500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

November 16, 1992

Judyann Medeiros, Trustee P. O. Box 252 Alamogordo, New Mexico 88310

Re: Assignment of Operating Rights T17S, R27E
Section 36: E/2SE/4 as to all depths below the base of the Abo formation

Eddy County, New Mexico

Dear Ms. Medeiros:

As discussed with Ken Wade of Kersey and Company regarding the captioned land, this letter shall evidence your agreement to assign Mewbourne Oil Company 100% of your operating rights under the captioned land and depths on the following terms:

- 1) The purchase price shall be \$200.00 per net mineral acre.
- 2) Such assignment shall be free of any burdens or encumbrances placed thereon by you as to the interest you represent under the captioned land.
- 3) The effective date of the assignment shall be November 1, 1992 with such assignment to Mewbourne being subject to approval of title.
- 4) The assignment shall be on a mutually acceptable form prepared by Mewbourne Oil Company.
- 5) For title curative purposes, you agree to furnish Mewbourne any title information you currently have in your files pertaining to the captioned land if requested by Mewbourne. Such title materials shall be furnished free of cost to Mewbourne.

7	
	BEFORE EXAMINER STOGNER
	OIL CONSERVATION DIVISION
	EXHIBIT NO
August and	CASE NO.

Judyann Medeiros, Trustee November 16, 1992 Page 2

If the above terms are agreeable to you, please indicate your acceptance of same by signing and returning the copy of this letter to the undersigned at your early convenience.

to the undersigned at your early convenience.

Sincerely,

Mewbourne Oil Company

D. Pauf Haden, CPL

Landman

AGREED and ACCEPTED this _____ day of

November, 1992.

Thelma Kersey Methvin Trust

Dated April 30, 1987

By:

Judyann Medeiros, Trustee

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

November 17, 1992

Alma D. Granberry and Walter E. Granberry, Jr. 1923 33rd Street Lubbock, Texas 79411

Re: <u>T17S, R27E</u>

Section 36: E/SE/4, below the base of the Abo formation

Eddy County, New Mexico

Greetings:

Regarding your interest under the captioned land, Ken Wade of Kersey and Company in Artesia, New Mexico advised me November 10, 1992 you would be agreeable to selling your interest in the captioned land as described above on the same terms offered Kersey and Company. Accordingly, Mewbourne Oil Company hereby offers to purchase your interest under the captioned land on the basis of \$200.00 per net mineral acre. County records indicate each of you own an undivided 1/16 of 8/8 interest in the above 80 acre tract of land being five (5) mineral acres each.

Regarding the above, Mewbourne hereby proposes to purchase your interest described above on the following general terms:

- 1) The purchase price shall be \$200.00 per net mineral acre.
- Such assignment shall be free of any burdens or encumbrances 2) placed thereon by you as to the interest you represent under the captioned land.
- 3) The effective date of the assignment shall be November 1, 1992 with such assignment to Mewbourne being subject to approval of title.
- 4) The assignment shall be on a mutually acceptable form prepared by Mewbourne Oil Company.
- 5) For title curative purposes, you agree to furnish Mewbourne any title information you currently have in your files pertaining to the captioned land if requested by Mewbourne. Such title materials shall be furnished free of cost to Mewbourne.

Alma D. Granberry and Walter E. Granberry, Jr. November 17, 1992 Page 2

If the above terms are agreeable to you, please indicate your acceptance of same by signing and returning the copy of this letter to the undersigned at your early convenience.

Mewbourne Oil Company

D. Paul Haden, CPL

Landman

AGREED and ACCEPTED this November, 1992.	day of
Estate of Walter E. Granbern Deceased	ry, Sr.,
By: Walter E. Granberry, Jr., Executor	,
By: Walter E. Granberry, Jr., Individually	,
Ву:	
Alma DeShazo Granberry,	

a widow

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

November 16, 1992

Kathryn Kersey Alexander and Marie Kersey Wade, Trustees 808 W. Grand Artesia, New Mexico 88210

Re: Assignment of Operating Rights T17S, R27E
Section 36: E/2SE/4 as to all depths below the base of the Abo formation Eddy County, New Mexico

Dear Ladies:

As discussed with Ken Wade of Kersey and Company regarding the captioned land, this letter shall evidence your agreement to assign Mewbourne Oil Company 100% of your operating rights under the captioned land and depths on the following terms:

- 1) The purchase price shall be \$200.00 per net mineral acre.
- Such assignment shall be free of any burdens or encumbrances placed thereon by you as to the interest you represent under the captioned land.
- 3) The effective date of the assignment shall be November 1, 1992 with such assignment to Mewbourne being subject to approval of title.
- 4) The assignment shall be on a mutually acceptable form prepared by Mewbourne Oil Company.
- 5) For title curative purposes, you agree to furnish Mewbourne any title information you currently have in your files pertaining to the captioned land if requested by Mewbourne. Such title materials shall be furnished free of cost to Mewbourne.

Kathryn Kersey Alexander and Marie Kersey Wade, Trustees November 16, 1992 Page 2

If the above terms are agreeable to you, please indicate your acceptance of same by signing and returning the copy of this letter to the undersigned at your early convenience.

Sincerely,

Mewbourne dil Compan

D. Pauf Haden, CPL

Landman

AGREED and ACCEPTED this _____ day of

November, 1992.

