

MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020
MIDLAND, TEXAS 79701

(432) 682-3715
FAX (432) 685-4170

RECEIVED

2008 MAR 17 PM 2 10

March 14, 2008

Certified Mail-Return Receipt No. 8167

Mrs. Sally Rodgers
Arroyo Hondo Road, Box 152
Santa Fe, New Mexico 87508

Re: Notification of Election under Compulsory Pooling Order
Paloma "20" State COM #1 Well
660' FSL & 660' FEL, Section 20, T-20-S, R-36-E
Lea County, New Mexico
NMOCD Case No. 14086
Order R-12915

Dear Mrs. Rodgers:

In accordance with the terms of the New Mexico Oil Conservation Division Order R-12915, copy enclosed, you are hereby notified of your right to elect to participate in the above reference well pursuant to this order. You own a 0.01573424% contractual interest in the SW/4 of Section 20, T20S, R36E, Lea County, New Mexico by virtue of that certain Operating Agreement dated October 10, 1967 between Jake L. Hamon as Operator and Pan American Petroleum Corporation, et al, as non-operators. As a result you would have a 0.003934% interest in the proposed well as to formations spaced on 640 acre spacing.

Should you desire to participate in this well under the pooling order and avoid the payment of the 200% risk factor out of its 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 \$103.93 being your 0.003934% share of the completed well costs for the subject well as reflected in the attached well AFE. In the alternative, you may participate in this well pursuant to the terms of the JOA previously provided to you by unconditionally executing and returning a copy thereof within said thirty days. If you choose to participate under the JOA you will then have your same interest in all depths covered by the JOA. As a third alternative, Mewbourne hereby proposes that you execute and return the enclosed Term Assignment of Contractual Rights. Upon receipt of a properly executed and acknowledged Term Assignment, I will mail you a check in the amount of \$415.72 (4 x \$103.93) as consideration for your execution of the Term Assignment. Mewbourne's offer to accept a Term Assignment of your interest shall expire at midnight central standard time on April 30, 2008.

Sally Rodgers
Paloma 20 St COM #1
March 14, 2008
Page 2 of 2

Finally, if you elect not to participate or grant the Term Assignment then you need do nothing further. In that event, Mewbourne will pay your share of the costs of the well and will recover your share out of production plus an additional 200%.

Sincerely,

MEWBOURNE OIL COMPANY

A handwritten signature in black ink, appearing to read "Steven J. Smith", with a long horizontal flourish extending to the right.

Steven J. Smith
Senior Landman

Enclosures: Copy of Order R-12915
AFE for subject well
Duplicate Original Term Assignment of Contractual Rights

XC: Director/NMOCD-Santa Fe

MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020
MIDLAND, TEXAS 79701

(432) 682-3715
FAX (432) 685-4170

March 14, 2008

Certified Mail-Return Receipt No. 8150

Max W. Coll, III
7625-2 El Centro Blvd.
Las Cruces, New Mexico 88012

Re: Notification of Election under Compulsory Pooling Order
Paloma "20" State COM #1 Well
660' FSL & 660' FEL, Section 20, T-20-S, R-36-E
Lea County, New Mexico
NMOCD Case No. 14086
Order R-12915

Dear Mr. Coll:

In accordance with the terms of the New Mexico Oil Conservation Division Order R-12915, copy enclosed, you are hereby notified of your right to elect to participate in the above reference well pursuant to this order. You own a 0.0005625% contractual interest in the SW/4 of Section 20, T20S, R36E, Lea County, New Mexico by virtue of that certain Operating Agreement dated October 10, 1967 between Jake L. Hamon as Operator and Pan American Petroleum Corporation, et al, as non-operators. As a result you would have a 0.000141% interest in the proposed well as to formations spaced on 640 acre spacing.

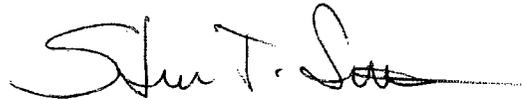
Should you desire to participate in this well under the pooling order and avoid the payment of the 200% risk factor out of its share of production, then within thirty days of the date you receive this letter, Mewbourne Oil Company (Mewbourne) must receive a cashier's check for \$3.72 being your 0.000702% share of the completed well costs for the subject well as reflected in the attached well AFE. In the alternative, you may elect to participate in this well pursuant to the terms of the JOA previously provided to you by unconditionally executing and returning a copy thereof within said thirty days. If you choose to participate under the JOA you will then have your same interest in all depths covered by the JOA. As a third alternative, Mewbourne hereby proposes that you execute and return the enclosed Term Assignment of Contractual Rights. Upon receipt of a properly executed and acknowledged Term Assignment, I will mail you a check in the amount of \$14.88 (4 x \$3.72) as consideration for your execution of the Term Assignment. Mewbourne's offer to accept a Term Assignment of your interest shall expire at midnight central standard time on April 30, 2008.

