

E2eanyim

MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020
MIDLAND, TEXAS 79701

(432) 682-3715
FAX (432) 685-4170
August 6, 2012

RECEIVED OCD

2012 AUG -8 P 12:35

Certified Mail-Return Receipt No. 2850

Estate of Mrs. Catherine Ann Foley
10061 Fieldcrest Drive
Omaha, Nebraska 68124

Re: Notification of Election under Compulsory Pooling Order
Delaware Ranch "14" CN Fee COM #1-H Well
W/2 Section 14, T-26-S, R-28-E
Eddy County, New Mexico
NMOCD Case No. 14869
Order R-13608

To whom it may concern:

In accordance with the terms of the New Mexico Oil Conservation Division Order R-13608, copy enclosed, you are hereby notified of your right to elect to participate in the above referenced well pursuant to the enclosed order. The Estate owns a 0.976154% unleased mineral interest in the NW/4, N/2SW/4 and SE/4SW/4 of Section 14, T26S, R28E, Eddy County, New Mexico. As a result it would have a 0.854135% working and net revenue interest in the proposed well.

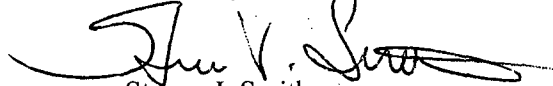
Should you desire to participate in this well under the pooling order and avoid the payment of the 200% risk factor out of your share of production, then within thirty days of the date you receive this letter, Mewbourne Oil Company (Mewbourne) must receive a cashier's check for \$43,171.40 being the Estate's 0.854135% share of the completed well costs for the subject well as reflected in the attached AFE Well Cost Estimate.

If you elect not to participate then you need do nothing further. In that event, Mewbourne will pay the Estate's share of the costs of the well and will recover the Estate's share out of production plus an additional 200%.

Feel free to contact me at (432) 682-3715 or via email at ssmith@mewbourne.com if you have any questions.

Sincerely,

MEWBOURNE OIL COMPANY


Steven J. Smith
Senior Landman

Enclosures: Copy of Order R-13608
AFE for subject well

XC: Director/NMOCD-Santa Fe

STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
DIVISION FOR THE PURPOSE OF
CONSIDERING:

CASE NO. 14869
ORDER NO. R-13608

APPLICATION OF MEWBOURNE OIL COMPANY FOR COMPULSORY
POOLING AND AN UNORTHODOX WELL LOCATION, EDDY COUNTY,
NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on July 12, 2012 at Santa Fe, New Mexico, before Examiner Richard I. Ezeanyim.

NOW, on this 31st day of July, 2012, the Division Director, having considered the testimony, the record, and the recommendations of the Examiner,

FINDS THAT:

(1) Due public notice has been given, and the Division has jurisdiction of this case and of the subject matter.

(2) The applicant, Mewbourne Oil Company (Applicant" or "Mewbourne"), seeks an order pooling: (i) all uncommitted interests from the surface to the top of the Wolfcamp formation, the Hay Hollow-Bone Spring Pool underlying the NE/4 NW/4 of Section 14, (ii) the Wolfcamp formation, the Crow Flats-Wolfcamp Gas Pool underlying the W/2 of Section 14, Township 26 South, Range 28 East, NMPM, Eddy County, New Mexico, and (iii) approving an unorthodox well location in the Wolfcamp formation.

(3) The above-described units (the "Units") are to be dedicated to applicant's Delaware Ranch 14 CN Well No. 1 (API No. 30-015-39560), a horizontal well to be drilled from a surface location 330 feet from the North line and 1650 feet from the West line, and a terminus 330 feet from the South line and 1650 feet from the West line of Section 14, to test the Wolfcamp formation. The completed interval for the horizontal portion of the well-bore is unorthodox.

(4) Notice of the compulsory pooling application and the unorthodox well location was given to all working interest owners in the units, and no party appeared at the hearing to oppose this application.