Revocable Living Trust of
Harold Kersey and
Mary Ellen Kersey

By:

Kathryn Kersey Alexander, Trustee

By:

Marie Kersey Wade, Trustee

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

November 16, 1992

Margaret Holcomb 1522 Michigan Alamogordo, New Mexico 88310

Re: Assignment of Operating Rights T17S, R27E
Section 36: E/2SE/4 as to all depths below the base of the Abo formation Eddy County, New Mexico

Dear Ms. Hclcomb:

As discussed with Ken Wade of Kersey and Company regarding the captioned land, this letter shall evidence your agreement to assign Mewbourne Oil Company 100% of your operating rights under the captioned land and depths on the following terms:

- 1) The purchase price shall be \$200.00 per net mineral acre.
- 2) Such assignment shall be free of any burdens or encumbrances placed thereon by you as to the interest you represent under the captioned land.
- 3) The effective date of the assignment shall be November 1, 1992 with such assignment to Mewbourne being subject to approval of title.
- 4) The assignment shall be on a mutually acceptable form prepared by Mewbourne Oil Company.
- 5) For title curative purposes, you agree to furnish Mewbourne any title information you currently have in your files pertaining to the captioned land if requested by Mewbourne. Such title materials shall be furnished free of cost to Mewbourne.

Margaret Holcomb November 16, 1992 Page 2

If the above terms are agreeable to you, please indicate your acceptance of same by signing and returning the copy of this letter to the undersigned at your early convenience.

acceptance of same by signing and returning the copy of to the undersigned at your early convenience.

Sincerely,

Mewbourne Oil Company

D. Paul Haden, CPL
Landman

AGREED and ACCEPTED this _____ day of
November, 1992.

By:

Margaret Holcomb

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

November 16, 1992

Gene Reischman, Personal Representative of the Estate of Lester J. Reischman, Deceased 1320 W. 4th Street Roswell, New Mexico 88201

Re: Assignment of Operating Rights T17S, R27E
Section 36: E/2SE/4 as to all depths below the base of the Abo formation Eddy County, New Mexico

Dear Mr. Reischman:

Regarding the captioned land, this letter shall evidence your agreement to assign Mewbourne Oil Company 100% of your operating rights under the captioned land and depths on the following terms:

- 1) The purchase price shall be \$200.00 per net mineral acre.
- 2) Such assignment shall be free of any burdens or encumbrances placed thereon by you as to the interest you represent under the captioned land.
- 3) The effective date of the assignment shall be November 1, 1992 with such assignment to Mewbourne being subject to approval of title.
- 4) The assignment shall be on a mutually acceptable form prepared by Mewbourne Oil Company.
- 5) For title curative purposes, you agree to furnish Mewbourne any title information you currently have in your files pertaining to the captioned land if requested by Mewbourne. Such title materials shall be furnished free of cost to Mewbourne.

Gene Reischman Personal Representative November 16, 1992 Page 2

If the above terms are agreeable to you, please indicate your acceptance of same by signing and returning the copy of this letter to the undersigned at your early convenience.

Sincerely,

D. Paul Haden, CPL

Landman

AGREED and ACCEPTED this ____ day of November, 1992.

Estate of Lester J. Reischman, Deceased

By:_

Gene Reischman

Personal Representative

INNME GOVERNORS

Per ken Wade
The Reischenan's:

If the Dranberrya.

will cell their interest as I proposed.

1-10-92

234 Don Gaspar Santa Fe, New Mexico 87501 505-982-4333 Reservations: 1-800-234-4534

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

November 5, 1992

Fina Oil and Chemical Company P. O. Box 2990 Midland, Texas 79702

Attn: Kevin Pfister

Re: Fina FARMOUT AGREEMENT

T17S, R27E

Section 36: NW/4SW/4 Eddy County, New Mexico

Gentlemen:

Reference is made to that certain FARMOUT AGREEMENT dated October 13, 1992 between Fina Oil and Chemical Company as Farmor and Mewbourne Oil Company as Farmee covering certain depths under the captioned land as described therein. Mewbourne Oil Company hereby accepts the terms of such agreement subject to the following changes:

- 1) In Article I TEST WELL, line 1, delete "December 31, 1992" and insert "February 1, 1993"; line 3 and 4, delete "legal" and "on the Contract Acreage" and insert "approved by the New Mexico Oil Conservation Division in the SW/4 of Section 36, T17S, R27E, Eddy County, New Mexico," after the word "location"; line 9, delete "ninety (90)" and insert "one hundred twenty (120)"; line 13 delete "thirty (30)" and insert "sixty (60)".
- 2) Article II. SUBSTITUTE WELL, lines 12 and 13, delete "mutually acceptable legal location." and insert "at a location approved by the New Mexico Oil Conservation Division".; line 15, delete "ninety (90)" and insert "one hundred twenty (120)".
- 3) Article VII. ABANDONMENT OF WELLS, paragraph 1, line 6, delete "exclusive" and insert "inclusive"; line 16, insert "in the event such well take over by Farmor results in production in commercial quantities." after the word "hereof."
- 4) Article VII. ABANDONMENT OF WELLS, paragraph 2, lines 6 and 7, delete "and the spacing for the proration unit for such well";

Fina Oil and Chemical Company November 5, 1992 Page 2

line 9, delete "the said unit"; line 10 immediatedly after the words "to Farmor" and prior to the words "In the event" insert ", including the Contract Acreage previously assigned to Farmee by Farmor. In the event such well take over results in production in commercial quantities by Farmor, Farmee shall assign to Farmor all of Farmee's right, title and interest in Farmee's leases attributable to the productive formation in the proration unit allocated to the take over well."

