

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:)	
)	
APPLICATION OF SAMSON RESOURCES COMPANY,)	CASE NOS. 13,492
KAISER-FRANCIS OIL COMPANY, AND)	
MEWBOURNE OIL COMPANY FOR CANCELLATION)	
OF TWO DRILLING PERMITS AND APPROVAL OF)	
A DRILLING PERMIT, LEA COUNTY,)	
NEW MEXICO)	
)	
APPLICATION OF CHESAPEAKE PERMIAN, L.P.,)	and 13,493
FOR COMPULSORY POOLING, LEA COUNTY,)	
NEW MEXICO)	
)	(Consolidated)

OFFICIAL EXHIBIT FILE
(1 OF 5: Samson/Kaiser-Francis Exhibits
A through Q and O-1 through O-12, Case 13,492)
EXAMINER HEARING

BEFORE: WILLIAM V. JONES, JR., Hearing Examiner

August 22nd and 23rd, 2005
Santa Fe, New Mexico

These matters came on for hearing before the New Mexico Oil Conservation Division, WILLIAM V. JONES, JR., Hearing Examiner, on Monday and Tuesday, August 22nd and 23rd, 2005, at the New Mexico Energy, Minerals and Natural Resources Department, 1220 South Saint Francis Drive, Room 102, Santa Fe, New Mexico, Steven T. Brenner, Certified Court Reporter No. 7 for the State of New Mexico.

* * *

STEVEN T. BRENNER, CCR
(505) 989-9317

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

**IN THE MATTER OF THE APPLICATION
OF MEWBOURNE OIL COMPANY FOR
CANCELLATION OF A DRILLING PERMIT,
AND APPROVAL OF A DRILLING PERMIT,
LEA COUNTY, NEW MEXICO.**

OCD CASE NO. 13492

**Samson Resources Co. and
Kaiser-Francis Oil Co. Exhibits
Hearing - August 22, 2005**

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

**IN THE MATTER OF THE APPLICATION
OF MEWBOURNE OIL COMPANY FOR
CANCELLATION OF A DRILLING PERMIT,
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LEA COUNTY, NEW MEXICO.**

OCD CASE NO. 13492

**Samson Resources Co. and Kaiser-Francis Oil Company Exhibits
Hearing - August 22, 2005**

Exhibit No.	Description
A	Lease No. 1, B-1481 Title Documents
B	Lease No. 2, V-7063 Title Documents
C	Lease No. 3, V-7054 Title Documents
D	Lease No. 4, V-7062 Title Documents
E	21S-35E-Sec. 4 Ownership as of 03/10/05
F	21S-35E-Sec. 4 Ownership as of 03/28/05
G	21S-35E-Sec. 4 Communitization Agreement
H	Timeline
I	APD - KF 4 State No. 1
J	C-102 - KF 4 State No. 1
K	C-103 - KF 4 State No. 1
L	19.15.13.1102 NMAC
M	NMOCD C-102 Instructions
N	APD - Cattleman 4 State Com No. 1
O	Kaiser-Francis Chronology and Supporting Documents

P. Kaiser-FRANCIS MAP

<p><u>Lease No. 4</u> V-7062</p>	
<p><u>Lease No. 3</u> V-7054</p>	
<p><u>Lease No. 2</u> V-7063</p>	<p><u>Lease No. 1</u> B-1481</p> <p>1</p>

SECTION 4-21S-35E

KEY TO TITLE DOCUMENTS

Samson Resources Co. EX A
NMOCD Case No. 13492

INDEX – LEASE NO. 1

- 1 Oil and Gas Lease No. B-1481 dated December 19, 1932 by and between the State of New Mexico, as Lessor and Empire Gas and Fuel Company, as Lessee.
- 2 New Mexico State Land Office Assignment of Oil and Gas Lease dated November 12, 1982 by and between Coquina Oil Corporation, a Nevada corporation, as Assignor and Kaiser-Francis Oil Company, as Assignee.
- 3 Term Assignment of Oil and Gas Leases dated effective March 4, 2004 by and between Wilson Oil Company, Ltd., as Assignor and Samson Resources Company, as Assignee.
- 4 Amendment to Term Assignment of Oil and Gas Leases dated effective March 4, 2004 by and between Wilson Oil Company, Ltd., as Assignor and Samson Resources Company, as Assignee.
- 5 Partial Assignment of Oil and Gas Leases dated March 16, 2005 by and between Kaiser-Francis Oil Company, as Assignor and Mewbourne Oil Company, as Assignee.

OIL AND GAS LEASE

THIS AGREEMENT, dated this the 19th day of December, A. D. 1932, made and entered into by and between the STATE OF NEW MEXICO, acting by and through the undersigned, its Commissioner of Public Lands, thereunto duly authorized, party of the first part and hereinafter called the "Lessor", and Empire Gas and Fuel Company

Bartlesville, Oklahoma
party of the second part, hereinafter called the "Lessee", whether one or more,

WITNESSETH:
WHEREAS, the said lessee has filed in the office of the Commissioner of Public Lands an application for an oil and gas lease covering the lands hereinafter described and has tendered therewith the required first payment being not less than the amount required by law and by the rules and regulations of the New Mexico State Land Office; and

WHEREAS, all of the requirements of law relative to said application and tender have been duly complied with and said application has been approved and allowed by the Commissioner of Public Lands;