Max W. Coll, III
Paloma 20 St COM #1
March 14, 2008
Page 2 of 2

Finally, if you elect not to participate or grant the Term Assignment then you need do nothing further. In that event, Mewbourne will pay your share of the costs of the well and will recover your share out of production plus an additional 200%.

Sincerely,

MEWBOURNE OIL COMPANY

A handwritten signature in black ink, appearing to read "Steven J. Smith", with a long horizontal flourish extending to the right.

Steven J. Smith
Senior Landman

Enclosures: Copy of Order R-12915
AFE for subject well
Duplicate Original Term Assignment of Contractual Rights

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MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020
MIDLAND, TEXAS 79701

(432) 682-3715
FAX (432) 685-4170

March 14, 2008

Certified Mail-Return Receipt No. 8136

Melanie Coll DeTemple
5653 Tobias Avenue
Van Nuys, California 91411

Re: Notification of Election under Compulsory Pooling Order
Paloma "20" State COM #1 Well
660' FSL & 660' FEL, Section 20, T-20-S, R-36-E
Lea County, New Mexico
NMOCD Case No. 14086
Order R-12915

Dear Mrs. DeTemple:

In accordance with the terms of the New Mexico Oil Conservation Division Order R-12915, copy enclosed, you are hereby notified of your right to elect to participate in the above reference well pursuant to this order. You own a 0.0005625% contractual interest in the SW/4 of Section 20, T20S, R36E, Lea County, New Mexico by virtue of that certain Operating Agreement dated October 10, 1967 between Jake L. Hamon as Operator and Pan American Petroleum Corporation, et al, as non-operators. As a result you would have a 0.000141% interest in the proposed well as to formations spaced on 640 acre spacing.

Should you desire to participate in this well under the pooling order and avoid the payment of the 200% risk factor out of its 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 \$3.72 being your 0.000702% share of the completed well costs for the subject well as reflected in the attached well AFE. In the alternative, you may participate in this well pursuant to the terms of the JOA previously provided to you by unconditionally executing and returning a copy thereof within said thirty days. If you choose to participate under the JOA you will then have your same interest in all depths covered by the JOA. As a third alternative, Mewbourne hereby proposes that you execute and return the enclosed Term Assignment of Contractual Rights. Upon receipt of a properly executed and acknowledged Term Assignment, I will mail you a check in the amount of \$14.88 (4 x \$3.72) as consideration for your execution of the Term Assignment. Mewbourne's offer to accept a Term Assignment of your interest shall expire at midnight central standard time on April 30, 2008.

Melanie Coll DeTemple
Paloma 20 St COM #1
March 14, 2008
Page 2 of 2

Finally, if you elect not to participate or executed the enclosed Term Assignment then you need do nothing further. In that event, Mewbourne will pay your share of the costs of the well and will recover your share out of production plus an additional 200%.

Sincerely,

MEWBOURNE OIL COMPANY

A handwritten signature in black ink, appearing to read "Steven J. Smith", with a long horizontal flourish extending to the right.

Steven J. Smith
Senior Landman

Enclosures: Copy of Order R-12915
AFE for subject well
Duplicate Original Term Assignment of Contractual Rights

XC: Director/NMOCD-Santa Fe

MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020
MIDLAND, TEXAS 79701

(432) 682-3715
FAX (432) 685-4170

March 14, 2008

Certified Mail-Return Receipt No. 8143

Jon F. Coll, II
7335 Walla Walla
San Antonio, Texas 78250-5242

Re: Notification of Election under Compulsory Pooling Order
Paloma "20" State COM #1 Well
660' FSL & 660' FEL, Section 20, T-20-S, R-36-E
Lea County, New Mexico
NMOCD Case No. 14086
Order R-12915

Dear Mr. Coll:

In accordance with the terms of the New Mexico Oil Conservation Division Order R-12915, copy enclosed, you are hereby notified of your right to elect to participate in the above reference well pursuant to this order. You own a 0.0028086% contractual interest in the SW/4 of Section 20, T20S, R36E, Lea County, New Mexico by virtue of that certain Operating Agreement dated October 10, 1967 between Jake L. Hamon as Operator and Pan American Petroleum Corporation, et al, as non-operators. As a result you would have a 0.000702% interest in the proposed well as to formations spaced on 640 acre spacing.