- 5) Article XII. NOTICES AND REPORTS, paragraph 2, line 3, delete "Farmor" and insert "Farmee" in lieu of.
- Article XIV. OPTION TO PURCHASE PRODUCTION, paragraph 2, modify lines 10 through 13 to read as follows:

 . . . offered to Farmee (or if said sale is for a term of less than six (6) months, Farmee shall submit an outline of Farmee's proposed sales arrangement). This option as to gas (including casinghead gas) must be exercised by Farmor by written notice to Farmee as follows: 1) Contracts which are for a term of less than six (6) months, Farmor shall provide a response within ten (10) days of receipt of Farmee's Contract Proposal, 2) Contracts which are for a term of six (6) months or greater, Farmor shall provide a response within sixty (60) days of receipt of Farmee's Contract Proposal. This option . .
- 7) XVIII. GAS CONTRACTS, paragraph 2, delete in its entirety as the provisions of FERC Order No. 500 et al are no longer applicable.
- Article XVIII. GAS CONTRACTS, paragraph 3, delete in its 8) entirety and substitute the following: "Federal Energy Regulatory Commission Order No. 451 as amended provides for a good faith negotiation process ("GFNP") to amend certain gas sales contracts, which may affect the contractual rights of parties other than the party who initiates the GFNP. Accordingly, if on the effective date of this agreement all or any part of the lands covered by this agreement are covered by a gas sales contract to which Farmor is a party ("Subject Gas Contract"), Farmor reserves the exclusive right to initiate the GFNP with respect to the Subject Gas Contract, and any effort by Farmee to initiate the GFNP in a manner that affects the Subject Gas Contract shall be null and void. In the event Farmor does initiate the GFNP with respect to the Subject Gas Contract or any other gas sales contract with the same gas purchaser, the gas purchaser's renegotiation rights under the GFNP shall apply to gas covered by the Subject Gas Contract and attributable to

Fina Oil and Chemical Company November 5, 1992 Page 3

the interest assigned to Farmee hereunder, to the same extent as such renegotiation rights would have applied to the Subject Gas Contract had there been no assignment."

9) Add Article XXI. SUBSEQUENT WELL(S) to provide for the following:
"In the event the Test Well or substitute well is completed as a dry hole, or if it is completed as a producer but such well's proration unit does not include Farmor's acreage, Farmee will have the option, but not the obligation to conduct a continuous drilling program allowing not more than one hundred twenty (120) days to lapse between the completion of the last well and the commencement of drilling operations for the next well until all of Farmor's acreage described in Exhibit "A" is earned by Farmee".

If the above changes are acceptable to Fina, please indicate such acceptance by signing and returning the copy of this letter to the undersigned.

Mewbourne Oil Company

Lau Haden, CPL

Landman

Sincerely,

PH/klc

AGREED and ACCEPTED this _____ day of November, 1992.

Fina Oil and Chemical Company

By:

Ter Leve Reischman

He'll sell @ 2000 fac.

Include his steprother

Margaret . L. J. Reischum

Entate isn't closed.

P.H.

11-2-92

KERSEY & COMPANY

OIL PRODUCTION
Phone 746-3671 • 808 W. Grand
ARTESIA, NEW MEXICO 88210

Paul Hayden Mewbourne Oil Company 500 Texas, Suite 1020 Midland, Texas 79701 RECEIVED

Dear Mr. Hayden:

As per our phone conversation, we would agree to sell our share of the mineral rights on the E/2 SE/4 Sec 36 T17S R27E.

We would accept \$200.00 per net acre for the rights from the base of the Abo Formation to 100 feet below the base of the Morrow Formation.

The .3334 Working interest is presently owned by Kathryn Kersey Alexander and Marie Kersey Wade, Trustees of the Revocable Living Trust of Harold Kersey and Mary Ellen Kersey.

If this is agreeable, you may prepare an assignment to be sent to the address above.

Sincerely,

Kenneth R. Wade

The Phala

.3334 = 26.67 net acres

KRW/mg

Re: CHALL BUIFF 36" Sr. #1

PER KEN WADE -

THE KERSEY BUNCH WILL SELL (PROBABLY) AS TO THEIR INTEREST IN E/2SEMP. THIS REPRESENTS 60 NET ACRES. HE'S TO SEND LETTER.

P.A.

10-30-92

ton WADE - 505-746-367/

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

915 / 682-3715

October 6, 1992

Kersey and Company 808 W. Grand Ave. Artesia, N. M. 88210-1937 Attn: Mr. Harold Kersey

Re: Chalk Bluff "36" State #1

T17S, R27E

Section 36: E/2SE/4

below the base

of the Abo formation Eddy County, New Mexico

Dear Mr. Kersey:

As referenced in my previous letter to you dated September 4, 1992 regarding the captioned well, enclosed for your consideration is a copy of Mewbourne's AFE. Please respond to our well proposal at your earliest opportunity.

