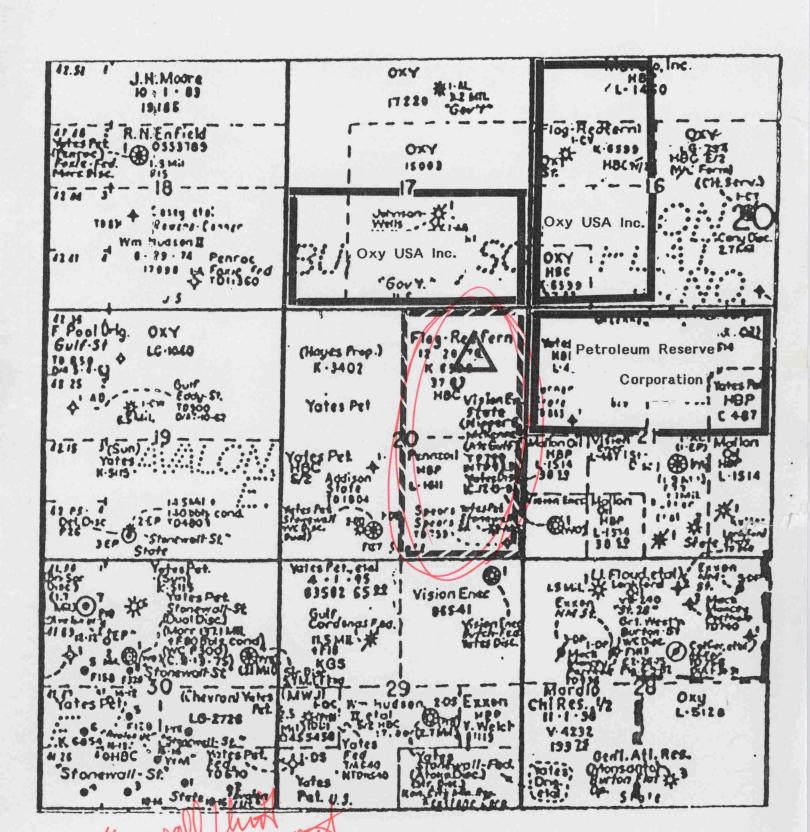
ANGELL RANCH PROSPECT

State of New Mexico 20-1 Well Unit: E/2 of Sec. 20-20S-28E Location: 990' FNL & 990' FEL Sec. 20-20S-28E EDDY COUNTY, NEW MEXICO



E/2 SECTION 20 OWNERSHIP

See attached Exhibit "A"

SW/4 SECTION 21 OWNERSHIP

See attached Exhibit "B"

NEW MEXICO
OJL CONSERVATION DIVISION

Inter Coast EXHIBIT 1

CASE NO. 11666

EXHIBIT "A"

0		. ~ -	-01	nip:
v	W	ıcı	21	ШP.

InterCoast Oil and Gas Company

Diamond Head Properties, L.P.

Yates Petroleum Corporation

Yates Drilling Company

Abo Petroleum Corporation

Myco Industries, Inc.

Unit Petroleum Company

Whiting Petroleum Corporation

Ernie Bello

Frances B. Bunn

J. W. Gendron

David Goodnow

Joseph R. Hodge

Sanford J. Hodge, III

E. J. Holden Testamentary Trust

Isaac A. Kawasaki

Betsy H. Keller

Charles Kline Moore

Agnes Kluth Oliver Trust

William B. Oliver Trust

Adolph P. Schuman

Space Building Corporation

Frederick Van Vranken

Claremont Corporation

Mary Hudson Ard

W. A. & E. R. Hudson, Inc.

24.101120%

23.416249%

17.433008%

7.741985%

2.580662%

7.741985%

8.828676%

2.202137%

0.020248%

0.020248%

0.030374%

0.020248%

0.003376%

0.003376%

0.010122%

0.020248%

0.010122%

0.050622%

0.020248%

0.020248%

0.020248%

0.050622%

0.020248%

0.306158%

1.632844%

3.265689%

John

EXHIBIT "A" (CONTINUED)

Hayes Properties, Inc.

Kerr-McGee Corporation

Pennzoil Exploration & Production Company

R. Ken Williams

Edward H. Judson

Martin Living Trust

Devon Energy Corporation

TOTAL

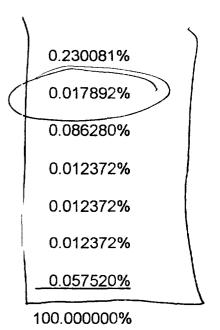


EXHIBIT "B"

SW/4 Section 21 Ownership:

Vision Energy, Inc.

Petroleum Reserve Corp.

Claremont Oil Corp.

L. A. Williams

PXA Onshore Corp.

John McRae

John B. Wallis

Karen Loewenherz

Milton Berry

Baker Recovery, Inc.

Mallon Oil Co.



June 17, 1996

Kerr McGee Corp. P. O. Box 25861

Oklahoma City, OK

RE: Farmout Request

E/2 Section 20-20S-28E -

Eddy County, NM

IC's Angell Prospect

NEW MEXICO
PIL CONSERVATION DIVISION

EXHIBIT

CASE NO.

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that Kerr McGee grant us a farmout under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of Kerr McGee's interest from the surface of the earth to the total depth drilled in the test well.
- 3. Kerr McGee would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Kerr McGee Corp. June 17, 1996 Page 2

Should you have any questions regarding this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



June 17, 1996

Claremont Corp.
P. O. Box 549
Claremont, OK 74017

RE: Farmout Request
E/2 Section 20-20S-28E
Eddy County, NM
IC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that Claremont grant us a farmout under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of Claremont's interest from the surface of the earth to the total depth drilled in the test well.
- 3. Claremont would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Claremont Corp.
June 17, 1996
Page 2

Should you have any questions regarding this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



June 17, 1996

Pennzoil Corp.
P. O. Box 2967
Houston, TX 77252

RE: Farmout Request
E/2 Section 20-20S-28E
Eddy County, NM
IC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that Pennzoil grant us a farmout under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of Pennzoil's interest from the surface of the earth to the total depth drilled in the test well.
- 3. Pennzoil would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Pennzoil Corp. June 17, 1996 Page 2

Should you have any questions regarding this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 26, 1996

Hayes Properties, Inc. P. O. Box 3700 Midland, TX 79702

RE: Farmout Request

N/2 Section 20-20S-28E

Eddy County, NM

IC's Angell Prospect

NEW MEXICO

OIL CONSERVATION DIVISION

EXHIBIT

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that you grant us a farmout of your 50% interest under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Hayes Propert , Inc. August 26, 1996 Page 2

Should you have any questions regarding this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

hayespro



August 30, 1996

Yates Petroleum Corp. 105 S. 4th St. Artesia, NM 87196

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Yates Petroleum Corp. August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Unit Petroleum Corporation 7130 South Lewis Tulsa, OK 74136

RE: Farmout Request

Section 20-20S-28E Eddy County, NM

IOGC's Angell Prospect

EXHIBIT

CASE NO. / (66

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Unit Petroleum proration August 30, 1996
Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Sanford J. Hodge, III 4324 Honover Dallas, TX 75225

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Mr. Hodge:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-205-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Sanford J. Hody., III August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Ouinn

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Space Building Corporation 250 Cape Highway, Route 44 East Taunton, MA 02713

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Space Building orporation August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Ernie Bello 3325 Ala Akulikuli Honolulu, Hawaii 96818-2215

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Mr. Bello:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Ernie Bello August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Frederick Van Vranken Cedar Swamp Road, Box 264 Jericho, NY 11753

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Mr. Van Vranken:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Frederick Van Lanken August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Edward R. Hudson, Jr. and Ann F. Hudson 616 Texas St. Ft. Worth, TX 76102

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Mr. and Mrs. Hudson:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-205-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that you grant us a farmout of your contractural ownership in that certain Stonewall Unit Operating Agreement dated 11/1/73 under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

An InterCoast Energy Company

Edward R. Hudso., Jr. and Ann F. Hudson August 30, 1996
Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Karen V. Martin and William H. Martin, Trustees of the Martin Living Trust 400 West Illinois, Suite 1100 Midland, TX 79701

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Mr. and Mrs. Martin:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Karen V. Martin and William H. Martin, Trustees of the Martin Living Trust August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

LAJ Corp.
P. O. Box 10626
Midland, TX 79702-7626

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

LAJ Corp. August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Brown Brothers Harriman Trust Company Trustee of the William B. Oliver Trust and Successor Trustee of the Agnes Cluth Oliver Trust 2001 Ross Ave., Suite 1150 Dallas, TX 75201 9/4: Pobt. McKenze 214/979-0034

las, TX 75201 and Wu. B. Olivin.