Should you desire to participate in this well under the pooling order and avoid the payment of the 200% risk factor out of its 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 \$18.55 being your 0.000702% share of the completed well costs for the subject well as reflected in the attached well AFE. In the alternative, you may participate in this well pursuant to the terms of the JOA previously provided to you by unconditionally executing and returning a copy thereof within said thirty days. If you choose to participate under the JOA you will then have your same interest in all depths covered by the JOA. As a third alternative, Mewbourne hereby proposes that you execute and return the enclosed Term Assignment of Contractual Rights. Upon receipt of a properly executed and acknowledged Term Assignment, I will mail you a check in the amount of \$74.20 (4 x \$18.55) as consideration for your execution of the Term Assignment. Mewbourne's offer to accept a Term Assignment of your interest shall expire at midnight central standard time on April 30, 2008.

John F. Coll, II
Paloma 20 St COM #1
March 14, 2008
Page 2 of 2

Finally, if you elect not to participate or grant the enclosed Term Assignment then you need do nothing further. In that event, Mewbourne will pay your share of the costs of the well and will recover your share out of production plus an additional 200%.

Sincerely,

MEWBOURNE OIL COMPANY

A handwritten signature in black ink, appearing to read "Steven J. Smith", with a long horizontal flourish extending to the right.

Steven J. Smith
Senior Landman

Enclosures: Copy of Order R-12915
AFE for subject well
Duplicate Original Term Assignment of Contractual Rights

XC: Director/NMOCD-Santa Fe

W:11

MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020
MIDLAND, TEXAS 79701

(432) 682-3715
FAX (432) 685-4170

March 13, 2008

RECEIVED

2008 MAR 17 PM 2 15

Certified Mail-Return Receipt No. 8105

BMT O&G NM, LLC
201 Main Street, Suite 2900
Fort Worth, Texas 76102-3134
Attn: Mr. W. Ross Sutton

Re: Notification of Election under Compulsory Pooling Order
Paloma "20" State COM #1 Well
660' FSL & 660' FEL, Section 20, T-20-S, R-36-E
Lea County, New Mexico
NMOCD Case No. 14086
Order R-12915

Gentlemen:

In accordance with the terms of the New Mexico Oil Conservation Division Order R-12915, copy enclosed, you are hereby notified of your right to elect to participate in the above reference well pursuant to this order. BMT O&G NM, LLC (BMT) owns a 16.2096517% contractual interest in State of New Mexico Lease A-1375 insofar as it covers the N/2SW/4 and SE/4SW/4 of Section 20 and State of New Mexico Lease B-3114 insofar as it covers the SW/4SW/4 of said Section 20, both in T20S, R36E, Lea County, New Mexico by virtue of that certain Operating Agreement dated October 10, 1967 between Jake L. Hamon as Operator and Pan American Petroleum Corporation, et al, as non-operators. As a result, BMT has a 4.052413% interest in the well as to formations spaced on 640 acre spacing.

Should BMT desire to participate in this well under pooling order and avoid the payment of the 200% risk factor out of its 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 \$107,056.65 being BMT's 4.052413% share of the completed well costs for the subject well as reflected in the attached well AFE. In the alternative, BMT may participate in this well pursuant to the terms of the JOA previously provided to you by unconditionally executing and returning a copy thereof within said thirty days.

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

Sincerely,

MEWBOURNE OIL COMPANY



Steven J. Smith
Senior Landman

Enclosures: Copy of Order R-12915
AFE for subject well

XC: Director/NMOCD-Santa Fe

MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020
MIDLAND, TEXAS 79701

(432) 682-3715
FAX (432) 685-4170

March 13, 2008

Certified Mail-Return Receipt No. 8112

ConocoPhillips Company
Attn: Mr. Tom J. Scarbrough
600 N. Dairy Ashford Street
3WL-14066
Houston, Texas 77079-1100

Re: Notification of Election under Compulsory Pooling Order
Paloma "20" State COM #1 Well
660' FSL & 660' FEL, Section 20, T-20-S, R-36-E
Lea County, New Mexico
NMOCD Case No. 14086
Order R-12915

Gentlemen:

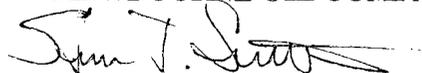
In accordance with the terms of the New Mexico Oil Conservation Division Order R-12915, copy enclosed, you are hereby notified of your right to elect to participate in the above reference well pursuant to this order. ConocoPhillips Company (ConocoPhillips) owns a 2.5174904% contractual interest in State of New Mexico Lease A-1375 insofar as it covers the N/2SW/4 and SE/4SW/4 of Section 20 and State of New Mexico Lease B-3114 insofar as it covers the SW/4SW/4 of said Section 20, both in T20S, R36E, Lea County, New Mexico by virtue of that certain Operating Agreement dated October 10, 1967 between Jake L. Hamon as Operator and Pan American Petroleum Corporation, et al, as non-operators. As a result, ConocoPhillips has a 0.629373% interest in the well as to formations spaced on 640 acre spacing.

