



JIM BACA
COMMISSIONER

State of New Mexico

OFFICE OF THE

Commissioner of Public Lands

Santa Fe

#9825

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

October 8, 1992

Falcon Engineering Company, Inc.
401 W. Sheridan, Suite 200W
Oklahoma City, OK 73102

Attn: Mr. John Barrios

Re: Termination of Tres Amigos Unit
Lea County, New Mexico

Dear Mr. Barrios:

The Bureau of Land Management has advised this office, by their letter of October 1, 1992, that the Tres Amigos Unit has been terminated effective June 25, 1992.

Please be advised that the Commissioner of Public Lands concurs with the Bureau of Land Management's decision and has this date also terminated the Tres Amigos Unit effective June 25, 1992.

Please advise all interested parties of this action.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando*
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
JB/FOP/pm

cc: Reader File
BLM-Roswell
OCD-Santa Fe
TRD-Santa Fe

Unit Name Tres Amigos Unit
Operator Heafitz Energy Management, Inc.
County Lea County, NM

Aug OCT -

DATE	OCC CASE NO.	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TER
APPROVED	OCC ORDER NO.	DATE	ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TER
October 27, 1989	Case No.: 9778	October 20, 1989	2560.00	640.00	1920.00	-0-	Modified	5/ So 1
	Order No.: R-9021							

UNIT AREA

T-26-S, R-35-E

Section 9: S/2
Section 15: W/2
Section 16: A11
Section 21: A11
Section 22: A11

All State Lands are Committed to the Unit Agreement
192021

TERMINATED
EFFECTIVE DATE JUN 20 1992
APPROVAL DATE OCT 08 1992

Unit Name Tres Amigos Unit
 Operator Heafitz Energy Management, Inc
 County Lea County, NM

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED DATE	ACRES	ACREAGE NOT RATIFIED	LESSEE
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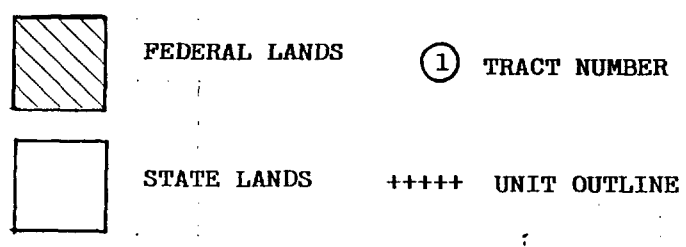
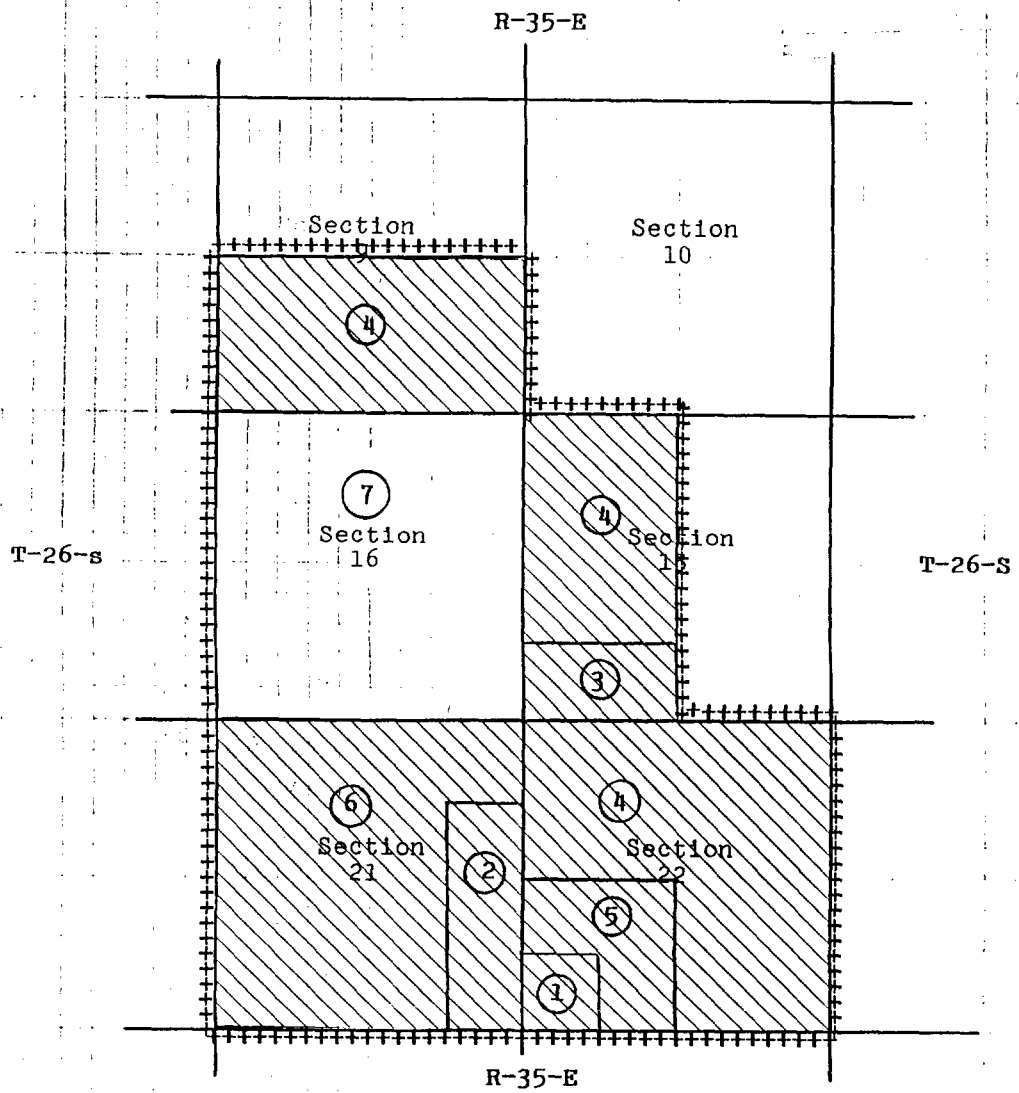
7	V-1307-3	C.S.	16	26S	35 E	A11	10/7/89	640.00		Heafitz Energy Management,
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TERMINATED
 EFFECTIVE DATE JUN 20 1992
 APPROVAL DATE OCT 08 1992