RE: Farmout Request Section 20-20S-28E

Eddy County, NM IOGC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th

Brown Brothers Marriman Trust Company Trustee of the William B. Oliver Trust and Successor Trustee of the Agnes Cluth Oliver Trust August 30, 1996 Page 2

royalty, and would be proportionately reduced to the interest being assigned.

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Mary Hudson Ard 4808 Westridge Ave. Ft. Worth, TX 76116

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Ms. Ard:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-205-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Mary Hudson Arc. August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

David Goodnow 230 Ridgefield Road Wilton, CT 06897

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Mr. Goodnow:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

David Goodnow August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



August 30, 1996

Edward H. Judson and Marilyn M. Judson 400 West Illinois, Suite 1100 Midland, TX 79701

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Mr. and Mrs. Judson:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that you grant us a farmout of your contractural ownership in that certain Stonewall Unit Operating Agreement dated 11/1/73 under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Edward H. Judsch and Marilyn M. Judson August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

2anglpro



August 30, 1996

William A. Hudson, II and Betty C. Hudson 616 Texas St. Ft. Worth, TX 76102

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Dear Mr. and Mrs. Hudson:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that you grant us a farmout of your contractural ownership in that certain Stonewall Unit Operating Agreement dated 11/1/73 under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

William A. Hudson, II and Betty C. Hudson August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

2anglpro



August 30, 1996

Devon Energy Corporation 20 North Broadway, Suite 1500 Oklahoma City, OK 73102

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that you grant us a farmout of your contractural ownership in that certain Stonewall Unit Operating Agreement dated 11/1/73 under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Devon Energy Cc_poration August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Kork Nuem

Rock A. Quinn Senior Landman

RAQ:rkw

2anglpro



August 30, 1996

Frances B. Bunn 2493 Makiki Heights Drive Honolulu, Hawaii 96822

RE: Farmout Request Section 20-20S-28E Eddy County, NM IOGC's Angell Prospect

Dear Ms. Bunn:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that you grant us a farmout of your contractural ownership in that certain Stonewall Unit Operating Agreement dated 11/1/73 under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Frances B. Bunn August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

2anglpro



Edd to yet ?

stopment Ding State Com! Destate 2 D. Tale 1 InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

August 30, 1996

Tipperary Oil & Gas Corporation 633 17th St., Suite 1550 Denver, CO 80202

RE: Farmout Request
Section 20-20S-28E
Eddy County, NM
IOGC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that you grant us a farmout of your contractural ownership in that certain Stonewall Unit Operating Agreement dated 11/1/73 under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Tipperary Oil & Gas Corporation August 30, 1996 Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

2anglpro



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InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

August 30, 1996

Tipperary Oil & Gas Corporation 633 17th St., Suite 1550 Denver, CO 80202

RE: Farmout Request

Section 20-20S-28E Eddy County, NM

IOGC's Angell Prospect

Gentlemen:

InterCoast Oil and Gas Company (formerly named Medallion Production Company) is interested in the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. InterCoast proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

In connection with the test well, InterCoast proposes that you grant us a farmout of your contractural ownership in that certain Stonewall Unit Operating Agreement dated 11/1/73 under the following terms:

- 1. On or before 120 days following the execution date of a definitive agreement, InterCoast would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, InterCoast would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

An InterCoast Energy Company

Tipperary Oil & Jas Corporation August 30, 1996
Page 2

We would appreciate hearing your thoughts on this request at your earliest convenience. If you have any questions or would like to discuss this proposal, please contact me at 491-4176.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

2anglpro



October 1, 1996

Yates Petroleum Corp. 105 South 4th Street Artesia, NM 87196

Attention: Ms Janet Richardson

RE: State of New Mexico #20-1

Section 20-20S-28E Eddy County, New Mexico

IOGC's Angell Ranch Prospect

Gentlemen:

Enclosed for your review and comments please find a copy of InterCoast Oil and Gas Company's proposed Operating Agreement covering the captioned unit.

Also enclosed are two (2) copies of our AFE for the drilling of the captioned well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to our proposed Operating Agreement. At such time as the working interests are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for their execution and return.

Should you wish to discuss any proposed changes to the Agreement, please feel free to contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw Enclosures NEW MEXICO DIL CONSERVATION DIVISION

EXHIBIT

CASE NO._____

stnmjoa



October 1, 1996

Hayes Properties Inc. P. O. Box 3700 Midland, TX 79702

Attention: Mr. Brad Bennett

RE: State of New Mexico #20-1

Section 20-20S-28E

Eddy County, New Mexico

IOGC's Angell Ranch Prospect

Gentlemen:

Enclosed for your review and comments please find a copy of InterCoast Oil and Gas Company's proposed Operating Agreement covering the captioned unit.

Also enclosed are two (2) copies of our AFE for the drilling of the captioned well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to our proposed Operating Agreement. At such time as the working interests are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for their execution and return.

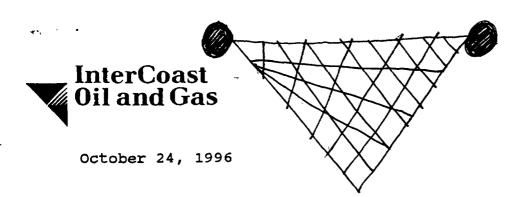
Should you wish to discuss any proposed changes to the Agreement, please feel free to contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw Enclosures

stnajoa



Unit Petroleum Corporation 7130 South Lewis Tulsa, OK 74136

Attention: Leslie Naughton

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

By letter dated August 30, 1996, InterCoast 0il and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

As an alternative, IOGC proposes that you farmout your interest, delivering a 75% net revenue interest before payout with the option to convert your reserved override to a proportionate 25% working interest after payout. These are the same terms as set forth in my proposal letter dated August 30, 1996.

An interCoast Energy Company

IL CONSERVATION DIVISION

CASENO

Unit Petroleum Sprporation October 24, 1996
Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

Pennzoil Corp.
P. O. Box 2967
Houston, TX 77252

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

By letter dated June 17, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

As an alternative, IOGC proposes that you farmout your interest, delivering a 75% net revenue interest before payout with the option to convert your reserved override to a proportionate 25% working interest after payout.

Pennzoil Corp. October 24, 1996
Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



InterCoast On and Gas Company 7130 South Lewid Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

Sanford J. Hodge, III 4324 Honover Dallas, TX 75225

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Hodge:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

Sanford J. Hodge, III October 24, 1996 Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Kock A. Quinn Senior Landman

RAQ:rkw



InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

Space Building Corporation 250 Cape Highway, Route 44 East Taunton, MA 02713

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

Space Building Corporation October 24, 1996
Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Faz

Ernie Bello 3325 Ala Akulikuli Honolulu, Hawaii 96818-2215

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Bello:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

Ernie Bello October 24, 1996 Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

Frederick Van Vranken Cedar Swamp Road, Box 264 Jericho, NY 11753

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Van Vranken:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

Frederick Van Vranken October 24, 1996 Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



October 24, 1996

Edward R. Hudson, Jr. and Ann F. Hudson 616 Texas St. Ft. Worth, TX 76102

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Mr. and Mrs. Hudson:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

Edward R. Hudson, Jr. and Ann F. Hudson October 24, 1996
Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Terephone 918 488-8182 Fax

Karen V. Martin and William H. Martin, Trustees of the Martin Living Trust 400 West Illinois, Suite 1100 Midland, TX 79701

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Mr. and Mrs. Martin:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

Karen V. Martin and William H. Martin, Trustees of the Martin Living Trust October 24, 1996 Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

LAJ Corp.
P. O. Box 10626
Midland, TX 79702-7626

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

LAJ Corp.
October 24, 1996
Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

angel;sa



InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

Brown Brothers Harriman Trust Company Trustee of the William B. Oliver Trust and Successor Trustee of the Agnes Cluth Oliver Trust 2001 Ross Ave., Suite 1150 Dallas, TX 75201

RE: Well Proposal N/2 Section 20-205-28E Eddy County, NM IOGC's Angell Ranch Prospect

Gentlemen:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

Brown Brothers Marriman Trust Company Trustee of the William B. Oliver Trust and Successor Trustee of the Agnes Cluth Oliver Trust October 24, 1996 Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

Mary Hudson Ard 4808 Westridge Ave. Ft. Worth, TX 76116

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Ms. Ard:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

Mary Hudson Ard October 24, 1996 Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw



October 24, 1996

InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

David Goodnow 230 Ridgefield Road Wilton, CT 06897

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Goodnow:

By letter dated August 30, 1996, InterCoast Cil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

As an alternative, IOGC proposes that you farmout your interest, delivering a 75% net revenue interest before payout with the option to convert your reserved override to a proportionate 25% working interest after payout. These are the same terms as set forth in my proposal letter dated August 30, 1996.