Should ConocoPhillips desire to participate in this well under the pooling order and avoid the payment of the 200% risk factor out of its 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 \$16,626.78 being ConocoPhillips's 0.629373% share of the completed well costs for the subject well as reflected in the attached well AFE. In the alternative, ConocoPhillips may participate in this well pursuant to the terms of the JOA previously provided to you by unconditionally executing and returning a copy thereof within said thirty days.

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

Sincerely,

MEWBOURNE OIL COMPANY



Steven J. Smith
Senior Landman

Enclosures: Copy of Order R-12915
AFE for subject well

XC: Director/NMOCD-Santa Fe

MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020
MIDLAND, TEXAS 79701

(432) 682-3715
FAX (432) 685-4170

March 13, 2008

Certified Mail-Return Receipt No. 8129

Patricia Penrose Schieffer
c/o Larry Farris
U S Trust, Bank of America
500 W. 7th Street
4th floor, TX1-497-04-07
Fort Worth, Texas 76102

Re: Notification of Election under Compulsory Pooling Order
Paloma "20" State COM #1 Well
660' FSL & 660' FEL, Section 20, T-20-S, R-36-E
Lea County, New Mexico
NMOCD Case No. 14086
Order R-12915

Dear Mrs. Schieffer:

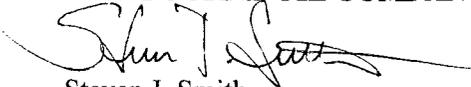
In accordance with the terms of the New Mexico Oil Conservation Division Order R-12915, copy enclosed, you are hereby notified of your right to elect to participate in the above reference well pursuant to this order. You own a 5.3125268% contractual interest in State of New Mexico Lease A-1375 insofar as it covers the N/2SW/4 and SE/4SW/4 and State of New Mexico Lease B-3114 insofar as it covers the SW/4SW/4 of said Section 20, T20S, R36E, Lea County, New Mexico by virtue of that certain Operating Agreement dated October 10, 1967 between Jake L. Hamon as Operator and Pan American Petroleum Corporation, et al, as non-operators. As a result, you have a 1.328132% interest in the well as to formations spaced on 640 acre spacing.

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 or your agent receive this letter, Mewbourne Oil Company (Mewbourne) **must** receive a cashier's check for \$35,086.59 being your 1.328132% share of the completed well costs for the subject well as reflected in the attached well AFE. In the alternative, you may participate in this well pursuant to the terms of the JOA previously provided to you by unconditionally executing and returning a copy thereof within said thirty days.

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

Sincerely,

MEWBOURNE OIL COMPANY


Steven J. Smith
Senior Landman

Enclosures: Copy of Order R-12915
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. 14086
ORDER NO. R-12915**

**APPLICATION OF MEWBOURNE OIL COMPANY FOR COMPULSORY
POOLING, LEA COUNTY, NEW MEXICO.**

ORDER OF THE DIVISION

BY THE DIVISION:

This case came for hearing at 8:15 a.m. at Santa Fe, New Mexico on February 21, 2008 before Examiners David K. Brooks and William V. Jones.

NOW, on this 10th day of March 2008, the Division Director, having considered the testimony, the record and the recommendations of the Examiners,

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 all uncommitted interests from the base of the Bone Spring formation to the base of the Morrow formation underlying all of Section 20, Township 20 South, Range 36 East, NMPM, Lea County, New Mexico, to form a standard 640-acre gas spacing unit for all formations and pools spaced on 640 acres within this vertical extent, including but not limited to the North Osudo-Morrow Gas Pool (82160).

(3) The above-described unit ("the Unit") is to be dedicated to the applicant's Paloma 20 State Com Well No. 1 (API No. 30-025-38625), to be drilled at a standard location 660 feet from the South line and 660 feet from the East line (Unit P) of Section 20.

(4) The application included a request to pool any gas production within the E/2 of Section 20. This request was withdrawn at the hearing by the applicant.