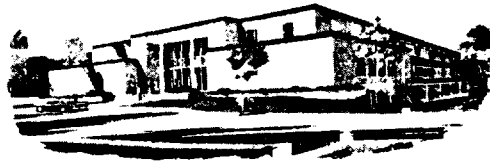
Post on Computer

Exhibit "A"
Tres Amigos Unit
Lea County, New Mexico

TERMINATED
EFFECTIVE DATE JUN 25 1992
APPROVAL DATE OCT 08 1992



State of New Mexico



W.R. HUMPHRIES
COMMISSIONER

Commissioner of Public Lands

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

October 27, 1989

Mr. L. Edward Innerarity, Jr.
for Heafitz Energy Management, Inc.
P.O. Box 2113
Midland, Texas 79702

9778

RE: Approval of Tres Amigos Unit
Lea County, New Mexico

Gentlemen:

Please be advised that the Commissioner of Public Lands has this date granted final approval to the Tres Amigos Unit Agreement, Lea County, New Mexico. It is our understanding that tract 3 is not committed at this time.

Our approval is subject to like approval by the New Mexico Oil Conservation Division and the Bureau of Land Management. Enclosed are five (5) Certificates of Approval. The effective date of the Tres Amigos Unit is October 20, 1989.

Your filing fee in the amount of one hundred fifty dollars (\$150.00) was received.

If we may be of further help, please do not hesitate to call on us.

Very truly yours,

W.R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

BY:

Floyd O. Prando
FLOYD O. PRANDO, Director
Oil and Gas Division
(505) 827-5749

WRH/FOP/SMH
enclosures
cc: OCD - Santa Fe, New Mexico
BLM - Roswell, New Mexico

Unit Name Tres Amigos Unit
Operator Heafitz Energy Management, Inc.
County Lea County, NM

DATE	OCC CASE NO.	EFFECTIVE	TOTAL	STATE	FEDERAL	IN
APPROVED	OCC ORDER NO.	DATE	ACREAGE			

October 27, 1989	Case No.: 9778	October 20, 1989	2560.00	640.00	1920.00	-C
	Order No.: R-9021					