THEREFORE, for and in consideration of the premises as well as the relinquishment of Part of Original Lease A-1343 dated November 26th, 1928, no cash payment being required,

105338 and of the further sum of \$ \$5.00 filing fee, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, the said lessor has granted and demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee, exclusively, for the sole and only purpose of exploration, development and production of oil and/or gas thereon and therefrom with the right to own all oil and gas so produced and saved therefrom and not reserved as royalty by the lessor under the terms of this lease, together with rights of way, easements and servitudes for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, and fixtures for producing, treating and casing for such products, and housing and boarding employees, and any and all rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil and gas, with right for such purposes to the free use of oil, gas, casing-head gas, or water from said lands, but not from lessor's water wells, and with the right of removing either during or after the term hereof, all and any improvements placed or erected on the premises by the lessee, including the right to pull all casing, subject, however, to the conditions hereinafter set out, the following described land situate in the County of Lea State of New Mexico, and more particularly described as follows:

Lot	Institution	Sec.	Twp.	Range	SUBDIVISION				Acres
					Column 1	Column 2	Column 3	Column 4	
1	Lieu	30	20S	37E	NE $\frac{1}{4}$ SE $\frac{1}{4}$		SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$	120.00
2	"	27	21S	35E	NE $\frac{1}{4}$ NE $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$	160.00
3	Pen.	7	19S	36E			SW $\frac{1}{4}$ NE $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$	80.00
4	D.D.&B.	30	19S	37E	NE $\frac{1}{4}$ SW $\frac{1}{4}$	38.65 Lot 3	38.63 Lot 4	SE $\frac{1}{4}$ SW $\frac{1}{4}$	157.28
5	" " "	4	"	"	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$	160.00
6	C. S.	2	20S	"	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$	160.00
7	D.D.&B.	8	19S	38E		NW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$		80.00
8	C. S.	2	21S	36E	37.82 Lot 1	37.65 Lot 2	40.00 Lot 3	40.00 Lot 4	158.49
9	" "	"	"	"			SW $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$	80.00
10	" "	36	"	"		NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$		80.00
11	Lieu	15	21S	37E			SW $\frac{1}{4}$ NW $\frac{1}{4}$	SE $\frac{1}{4}$ NW $\frac{1}{4}$	80.00
12	"	30	21S	35E	NE $\frac{1}{4}$ SW $\frac{1}{4}$	36.01 Lot 3	36.04 Lot 4	SE $\frac{1}{4}$ SW $\frac{1}{4}$	152.05
13	C. S.	16	19S	36E	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$		120.00
14	" "	2	21S	35E		37.71 Lot 4	40.00 Lot 5	40.00 Lot 6	117.71
15	" "	16	21S	36E	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$	160.00
16	" "	32	19S	39E		28.65 Lot 1	28.79 Lot 2		57.44
17	" "	"	"	"		28.93 Lot 3	29.07 Lot 4		58.00
18	" "	32	21S	35E		NW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$		80.00
19	" "	32	21S	36E	NE $\frac{1}{4}$ NE $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$	160.00
20	" "	"	"	"	NE $\frac{1}{4}$ NW $\frac{1}{4}$	NW $\frac{1}{4}$ NW $\frac{1}{4}$	SW $\frac{1}{4}$ NW $\frac{1}{4}$	SE $\frac{1}{4}$ NW $\frac{1}{4}$	160.00
21	Lieu	4	21S	35E	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$	160.00
22	"	"	"	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$	160.00

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Page #2.

SUBDIVISION										ACRES
INSTITUTION	SEC.	TWP.	RANGE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4			
23	Lieu	5	21S - 35E		37.69 Lot 4	40.00 Lot 5			77.69	
24	"	"	"	40.00 Lot 11	40.00 Lot 12	40.00 Lot 13	40.00 Lot 14		160.00	
25	"	"	"	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$		160.00	
26	"	"	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	
27	"	6	"	37.67 Lot 1	37.60 Lot 2	40.00 Lot 7	40.00 Lot 8		155.27	
28	"	"	"	40.00 Lot 9	40.00 Lot 10	40.00 Lot 15	40.00 Lot 16		160.00	
29	"	"	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	
30	"	8	"	NE $\frac{1}{4}$ NE $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$		160.00	
31	"	"	"	NE $\frac{1}{4}$ NW $\frac{1}{4}$	NW $\frac{1}{4}$ NW $\frac{1}{4}$	SW $\frac{1}{4}$ NW $\frac{1}{4}$	SE $\frac{1}{4}$ NW $\frac{1}{4}$		160.00	
32	"	"	"	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$		160.00	
33	"	"	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$				80.00	
34	"	7	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	
35	"	9	"	NE $\frac{1}{4}$ NW $\frac{1}{4}$	NW $\frac{1}{4}$ NW $\frac{1}{4}$	SW $\frac{1}{4}$ NW $\frac{1}{4}$	SE $\frac{1}{4}$ NW $\frac{1}{4}$		160.00	
36	"	"	"	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$		160.00	
37	"	"	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	
38	D. D.&B.	9	18S - 37E	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	
39	Lieu	25	21S - 35E	NE $\frac{1}{4}$ NW $\frac{1}{4}$	NW $\frac{1}{4}$ NW $\frac{1}{4}$	SW $\frac{1}{4}$ NW $\frac{1}{4}$	SE $\frac{1}{4}$ NW $\frac{1}{4}$		160.00	
40	"	26	"	NE $\frac{1}{4}$ NE $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$		160.00	
41	"	"	"	NE $\frac{1}{4}$ NW $\frac{1}{4}$	NW $\frac{1}{4}$ NW $\frac{1}{4}$	SW $\frac{1}{4}$ NW $\frac{1}{4}$	SE $\frac{1}{4}$ NW $\frac{1}{4}$		160.00	
42	"	21	"	NE $\frac{1}{4}$ NE $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$		160.00	
43	"	15	"	NE $\frac{1}{4}$ NE $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$		160.00	
44	"	"	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	
45	"	11	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	
46	"	3	"	NE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	
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Said lands having been awarded to lessee and designated as tract No. _____ at a public sale held by the Commissioner of Public Lands on _____, 19____. (To be filled in only where lands are offered at public sale.)