Sincerely,

Mewbourne 7011 Company

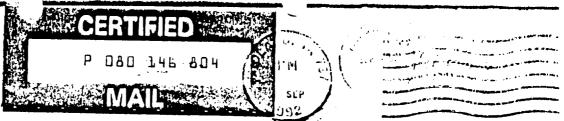
B. Paul Haden, CPL

Landman

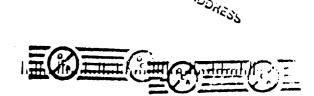
PH/klc Enclosure

Mewbourne Oil Company

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

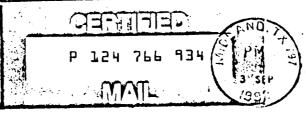


Thomas William Flynn P. O. Box 1065 Riverview, Florida 33



MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701



Relate Address por som and

Shirley Nell-McSchearty
1 Lavington Road
Charleston, South Corolina 29401





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ESTON PM SO SP 10 SO 1992 A

MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

CERTIFIED

P 080 146 802

MAIL



500 W, TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

> (915) 682-3715 FAX (915) 685-4170

> > September 21, 1992

Yates Petroleum Corporation 105 South Fourth Street Artesia, New Mexico

Attn: Robert Bullock

Re: Chalk Bluff "36" State #1

T17S, R27E

Section 36: S/2

Eddy County, New Mexico

Dear Rob:

Regarding the above well proposed by Mewbourne under the captioned land, enclosed for Yates Petroleum's consideration is a copy of Mewbourne's AFE. Such AFE is also being submitted to you for the following described interest owner's consideration as I assume Yates Petroleum represents them:

- 1) Lillie M. Yates, individually.
- Lillie M. Yates and S. P. Yates, Personal Representative of the Estate of Martin Yates, III, Dec'd.
- 3) Yates Brothers.

Should you have any questions regarding the above, please call.

Sincerely,

Mewbougene (i/1 Compan

. Pau∏Haden

PH/klc Enclosed

500 W, TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

> (915) 682-3715 FAX (915) 685-4170

> > September 18, 1992

Gene Reischman 1320 W. 4th Street Roswell, New Mexico 88201

Re: Chalk Bluff "36" State No. 1
+ T17S, R27E
Section 36: S/2
Eddy County, New Mexico

Dear Mr. Reischman:

Enclosed for your information as requested is a copy of Mewbourne's AFE for the captioned well proposed by Mewbourne.

As discussed with you this date, our records show the Estate of 1. J. Reischman owns 12.5% of the operating rights below the base of the Abo formation as to the E/2SE/4 of the captioned Section 30. If such information is correct, the Reischman interest in Mewbourne's well is 3.125%.

In the event you wish to farmout or sell your interest as previously proposed by Mewbourne, please advise and the appropriate agreement will be forwarded to you for execution.

Sincerelly

Mewbouttelof Company

D. Paul Maden, CPL

Landman

PH/klc Enclosure

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

915 / 682-3715

September 4, 1992

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Thomas William Flynn P. O. Box 1065 Riverview, Florida 33569

Re: Chalk Bluff "36" State #_
T17S, R27E
Section 36:
E/2SW/4 and the NW/4SE/4
below the base of the
Abo formation
Eddy County, New Mexico

Ladies and Gentlemen:

Records available to us indicate you own an interest in the operating rights under the captioned land. Mewbourne Oil Company, hereby, proposes drilling the captioned well to test the Morrow formation on the following proposed terms:

- 1) Mewbourne, as operator, will commence within 180 days from the execution date of your farmout agreement an initial test well at a location of Mewbourne's choice in the SW/4 of the captioned Section 36 and drill same to a depth sufficient to test the Morrow formation, estimated total depth being 10,300'. The S/2 of the above described Section 36 will be dedicated to the well.
- 2) In the event the initial test well is completed as a dry hole or if it is completed as a producer but such well's proration unit does not include all of your acreage, Mewbourne would have the option to commence a 180 day continuous development schedule with the intent of earning all of your acreage under the captioned land.
- If any well drilled under the terms of this agreement results in production including your acreage and operating rights, Mewbourne will earn an assignment of your operating rights in the proration unit allocated to the well from the base of the Abo formation to 100 feet below the total depth drilled in each well.

Thomas William Flynn September 4, 1992 Page 2

- 4) You would retain your interest (if any) from the surface to the base of the Abo formation and rights 100 feet below the total depth drilled in each of Mewbourne's well(s), an overriding royalty interest equal to the difference between 25% of all oil and gas produced and the total of all royalty interests, overriding royalty interests and other burdens on production which the premises may be subject, to the extent Mewbourne will be assigned a 75% net revenue interest lease in each proration unit earned by Mewbourne.
- 5) Upon acceptance of the farmout proposal, you agree to furnish Mewbourne with whatever title information you have in your files in connection with this property such as copies of the original base lease, title opinions, gas contracts currently in effect, etc.

In the event you prefer not to farmout your interest as proposed above, Mewbourne would be interested in acquiring your interest on the basis of \$150.00 per net mineral acre.

Should you not be interested in farming or selling your interest as proposed, Mewbourne invites you to join in drilling of the initial test well to the extent of your interest in the spacing unit. Regarding this option, Mewbourne's AFE for the above proposed well will be forwarded to you in the very near future.

Your early response regarding the above well proposal will be greatly appreciated.

Sincerely, Mewbourne Oil Company

Mike Bogart

Landman

MB/klc

cc: Ken Waits

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

915 / 682-3715

September 4, 1992

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Kersey and Company 808 W. Grand Ave.