Case No. 14086
Order No. R-12915
Page 2 of 5

(5) This proposed well location and proposed 640-acre spacing unit are wholly located within the boundaries of the North Osudo-Morrow Gas Pool. The Oil Conservation Commission on August 29, 1967 (Case No. 3462), Order No. R-3305, established Special Pool Rules for the North Osudo-Morrow Gas Pool, providing for 640-acre gas spacing units with wells to be spaced no closer than 1650 feet from the outer boundary of the Section and no closer than 330 feet from the boundary of the quarter-quarter in which the well is located. The Commission made these rules permanent on August 13, 1968 with Order No. R-3305-A.

(6) These Special Pool Rules were modified December 13, 2006 with Division Order No. R-12669. Said order froze any further extension of the pool boundary, allowed four wells per 640-acre spacing unit - one in each quarter section, and allowed these wells to be located no closer than 660 feet from the boundary of the quarter section in which the well is located.

(7) No other parties entered an appearance in this case or otherwise opposed the application.

(8) Applicant is an owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the Paloma 20 State Com Well No. 1 (API No. 30-025-38625) to approximately 11,600 feet deep within Section 20 to test for gas in the Morrow formation.

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

(10) There are interest owner(s) in this Unit that were not locatable or have not yet agreed to pool their interest(s).

(11) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit 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 Unit.

(12) Applicant should be designated the operator of the proposed well and of the Unit.

(13) 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.

(14) Reasonable charges for supervision (combined fixed rates) should be fixed at \$7000 per month while drilling and \$700 per month while producing, provided that

Case No. 14086
Order No. R-12915
Page 3 of 5

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"), all uncommitted interests, whatever they may be, in the oil and gas from the base of the Bone Spring formation to the base of the Morrow formation underlying all of Section 20, Township 20 South, Range 36 East, NMPM, Lea County, New Mexico, are hereby pooled, as follows:

all of Section 20 to form a standard 640-acre gas spacing unit for all formations and pools spaced on 640 acres within this vertical extent, including but not limited to the North Osudo-Morrow Gas Pool (82160).

(2) The above-described unit ("the Unit") shall be dedicated to the applicant's Paloma 20 State Com Well No. 1 (API No. 30-025-38625), to be drilled at a standard gas well location within Unit P of Section 20.

(3) Applicant's request to pool gas production within the 320 acres consisting of the E/2 of Section 20 is hereby dismissed.

(4) The operator of the Unit shall commence drilling this well on or before May 31, 2008 and shall thereafter continue drilling and completion operations with due diligence to test the Morrow formation at an approximate total depth of 11,600 feet.

(5) In the event the operator does not commence drilling operations on the proposed well on or before May 31, 2008, Ordering Paragraph (1) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause.

(6) Should the proposed 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.

(7) Upon final plugging and abandonment of the Paloma 20 State Com Well No. 1 (API No. 30-025-38625) and any other well drilled on the Unit pursuant to Division Rule 36, the pooled unit created by this Order shall terminate, unless this order has been amended to authorize further operations.

(8) Mewbourne Oil Company (OGRID 14744) is hereby designated the operator of the proposed well and of the Unit.

(9) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of

Case No. 14086
Order No. R-12915
Page 4 of 5

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 Unit an itemized schedule of estimated costs of drilling, completing and equipping the proposed well ("well costs").

(10) 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."

(11) 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.

(12) 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.

(13) 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 drilling the well, 200% of the above costs.

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

(15) Reasonable charges for supervision (combined fixed rates) are hereby fixed at \$7000 per month while drilling and \$700 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

Case No. 14086
Order No. R-12915
Page 5 of 5

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.

(16) Except as provided above in Ordering paragraphs (13) and (15), all proceeds from production from the well that are not disbursed for any reason shall be placed in escrow in Lea County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership. The operator shall notify the Division of the name and address of the escrow agent within 30 days from the date of first deposit with the escrow agent.

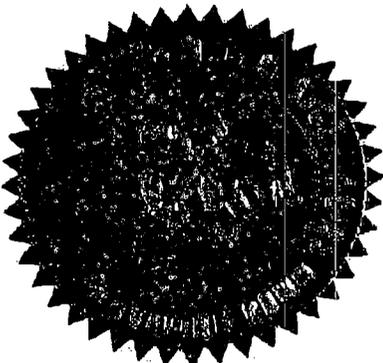
(17) Any unleased mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under this order. Any well costs or charges that are to be paid out of production shall be withheld only from the working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

(18) 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.

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

(20) 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 'Mark E. Fesmire'.