TO HAVE AND TO HOLD said land, and all the rights and privileges granted hereunder, to and unto the lessee for a primary term of until November 26, 1933 from the date hereof, and as long thereafter as oil and gas in paying quantities, or either of them is produced from said land by the lessee, subject to all of the terms and conditions as hereinafter set forth.

In consideration of the premises the parties covenant and agree as follows:

1. Subject to the free use without royalty, as hereinbefore provided, the lessee shall pay the lessor as royalty one-eighth part of the oil produced and saved from the leased premises, or the cash value thereof, at the option of the lessor, such value to be the price prevailing the day oil is run into a pipe line, if the oil be run into a pipe line, or into storage tanks, if the oil be stored.

2. The lessee agrees to pay the lessor the one-eighth of the net proceeds derived from the sale of gas from each gas well. If casing-head gas produced from said land is sold by the lessee, the lessee shall pay the lessor as royalty one-eighth of the net proceeds of said sale; if casing-head gas produced from said lands is utilized by the lessee otherwise than for carrying on the lessee's operations for producing oil or gas from said lands, then the lessee shall pay the lessor the market value in the field, the equal of one-eighth part of the casing-head gas so utilized at the time of such utilization.

3. Lessee agrees to make full settlement on the 26th day of each month for all royalties due the lessor for the preceding month, under this lease, and to permit the lessor or its agents, at all reasonable hours, to examine lessee's books relating to the production and disposition of oil and gas produced. The lessee also agrees to submit to the lessor, for each and every royalty payment, a correct statement showing the amount of oil or gas produced and saved since his last report and the market value thereof. Lessee further agrees to submit to lessor annually upon forms furnished by lessor, verified reports showing lessee's operations for the preceding year.

4. It is expressly agreed that the consideration hereinbefore specified is a good, valid and substantial consideration and sufficient in all respects to support each and every covenant herein, including specifically the option granted the lessee to prevent the termination of this lease from year to year, by the payment or tender of the further rental hereinafter provided for.

An annual rental, at the rate of 50¢ cents per acre shall also become due and payable to the lessor by the lessee, or by any transferee or assignee of the lease, or any part hereof, where such transferee or assignee has been recognized, and such transfer or assignment approved by the lessor as hereinafter provided, upon each acre of the land above described and then claimed by such lessee, transferee or assignee hereunder, and the same shall be due and payable in advance to the lessor on the 26th day of November in each year during the time this lease is in force, but the annual rental on any assignment shall in no event be less than Six Dollars (\$6.00).

In event the lessee shall elect to surrender any or all of said acreage, he shall deliver to the Commissioner a duly executed release thereof and in event said lease has been recorded, then he shall upon request furnish and deliver to said Commissioner a certified copy of a duly recorded release.

5. The lessee may at any time by paying to the State of New Mexico, acting by its Commissioner of Public Lands, or other authorized officer, all amounts then due as provided herein and the further sum of Ten Dollars (\$10.00), surrender and cancel this lease, insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder, in the manner as hereinbefore provided. Provided, this surrender clause and the option herein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee, lessor, or any assignee, to enforce this lease, or any of its terms express or implied.

6. All payments due hereunder shall be made on or before the day such payment is due, in cash or by certified exchange at the office of the Commissioner of Public Lands in Santa Fe, New Mexico.

7. The lessee with the consent of the lessor, shall have the right to assign this lease in whole or in part. Provided, however, that no assignment of any undivided interest in the lease or in any part thereof nor any assignment of less than a legal subdivision shall be recognized or approved by the lessor. Upon approval in writing by the lessor of an assignment, the assignor shall stand relieved from all obligations to the lessor with respect to the lands embraced in the assignment and the lessor shall likewise be relieved from all obligations to the assignor as to such tract, and the assignee shall succeed to all of the rights and privileges of the assignor with respect to such tracts and shall be held to have assumed all of the duties and obligations of the assignor to the lessor as to such tracts.

8. Lessee agrees, with reasonable diligence, to offset all paying oil or gas wells drilled, within 300 feet of any of the land covered by this lease and retained hereunder.