UNIT AREA

T-26-S, R-35-E

Section 9: S/2
Section 15: W/2
Section 16: A11
Section 21: A11
Section 22: A11

All State Lands are Committed to the Unit Agreement
100001

Unit Name Tres Amigos Unit
Operator Heafitz Energy Management, Inc
County Lea County, NM

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED DATE	ACRES	ACREAGE NOT RATIFIED	LESSEE
7	V-1307-3	C.S.	16	26S	35 E	A11	12/7/89	640.00	-	Heafitz Energy Management,



ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

GARREY CARRUTHERS
 GOVERNOR

October 19, 1989

POST OFFICE BOX 2088
STATE LAND OFFICE BUILDING
SANTA FE, NEW MEXICO 87504
(505) 827-5800

Mr. W. Perry Pearce
Montgomery & Andrews
Attorneys at Law
Post Office Box 2307
Santa Fe, New Mexico 87504-2307

Re: CASE NO. 9778
ORDER NO. ~~R-9021~~

Applicant:
Heafitz Energy Management,
Inc.

Dear Sir:

Enclosed herewith are two copies of the above-referenced Division order recently entered in the subject case.

Sincerely,

Florene Davidson

FLORENE DAVIDSON
OC Staff Specialist

Copy of order also sent to:

Hobbs OCD	<u>x</u>
Artesia OCD	<u>x</u>
Aztec OCD	

Other _____

State of New Mexico



W.R. HUMPHRIES
COMMISSIONER



Commissioner of Public Lands

October 16, 1989

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

Mr. Ed Innerarity, Jr.
P.O. Box 2113
Midland, TX 79702

FOR: Heafitz Energy Management, Inc.

RE: Proposed Tres Amigos Unit
Lea County, New Mexico

Gentlemen:

This office has reviewed the unexecuted copy of the unit agreement submitted for the proposed Tres Amigos Unit Area, Lea County, New Mexico. This agreement meets the general requirements of the Commissioner of Public Lands who has this date granted you preliminary approval as to form and content.

Preliminary approval shall not be construed to mean final approval of this agreement in any way and will not extend any short term leases until final approval and an effective date have been given.

When submitting your agreement for final approval, please include the following items:

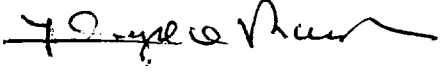
1. Application for final approval by the Commissioner setting forth the tracts that have been committed and those that are not committed.
2. All ratifications from the Lessees of Record and Working Interest Owners. All signatures should be acknowledged by a notary and one set must contain original signatures.
3. Order of the New Mexico Oil Conservation Division. Our approval will be contingent upon subsequent favorable approval by the New Mexico Oil Conservation Division and the BLM.

4. The filing fee. The filing fee for a Unit Agreement is thirty dollars (\$30.00) for every section or partial section thereof. Please submit a filing fee in the amount of one hundred fifty dollars (\$150.00).
5. An original and one copy of both the Unit Agreement and the Unit Operating Agreement for our files. Again, the original set must contain original signatures.

If we may be of further help, please do not hesitate to call Susan Howarth at (505) 827-5791.

Very truly yours,

W.R. HUMPHRIES
COMMISSIONER OF PUBLIC LANDS

BY: 
FLOYD Q. PRANDO, Director
Oil and Gas Division
(505) 827-5744

WHR/FOF/SMH

EXHIBIT "B"

RECEIVED

OCT - 3 1989
OIL CONSERVATION DIV.
SANTA FE

owing all Lands and Leases within the Tres Amigos Unit in Lea County, New Mexico
All lands described below are in T-26-S, R-35-E

Your revised and
corrected copy of
the Exhibit "B"

Acres	Lease # Exp Date	Royalty and %	Lessee of Record	Overriding Royalty and percentage	Working Int and %
40	NM 63385 11-1-90	1/8th	Pogo Producing Co.	none	100%
120	NM 68827 9-1-92	1/8th	Heafitz Energy Management, Inc.	3.50% ORI	100%
80	NM 70356 3-1-93	1/8th	Yates Petroleum Corp. Yates Drilling Company Mycro Industries, Inc. Abo Petroleum Corp.	none none none none	40% 20% 20% 20%
1040	NM 77107 10-1-93	1/8th	Heritage Resources, Inc.		100%
120	NM 82954 10-1-94	1/8th	Heafitz Energy Management, Inc.	none	100%
520	NM0448921A HBP	1/8th	Heafitz Energy Management, Inc.	5.00% ORI	100%
Six (6) Federal tracts totalling 1,920 acres or 75% of the unit.					
640	V 1307 12-1-89	1/6th	Heafitz Energy Management, Inc.	3.333% ORI	100%
One (1) State tract with a total of 640 acres or 25% of the unit					