MARK E. FESMIRE, P.E.
Director

**MEWBOURNE OIL COMPANY
AUTHORIZATION FOR EXPENDITURE**

Prospect: Paloma Well Name & No: Paloma 20 State Com #1
 Field: _____ Location: 660' FSL & 660' FEL
 Section: 20 Block: _____ Survey: _____ Township: 20S Range: 36E
 County: Lea ST: NM Proposed Depth: 11,600'

DESCRIPTION		Cost To Casing Point AFE NO.	Completion Cost AFE NO.
INTANGIBLE COST 180			
300	Permits and Surveys	\$1,500	\$1,500
301	Location, Roads and Site Preparation includes cleanup	\$100,000	\$2,000
302	Footage or Turnkey Drilling		
303	Day Work	\$604,200	\$31,800
304	Fuel	\$75,000	\$1,000
305	Completion / Workover Rig		\$20,000
306	Mud and Chemicals	\$100,000	\$2,000
307	Cementing	\$75,000	\$60,000
308	Logging, Wireline and Coring Services	\$50,000	\$22,000
309	Casing, Tubing & Snubbing Services	\$15,000	\$12,000
310	Mud Logging	\$25,000	
311	Testing	\$1,500	\$5,000
312	Treating 70Q Binary + 70K IP		\$225,000
313	Water & Other	\$60,000	\$1,000
314	Bits 1-17 1/2", 1-12 1/4", 4- 8 3/4"	\$65,000	
315	Inspection & Repair Services	\$12,000	\$1,000
316	Misc. Air and Pumping Services	\$10,000	\$1,500
320	Rig Mobilization & Transportation	\$85,000	\$2,500
321	Welding and Construction	\$4,000	\$5,500
322	Engineering & Contract Supervision	\$30,000	\$2,000
330	Equipment Rental	\$40,000	\$3,500
334	Well / Lease Legal	\$10,000	\$2,500
335	Well / Lease Insurance	\$8,100	
350	Intangible Supplies	\$500	\$500
355	Damages	\$10,000	
360	Pipeline and Electrical ROW and Easements		\$6,000
367	Pipeline Interconnect		
375	Company Supervision	\$28,000	\$10,000
380	Overhead Fixed Rate	\$9,000	\$6,000
398	Well Abandonment	\$15,000	(\$15,000)
399	Contingencies 10% / 10%	\$143,400	\$40,900
Total Intangibles		\$1,577,200	\$450,200
TANGIBLE COST 181			
797	Conductor Casing 40' of 20" (included in location cost)		
797	Surface Casing 600' 13-3/8" 54.5# K55 ST&C @ \$37.36/ft	\$22,800	
797	Intermediate Casing 5300' 9-5/8" 40# HCK55/N80 LT&C @ \$30.85/ft	\$163,500	
797	Intermediate Casing		
797	Production Casing 11,600' 5-1/2" 17# HCP110/N80 LT&C @ \$15.75/ft		\$181,200
798	Tubing 11,200' 2-7/8" 6.5# P110 EUE 8rd @ \$6.42/ft		\$71,900
860	Drilling Head	\$10,000	
870	Tubing Head & Upper Section		\$15,000
875	Sucker Rods		
880	Packer Pump & Subsurface Equipment		\$10,000
884	Artificial Lift Systems		
885	Pumping Unit		
886	Surface Pumps & Prime Movers		
890	Tanks - Steel		\$16,000
891	Tanks - Other		\$6,500
895	Separation Equipment		\$25,000
896	Gas Treating Equipment		
898	Metering Equipment		\$6,000
900	Line Pipe - Gas Gathering and Transportation		\$25,000
901	Line Pipe - Production		\$1,500
906	Miscellaneous Fittings, Valves & Accessories		\$15,000
909	Electrical Installations		
910	Production Equipment Installation		\$20,000
920	Pipeline Construction		\$25,000
Prepared by: F. Lathan Date Prepared: 12/3/2007		Total Tangibles	\$196,300
Company Approval: <i>M. Whitte</i> Date Approved: 12/4/2007		SUBTOTAL	\$1,773,500
Joint Owner Interest: 4.052413% Joint Owner Amount: \$107,056.65		TOTAL WELL COST	\$2,641,800

Joint Owner: BMT O&G NM, LLC 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 335. Non-operator may elect not to be covered by this Operator's Extra Expense Insurance only by signing below. The undersigned elects not to be covered by Operator's Extra Expense Insurance for their well.