October 24, 1996

InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

William A. Hudson, II and Betty C. Hudson 616 Texas St. Ft. Worth, TX 76102

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. and Mrs. Hudson:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250 Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

As an alternative, IOGC proposes that you farmout your interest, delivering a 75% net revenue interest before payout with the option to convert your reserved override to a proportionate 25% working interest after payout. These are the same terms as set forth in my proposal letter dated August 30, 1996.

William A. Hudson, II and Betty C. Hudson October 24, 1996 Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

angeljoa



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October 24, 1996

InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

Devon Energy Corporation 20 North Broadway, Suite 1500 Oklahoma City, OK 73102

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

As an alternative, IOGC proposes that you farmout your interest, delivering a 75% net revenue interest before payout with the option to convert your reserved override to a proportionate 25% working interest after payout. These are the same terms as set forth in my proposal letter dated August 30, 1996.



October 24, 1996

InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Terephone 918 488-8182 Fax

Edward H. Judson and Marilyn M. Judson 400 West Illinois, Suite 1100 Midland, TX 79701

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Mr. and Mrs. Judson:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

As an alternative, IOGC proposes that you farmout your interest, delivering a 75% net revenue interest before payout with the option to convert your reserved override to a proportionate 25% working interest after payout. These are the same terms as set forth in my proposal letter dated August 30, 1996.

Edward H. Judson and Marilyn M. Judson October 24, 1996 Page 2

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Kick A cxum

Rock A. Quinn Senior Landman

RAQ:rkw

angeljoa



October 24, 1996

InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

Frances B. Bunn 2493 Makiki Heights Drive Honolulu, Hawaii 96822

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Ms. Bunn:

By letter dated August 30, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

As an alternative, IOGC proposes that you farmout your interest, delivering a 75% net revenue interest before payout with the option to convert your reserved override to a proportionate 25% working interest after payout. These are the same terms as set forth in my proposal letter dated August 30, 1996.

Frances B. Bunn October 24, 1996 Page 2

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We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

angeljoa



Claremont Corp. P. O. Box 549 Claremont, OK 74017

Well Proposal RE:

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

By letter dated June 17, 1996, InterCoast Oil and Gas Company ("IOGC") proposed the drilling of an 11,250' Morrow well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC has obtained a 47.5% working interest in the N/2 of Section 20-20S-28E. Accordingly, we have prepared and enclose for your review and comments a copy of IOGC's proposed Operating Agreement covering the captioned area. Also enclosed are two (2) copies of our AFE for the drilling of the well.

Should you desire to participate, please sign, date and return one (1) copy of the AFE together with any comments you may have in regard to the proposed Operating Agreement. At such time as the working interest owners are finalized and any comments reviewed, we will furnish each working interest owner with a signed copy of the Operating Agreement for execution.

As an alternative, IOGC proposes that you farmout your interest, delivering a 75% net revenue interest before payout with the option to convert your reserved override to a proportionate 25% working interest after payout.

We would appreciate hearing back from you at your earliest possible convenience. If you have any questions, please contact me at 918/491-4176.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

angeljoa

395 1741 367

InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 318 488-8283 Telephone 318 488-8182 Fax

November 8, 1996

Diamond Head Properties, L. P. P. O. Box 2127 Midland, TX 79702-2127

Attention: Ms. Shirley Choate

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-205-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your estimated 24% working interest in the E/2 of Section 20-20S-28E under the following terms:

- On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-205-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Diamond Head F. perties, L.P. November 8, 1996
Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Please indicate your election by marking the appropriate space provided below and returning one (1) signed copy of this letter to my attention. If you have any questions or would like to discuss this proposal, please contact me at (918) 491-4176.

Very truly yours, Rock A. Quinn Senior Landman	
RAQ:rkw Enclosure	
	We elect to participate in InterCoast Oil and Gas Company's proposed well.
	We elect to farmout our interest to InterCoast Oil and Gas Company. Please furnish us a farmout agreement for our review and execution.
DIAMOND HEAD PROPERTIES, L. P.	
Ву:	······································

dhp11896

INTERCOAST OIL AND GAS COMPANY

AUTHORIZATION FOR EXPENDITURES

Description of Work: Footage Drill, Log, DST, complete and equip a single zone Morrow Sand gas well Prospect Angell Ranch Date 8/28/96 To Be Determined Well No. Lease AFE No. 990' FNL-990' FEL Section 20 Twp 205 28E Location Range Field Atoka Morrow Eddy State New Mexico County Prim. Obj. Morrow Sec. Obj. Well TD 11250 After Before Before After **Csg Point Csg Point** Csg Point Csg Point Total Total BCP-820 TANGIBLE COSTS **INTANGIBLE COSTS** ACP-840 BCP-830 ACP-850 .01 Location/Damage Payment 4,500 4,500 .01 Cattle Guards & Fencing 0 .02 Location Construction 17,500 1,500 19,000 .02 Csg: Cond. 0 .03 Contracted Equipment 8,125 0 0 X 0.03 Csg: Surface 8,125 .04 Rotary Rig: MI, RU, RD, MO 0 0 500° 13-3/8° 48# H-40 30,500 .05 Rotary Rig: Daywork 11,000 11,000 22,000 .04 Csg: Intermediate 30,500 .06 Rotary Rig: Footage 191,250 0 191,250 000' 8-5/8" .07 Fuel 56,900 2,000 0 2,000 05 Csg: Production X 56,900 .08 Drilling Bits 0 4-1/2" @ 11250 0 .09 Drilling Fluid 37,500 1,000 38,500 .06 Float Equip, Centrizrs, etc. 2,000 2,000 3,000 8,800 .10 Mud Disposal 3,000 .07 Well Head 11,500 20,300 4,000 .08 Tubing .11 Drill Stem Tests 4,000 26,700 X 26,700 .12 Cement and Cementing Service 18,000 12,000 30,000 2-3/8", 4.7#, N-80 7,000 .09 Pump Unit Casing Crew, Equipment 3,500 3,500 .14 Logging: Open Hole 9,500 Х 9,500 .10 Motor/Engine 0 .15 Completion Rig X 15,000 15,000 .11 Rods & Pump X Ω 0 .16 Stimulation 75,000 10,000 X 75,000 .12 Pkr & Sub-surface Equip. 10,000 17 Misc. Pumping Services 0 3,500 3,500 .13 Tanks X 6,000 6,000 18 Log & Perf Cased Hole X 8,000 8,000 .14 Separator/Production Unit X 8,000 8,000 19 Rentals 5,000 5,000 10,000 .15 Heater Treater/Dehydrator X 8,000 8,000 Water/Water Hauling .20 10,500 6,000 16,500 .16 Fittings & Small Pipe X 12,500 12,500 1,000 .17 Other Equipment .21 Hauling/Freight 0 1,000 0 **Tubular Inspection** 1,500 12,500 .22 2,500 4,000 .18 Installation Costs 12,500 .23 Well Testing 1,500 1,000 2,500 .19 Miscellaneous .24 Labor: Contract 2,500 2,500 5,000 .20 Contingency \$154,100 \$47,425 Subtotal 25 Company Geologist/Engineer 2,500 0 2,500 1.000 .26 Overhead 3,700 4,700 PL-880 .27 Professional Services 17,500 6,000 23,500 Pipeliae 28 Insurance 1,700 1,700 .01 Line Pipe 25,000 25,000 29 Miscellaneous 14,000 7,550 21,550 .02 Metering Equipment X .30 Contingency 500 500 .03 Meter Sta. Valves, Fittings 0 \$25,000 .31 Coiled Tubing Work 0 3,500 3,500 Subtotal \$25,000 \$179,100 .32 Packer Redress **0 TOTAL TANGIBLE COSTS** \$47,425 \$226,525 Subtotal \$362,650 \$166,550 \$529,200 \$410,075 Pipeline PL-880 TOTAL WELL COSTS \$345,650 \$755,725 .01 Tapping Fee .02 Purchased Right of Way Total Well Cost to Casing Point \$410,075 .03 Damage Payments X Plugging Cost \$15,000 .04 Right of Way Acquisition x Total Dry & Abandonment Cost \$425,075 Total Cost Through Evaluation of Zone of Interest .05 Permits X \$673,725 .06 Freight Prepared By: LCF/TLR .07 PL & Meter Sta. Construction Estimated Soud Date .08 Surveying and Drafting .09 Field Construction Sup. InterCoast WIO % .10 Misc. and Contingency InterCoast Net Expenditure **\$**0 Subtotal Supplement No. **TOTAL INTANGIBLE COSTS** \$362,650 \$166,550 \$529,200 Original AFE Amount Amount This Supplement Revised AFE Amount INTERCOAST OIL AND GAS COMPANY APPROVED WORKING INTEREST OWNER APPROVED Date: Company Name: By: Date: By: By: Date: Name:



William A. Hudson, II and Betty C. Hudson 616 Texas Street Ft. Worth, TX 76102

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. and Mrs. Hudson:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

 On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico./

NEW MEXICO
OIL CONSERVATION DIVISION
Seafer Cast EXHIBIT

An InterCoast Energy Company

William A. Hudson, II and Betty C. Hudson November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

David Goodnow 230 Ridgefield Road Wilton, CT 06897

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Goodnow:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

 On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Mary Hudson Ard 4808 Westridge Avenue Ft. Worth, TX 76116

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Ms. Ard:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

 On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

RAO:rkw

Enclosures (2)



November 11, 1996

Isaac A. Kawasaki 734 Kalanipuu Honolulu, HI 96825

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Kawasaki:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

1. On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-205-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Betsy H. Keller 2524 Union Street San Francisco, CA 94123

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Ms. Keller:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

1. On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Kock / willena

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

E. G. Holden Testamentary Trust 2524 Union Street San Francisco, CA 94123

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

1. On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Charles Cline Moore 138 Harvard Avenue Mill Valley, CA 94941

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Moore:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-205-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

 On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)

Sangipro



November 11, 1996

Frederick Van Vranken Cedar Swamp Road, Box 264 Jericho, NY 11753

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Vranken:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

 On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. Frederick Van Vranken November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Ernie Bello 3325 Ala Akulikuli Honolulu, Hawaii 96818-2215

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Bello:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

1. On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Yates Petroleum Corp. 105 S. 4th Street Artesia, NM 87196

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

 On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. Yates Petroleum Corp. November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Cock I continue

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)

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InterCoast Oil and Gas Company 7130 South Lewis Avenue Suite 700 Tulsa, Oklahoma 74136 918 488-8283 Telephone 918 488-8182 Fax

November 11, 1996

Hayes Properties, Inc. P. O. Box 3700 Midland, TX 79702

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

1. On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

Hayes Properties, Inc. November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

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RAQ:rkw

Enclosures (2)



November 11, 1996

Frances B. Bunn 2493 Makiki Heights Drive Honolulu, Hawaii 96822

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Ms. Bunn:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

1. On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn
Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Edward H. Judson and Marilyn M. Judson 400 West Illinois, Suite 1100 Midland, TX 79701

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Mr. and Mrs. Judson:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

Edward H. Judsc. and Marilyn M. Judson November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Devon Energy Corporation 20 North Broadway, Suite 1500 Oklahoma City, OK 73102

RE: Well Proposal E/2 Section 20

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Whille

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Brown Brothers Harriman Trust Company Trustee of the William B. Oliver Trust and Successor Trustee of the Agnes Cluth Oliver Trust 2001 Ross Ave., Suite 1150 Dallas, TX 75201

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

Brown Brothers Harriman Trust Company Trustee of the William B. Oliver Trust and Successor Trustee of the Agnes Cluth Oliver Trust November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly_yours,

Cock A. Mulia

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

LAJ Corp.
P. O. Box 10626
Midland, TX 79702-7626

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

LAJ Corp. November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)

Sangipro



November 11, 1996

Karen V. Martin and William H. Martin, Trustees of the Martin Living Trust 400 West Illinois, Suite 1100 Midland, TX 79701

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Ladies and Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

Karen V. Martin and William H. Martin, Trustees of the Martin Living Trust November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Edward R. Hudson, Jr. and Ann F. Hudson 616 Texas Street Ft. Worth, TX 76102

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Mr. and Mrs. Hudson:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

Edward R. Hudson, Jr. and Ann F. Hudson November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

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RAQ:rkw

Enclosures (2)

Sangipro



November 11, 1996

Joseph R. Hodge 3815 Roxbury Ct. Colorado Springs, CO 80906

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Hodge:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)

Santioro



November 11, 1996

J. W. Gendron 1280 Encino Drive San Marino, CA 91108

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Gendron:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)

Sangipro



November 11, 1996

Myco Industries, Inc. 105 South Fourth Street Artesia, NM 88210

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. ICGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

Myco Industrie, Inc. November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Lock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Space Building Corporation 250 Cape Highway, Route 44 East Taunton, MA 02713

RE: Well Proposal

E/2 Section 20-205-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

Space Building Corporation November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Sanford J. Hodge, III 4324 Hanover Dallas, TX 75225

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Hodge:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Pennzoil Exploration & Production Company P. O. Box 2967 Houston, TX 77252-2967

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

Pennzoil Exploration & Production Company November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Unit Petroleum Corporation 7130 South Lewis Tulsa, OK 74136

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

Unit Petroleu. Corporation November 11, 1996 Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Claremont Corp.
P. O. Box 549
Claremont, OK 74017

RE: Well Proposal
E/2 Section 20-205-28E
Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (2)



November 11, 1996

Whiting Petroleum Corporation 1700 Broadway, Suite 2300 Denver, CO 80290-2301

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

KOCKA C

RAO:rkw

Enclosures (2)



November 11, 1996

Abo Petroleum Corporation 331 West Main St., Suite A Artesia, NM 88210-2160

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)

Sangipro



November 11, 1996

R. Ken Williams
P. O. Box 10626
Midland, TX 79702-7626

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Williams:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

RAO:rkw

Enclosures (2)



November 11, 1996

Yates Drilling Company 110 South 4th Street Yates Building Artesia, NM 88210-2123

RE: Well Proposal

E/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)

Sangipro



November 11, 1996

Adolph P. Schuman 400 Sansome Street San Francisco, CA 94111

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Mr. Schuman:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

 On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)

Sangipro



November 11, 1996

W. A. & E. R. Hudson, Inc. 616 Texas Street Ft. Worth, TX 76102-4612

RE: Well Proposal
E/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the Operating Agreement previously submitted for your consideration. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20. As you are aware, IOGC has previously proposed the drilling of this well on the basis of a N/2 Section 20 unit. Pursuant to our recent meeting with Yates Petroleum Corporation, it was mutually agreed that an E/2 Section 20 unit would accommodate additional drilling opportunities in the W/2 thereof.

If you do not wish to participate in the proposed test well, IOGC proposes that you grant us a farmout of your interest in the E/2 of Section 20-20S-28E under the following terms:

1. On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico.

W. A. & E. R. .dson, Inc. November 11, 1996
Page 2

- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the E/2 of Section 20 from the surface of the earth to the total depth drilled in the test well.
- 3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Kock A. Jum

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (2)



November 14, 1996

Diamond Head Properties, L. P. P. O. Box 2127 Midland, TX 79702-2127

Attention: Ms. Shirley Choate

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located 990' FNL and 990' FEL of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE for your review and approval. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the operating agreement previously submitted for your consideration.