9. The lessee agrees to notify the lessor of the location of each well before commencing drilling thereon, to keep a complete and accurate log of each well drilled and to furnish a copy thereof, verified by some person having actual knowledge of the facts, to the lessor upon the completion of any well, and to furnish the log of any unfinished well at any time when requested to do so by the lessor. If any lands embraced in this lease shall be included in any deed or contract of purchase outstanding and subsisting issued pursuant to any sale made of the surface of such lands prior to the date of this lease, it is agreed and understood that no drilling operation shall be commenced on any such lands so sold unless and until the lessee or his assignee shall have filed a good and sufficient bond with the lessor as required by law to secure the payment for such damage to the livestock, range, water, crops or tangible improvements on such lands as may be suffered by the purchaser holding such deed or contract of purchase, or his successors, by reason of the developments, use and occupation of such lands by such lessee. Provided, however, that no such bond shall be required if such purchaser shall waive the right to require such bond to be given in the manner provided by law.

10. In drilling wells all water-bearing strata shall be noted in the log, and the lessor reserves the right to require that all or any part of the casing shall be left in any non-productive well when lessor deems it to the interest of the State of New Mexico to maintain said well or wells for water. For such casing so left in wells the lessor shall pay to the lessee the reasonable value thereof.

11. Lessee shall be liable and agrees to pay for all damages to the range, livestock, growing crops or improvements caused by lessee's operations on said lands. When requested by lessor, the lessee shall bury pipelines below plow depth.

12. The lessee shall not remove any machinery or fixtures placed on said premises, nor draw the casing from any well unless and until all payments and obligations due the lessor under the terms of this agreement shall have been paid or satisfied. The lessee's right to remove the casing is subject to the provision of paragraph 10 above.

13. Upon failure or default of the lessee or any assignee to comply with any of the provisions or covenants hereof, the lessor is hereby authorized to cancel this lease and such cancellation shall extend to and include all rights hereunder as to the whole of the tract so claimed, or possessed by the lessee or assignee so defaulting, but shall not extend to, nor affect the rights of any other lessee or assignee claiming any portion of the lands upon which no default has been made; provided, however, that before any such cancellation shall be made, the lessor shall mail to the lessee, or assignee so defaulting, by registered mail, addressed to the post-office address of such lessee or assignee as shown by the records of the State Land Office, a notice of intention of cancellation specifying the default for which cancellation is to be made, and if within 30 days from the date of mailing said notice the said lessee or assignee shall remedy the default specified in said notice, cancellation shall not be made.

14. All the terms of this agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

15. If the lessee shall have failed to make discovery of oil and/or gas in paying quantities during the primary term hereof, the lessee may continue this lease in full force and effect for an additional term of five

21

years and as long thereafter as oil and gas in paying quantities, or either of them is produced from the leased premises, by paying each year in advance, as herein provided, double the rental provided herein for the primary term, or the highest rental prevailing at the commencement of the secondary term in any rental district, or districts in which the lands, or any part thereof, may be situated, if it be greater than double the rental provided for the primary term. (This paragraph (15) shall not be inserted in any lease issued pursuant to the provisions of Section 3 (132-403) of this Act.)

IN WITNESS WHEREOF, the party of the first part has hereunto signed and caused its name to be signed by its Commissioner of Public Lands thereunto duly authorized, with the seal of his office affixed, and the lessee has signed this agreement the day and year first above written.

STATE OF NEW MEXICO

BY [Signature]
COMMISSIONER OF PUBLIC LANDS, Lessor.

ATTEST:

[Signature]
Asst. Secretary

EMPIRE GAS AND FUEL COMPANY

By A. W. Ambrose
Vice-Pres. Lessee. (SEAL)
January 25th, 1933

Distributed this the 25th day of January, 1933

(PERSONAL ACKNOWLEDGMENT)

STATE OF _____ } ss.
COUNTY OF _____

On this the _____ day of _____, 19____, personally appeared before me

to me known to be the person who executed the foregoing instrument as Lessee, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public.

(ACKNOWLEDGMENT BY ATTORNEY IN FACT)

STATE OF _____ } ss.
COUNTY OF _____

On this the _____ day of _____, 19____, personally appeared before me _____

to me known to be the person who executed the foregoing instrument in behalf of _____

and acknowledged that he executed the same as the free act and deed of said _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public.

(ACKNOWLEDGMENT BY CORPORATION)

STATE OF Oklahoma } ss.
COUNTY OF Washington

On this the 16 day of January, 1933, personally appeared
A. W. Ambrose

to me personally known, who being by me duly sworn did say that he is the Vice-president
of Empire Gas and Fuel Company

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____

A. W. Ambrose

acknowledges said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires: _____

[Signature]
Notary Public.





NEW MEXICO STATE LAND OFFICE
ASSIGNMENT OF OIL AND GAS LEASE

From lease number
B-1481-13
To lease number
B-1481-14

KNOW ALL MEN BY THESE PRESENTS:

00009

That Coquina Oil Corporation, a Nevada corporation
(wife, if any or state of incorporation)

hereinafter called "Assignor" (whether one or more), for and in consideration of Ten or more Dollars,
paid by Kaiser-Francis Oil Company

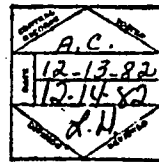
whose Post Office address is P.O. Box 35568 ²¹⁴⁶⁸ Tulsa, Oklahoma 74135 74121

hereinafter called "Assignee" (whether one or more), does hereby sell, assign and convey to the
Assignee the entire interest and title in and to that certain Oil and Gas Lease No. B-1481
made by the State of New Mexico to Empire Gas and Fuel Company
under date of 12-19, 1932, only insofar as said lease covers the following land, in
Lea County, New Mexico, to-wit:

T-21-S, R-35-E, NMPM

Sec. 4: SE/4

Containing 160 acres more or less.