Total acres in the unit 2,560: 75% Federal tracts, 25% State tracts

Revised pages
for Tres Amigos
unit per
10-11-69
Phone conversation

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the AO, the Land Commissioner and the Division, evidence of mailing of the Notice of Expansion or Contraction and a copy of any objections thereto which have been filed with Unit Operator, together with an application in triplicate, for approval of such expansion or contraction and with appropriate joinders.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the AO, the Land Commissioner and the Division, become effective as of the date prescribed in the notice thereof or such other appropriate date.

(e) Notwithstanding any prior elimination under the "Drilling to Discovery" section, all legal subdivisions of lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent; in instances of irregular surveys, unusually large lots or tracts shall be considered in multiples of 40 acres or the nearest aliquot equivalent thereof), no parts of which are entitled to be in a participating area on or before the fifth anniversary of the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of said fifth anniversary, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless diligent drilling operations are in progress on unitized lands not entitled to participation on said fifth anniversary, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than ninety (90) days' time elapsing between the completion of one such well and the commencement of the next such well. All legal subdivisions of lands not entitled to be in a participating area within ten (10) years after the effective date of the first initial participating area approved under this agreement shall be automatically eliminated from this agreement as of said tenth anniversary. The Unit Operator shall, within ninety (90) days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the AO and Land Commissioner and promptly notify all parties in interest. All lands reasonably proved productive of unitized substances in paying quantities by diligent drilling operations after the aforesaid 5-year period shall become participating in the same manner as during said first 5-year period. However, when such diligent drilling operations cease, all non-participating lands not then entitled to be in a participating area shall be automatically eliminated effective as of the 91st day thereafter.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this Subsection 2(e) shall not be considered automatic commitment or recommitment of such lands. If conditions warrant extension of the 10-year period specified in this subsection, a single extension of not to exceed two (2) years may be accomplished by consent of the owners of 90% of the working interests in the current non-participating unitized lands and the owners of 60% of the basic royalty interests (exclusive of the basic royalty interests of the United States) in non-participating unitized lands with approval of the AO and the Land Commissioner provided such extension application is submitted not later than sixty (60) days prior to the expiration of said 10-year period.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land now or hereafter committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement". All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

4. UNIT OPERATOR. Heafitz Energy Management, Inc. is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest only when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and

(e) Any Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production of unitized substances in paying quantities is established in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for two years, and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act, as amended.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Section 17(j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960, (74 Stat. 781-784) (30 U.S.C. 226(j)): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization. Provided, however that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof, but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(h) In the event the Initial Test Well is commenced prior to the expiration date of the shortest term State Lease within the Unit Area, any lease embracing lands of the State of New Mexico which is made the subject to this agreement, shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

(i) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto, shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as the effective date hereof; contrary any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if oil or gas is discovered and is capable of being produced in paying quantities from some part of the lands embraced in such lease at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease, the same as to all lands embraced therein, shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of oil or gas; said lease shall continue in full force and effect as to all the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or lease subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the AO and the Land Commissioner or their duly authorized representative and shall automatically terminate five (5) years from said

EXHIBIT "B"

Schedule showing all Lands and Leases within the Tres Amigos Unit in Lea County, New Mexico
All lands described below are in T-26-S, R-35-E