- On or before 60 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Diamond Head Properties, L.P. November 14, 1996
Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Please note that this well proposal does NOT replace or supersede our proposal to you dated November 8, 1996. Our original intention was to drill our well on a 320 acre north half unit. Subsequently, we agreed with Yates Petroleum to drill our well on an east half unit basis. Since we did not send Diamond Head our original N/2 proposal, we are sending this letter to you simply to ensure that all owners were properly noticed under the initial proposal.

Very truly yours,

Lock A cheun

Rock A. Quinn Senior Landman

RAQ:rkw Enclosure

dhp11896



November 11, 1996

Adolph P. Schuman 400 Sansome Street San Francisco, CA 94111

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Schuman:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

W. A. & E. R. Hudson, Inc. 616 Texas Street Ft. Worth, TX 76102-4612

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- 1. On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-205-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

W. A. & E. R. Hudson, Inc. November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

Yates Drilling Company 110 South 4th Street Yates Building Artesia, NM 88210-2123

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- 1. On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Yates Drilling Company November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

R. Ken Williams P. O. Box 10626 Midland, TX 79702-7626

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Williams:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- 1. On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

R. Ken Williams November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

Abo Petroleum Corporation 331 West Main St., Suite A Artesia, NM 88210-2160

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- 1. On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Abo Petroleum Corporation November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Lock A - cheun

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

Whiting Petroleum Corporation 1700 Broadway, Suite 2300 Denver, CO 80290-2301

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Whiting Petroleum Corporation November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw Enclosures (3)



November 11, 1996

Myco Industries, Inc. 105 South Fourth Street Artesia, NM 88210

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Myco Industries, Inc. November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

J. W. Gendron 1280 Encino Drive San Marino, CA 91108

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Mr. Gendron:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- 1. On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

Joseph R. Hodge 3815 Roxbury Ct. Colorado Springs, CO 80906

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Dear Mr. Hodge:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- 1. On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Joseph R. Hodge November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

E. G. Holden Testamentary Trust 2524 Union Street San Francisco, CA 94123

RE: Well Proposal
N/2 Section 20-20S-28E
Eddy County, NM
IOGC's Angell Ranch Prospect

Gentlemen:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (3)



November 11, 1996

Betsy H. Keller 2524 Union Street San Francisco, CA 94123

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Ms. Keller:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- 1. On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Betsy H. Keller November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

KUCK:

RAQ:rkw Enclosures (3)



November 11, 1996

Isaac A. Kawasaki 734 Kalanipuu Honolulu, HI 96825

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Kawasaki:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- 1. On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn Senior Landman

RAO:rkw

Enclosures (3)



November 11, 1996

Charles Cline Moore 138 Harvard Avenue Mill Valley, CA 94941

RE: Well Proposal

N/2 Section 20-20S-28E

Eddy County, NM

IOGC's Angell Ranch Prospect

Dear Mr. Moore:

InterCoast Oil and Gas Company ("IOGC") hereby proposes the drilling of a well to be located in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico. IOGC proposes that the test well be drilled to a depth of approximately 11,250' in order to sufficiently test the Morrow Sand formation. Dry hole costs are estimated to be \$405,000, with total completed well costs estimated at \$697,000.

Enclosed are two copies of the AFE and a copy of our proposed operating Agreement for this well. If you should desire to participate, please sign and return one copy of the AFE together with any comments you may have regarding the proposed operating agreement. IOGC has acquired the interest of Kerr-McGee in the NE/4 of Section 20.

- On or before 120 days following the execution date of a definitive agreement, IOGC would commence or cause the commencement of an 11,250' Morrow Sand test at a location in the NE/4 of Section 20-20S-28E, Eddy County, New Mexico.
- 2. In the event the test well results in a well capable of producing in commercial quantities, IOGC would earn an assignment of your interest in the dedicated unit within Section 20 from the surface of the earth to the total depth drilled in the test well.

Charles Cline Moore November 11, 1996 Page 2

3. You would reserve in such assignment a 1/8th of 8/8ths overriding royalty interest which would absorb all burdens in excess of the usual 1/8th royalty, and would be proportionately reduced to the interest being assigned.

Due to time constraints on the commencement of the proposed well, IOGC has filed an application for compulsory pooling and an unorthodox well location with the New Mexico Oil Conservation Division. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date. However, we would like to obtain your voluntary joinder in the well, and we would appreciate discussing this proposal with you at your earliest convenience.

Very truly yours,

Rock A. Quinn

Senior Landman

RAQ:rkw

Enclosures (3)

INTERCOAST OIL AND GAS COMPANY

AUTHORIZATION FOR EXPENDITURES

Description of Work: Footage Drill, Log, DST, complete and equip a single zone Morrow Sand gas well Angell Ranch Date 12/17/96 Prospect To Be Determined Well No. Lease AFE No. Location 990' FNL-990' FEL Section 20 Twp **20S** 28E Range Field Atoka Morrow County Eddy State New Mexico 11250' Prim. Obj. Morrow Well TD Sec. Obj. Before After Before After Csg Point Csg Point Csg Point Total Csg Point Total INTANGIBLE COSTS BCP-820 ACP-840 TANGIBLE COSTS BCP-830 ACP-850 .01 Location/Damage Payment 4,500 4,500 .01 Cattle Guards & Fencing 0 .02 Location Construction 17,500 1,500 19,000 .02 Csg: Cond. 0 X 0 .03 Contracted Equipment 0 0 8,125 0 .03 Csg: Surface X 8,125 .04 Rotary Rig: MI, RU, RD, MO 500' 13-3/8" 48# H-40 0 0 0 .05 Rotary Rig: Daywork 11,000 11,000 22,000 .04 Csg: Intermediate 30,500 X 30,500 .06 Rotary Rig: Footage 210,950 3000' 8-5/8' 0 210.950 32# .07 Fuel 2,000 0 2,000 .05 Csg: Production X 56,900 56,900 .08 Drilling Bits 0 0 0 4-1/2" @ 11250' .09 Drilling Fluid 38,500 .06 Float Equip, Centrlzrs, etc. 37.500 1 000 2 000 2,000 .10 Mud Disposal 3,000 3,000 .07 Well Head 8,800 11,500 20,300 .11 Drill Stem Tests 4,000 4,000 .08 Tubing 26,700 X 26,700 .12 Cement and Cementing Service 18,000 12,000 2-3/8", 4.7#, N-80 30,000 .13 Casing Crew, Equipment 3,500 3,500 7,000 .09 Pump Unit X 0 9,500 .10 Motor/Engine .14 Logging: Open Hole 9,500 X X 0 0 .15 Completion Rig 15,000 X 15,000 .11 Rods & Pump 0 X 0 16 Stimulation X 75,000 75,000 .12 Pkr & Sub-surface Equip. X 10,000 10,000 17 Misc. Pumping Services 0 3,500 3,500 .13 Tanks X 6,000 6,000 .18 Log & Perf Cased Hole X 8,000 8,000 .14 Separator/Production Unit X 8,000 8,000 .19 Rentals 5,000 5,000 10,000 .15 Heater Treater/Dehydrator X 8,000 8,000 .20 Water/Water Hauling 10,500 6,000 16,500 .16 Fittings & Small Pipe X 12,500 12,500 .21 Hauling/Freight 1.000 1,000 .17 Other Equipment 0 0 0 22 Tubular Inspection 1,500 2,500 4,000 .18 Installation Costs X 12,500 12,500 23 Well Testing 1,500 1,000 2,500 .19 Miscellaneous 2,500 .24 Labor: Contract 2,500 5,000 .20 Contingency \$47,425 \$154,100 .25 Company Geologist/Engineer 2,500 0 2,500 Subtotal \$201,525 .26 Overhead 3,700 1,000 4,700 .27 Professional Services 17,500 6,000 23,500 Pipeline PL-880 28 Insurance 1,700 0 1,700 .01 Line Pipe X 25,000 25,000 29 Miscellaneous 14,000 7,550 21,550 .02 Metering Equipment X 500 .03 Meter Sta. Valves, Fittings X .30 Contingency 500 0 0 .31 Coiled Tubing Work 0 3,500 3,500 Subtotal \$25,000 \$25,000 X .32 Packer Redress **0 TOTAL TANGIBLE COSTS** \$47,425 \$179,100 \$226,525 Subtotal \$382,350 \$166,550 \$548,900 TOTAL WELL COSTS' \$429,775 \$345,650 \$775,425 Pipeline PL-880 .01 Tapping Fee .02 Purchased Right of Way X Total Well Cost to Casing Point \$429,775 .03 Damage Payments X Plugging Cost \$15,000 .04 Right of Way Acquisition X Total Dry & Abandonment Cost \$444,775 .05 Permits X Total Cost Through Evaluation of Zone of Interest \$693,425 LCF/TLR .06 Freight X Prepared By: .07 PL & Meter Sta. Construction X Estimated Spud Date .08 Surveying and Drafting X InterCoast WIO % .09 Field Construction Sup. X .10 Misc. and Contingency InterCoast Net Expenditure \$0 X Subtotal Supplement No. \$548,900 Original AFE Amount TOTAL INTANGIBLE COSTS \$382,350 \$166,550 Amount This Supplement NEWMEXIGO OIL CONSERVATION DIVISION PPROVED INTERCOAST OIL AND GAS COMPANY APPROVED By Date: Company Name: By: Date: Date: BYEXHIBI By: Date: Name: CASE NO.