By: _____ Name: _____

**MEWBOURNE OIL COMPANY
AUTHORIZATION FOR EXPENDITURE**

Prospect: Paloma Well Name & No: Paloma 20 State Com #1
 Field: _____ Location: 660' FSL & 660' FEL
 Section: 20 Block: _____ Survey: _____ Township 20S Range: 36E
 County: Lea ST: NM Proposed Depth: 11,600'

DESCRIPTION		Cost To Casing Point AFE NO.	Completion Cost AFE NO.
INTANGIBLE COST 180			
300	Permits and Surveys	\$1,500	\$1,500
301	Location, Roads and Site Preparation includes cleanup	\$100,000	\$2,000
302	Footage or Turnkey Drilling		
303	Day Work	\$604,200	\$31,800
304	Fuel	\$75,000	\$1,000
305	Completion / Workover Rig		\$20,000
306	Mud and Chemicals	\$100,000	\$2,000
307	Cementing	\$75,000	\$60,000
308	Logging, Wireline and Coring Services	\$50,000	\$22,000
309	Casing, Tubing & Snubbing Services	\$15,000	\$12,000
310	Mud Logging	\$25,000	
311	Testing	\$1,500	\$5,000
312	Treating 70Q Binary + 70K IP		\$225,000
313	Water & Other	\$60,000	\$1,000
314	Bits 1-17 1/2", 1-12 1/4", 4- 8 3/4"	\$65,000	
315	Inspection & Repair Services	\$12,000	\$1,000
316	Misc. Air and Pumping Services	\$10,000	\$1,500
320	Rig Mobilization & Transportation	\$85,000	\$2,500
321	Welding and Construction	\$4,000	\$5,500
322	Engineering & Contract Supervision	\$30,000	\$2,000
330	Equipment Rental	\$40,000	\$3,500
334	Well / Lease Legal	\$10,000	\$2,500
335	Well / Lease Insurance	\$8,100	
350	Intangible Supplies	\$500	\$500
355	Damages	\$10,000	
360	Pipeline and Electrical ROW and Easements		\$6,000
367	Pipeline Interconnect		
375	Company Supervision	\$28,000	\$10,000
380	Overhead Fixed Rate	\$9,000	\$6,000
398	Well Abandonment	\$15,000	(\$15,000)
399	Contingencies 10% / 10%	\$143,400	\$40,900
Total Intangibles		\$1,577,200	\$450,200
TANGIBLE COST 181			
797	Conductor Casing 40' of 20" (included in location cost)		
797	Surface Casing 600' 13-3/8" 54.5# K55 ST&C @ \$37.36/ft	\$22,800	
797	Intermediate Casing 5300' 9-5/8" 40# HCK55/N80 LT&C @ \$30.85/ft	\$163,500	
797	Intermediate Casing		
797	Production Casing 11,600' 5-1/2" 17# HCP110/N80 LT&C @ \$15.75/ft		\$181,200
798	Tubing 11,200' 2-7/8" 6.5# P110 EUE 8rd @ \$6.42/ft		\$71,900
860	Drilling Head	\$10,000	
870	Tubing Head & Upper Section		\$15,000
875	Sucker Rods		
880	Packer Pump & Subsurface Equipment		\$10,000
884	Artificial Lift Systems		
885	Pumping Unit		
886	Surface Pumps & Prime Movers		
890	Tanks - Steel		\$16,000
891	Tanks - Other		\$6,500
895	Separation Equipment		\$25,000
896	Gas Treating Equipment		
898	Metering Equipment		\$6,000
900	Line Pipe - Gas Gathering and Transportation		\$25,000
901	Line Pipe - Production		\$1,500
906	Miscellaneous Fittings, Valves & Accessories		\$15,000
909	Electrical Installations		
910	Production Equipment Installation		\$20,000
920	Pipeline Construction		\$25,000
Prepared by: <u>F. Lathan</u> Date Prepared: <u>12/3/2007</u> Total Tangibles		\$196,300	\$418,100
Company Approval: <u>M. White</u> Date Approved: <u>12/4/2007</u> SUBTOTAL		\$1,773,500	\$868,300
Joint Owner Interest: <u>0.629373%</u> Joint Owner Amount: \$16,626.78 TOTAL WELL COST		\$2,641,800	

Joint Owner: ConocoPhillips Company 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 335. Non-operator may elect not to be covered by this Operator's Extra Expense Insurance only by signing below. The undersigned elects not to be covered by Operator's Extra Expense Insurance for their well.