Artesia, New Mexico 88210-1937

Attn: Mr. Harold Kersey

Re: Chalk Bluff "36" State #1

T17S, R27E

Section 36: E/2SE/4

below the base of the

Abo formation

Eddy County, New Mexico

Gentlemen:

Records available to us indicate you own an interest in the operating rights under the captioned land. In this connection, Mewbourne Oil Company, as operator, proposes drilling the captioned well to test the Morrow formation on the following proposed terms:

- 1) Mewbourne, as operator, will commence within 180 days from the execution date of your farmout agreement an initial test well at a location of Mewbourne's choice in the SW/4 of the captioned Section 36 and drill same to a depth sufficient to test the Morrow formation, estimated total depth being 10,300'. The S/2 of the above described Section 36 will be dedicated to the well.
- 2) In the event the initial test well is completed as a dry hole or if it is completed as a producer but such well's proration unit does not include all of your acreage; Mewbourne would have the option to commence a 180 day continuous development schedule with the intent of earning all of your acreage under the captioned land.
- in production including your acreage and operating rights, Mewbourne will earn an assignment of your operating rights in the proration unit allocated to the well from the base of the Abo formation to 100 feet below the total depth drilled in each well.

Kersey and Company September 4, 1992 Page 2

- 4) You would retain your interest (if any) from the surface to the base of the Abo formation and below 100 feet below the total depth drilled in each of Mewbourne's well(s), an overriding royalty interest equal to the difference between 25% of all oil and gas produced and the total of all royalty interests, overriding royalty interests and other burdens on production which the premises may be subject, to the extent Mewbourne will be assigned a 75% net revenue interest lease in each proration unit earned by Mewbourne.
- 5) Upon acceptance of the farmout proposal, you agree to furnish Mewbourne with whatever title information you have in your files in connection with this property such as copies of the original base lease, title opinions, gas contracts currently in effect, etc.

In the event you prefer not to farmout your interest as proposed above, Mewbourne would be interested in acquiring your interest on the basis of \$200.00 per net mineral acre.

Should you not be interested in farming or selling your interest as proposed, Mewbourne invites you to join Mewbourne in drilling the initial test well to the extent of your interest in the spacing unit. Regarding this option, Mewbourne's AFE for the above proposed well will be forwarded to you in the very near future.

If the above farmout terms are acceptable to you, please indicate your acceptance by signing and returning the copy of this letter to the undersigned.

Your early response regarding the above well proposal will be greatly appreciated.

Mewbourne Oil Company

D. Paul Haden

Landman

PH/klc cc: Ken Waits							
AGREED and		this	day	of			
KERSEY AND	COMPANY						
Harold							

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

915 / 682-3715

September 4, 1992

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Yates Brothers 207 South Fourth Artesia, New Mexico 88210

Re: Chalk Bluff "36" State #1
T17S, R27E
Section 36:
NW/4SE/4 and E/2SW/4
below the base of the
Abo formation
Eddy County, New Mexico

Ladies and Gentlemen:

Records available to us indicate you own an interest in the operating rights under the captioned land. In this connection, Mewbourne Oil Company, as operator, proposes drilling the captioned well to test the Morrow formation on the following proposed terms:

- 1) Mewbourne, as operator, will commence within 180 days from the execution date of your farmout agreement an initial test well at a location of Mewbourne's choice in the SW/4 of the captioned Section 36 and drill same to a depth sufficient to test the Morrow formation, estimated total depth being 10,300'. The S/2 of the above described Section 36 will be dedicated to the well.
- 2) In the event the initial test well is completed as a dry hole or if it is completed as a producer but such well's proration unit does not include all of your acreage; Mewbourne would have the option to commence a 180 day continuous development schedule with the intent of earning all of your acreage under the captioned land.
- If any well drilled under the terms of this agreement results in production including your acreage and operating rights, Mewbourne will earn an assignment of your operating rights in the proration unit allocated to the well from the base of the Abo formation to 100 feet below the total depth drilled in each well.

Yates Brothers September 4, 1992 Page 2

- 4) You would retain your interest (if any) from the surface to the base of the Abo formation and below 100 feet below the total depth drilled in each of Mewbourne's well(s), an overriding royalty interest equal to the difference between 25% of all oil and gas produced and the total of all royalty interests, overriding royalty interests and other burdens on production which the premises may be subject, to the extent Mewbourne will be assigned a 75% net revenue interest lease in each proration unit earned by Mewbourne.
- 5) Upon acceptance of the farmout proposal, you agree to furnish Mewbourne with whatever title information you have in your files in connection with this property such as copies of the original base lease, title opinions, gas contracts currently in effect, etc.

In the event you prefer not to farmout your interest as proposed above, Mewbourne would be interested in acquiring your interest on the basis of \$200.00 per net mineral acre.

Should you not be interested in farming or selling your interest as proposed, Mewbourne invites you to join Mewbourne in drilling the initial test well to the extent of your interest in the spacing unit. Regarding this option, Mewbourne's AFE for the above proposed well will be forwarded to you in the very near future.

Your early response regarding the above well proposal will be greatly appreciated.