Recommended by	the Council
of Petroleum Accou	untants
Societies	

	EXHIBIT	"OJL CONSECTION DIVISION
Attached to and made a part of		Sufer COEST EXHIBIT
		CASE NO

ACCOUNTING PROCEDURE JOINT OPERATIONS

I. GENERAL PROVISIONS

Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the Parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.
"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as

most recently recommended by the Council of Petroleum Accountants Societies.
"Prime rate" shall be deemed to be the prime rate of interest established by the Chase Manhattan Bank, N.A., New York on the business day immediately preceding the date of billing.

2. Statement and Billings

> Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

*2% above on the first day of the month in which delinquency occurs plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. The operator shall have the right, with or without cause, to reject any and all

letters of credit, which may be submitted by non-operator as security for advance payment of such non-operator's proportionate share of costs and expenses Adjustments 4. of the joint property.

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator, during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

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5. Audits

- A. Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.
- B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

6. Approval By Non-Operators

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Ecological and Environmental

Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations.

2. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

3. Labor

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
 - (2) Salaries of First Level Supervisors in the field.
 - (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the overhead rates.
 - (4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property if such charges are excluded from the overhead rates.
- B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.

4. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed/the percent most recently recommended by the Council of Petroleum Accountants Societies.

5. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

6. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.



- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store where like material is normally available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.
- C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies.

7. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall—not—be charged to the Joint Account, unless proviously agreed to by the Parties.

8. Equipment and Facilities Furnished By Operator

- A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed insurance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed insurance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed insurance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed insurance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed insurance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed insurance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed insurance, repairs, other operations are particles.
- B. In lieu of charges in paragraph 8A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property. Less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

9. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

10. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgements and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for pervices of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.

11. Taxes

All taxes devery kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties hereto in accordance with the tax value generated by each party's working interest.

12. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

15. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations.



III. OVERHEAD

1. Overhead - Drilling and Producing Operations

- i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:
 - (X) Fixed Rate Basis, Paragraph 1A, or () Percentage Basis, Paragraph 1B.

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic or accounting-or-matters before or involving-governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

- ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:
 - (X) shall be covered by the overhead rates, or (X) shall not be covered by the overhead rates.
- iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property:
 - () shall be covered by the overhead rates, or (X) shall not be covered by the overhead rates.
- A. Overhead Fixed Rate Basis
 - (1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$5,819.00 (Prorated for less than a full month)

Producing Well Rate \$ 564.00

- (2) Application of Overhead Fixed Rate Basis shall be as follows:
 - (a) Drilling Well Rate
 - (1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.
 - (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig or other units used in workover, commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.
 - (b) Producing Well Rates
 - (1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
 - (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
 - (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
 - (4) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well. This one-well charge shall be made whether or not the well has produced except when drilling well rate applies.
 - (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.
- -B .- Overhead Percentage Basis
 - (1) -Operator-shall charge the Joint-Account at the following-rates:



	(a) Dovelopment
	Percent (%) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 10 of Section II and all salvage credits.
	(b) Operating
	Percent (%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.
	(2) Application of Overhead - Percentage Basis shall be as follows:
	For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening, or any remedial operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as operating.
2.	Overhead - Major Construction
	To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of \$
	A% of first \$100,000 or total cost if less, plus
	B % of costs in excess of \$100,000 but less than \$1,000,000, plus *To be negotiated.
	C% of costs in excess of \$1,000,000.
	Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be excluded.
3.	Catastrophe Overhead
	To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account for overhead based on the following rates:
	A* % of total costs through \$100,000; plus
	B* % of total costs in excess of \$100,000 but less than \$1,000,000; plus *To be negotiated.
	C
	Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply.

4. Amendment of Rates

The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of eash discounts: at cost or as provided below:



A. New Material (Condition A)

- (1) Tubular Goods Other than Line Pipe
 - (a) Tubular goods, sized 2% inches OD and larger, except line pipe, shall be priced at Eastern mill published carload base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.
 - (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.
 - (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.
 - (d) Macaroni tubing (size less than 2% inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.

(2) Line Pipe

- (a) Line pipe movements (except size 24 inch OD and larger with walls ¾ inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
- (b) Line pipe movements (except size 24 inch OD and larger with walls ¾ inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
- (c) Line pipe 24 inch OD and over and ¾ inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.
- (d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.
- (4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2 A (1) and (2).

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

(1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

- (2) Material used on and moved from the Joint Property
 - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material or
 - (b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as used Material.
- (3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.



(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

- (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.
- (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non upset basis.

(3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

- (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph 1.A(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished By Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

4. Expense of Conducting Inventories

- A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.
- B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

BEFORE THE NEW MEXICO OIL CONSERVATION DIVISION

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

Case No. 11,666

AFFIDAVIT REGARDING NOTICE

STATE OF NEW MEXICO) COUNTY OF SANTA FE) ss.	
Rock A. Quinn, being duly states:	sworn upon his oath, deposes and
1. I am over the age of 18 the matters stated herein.	8, and have personal knowledge of
2. I am a landman for App	licant.
find the names and correct ad	d a good faith, diligent effort to dresses of the interest owners ne compulsory pooling application
to the interest owners at their	y pooling application was provided c correct addresses by certified turn receipts are attached hereto
5. Applicant has complied Division Rule 1207.	d with the notice provisions of
	Rock A. Quinn
	~

SUBSCRIBED AND SWORN TO before me this 18th day of December,

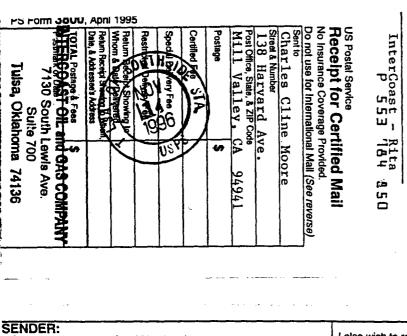
My Commission Expires:

1996, by Rock A. Quinn.

16-29-99

NEW MEXICO
OIL CONSERVATION DIVISION

EXHIBIT 5



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BEFORE THE NEW MEXICO OIL CONSERVATION DIVISION

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

Case No. 11,666

AFFIDAVIT REGARDING NOTICE
STATE OF NEW MEXICO) COUNTY OF SANTA FE) ss.
James Bruce, being duly sworn upon his oath, deposes and states:
1. I am over the age of 18, and have personal knowledge of the matters stated herein.
2. I am an attorney for Applicant.
3. Applicant has conducted a good faith, diligent effort to find the names and correct addresses of the interest owners entitled to receive notice of the unorthodox location application filed herein.
4. Notice of the unorthodox location application was provided to the interest owners at their correct addresses by certified mail. Copies of the notice letters and certified return receipts are attached hereto as Exhibit A.
5. Applicant has complied with the notice provisions of Division Rule 1207.
James Bruce SUBSCRIBED AND SWORN TO before me this 16th day of December,
1995, by James Bruce. Bunda S. Chauful
My Commission Expires:
NEW MEXICO OIL CONSERVATION DIVISION

CASE NO. 11666

HINKLE, COX, EATON, COFFIELD & HENSLEY, L.L.P.