DEC 1 10 49 AM '82
Schmitt, A.C.

together with the rights incident thereto, and the personal property thereon, if any, appurtenant
thereto, or used or obtained in connection therewith.

Assignee assumes and agrees to perform all obligations to the State of New Mexico insofar as
said described land is affected, and to pay such rentals and royalties, and to do such other acts
as are by said lease required as to said land, to the same extent and in the same manner as if the
provisions of said lease were fully set out herein. It is agreed that Assignee shall succeed to
all the rights, benefits and privileges granted the Lessee by the terms of said lease, as to said
land.

With warranty covenants as to the leasehold estate herein assigned, except as to any valid
overriding royalty, production payment, operating agreement or sub-lease, if any, now of legal
record, and Assignor covenants that said leasehold estate so assigned is valid and subsisting and
that all rentals and royalties due thereunder have been paid.

EXECUTED this 12 day of November, 1982.

Coquina Oil Corporation
By: Tracy P. Clark
Tracy P. Clark, President

(PERSONAL ACKNOWLEDGMENT)

STATE OF..... } ss.
COUNTY OF..... }

The foregoing instrument was acknowledged before me this..... day of....., 19....., by

My commission expires:..... Notary Public

(ACKNOWLEDGMENT BY CORPORATION)

STATE OF..... COLORADO } ss.
COUNTY OF..... DENVER }

The foregoing instrument was acknowledged before me this 12th day of November, 1982, by

Tracy P. Clark, President of Coquina Oil Corporation
(Name) (Title) (Corporation)
Nevada corporation, on behalf of said corporation.

My commission expires: 6/23/84 Notary Public

28-8-81 142/537

(ACKNOWLEDGMENT BY ATTORNEY-IN-FACT)

STATE OF _____ }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____
as attorney-in-fact in behalf of _____

My commission expires: _____ Notary Public

APPROVAL OF THE COMMISSIONER

Office of Commissioner of Public Lands
Santa Fe, New Mexico

I hereby certify that the within Assignment was filed in my office on DEC 1 1982
approved by me and to be effective as to the State of New Mexico on DEC 9 1982

Alex J. Armitage
Commissioner of Public Lands

INSTRUCTIONS AND INFORMATION

1. An annual rental, at the rate of \$1.00 per acre shall become due and payable to the lessor by the lessee, or by any transferee or assignee of the same, or any part hereof, where such transferee or assignee has been recognized, and such transfer or assignment approved by the lessor, upon each acre of land above described and then claimed by such lessee, transferee or assignee, and the same shall be due and payable in advance to the Lessor on the successive anniversary dates of the lease, (not the date this assignment was executed) but the annual rental on any assignment shall in no event be less than Six Dollars (\$6.00).
2. The lease is for a primary term of Five Years from the date of the lease, and as long thereafter as oil and gas in paying quantities, or either of them is produced from said land by the lessee, subject to all of the terms and conditions set forth in the lease.
If the lessee shall have failed to make discovery of oil and/or gas in paying quantities during the primary term of the lease, the lessee may continue the lease in full force and effect for an additional term of five years and as long thereafter as oil and gas in paying quantities, or either of them is produced from the leased premises, by paying each year in advance, as herein provided, double the rental provided herein for the primary term, or the highest rental prevailing at the commencement of the secondary term in any rental district, or districts in which the lands or any part thereof, may be situated, if it be greater than double the rental provided for the primary term. But the annual rental on any assignment shall in no event be less than Twelve Dollars (\$12.00) during the secondary term.
3. All Assignments must be filed in triplicate in the State Land Office within 100 days from date of signing and accompanied by Cashier's Check, Bank Draft, P.O. or Express Money Order.
4. Effective September 1, 1957, recording fee for each assignment is \$10.00 (if filed over 100 days from date of signing, additional fee of \$25.00 is charged).
5. When assignments are accompanied by personal check, the Commissioner of Public Lands reserves the right to withhold approval of assignment until checks are paid.
6. Assignments will not be approved when assigned to more than two persons, or for less than a regular subdivision or for undivided interests. By a regular subdivision is meant forty acres or a tract described by Lot number which may be more or less than 40 acres.
7. Assignments must show complete post office address of assignee.
8. Assignments must be executed before an officer authorized to take acknowledgments of deeds. Corporations must use corporate form of acknowledgment.
9. Assignments must show whether assignors are married or single; if married, both husband and wife must sign the assignment, and certificate of acknowledgment must show marital status of assignors.
10. All official business, letters and communications must be addressed to and sent direct to the Commissioner of Public Lands.
11. Make all payments for annual rental and recording and approval fees to

COMMISSIONER OF PUBLIC LANDS
Santa Fe, New Mexico 87501

Term Assignment of Oil and Gas Leases

For consideration paid, the receipt and sufficiency of which are hereby acknowledged, Wilson Oil Company, Ltd., P.O. Box 1297, Santa Fe, New Mexico 87504 ("Assignor"), hereby grants, assigns and conveys to Samson Resources Company, Two West Second Street, Tulsa, Oklahoma 74103 ("Assignee"), subject to the terms and provisions hereof, all of Assignor's interest, whether legal, equitable, contractual or otherwise, in and to the oil and gas leases described on Exhibit "A" attached hereto, hereinafter referred to as "said Leases" insofar and only insofar as said Leases cover the described lands described on Exhibit "A", hereinafter referred to as "said Lands":

This Assignment shall be for a term of two years from March 4, 2004 ("Primary Term"), and so long thereafter as said Leases remain in effect, subject to the continuous development program described below.