(5) The spacing in the Wolfcamp formation is governed by the Division's statewide Rules, which provide for standard 320-acre gas spacing and proration units, each comprising a governmental half section, with gas wells to be located at least 660 feet from the unit outer boundaries.

(6) Two or more separately owned tracts are embraced within the Units, and/or there are royalty interests and/or undivided interests in oil and gas minerals in one or more tracts included in the Units that are separately owned.

(7) Applicant is an owner of an oil and gas working interest within the Units. Applicant has the right to drill and proposes to drill the Delaware Ranch CN Well No. 1 at an unorthodox well location.

(8) There are interest owners in the proposed Units who have not agreed to pool their interests, and there are also some un-locatable owners.

(9) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste, and afford to the owner of each interest in the Units the opportunity to recover or receive without unnecessary expense its just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas within the Units.

(10) Applicant should be designated the operator of the subject well and of the Units.

(11) Any pooled working interest owner who does not pay its share of estimated well costs should have withheld from production its share of reasonable well costs plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the well.

(12) Reasonable charges for supervision (combined fixed rates) should be fixed at \$7,500.00 while drilling and \$750.00 per month while producing, provided that these rates should be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "*Accounting Procedure-Joint Operations*."

IT IS THEREFORE ORDERED THAT:

(1) Pursuant to the application of Mewbourne Oil Company (Applicant" or "Mewbourne"), (i) all uncommitted interests from the surface to the top of the Wolfcamp formation, the Hay Hollow-Bone Spring Pool underlying the NE/4 NW/4 of Section 14, (ii) the Wolfcamp formation, the Crow Flats-Wolfcamp Gas Pool underlying the W/2 of

Section 14, Township 26 South, Range 28 East, NMPM, Eddy County, New Mexico, are hereby pooled.

(2) The above-described units (the "Units") shall be dedicated to applicant's Delaware Ranch 14 CN Well No. 1 (API No. 30-015-39560), a horizontal well to be drilled from a surface location 330 feet from the North line and 1650 feet from the West line, and a terminus 330 feet from the South line and 1650 feet from the West line of Section 14, to test the Wolfcamp formation.

(3) The unorthodox location for the horizontal well is hereby approved.

(4) One hundred (100%) percent of the initial cost of drilling and completing the proposed well shall be charged to the working interest owners in the W/2 of Section 14. In the event that the well is subsequently completed up-hole in the vertical portion of the well, the working interest owners in the NE/4 NW/4 of Section 14 shall be responsible for the recompletion costs.

(5) Mewbourne Oil Company is hereby designated the operator of the subject well and of the Units.

(6) The operator of the Units shall commence drilling the proposed well on or before July 30, 2013 and shall thereafter continue drilling the well with due diligence to test the Wolfcamp formation.

(7) In the event the operator does not commence drilling the proposed well on or before July 30, 2013, Ordering Paragraph (1) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause.

(8) Should the subject well not be drilled and completed within 120 days after commencement thereof, Ordering Paragraph (1) shall be of no further effect, and the Unit created by this Order shall terminate unless the operator appears before the Division Director and obtains an extension of time to complete the well for good cause demonstrated by satisfactory evidence.

(9) Upon final plugging and abandonment of the subject well, and all other wells drilled on the Unit pursuant to Division Rule 19.15.13.9 NMAC, the pooled Units created by this Order shall terminate, unless this order has been amended to authorize further operations.

(10) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of working interests in the Unit, including unleased mineral interests, who are not parties to an operating agreement governing the Unit.) After the effective date of this order, the operator shall furnish the Division and each known pooled working interest owner in the Units an itemized schedule of estimated costs of drilling, completing and equipping the subject well ("well costs").

(11) Within 30 days from the date the schedule of estimated well costs is furnished, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided, and any such owner who pays its share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges. Pooled working interest owners who elect not to pay their share of estimated well costs as provided in this paragraph shall thereafter be referred to as "non-consenting working interest owners."