By: _____ Name: _____

**MEWBOURNE OIL COMPANY
AUTHORIZATION FOR EXPENDITURE**

Prospect: Paloma Well Name & No: Paloma 20 State Com #2
 Field: _____ Location: 660' FSL & 660' FEL
 Section: 20 Block: _____ Survey: _____ Township: 20S Range: 36E
 County: Lea ST: NM Proposed Depth: 11,600'

DESCRIPTION		Cost To Casing Point AFE NO.	Completion Cost AFE NO.			
INTANGIBLE COST 180						
300	Permits and Surveys	\$1,500	\$1,500			
301	Location, Roads and Site Preparation includes cleanup	\$100,000	\$2,000			
302	Footage or Turnkey Drilling					
303	Day Work	\$604,200	\$31,800			
304	Fuel	\$75,000	\$1,000			
305	Completion / Workover Rig		\$20,000			
306	Mud and Chemicals	\$100,000	\$2,000			
307	Cementing	\$75,000	\$60,000			
308	Logging, Wireline and Coring Services	\$50,000	\$22,000			
309	Casing, Tubing & Snubbing Services	\$15,000	\$12,000			
310	Mud Logging	\$25,000				
311	Testing	\$1,500	\$5,000			
312	Treating 70Q Binary + 70K IP		\$225,000			
313	Water & Other	\$60,000	\$1,000			
314	Bits 1-17 1/2", 1-12 1/4", 4- 8 3/4"	\$65,000				
315	Inspection & Repair Services	\$12,000	\$1,000			
316	Misc. Air and Pumping Services	\$10,000	\$1,500			
320	Rig Mobilization & Transportation	\$85,000	\$2,500			
321	Welding and Construction	\$4,000	\$5,500			
322	Engineering & Contract Supervision	\$30,000	\$2,000			
330	Equipment Rental	\$40,000	\$3,500			
334	Well / Lease Legal	\$10,000	\$2,500			
335	Well / Lease Insurance	\$8,100				
350	Intangible Supplies	\$500	\$500			
355	Damages	\$10,000				
360	Pipeline and Electrical ROW and Easements		\$6,000			
367	Pipeline Interconnect					
375	Company Supervision	\$28,000	\$10,000			
380	Overhead Fixed Rate	\$9,000	\$6,000			
398	Well Abandonment	\$15,000	(\$15,000)			
399	Contingencies 10% / 10%	\$143,400	\$40,900			
Total Intangibles		\$1,577,200	\$450,200			
TANGIBLE COST 181						
797	Conductor Casing 40' of 20" (included in location cost)					
797	Surface Casing 600' 13-3/8" 54.5# K55 ST&C @ \$37.36/ft	\$22,800				
797	Intermediate Casing 5300' 9-5/8" 40# HCK55/N80 LT&C @ \$30.85/ft	\$163,500				
797	Intermediate Casing					
797	Production Casing 11,600' 5-1/2" 17# HCP110/N80 LT&C @ \$15.75/ft		\$181,200			
798	Tubing 11,200' 2-7/8" 6.5# P110 EUE 8rd @ \$6.42/ft		\$71,900			
860	Drilling Head	\$10,000				
870	Tubing Head & Upper Section		\$15,000			
875	Sucker Rods					
880	Packer Pump & Subsurface Equipment		\$10,000			
884	Artificial Lift Systems					
885	Pumping Unit					
886	Surface Pumps & Prime Movers					
890	Tanks - Steel		\$16,000			
891	Tanks - Other		\$6,500			
895	Separation Equipment		\$25,000			
896	Gas Treating Equipment					
898	Metering Equipment		\$6,000			
900	Line Pipe - Gas Gathering and Transportation		\$25,000			
901	Line Pipe - Production		\$1,500			
906	Miscellaneous Fittings, Valves & Accessories		\$15,000			
909	Electrical Installations					
910	Production Equipment Installation		\$20,000			
920	Pipeline Construction		\$25,000			
Prepared by:	<u>F. Lathan</u>	Date Prepared:	<u>12/3/2007</u>	Total Tangibles	\$196,300	\$418,100
Company Approval:	<u>M. Whitton</u>	Date Approved:	<u>12/4/2007</u>	SUBTOTAL	\$1,773,500	\$868,300
Joint Owner Interest:	<u>1.328132%</u>	Joint Owner Amount:	<u>\$35,086.59</u>	TOTAL WELL COST	\$2,641,800	

Joint Owner: Particia Penrose Schieffer 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 33E. Non-operator may elect not to be covered by this Operator's Extra Expense Insurance only by signing below. The undersigned elects not to be covered by Operator's Extra Expense Insurance for their well.

By: _____ Name: _____