PAUL W. EATON
CONRAD E. COPPIELD
MAROLD L. HENBELT, JR.
STLIART D. SAMHOR
ERIC D. LAMPHERE
C. D. MARTIN
MASTON C. COUNTINES
DOUBLAS L. MORTIN
MASTON C. COUNTINES
DOUBLAS L. LIMPSOND
MICHOLAS J. NOCIDING
T. CALDER EZZELL JR.
WILLIAM B. BURPORD
RICHARD C. OLSON
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RICHARD C. WILLYDAM
THOMAS J. MCBRIDE
MANCY S. CUSACN

JEPPREY D. HEWETT JAMES BRUCKELFORD' JAMES BRUCKELFORD' JEPPREY W. HELLBORD' WILLIAM F. COUNTESS' MICHAEL J. CANON ALBERT L. PITTS THOMAS M. HWASKO JOHN C. COMMETCH' W. H. BRAIL J. P. CARRES R. WATSON, JR STEVED G. ARNOLD THOMAS D. HANES, JR. GRODOWY L. NIBERT PRED W. SCHWEIDIMANI, JAMES M. HUDSON

ATTORNEYS AT LAW

218 MONTEZUMA POST OFFICE BOX 2068 SANTA FE, NEW MEXICO 87504-2068 (505) 982-4554 FAX (505) 982-8623

> LEWIS C COX JR IMBA-IBES! CLARENCE E HINKLE IBO-IBBES

O. M. CALHOUN' JOE W. WOOD RICHARD L. CAZZELL' RAY W. RICHARDS'

> Austin Appiliation Hoppman & Stephens, P.C. Kenneth R. Hoppmanp Tom D. Stephens^a Ronald C. Schultz, JR^a José Cano^a

THEMMS E. HOODY
RESECTA NICHOLS JOHNSON
STANLEY IL HOTOVSKY, JR.
ELLDIS S. CASEY
MARGARET CARTER LIDENUS
S. BARRY PARINER
WATT IL BROOMP
DAVID M. MUSSELL'
ANDREW J. CLOUTED
STEPHANIE LANDRY
HAY F. MOELLING'
DANG PRIMER
JALIE P. NEETRICH
WILLIAM F. SLATTERY
CHRISTOPHER M. MOODY
JOHN D. PHILLIPS
EARL R. NORTHS
JAMES A. GILLESPE

GART W. LARSON
LISA K. SHITTHNORMAN D. EMART
DARRON T. GROCE*
MOLLY MONTOSH
MARCIA B. LINCOLN
SCOTT A. SHILART
PAIL G. NASON
ARY C. WRIGHT
BRACLET G. BISHOPKAROLYN KING NEISON
LIEN T. LOUICHBOUGH
JAHES H. WOOD*
MANCY L. STRATTON
TIMOTHY R. BROWN
JAMES C. MARTIN

*NOT LICENSED IN NEW MEXICO

November 15, 1996

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

To: All Parties on Attached Exhibit A

InterCoast Oil and Gas Company has filed an application with the New Mexico Oil Conservation Division for an unorthodox location for a well to be drilled 990 feet from North and East lines of Section 20, Township 20 South, Range 28 East, N.M.P.M., Eddy. County, New Mexico. This matter will be heard at 8:15 a.m. on Thursday, December 5, 1996 at the Division's office at 2040 South Pacheco Street, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

HINKLE, COX, EATON, COFFIELD

& HENSLEY, L.L.P.

James Bruce

JB/bc



EXHIBIT "A"

Petroleum Reserve Corporation 4815 S. Harvard Drive, Suite 305 Tulsa, OK 74135

Oxy USA, Inc. Post Office Box 50250 Midland, TX 79710

Vision Energy, Inc. Post Office Box 2459 Carlsbad, NM 88221

Petroleum Reserve Corp. 4815 S. Harvard, Suite 305 Tulsa, OK 73112

Claremont Oil Corp. 4815 S. Harvard, Suite 305 Tulsa, OK 73112

PXA Onshore Corp. 1612 S. Cincinnati Avenue Tulsa, OK 74119

John McRae Post Office Box 2970 Denton, TX 76201

John D. Wallis 16 E. 16th Street Tulsa, OK 74119

Karen Loewenherz
4825 S. Peoria, #6
Tulsa, OK 74105

Milton Berry 4825 S. Peoria, #6 Tulsa, OK 74105

Baker Recovery, Inc. Post Office Box 1026 Tulsa, OK 74101

Mallon Oil Co. 999 18th Street, Suite 1700 Denver, CO 80202

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4815 S. Harvard, Suite 305

Claremont Oil Corp.