Sincerely,

Mewbourne 011 Company

D. Paul Haden

Landman

PH/klc

cc: Ken Waits

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

915 / 682-3715

September 4, 1992

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Estate of Lester J.
Reischman, Deceased
1320 W. 4th Street
Roswell, New Mexico 88201
Attn: Mr. Gene Reischman

Re: Chalk Bluff "36" State #1
T17S, R27E
Section 36:
E/2 SE/4
below the base of the
Abo formation

Eddy County, New Mexico

Ladies and Gentlemen:

Records available to us indicate you own an interest in the operating rights under the captioned land. In this connection, Mewbourne Oil Company, as operator, proposes drilling the captioned well to test the Morrow formation on the following proposed terms:

- 1) Mewbourne, as operator, will commence within 180 days from the execution date of your farmout agreement an initial test well at a location of Mewbourne's choice in the SW/4 of the captioned Section 36 and drill same to a depth sufficient to test the Morrow formation, estimated total depth being 10,300'. The S/2 of the above described Section 36 will be dedicated to the well.
- 2) In the event the initial test well is completed as a dry hole or if it is completed as a producer but such well's proration unit does not include all of your acreage; Mewbourne would have the option to commence a 180 day continuous development schedule with the intent of earning all of your acreage under the captioned land.
- If any well drilled under the terms of this agreement results in production including your acreage and operating rights, Mewbourne will earn an assignment of your operating rights in the proration unit allocated to the well from the base of the Abo formation to 100 feet below the total depth drilled in each well.

Estate of Lester J. Reischman, Deceased September 4, 1992 Page 2

- 4) You would retain your interest (if any) from the surface to the base of the Abo formation and below 100 feet below the total depth drilled in each of Mewbourne's well(s), an overriding royalty interest equal to the difference between 25% of all oil and gas produced and the total of all royalty interests, overriding royalty interests and other burdens on production which the premises may be subject, to the extent Mewbourne will be assigned a 75% net revenue interest lease in each proration unit earned by Mewbourne.
- 5) Upon acceptance of the farmout proposal, you agree to furnish Mewbourne with whatever title information you have in your files in connection with this property such as copies of the original base lease, title opinions, gas contracts currently in effect, etc.

In the event you prefer not to farmout your interest as proposed above, Mewbourne would be interested in acquiring your interest on the basis of \$200.00 per net mineral acre.

Should you not be interested in farming or selling your interest as proposed, Mewbourne invites you to join Mewbourne in drilling the initial test well to the extent of your interest in the spacing unit. Regarding this option, Mewbourne's AFE for the above proposed well will be forwarded to you in the very near future.

If the above farmout terms are acceptable to you, please indicate your acceptance by signing and returning the copy of this letter to the undersigned.

Your early response regarding the above well proposal will be greatly appreciated.

Sincerely, Mewbourne oil Company

D. Paul Haden

Landman

PH/klc

cc: Ken Waits

AGREED and ACCEPTED this ____ day of _____, 1992.

Estate of Lester J. Reischman, Deceased By: _____ Gene Reischman, Personal Representative

of the Estate of Lester J. Reischman, Deceased

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

September 3, 1992

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Yates Petroleum Corporation 105 South Fourth Street Artesia, New Mexico 88210

Attn: Robert Bullock

Re: Chalk Bluff "36" State #1 T17S, R27E Section 36: NW/4SE/4, E/2SE/4 and E/2SW/4below the base of the Abo formation

Eddy County, New Mexico

Ladies and Gentlemen:

Records available to us indicate you own an interest in the operating rights under the captioned land. In this connection, Mewbourne Oil Company, as operator, proposes drilling the captioned well to test the Morrow formation on the following proposed terms:

- Mewbourne, as operator, will commence within 180 days from the execution date of your farmout agreement an initial test well at a location of Mewbourne's choice in the SW/4 or the captioned Section 36 and drill same to a depth sufficient to test the Morrow formation, estimated total depth being 10,300'. The S/2 of the above described Section 36 will be dedicated to the well.
- 2) In the event the initial test well is completed as a dry hole or if it is completed as a producer but such well's proration unit does not include all of your acreage; Mewbourne would have the option to commence a 180 day continuous development schedule with the intent of earning all of your acreage under the captioned land.
- 3) If any well drilled under the terms of this agreement results in production including your acreage and operating rights, Mewbourne will earn an assignment of your operating rights in the proration unit allocated to the well from the base of the Abo formation to 100 feet below the total depth drilled in each well.

Yates Petroleum Corporation September 3, 1992 Page 2

- 4) You would retain your interest (if any) from the surface to the base of the Abo formation and below 100 feet below the total depth drilled in each of Mewbourne's well(s), an overriding royalty interest equal to the difference between 25% of all oil and gas produced and the total of all royalty interests, overriding royalty interests and other burdens on production which the premises may be subject, to the extent Mewbourne will be assigned a 75% net revenue interest lease in each proration unit earned by Mewbourne.
- 5) Upon acceptance of the farmout proposal, you agree to furnish Mewbourne with whatever title information you have in your files in connection with this property such as copies of the original base lease, title opinions, gas contracts currently in effect, etc.

In the event you prefer not to farmout your interest as proposed above, Mewbourne would be interested in acquiring your interest on the basis of \$200.00 per net mineral acre.

Should you not be interested in farming or selling your interest as proposed, Mewbourne invites you to join Mewbourne in drilling the initial test well to the extent of your interest in the spacing unit. Regarding this option, Mewbourne's AFE for the above proposed well will be forwarded to you in the very near future.

Your early response regarding the above well proposal will be greatly appreciated.

