	Township 12 South, Range 51 West Section 14: E/2NE/4	1.210880%
14.	Township 12 South, Range 51 West Section 14: NE/4SE/4	0.020320%
15.	Township 12 South, Range 51 West Section 24: Lots 1,2, and 8 A/D/A N/2NE/4, SE/4NE/4	1.346000%
16.	Township 11 South, Range 50 West Section 31: Lots 1,2,3, and 4 A/D/A W/2W/2	1.578890%
17.	Township 12 South, Range 50 West Section 6: Lots 11 and 12 A/D/A W/2NW/4	0.356920%

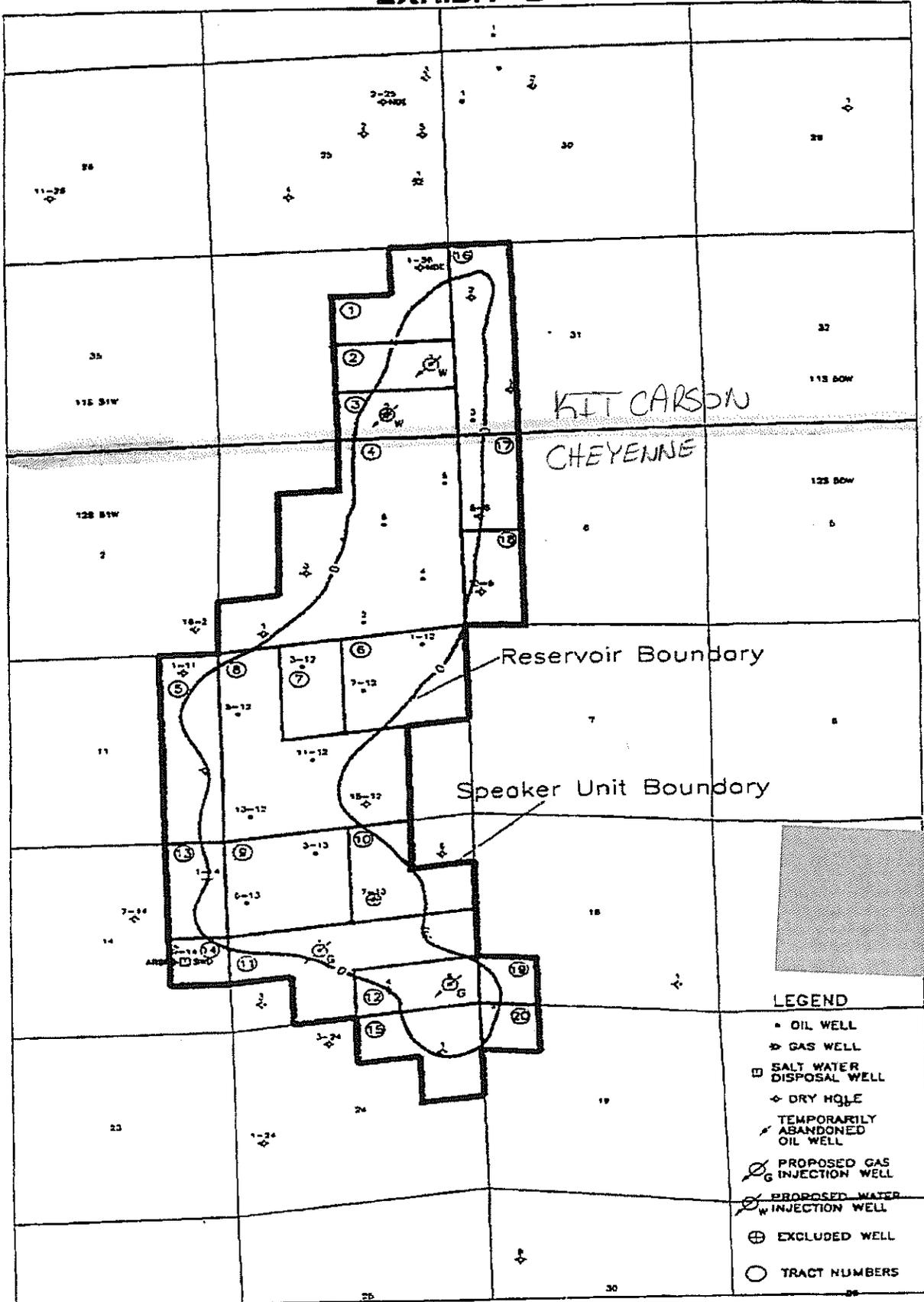
- BOOK 291 PAGE 957
- ✓ 18. Township 12 South South, Range 50 West 0.096600%
Section 6: Lots 19 and 20
A/D/A W/2SW/4
 - ✓ 19. Township 12 South, Range 50 West 0.092730%
Section 18: Lot 17, A/D/A SW/4SW/4
 - ✓ 20. Township 12 South, Range 50 West 0.069370%
Section 19: Lot 1, A/D/A NW/4NW/4

Unit Formula: Moveable oil-in-place	19.00%
Remaining moveable oil-in-place	34.00%
Useable Wellbores	12.00%
Last 6 months Production	<u>35.00%</u>
	100.00%

EXHIBIT "B"

BOOK 291 PAGE 958

FILE DATE: 04/17/1995 FILE TIME: 03:50
 KIT CARSON COUNTY, CO, DELLA H CALHOON - COUNTY CLK REC #: 1995L 511993



APC

CERTIFICATE OF COPY OF RECORD

STATE OF COLORADO, }

County of KIT CARSON }ss.

I, MARION LAMBERT DEPUTY, County Clerk

and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct PHOTO COPY of AGREEMENT

as the same appears upon the records of my office. RECEIPT #: 511993

Given under my hand and official seal, this 11TH day of

JUNE, A.D., 19 97, 1:30 o'clock P. M

Marion Lambert

DEPUTY County Clerk and Recorder

Speaker Field Unit
Unit Agreement

1. NPRC Operator
2. Effect of Unit - Operations conducted as though a SINGLE LEASE, Plus 1.1 grants Operator an Easement, to the extent of their rights, to use so much of the Surface.
3. MORROW FORMATION Unitized
4. Allocation of Production by Formula