Notwithstanding any other provision herein contained to the contrary, it is understood and agreed that upon the expiration of the Primary Term hereof, Assignee shall thereafter conduct a continuous drilling program on said Lands and this Assignment shall remain in full force and effect during such time as said continuous drilling program is being conducted by Assignee. "Continuous drilling program" is defined herein to mean the continuous development of said Lands by Assignee with not more than one hundred twenty (120) days elapsing between the completion of one well and the commencement of operations for the drilling of the next succeeding well. For the purposes of interpretation of this provision, a well shall be determined to be commenced when such well is spud, and a well shall be determined to be completed on the date certified to the appropriate governmental body as the date a well has been completed as a producing well, or the date on which a dry hole is plugged. Operations for the drilling of the first such well must be commenced: (1) if there is no well capable of producing oil or gas in paying quantities on said Lands and if no well has been completed thereon as a dry hole within one hundred twenty (120) days before the end of the Primary Term, then on or before the end of the Primary Term; (2) if there is no well capable of producing oil or gas in paying quantities on said Lands but a well has been plugged and abandoned as a dry hole within one hundred twenty (120) days before the end of the Primary Term, then within one hundred twenty (120) days after the plugging and abandonment of such dry hole; or (3) if at the end of the Primary Term there is a well capable of producing oil or gas in paying quantities on said Lands, then within one hundred twenty (120) days after the end of the Primary Term. If, during the drilling of any well in compliance with this Assignment, Assignee loses or junks the hole or well or encounters any other mechanical or technical or other difficulties incident to drilling and, after diligent effort in good faith, is unable to complete said operations, then within sixty (60) days after the abandonment of said operations, Assignee may commence a substitute well and drill the same with due diligence, in which case the operations for the substitute well shall be deemed compliance with the continuous drilling program defined herein. The commencement or continuation of the continuous drilling program shall be at Assignee's option and shall not be considered an obligation or covenant of Assignee. If continuous drilling operations are not commenced within the time hereinabove specified or, if at any time after commencement of the continuous drilling program, more than one hundred twenty (120) days elapse between the completion of one well and the commencement of operations for the drilling of the next, this Assignment shall, at the end of the period of time within which Assignee was required to commence a well, terminate as to all lands except those lands included within a proration unit established under the spacing and proration rules and regulations of any governmental body having jurisdiction for a well then capable of producing oil or gas in paying quantities or on which Assignee is then engaged in bona fide operations to establish or restore production of oil or gas. If this Assignment is continued in force under the immediately preceding sentence as to a proration unit on which operations are being conducted in an effort to establish or restore production but on which there is no well then capable of producing oil or gas, this Assignment shall likewise terminate upon cessation of such operations for a period of sixty (60) consecutive days unless such operations (on the same or an additional well or wells in the same proration unit) have resulted in the restoration or establishment of a well capable of producing oil or gas in paying quantities on such proration unit. Such proration units shall be designated by Assignee and shall be of such size and configuration as may be allowed by the spacing and well density rules and regulations of any governmental authority having jurisdiction; or if no size or configuration of proration units is specified by any governmental authority, such proration units shall be in the form of a square or rectangle as nearly as practical and shall contain 40 acres for each well producing oil and 320 acres for each well producing gas as defined by governmental authority. Thereafter, Assignee shall promptly execute and deliver a re-assignment to Assignor as to all lands as to which this Assignment has terminated, with such re-assignment conveying to Assignor the same interests in such lands that are being conveyed herein.

Assignor reserves to itself and its successors and assigns concurrent rights of ingress and egress over and across said Lands for the development and operation of other lands within said Lease but not assigned hereby. Conversely, Assignor grants to Assignee, if and to the extent that it has the right to do so, the right of ingress and egress over and across lands outside said Lands but covered by said Lease and, in the event of a partial termination of said Lands, over and across those portions of said Lands that revert back to Assignor, as may be necessary or convenient to the possession, exploration, production, operation or enjoyment of said Lands.

Assignor hereby reserves from this Assignment an overriding royalty interest equal to the difference between existing burdens and 20% of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed under said Leases insofar as same covers said Lands. The overriding royalty interest shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of said Lease are computed and paid; and Assignor shall be responsible for Assignor's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. For purposes of calculating Assignor's overriding royalty interest, where oil or gas is sold under a contract entered into at arm's length, the "market value" of production shall conclusively be deemed to be the amount realized from such sale. If Assignor owns less than the entire oil and gas leasehold estate in the lands covered by the oil and gas lease or leases described herein, then the overriding royalty interest reserved herein shall be proportionately reduced. Assignee will have no drilling or development obligation, nor any leasehold preservation obligation, in favor of Assignor by virtue of Assignor's overriding royalty interest, all such matters being entirely at Assignee's discretion. No change in the ownership of the overriding royalty interest shall be binding on Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or an acceptable reproduced copy of the recorded instrument or instruments effecting the change in ownership.