Sincerely,

Mewpourne Oll Company

D. Paul Haden

Landman

PH/klc

cc: Ken Waits

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

September 3, 1992

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Lillie M. Yates 207 South Fourth Street Artesia, New Mexico 88210

Re: Chalk Bluff "36" State #1

T17S, R27E Section 36: NW/4SE/4, E/2SE/4 and E/2SW/4below the base of the

Abo formation

Eddy County, New Mexico

Ladies and Gentlemen:

Records available to us indicate you own an interest in the operating rights under the captioned land. In this connection, Mewbourne Oil Company, as operator, proposes drilling the captioned well to test the Morrow formation on the following proposed terms:

- Mewbourne, as operator, will commence within 180 days from the 1) execution date of your farmout agreement an initial test well at a location of Mewbourne's choice in the SW/4 of the captioned Section 36 and drill same to a depth sufficient to test the Morrow formation, estimated total depth being 10,300'. The S/2 of the above described Section 36 will be dedicated to the well.
- 2) In the event the initial test well is completed as a dry hole or if it is completed as a producer but such well's proration unit does not include all of your acreage; Mewbourne would have the option to commence a 180 day continuous development schedule with the intent of earning all of your acreage under the captioned land.
- If any well drilled under the terms of this agreement results 3) in production including your acreage and operating rights, Mewbourne will earn an assignment of your operating rights in the proration unit allocated to the well from the base of the Abo formation to 100 feet below the total depth drilled in each well.

Lillie M. Yates September 3, 1992 Page 2

- 4) You would retain your interest (if any) from the surface to the base of the Abo formation and below 100 feet below the total depth drilled in each of Mewbourne's well(s), an overriding royalty interest equal to the difference between 25% of all oil and gas produced and the total of all royalty interests, overriding royalty interests and other burdens on production which the premises may be subject, to the extent Mewbourne will be assigned a 75% net revenue interest lease in each proration unit earned by Mewbourne.
- 5) Upon acceptance of the farmout proposal, you agree to furnish Mewbourne with whatever title information you have in your files in connection with this property such as copies of the original base lease, title opinions, gas contracts currently in effect, etc.

In the event you prefer not to farmout your interest as proposed above, Mewbourne would be interested in acquiring your interest on the basis of \$200.00 per net mineral acre.

Should you not be interested in farming or selling your interest as proposed, Mewbourne invites you to join Mewbourne in drilling the initial test well to the extent of your interest in the spacing unit. Regarding this option, Mewbourne's AFE for the above proposed well will be forwarded to you in the very near future.

Your early response regarding the above well proposal will be greatly appreciated.

Sincerely,

Mewbourne Dil Cømpany

D. Paul Haden

Landman

PH/klc

cc: Ken Waits

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 002-3715

September 3, 1992

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Lillie M. Yates and S. P. Yates Personal Representative of the Estate of Martin Yates III, Deceased 207 South Fourth Street Artesia, New Mexico 88210

Re: Chalk Bluff "36" State #1
T17S, R27E
Section 36: NW/4SE/4,
E/2SE/4 and E/2SW/4
below the base of the
Abo formation
Eddy County, New Mexico

Ladies and Gentlemen:

Records available to us indicate you own an interest in the operating rights under the captioned land. In this connection, Mewbourne Oil Company, as operator, proposes drilling the captioned well to test the Morrow formation on the following proposed terms:

- 1) Mewbourne, as operator, will commence within 180 days from the execution date of your farmout agreement an initial test well at a location of Mewbourne's choice in the SW/4 of the captioned Section 36 and drill same to a depth sufficient to test the Morrow formation, estimated total depth being 10,300'. The S/2 of the above described Section 36 will be dedicated to the well.
- 2) In the event the initial test well is completed as a dry hole or if it is completed as a producer but such well's proration unit does not include all of your acreage; Mewbourne would have the option to commence a 180 day continuous development schedule with the intent of earning all of your acreage under the captioned land.
- 3) If any well drilled under the terms of this agreement results in production including your acreage and operating rights, Mewbourne will earn an assignment of your operating rights in the proration unit allocated to the well from the base of the Abo formation to 100 feet below the total depth drilled in each well.

Lillie M. Yates and S. P. Yates September 3, 1992 Page 2

- 4) You would retain your interest (if any) from the surface to the base of the Abo formation and below 100 feet below the total depth drilled in each of Mewbourne's well(s), an overriding royalty interest equal to the difference between 25% of all oil and gas produced and the total of all royalty interests, overriding royalty interests and other burdens on production which the premises may be subject, to the extent Mewbourne will be assigned a 75% net revenue interest lease in each proration unit earned by Mewbourne.
- 5) Upon acceptance of the farmout proposal, you agree to furnish Mewbourne with whatever title information you have in your files in connection with this property such as copies of the original base lease, title opinions, gas contracts currently in effect, etc.

In the event you prefer not to farmout your interest as proposed above, Mewbourne would be interested in acquiring your interest on the basis of \$200.00 per net mineral acre.

Should you not be interested in farming or selling your interest as proposed, Mewbourne invites you to join Mewbourne in drilling the initial test well to the extent of your interest in the spacing unit. Regarding this option, Mewbourne's AFE for the above proposed well will be forwarded to you in the very near future.

Your early response regarding the above well proposal will be greatly appreciated.