(12) The operator shall furnish the Division and each known pooled working interest owner (including non-consenting working interest owners) an itemized schedule of actual well costs within 90 days following completion of the proposed well. If no objection to the actual well costs is received by the Division, and the Division has not objected within 45 days following receipt of the schedule, the actual well costs shall be deemed to be the reasonable well costs. If there is an objection to actual well costs within the 45-day period, the Division will determine reasonable well costs after public notice and hearing.

(13) Within 60 days following determination of reasonable well costs, any pooled working interest owner who has paid its share of estimated costs in advance as provided above shall pay to the operator its share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator the amount, if any, that the estimated well costs it has paid exceed its share of reasonable well costs.

(14) The operator is hereby authorized to withhold the following costs and charges from production:

- (a) the proportionate share of reasonable well costs attributable to each non-consenting working interest owner; and
- (b) as a charge for the risk involved in re-entering the well, 200% of the above costs.

(15) The operator shall distribute the costs and charges withheld from production, proportionately, to the parties who advanced the well costs.

(16) Reasonable charges for supervision (combined fixed rates) are hereby fixed at \$7,500.00 while drilling and \$750.00 per month while producing, provided that these rates shall be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "*Accounting Procedure-Joint Operations*." The operator is authorized to withhold from production the proportionate share of both the supervision charges and the actual expenditures required for operating the well, not in excess of what are reasonable, attributable to pooled working interest owners.

(17) Except as provided in Ordering Paragraphs (14) and (16) above, all proceeds from production from the well that are not disbursed for any reason shall be placed in escrow in Eddy County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership. The operator shall notify the Division Records Clerk in Santa Fe of the name and address of the escrow agent within one (1) year from the date of issuance of this order.

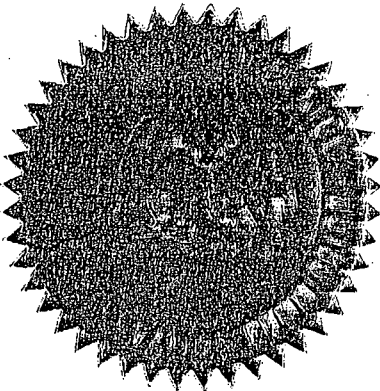
(18) Any unleased mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under this order. Any well costs or charges that are to be paid out of production shall be withheld only from the working interests' share of production, and no costs or charges shall be withheld from production attributable to royalty interests.

(19) Should all the parties to this compulsory pooling order reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.

(20) The operator of the well and the Units shall notify the Division in writing of the subsequent voluntary agreement of all parties subject to the forced pooling provisions of this order.

(21) Jurisdiction of this case is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.



SEAL

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

A handwritten signature in black ink, appearing to read "Jami Bailey". The signature is fluid and cursive.

JAMI BAILEY
Director

MEWBOURNE OIL COMPANY

AUTHORIZATION FOR EXPENDITURE

Well Name:	Delaware Ranch "14" CN Fed Com #1H	Prospect:	Delaware Ranch 14										
Location:	SL: 330' FNL & 1650' FWL BHL: 330' FSL & 1650' FWL	County:	Eddy	ST:	NM								
Sec:	14	Blk:		Survey:		TWP:	26S	RNG:	28E	Prop. TVD:	10661	TMD:	15000