Assignor agrees to pay all rentals and minimum royalties due the lessor under the terms of said Lease as and when due. Assignee agrees to promptly reimburse Assignor after receipt of an invoice for Assignee's share of such payments based on the amount of acreage controlled by Assignee in relation to all of the acreage covered by said Lease. Notwithstanding the foregoing, Assignor shall not be liable to Assignee for any loss caused by inadvertent failure to make any such payment, whether or not such failure is due to negligence on the part of Assignor.

Assignor agrees to execute such other and further assignments, transfers and other assurances as may be necessary or desirable, at the request of Assignee, in order to properly effect or evidence the Assignment contemplated hereby. In particular, it is understood that the Bureau of Land Management, United States Department of the Interior, requires that assignments of interests in United States oil and gas leases be made on its prescribed official form of assignment for filing with and approval by such agency; and Assignor agrees to execute and deliver to Assignee such official forms of assignment, in sufficient counterparts, as may be necessary for such required filing and approval. Such official forms shall be deemed subject to the terms and provisions of this instrument, and in the event of a conflict between the terms of any such official form and the terms hereof, the terms and provisions of this instrument shall prevail. Such official forms of assignment shall be deemed to contain all the terms and provisions hereof as fully, and to all intents and purposes, as though the same were set forth at length therein.

This Assignment is made without warranty of title, either express or implied, and shall be binding on the parties hereto and their respective successors and assigns.

WILSON OIL COMPANY, LTD.

By: Wilson Oil Company

Name: Francis C. Wilson

Title: General Manager
Francis C. Wilson

SAMSON RESOURCES COMPANY

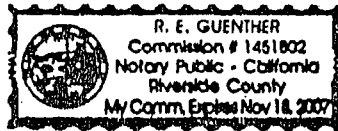
By: _____
Marlin R. Garrett, Vice President

STATE OF California §
COUNTY OF Riverside §

This instrument was acknowledged before me on this 23 day of March, 2004, by
RE Guenther, Francis Wilson of Wilson Oil Company,
Ltd., a Partnership, on behalf of said General Partner.

My Commission Expires:
Nov. 18 2007

RE Guenther
NOTARY PUBLIC



STATE OF OKLAHOMA §
COUNTY OF TULSA §

This instrument was acknowledged before me on this _____ day of _____ 2004, by
Marlin R. Garrett, Vice-President of Samson Resources Company, a Delaware corporation, on behalf of
aid corporation.

My Commission Expires:

NOTARY PUBLIC IN AND FOR THE
STATE OF OKLAHOMA

EXHIBIT "A"

Attached to and made a part of that certain Term Assignment of Oil and Gas Leases dated effective March 4, 2004, by and between Wilson Oil Company, Ltd. And Samson Resources Company

State of New Mexico Lease No.: E-2446-2
Lessor: Commissioner of Public Lands
Date: February 10, 1949
Description: Insofar and only insofar as said lease covers the S/2 of Section 9, Township 21 South, Range 33 East, N.M.P.M., Lea County, New Mexico, as to all depths below 5,200'

State of New Mexico Lease No.: D-1481-14
Lessor: Commissioner of Public Lands
Lessee: Empire Oil and Fuel Company
Date: December 19, 1932
Description: Insofar and only insofar as said lease covers the SE/4 of Section 4, Township 21 South, Range 33 East, N.M.P.M., Lea County, New Mexico, as to all depths below 5,200'

State of New Mexico Lease No.: E-1639-4
Lessor: Commissioner of Public Lands
Lessee: Wilson Oil Company
Date: December 10, 1947
Description: Insofar and only insofar as said lease covers Lots 3, 4, 5, and 6 of Section 3, Township 21 South, Range 33 East, N.M.P.M., Lea County, New Mexico, as to all depths below 5,200'

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

MAR 31 2004
at 12:05 o'clock P.M.
and recorded in Book _____
Page _____
Melinda Hughes, Lea County Clerk
By _____ Deputy





**AMENDMENT TO TERM ASSIGNMENT OF
OIL AND GAS LEASES**

State: New Mexico
 County: Lea
 Assignor: Wilson Oil Company, Ltd.
 P.O. Box 1297
 Santa Fe, NM 87504
 Assignee: Samson Resources Company
 Two West Second Street
 Tulsa, OK 74103

Effective Date: March 4, 2004

By Term Assignment of Oil and Gas Lease (the "Assignment") dated effective March 4, 2004, recorded in Volume 1292, page 831 of the Deed Records of Lea County, New Mexico, Assignor, named above, assigned to Assignee, named above all their right, title and interest in the Oil and Gas Leases (the "Leases") described in Exhibit "A" to the Assignment.

After delivery and recording of the Assignment, Assignor and Assignee determined that the Assignment was not incorrect as to the description of lands assigned and was further incomplete because Assignee failed to execute the Assignment.

Assignor and Assignee desire to amend the Assignment so that it accurately reflects their intent and fully describes the interests and Leases intended to be included in and subject to the Assignment.