Sincerely,

Mewbourne Of Company

D. Paul Haden

Landman

PH/klc

cc: Ken Waits

Ver Kevin with tina -They will grant us a Ho of their interest. as to their 1/2 interest in the NW145W14 delivering MOC a 75% NRI, no Back-in. They are retaining their interest in the NELYNOWY & NELYNELY Sec. 36. DONE DEAL - HES TO SEND LETTER. P.H. g.26-92

500 W. TEXAS, SUITE 1020 MIDLAND, TEXAS 79701 915 / 682-3715

August 26, 1992

Fina Oil & Chemical Company P. O. Box 2990 Midland, Texas 79702

Attn: Kevin Pfister

Re: Farmin Offer

T17S, R27E

Section 36: NW/4SW/4, NE/4NW/4 and NE/4NE/4, below the Abo formation;

T17S, R28E

Section 31: SE/4SW/4 and W/2SE/4, below the base of the Abo formation Eddy County, New Mexico

Kevin:

As discussed this date, Mewbourne Oil Company would appreciate a firm commitment in writing from Fina at the earliest possible date regarding Mewbourne's offer to purchase or farmin Fina's interest under the captioned land. Mewbourne would appreciate such commitment so we can finalize our drilling schedule for Mewbourne's Morrow wells to be drilled under the S/2 of the captioned Section 36 and S/2 of the captioned Section 31.

Va Holade

Paul Haden, CPL

Landman

PH/klc

In Killy W/ Tina Her recommendation is nearly seedy to go to management Ro: Sec. 36 & 31 acrease in Chalk Bluff Wars. 6-19-92

500 W, TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

> (915) 682-3715 FAX (915) 685-4170 May 29, 1992

Fina Oil and Chemical Company P. O. Box 2990 Midland, Texas 79702

Attention: Katherine S. Lawson

RE: Purchase Offer

T17S, R27E

Section 36: NW/4SW/4, below 5950' and NE/4NW/4, below 2000'; and

T17S, R28E

Section 31: SE/4SW/4 and W/2SE/4,

below 7000';

Section 32: SW/4SE/4, below 7000'

Eddy County, New Mexico

Dear Kitty:

In reference to my previous letter of May 11, 1992 wherein Mewbourne offered to purchase Fina's interest under said land, please exclude the above described land in Section 32 in regard to Mewbourne's offer. We are no longer interested in Section 32.

Please call should you have any questions regarding the above.

Sincerely,

Mewbourne Oil Company

D. Paul Haden

Landman

DPH/nb

CC: Gary L. Winter

Ken Waits

Per Harold Kersey of Kersey and Company He is not interested in selling. He said he's had this leave for 50 years, isn't interested in Jethis rid of it now on 50 years ago. He's in with the fates burch Considers Them as his partners. He would be interested in Joining us

500 W, TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

> (915) 682-3715 FAX (915) 685-4170 May 21, 1992

Kersey & Company 808 West Grand Avenue Artesia, New Mexico 88210-1937

RE: T17S, R27E
Section 36: E/2SE/4,
Below the base of the

San Andres Formation Eddy County, New Mexico

Gentlemen:

County records indicate you own 65% of the operating rights under the captioned land. Accordingly, Mewbourne Oil Company hereby offers you \$7,800.00 being \$150.00 per net mineral acre for all of your right, title and interest in the operating rights under the captioned land below the base of the San Andres Formation.

The above offer is subject to immediate acceptance and approval of title.

Sincerely,

Mewbourne Qil, Company

D. Paul Haden

Landman

DPH/nb

CC: Gary L. Winter

Ken Waits

500 W, TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

> (915) 682-3715 FAX (915) 685-4170 May 11, 1992

Fina Oil and Chemical Company P. O. Box 2990 Midland, Texas 79702

Attention: Katherine S. Lawson

RE: Purchase Offer
T17S, R27E
Section 36: NW/4SW/4, below 5950'
and NE/4NW/4, below 2000'; and
T17S, R28E
Section 31: SE/4SW/4 and W/2SE/4,
below 7000';
Section 32: SW/4SE/4, below 7000'
Eddy County, New Mexico

Ladies and Gentlemen:

Records available indicate Fina owns an interest in the operating rights under the captioned land. Accordingly, Mewbourne Oil Company hereby offers to purchase an assignment from Fina on the basis of \$200.00 per net mineral acre for all of Fina's right, title and interest under the above land and depths.

The above offer is subject to immediate acceptance and approval of title.

Sincerely,

Mewbourne Dil Company

Paul Haden

Landman

DPH/nb

CC: Gary L. Winter Ken Waits

500 W, TEXAS, SUITE 1020 MIDLAND, TEXAS 79701

(915) 682-3715 FAX (915) 685-4170 April 8, 1992

Fina Oil and Chemical Company P. O. Box 2990 Midland, Texas 79702

Attention: Kevin Pfister

RE: T17S, R27E

Section 36: NW/4SW/4, Below a depth of 5950' Eddy County, New Mexico State lease B-11538-14

Gentlemen:

State and county records indicate Fina owns 1/2 of the operating rights under the captioned land. Accordingly, Mewbourne Oil Company hereby offers Fina \$200.00 per net mineral acre for all of Fina's right, title and interest in the captioned land below a depth of 5950'.

The above offer is subject to immediate acceptance and approval of title.

Sincerely,

LY Company

Paul $^{\nu}$ Haden

Landman

DPH/nb

CC: Gary L. Winter Ken Waits