Tulsa, OK 1943

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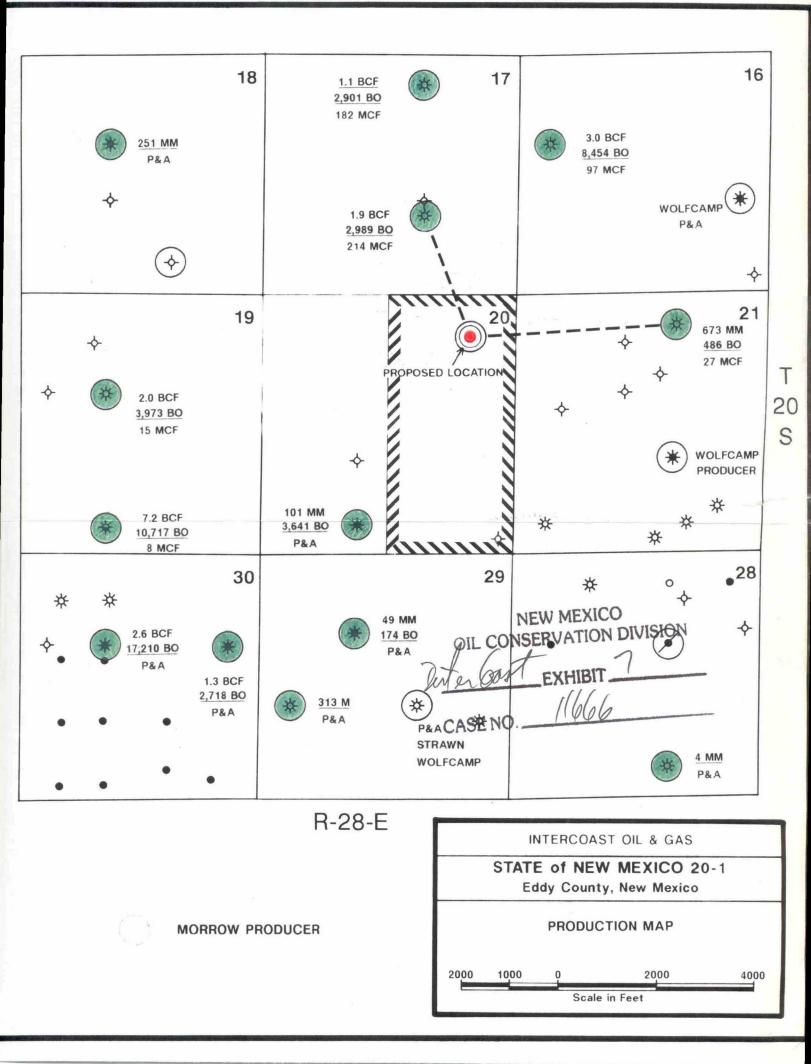
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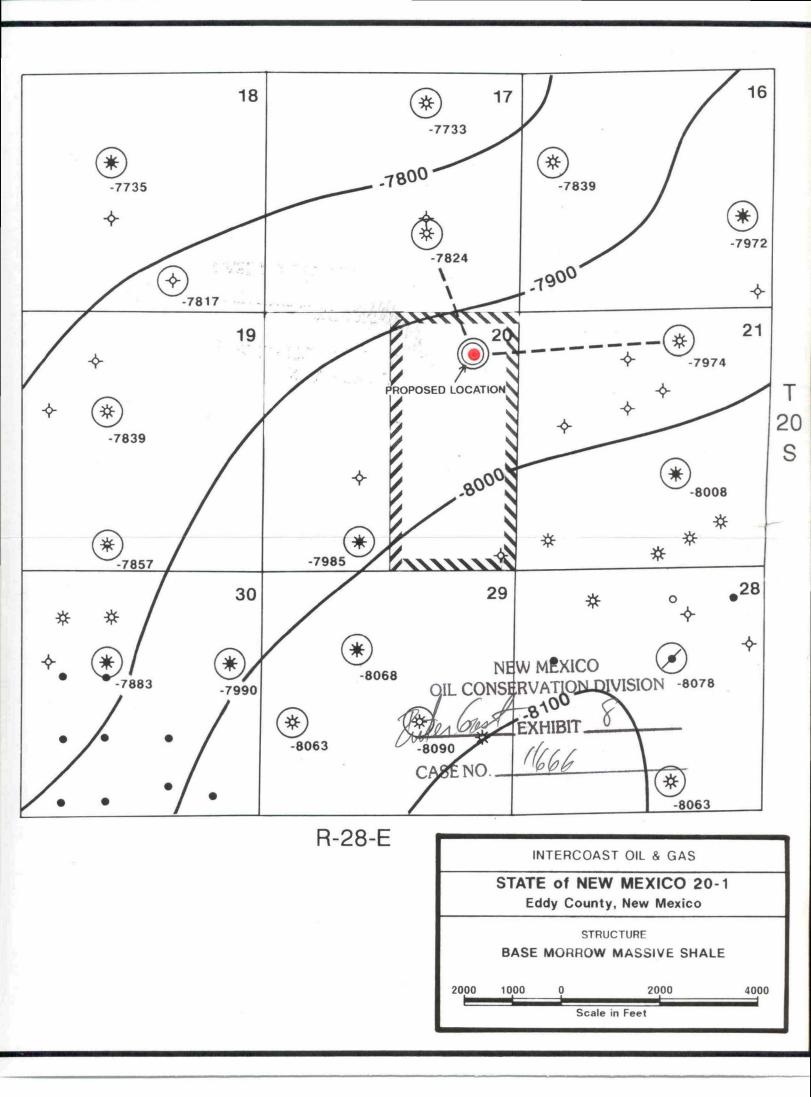
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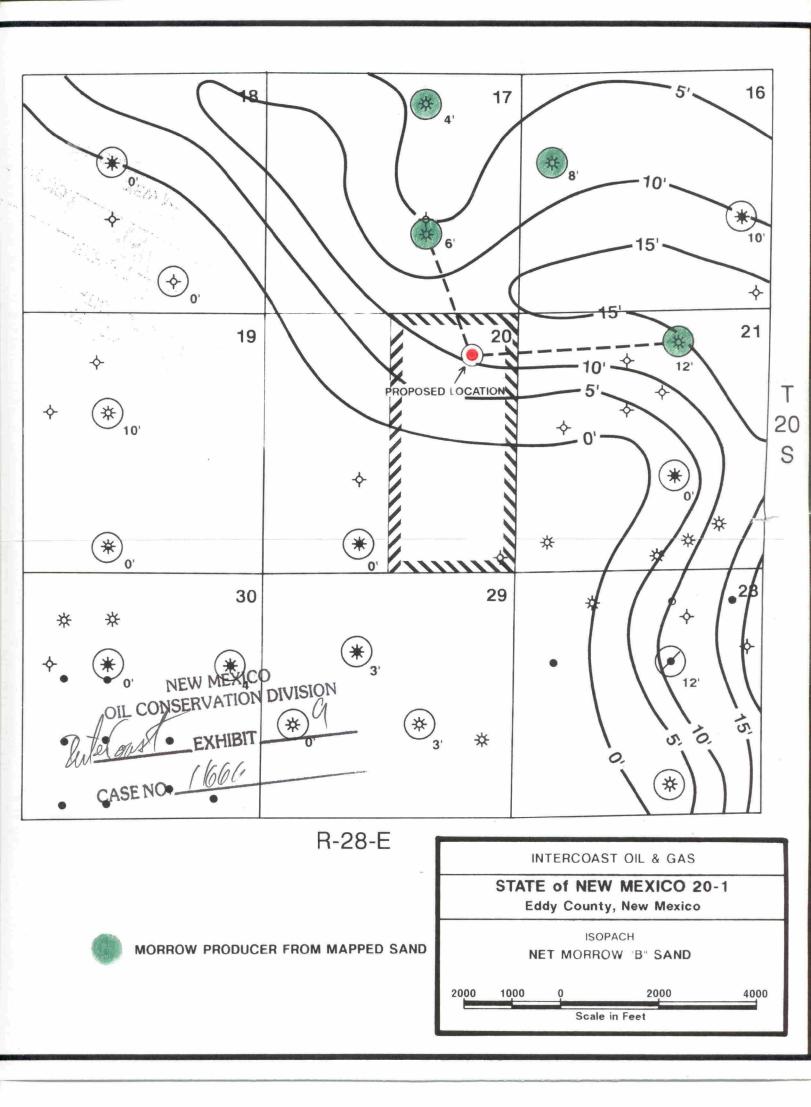
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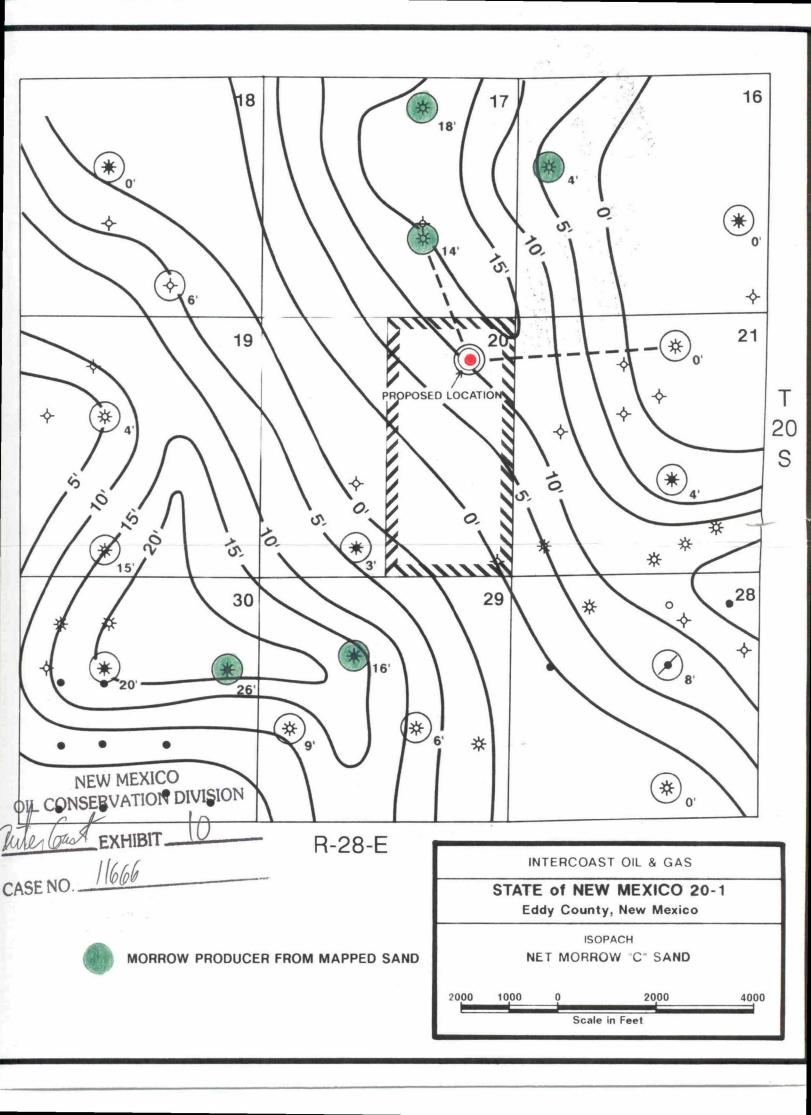
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Thank you for using Return Receipt Service









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