For the consideration provided for in the Assignment, Assignor and Assignee hereby Amend the Assignment in the following manner:

Description of Lands intended to be on Exhibit "A":

State of New Mexico Lease No.: E-2446-2
 Lessor: Commissioner of Public Lands
 Date: February 10, 1949
 Description: Insofar and only insofar as said lease covers the S/2 of Section 9, Township 21 South, Range 35 East, N.M.P.M., Lea County, New Mexico, as to all depths below 5,200'

State of New Mexico Lease No.: B-1481-14
 Lessor: Commissioner of Public Lands
 Lessee: Empire Oil and Fuel Company
 Date: December 19, 1932
 Description: Insofar and only insofar as said lease covers the SE/4 of Section 4, Township 21 South, Range 35 East, N.M.P.M., Lea County, New Mexico, as to all depths below 5,200'

State of New Mexico Lease No.: E-1639-4
 Lessor: Commissioner of Public Lands
 Lessee: Wilson Oil Company
 Date: December 10, 1947
 Description: Insofar and only insofar as said lease covers Lots 3, 4, 5, and 6 of Section 3, Township 21 South, Range 35 East, N.M.P.M., Lea County, New Mexico, as to all depths below 5,200'

This Amendment shall be deemed to be incorporated into and part of the Assignment as if it had been contained in the original Assignment, to the effect that the Assignment, as amended, shall be deemed one instrument.

This Amendment is executed by Assignor and Assignee as of the date of their acknowledgments below, but shall be deemed effective and part of the Assignment as of the Effective Date stated above.

WILSON OIL COMPANY, LTD.

By: Francis C. Wilson, III
Francis C. Wilson, III
General Partner

SAMSON RESOURCES COMPANY

By: Marlin R. Garrett
Marlin R. Garrett, Vice President

STATE OF CALIFORNIA §
§
COUNTY OF RIVERSIDE §

This instrument was acknowledged before me on this 19th day of April 2004, by Francis C. Wilson, III, General Partner of Wilson Oil Company, Ltd., a limited partnership, on behalf of said partnership.

My Commission Expires:
August 20, 2006

Nancy Lee Endler
NOTARY PUBLIC

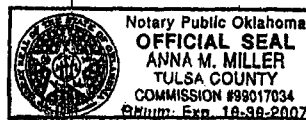


STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

This instrument was acknowledged before me on this 14th day of April 2004, by Marlin R. Garrett, Vice-President of Samson Resources Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires:
10/30/03

Anna M. Miller
NOTARY PUBLIC IN AND FOR THE
STATE OF OKLAHOMA



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

at 10:16 o'clock A M
and recorded in Book 1298
Page 523
Melinda Hughes, Notary Clerk
By Opal Deputy



04708

PARTIAL ASSIGNMENT OF OIL & GAS LEASES

STATE OF NEW MEXICO)(

COUNTY OF LEA)(

KNOW ALL MEN BY THESE PRESENTS:

THAT, KAISER-FRANCIS OIL COMPANY, whose address is P.O. Box 21468, Tulsa, Oklahoma 74121-1468, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey, without warranty of title, either express or implied, unto MEWBOURNE OIL COMPANY, whose address is 500 W. Texas, Suite 1020, Midland, Texas, 79701, hereinafter called Assignee, a 23.667 net acre interest out of Assignor's Leasehold interest in and to that certain Oil and Gas Lease from the State of New Mexico, as Lessor, being Lease No. B-1481, dated December 19, 1932, to Empire Gas and Fuel Company, as Lessee, insofar as said Lease covers the SE/4 of Section 4, Township 21 South, Range 35 East, N.M.P.M., Lea County, New Mexico, together with all of Assignor's rights incident thereto.

This Partial Assignment of Oil and Gas Lease is made subject to that certain Letter Agreement dated March 8, 2005, for Exchange of Leasehold Interests, by and between KF Energy L.L.C. and Mewbourne Oil Company.

TO HAVE AND TO HOLD, the same unto Assignee, subject to the terms and conditions set forth herein as well as the terms and provisions of the lease hereby assigned. This Assignment shall inure to the benefit of each of the parties hereto, their respective successors, personal representatives, heirs, devisees and assigns, forever.

EXECUTED and effective on this 16th day of March, 2005.

WITNESS:

John P. Keller

KAISER-FRANCIS OIL COMPANY

Wayne A. Fields
Wayne A. Fields, Attorney-in-Fact

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

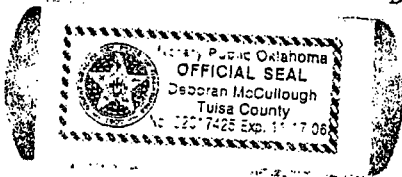
On this 16th day of March, 2005, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Wayne A. Fields, to me known to be the identical person who subscribed his name on behalf of Kaiser-Francis Oil Company to the foregoing instrument as Attorney-in-Fact, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

MY COMMISSION EXPIRES:

11-17-06

Deborah M. McCullough
Deborah McCullough, NOTARY PUBLIC



BOOK 1368 PAGE 499

MEWBOURNE OIL COMPANY
ATTN: ROMAINE SHARPLING
P.O. BOX 7698
TYLER, TX 75711

04708

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

APR 18 2005
at 10:48 o'clock A M
and recorded in Book _____
Page _____
Melinda Hughes, Lea County Clerk
By [Signature] Deputy