INTANGIBLE COSTS 180	CODE	TCP	CODE	CC
Permits and Surveys	100	\$12,000	200	\$2,000
Location: Roads, Pits & Site Preparation	105	\$75,000	205	\$10,000
Location: Site Restoration, Excavation & Other	106	\$135,000		
Day Work, Footage, Turnkey Drilling 35 days drlg & 4 days comp @ \$17,000/day	110	\$595,000	210	\$68,000
Fuel	114	\$150,000		
Mud	120	\$100,000		
Chemicals and Additives	121		221	\$5,000
Cementing	125	\$100,000	225	
Logging, Wireline & Coring Services	130	\$36,000	230	
Casing, Tubing & Snubbing Services	134	\$40,000	234	\$10,000
Mud Logging	137	\$25,000		
Stimulation			241	\$1,100,000
Stimulation Rentals & Other			242	\$250,000
Water & Other	145	\$55,000		
Bits	148	\$50,000	248	
Inspection & Repair Services	150	\$15,000	250	\$1,500
Misc. Air & Pumping Services	154		254	
Testing	158	\$6,500	258	\$20,000
Completion / Workover Rig			260	\$15,000
Rig Mobilization	164	\$200,000		
Transportation	165	\$25,000	265	\$5,000
Welding and Construction	168	\$6,000	268	\$2,000
Engineering & Contract Supervision	170	\$75,000	270	
Directional Services	175	\$175,000		
Equipment Rental	180	\$150,000	280	\$5,000
Well / Lease Legal	184	\$8,000	284	\$1,000
Well / Lease Insurance	185	\$4,000	285	
Intangible Supplies	188	\$15,000	288	\$1,000
Damages	190	\$5,000	290	
Pipeline, Road, Electrical ROW & Easements	192		292	\$3,000
Pipeline Interconnect			293	
Company Supervision	195	\$75,000	295	\$35,000
Overhead Fixed Rate	196	\$9,000	296	\$4,000
Well Abandonment	198		298	
Contingencies 10% (TCP) 5% (CC)	199	\$214,200	299	\$76,900
TOTAL		\$2,355,700		\$1,614,400

TANGIBLE COSTS 181				
Casing (19.1" - 30")	793			
Casing (10.1" - 19.0") 1000' 13 3/8" 48# J55 STC @ \$39/ft	794	\$39,000		
Casing (8.1" - 10.0") 4400' 9 5/8" 36/40# N80 LTC @ \$29/ft	795	\$127,600		
Casing (6.1" - 8.0") 11000' 7" 26# P110 BTC/LTC @ \$28/ft	796	\$308,000		
Casing (4.1" - 6.0") 4500' 4 1/2" 13.5# P110 LTC @ \$16/ft			797	\$72,000
Tubing (2" - 4") 10000' 2 7/8" 6.5# EUE 8rd @ \$7.50/ft			798	\$75,000
Drilling Head	860	\$12,000		
Tubing Head & Upper Section			870	\$15,000
Sucker Rods			875	
Packer Pump & Subsurface Equipment 20 ports + pump assembly			880	\$235,000
Artificial Lift Systems			884	\$700
Pumping Unit			885	
Surface Pumps & Prime Movers			886	
Tanks - Steel 4 - 500 bbl steel			890	\$30,000
Tanks - Others 2 - 500 bbl fiberglass			891	
Separation Equipment 20" x 7 1/2' x 1000# 2-phase			895	\$15,000
Gas Treating Equipment			896	
Heater Treaters, Line Heaters 6' x 20' x 75#			897	\$25,000
Metering Equipment			898	\$10,000
Line Pipe - Gas Gathering and Transportation			900	\$10,000
Misc. Fittings, Valves, Line Pipe and Accessories			906	\$50,000
Cathodic Protection			908	
Electrical Installations			909	
Production Equipment Installation			910	\$50,000
Pipeline Construction			920	\$10,000
TOTAL		\$486,600		\$597,700
SUBTOTAL		\$2,842,300		\$2,212,100

TOTAL WELL COST	\$5,054,400
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Prepared by: J. Burnett

Date: 2/16/2012

Co. Approval: *M. Whittier*

Date: 2/17/2012

Joint Owner Interest: 0.85413500% Amount: \$43,171.40

Joint Owner Name: Catherine Ann Foley

Joint Owner Approval: _____

Operator has secured Operator's Extra Expense Insurance covering costs of well control, clean up and redrilling as estimated in Line Item 185. Non-Operator may elect NOT to be covered by this Operator's Extra Expense Insurance only by signing below. The

Joint Owner Name: _____

Signature: _____

Form Rev. 1/11/12