Tract	Description of Land	Acres	Lease # Exp Date	Royalty and %	Lessee of Record	Overriding Royalty and percentage	Working Int and %
1*	SW4 SW4 Section 22	40	NM 63385 11-1-90	1/8th	Heafitz Energy Management, Inc.	12.5% ORI	100%
2	E2 SE4, SE4 NE4 Section 21	120	NM 68827 9-1-92	1/8th	Heafitz Energy Management, Inc.	3.50% ORI	100%
3	S2 SW4 Section 15	80	NM 70356 3-1-93	1/8th	Yates Petroleum Corp. Yates Drilling Company Mycro Industries, Inc. Abo Petroleum Corp.	none none none none	40% 20% 20% 20%
4*	S2 Section 9, NW4 N2 SW4 Section 15, N2, SE4 Section 22	1040	NM 77107 10-1-93	1/8th	Heafitz Energy Management, Inc.	2.00% ORI	100%
5	N2 SW4, SE4 SW4 Section 22	120	NM 82954 10-1-94	1/8th	Heafitz Energy Management, Inc.	none	100%
6	W2, W2 E2, NE4 NE4 Section 21	520	NM0448921A HBP	1/8th	Heafitz Energy Management, Inc.	5.00% ORI	100%
Six (6) Federal tracts totaling 1,920 acres or 75% of the unit.							
7	Section 16	640	V 1307 12-1-89	1/6th	Heafitz Energy Management, Inc.	3.333% ORI	100%
One (1) State tract with a total of 640 acres or 25% of the unit							

Total acres in the unit 2,560: 75% Federal tracts, 25% State tracts

*Reflects effects of attached assignment pending approval of BLM

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

NM-63385

Lease Effective Date
(Anniversary Date)

November 1, 1985

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Heafitz Energy Management, Inc.
Street 654 Madison Avenue, Suite 1607
City, State, ZIP Code New York, New York 10021

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d		
T-26-S, R-35-E, NMPM, Lea County, New Mexico Section 22: SW/4SW/4 containing 40.00 acres, more or less	100.00%	100.00%	-0-	12.50%*	-0-

*See attached Exhibit "A" for terms relating to the reserved overriding royalty interest.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

by _____
(Authorized Officer)

(Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

- Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
- Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
- In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
- If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.

- If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
- The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
- Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
- Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
- Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 11th day of October, 1989, by Jerry A. Cooper, Attorney-in-Fact on behalf of Pogo Producing Company, a Delaware corporation, on behalf of said corporation.



Betty J. Thompson
Notary Public

My commission expires:
4-30-93

STATE OF NEW YORK §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by _____, _____ of Heafitz Energy Management, Inc., a New York corporation, on behalf of said corporation.

Notary Public

My commission expires:

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF "ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES" DATED OCTOBER 11, 1989 FOR UNITED STATES OIL AND GAS LEASE SERIAL NO. NM 63385 FROM POGO PRODUCING COMPANY, AS ASSIGNOR, TO HEAFITZ ENERGY MANAGEMENT, INC., AS ASSIGNEE.

In addition to the terms and conditions contained in Bureau of Land Management Form 3000-3 to which this Exhibit is attached, this Assignment is made subject to the following provisions:

1. Assignee shall assume and pay all existing royalties, overriding royalties, production payments and any other burdens applicable to the interests being assigned herein. The overriding royalty interest reserved in this Assignment shall be computed and paid at the same time and in the same manner as royalty payable to the lessor under the pertinent lease is computed and paid, and shall be proportionately reduced if this Assignment grants to Assignee less than the entire leasehold estate in the lands covered hereby. Assignor shall bear its proportionate part of all taxes and assessments levied upon or measured by the production of oil or gas therefrom.

2. It is understood and agreed that Assignee shall assume all of the burdens and obligations of the leasehold interest being assigned hereby and shall comply with all of the expressed and implied covenants of such lease. In addition, Assignee agrees to comply with all applicable laws, rules and regulations.

3. As of the date of this Assignment, all subsequent rental, minimum royalty or other payments required to maintain this lease shall be the sole responsibility of Assignee.

4. This Assignment is made without warranty of title, express or implied. The terms hereof shall be covenants running with the ownership of said lease and the interest assigned hereby and shall bind and benefit the parties hereto and their respective successors and assigns.

SIGNED FOR IDENTIFICATION PURPOSES.

Assignor:

Pogo Producing Company

By:

Derry A. Cooper
Derry A. Cooper
Attorney-in-Fact

Assignee:

Heafitz Energy Management, Inc.

By:

Name:

Title:

FEDERAL
EXPRESS

USE THIS AIRBILL FOR DOMESTIC SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO.
QUESTIONS? CALL 800-238-5355 TOLL FREE.

AIRBILL
PACKAGE
TRACKING NUMBER

4736563845

4736563845

RECIPIENT'S COPY

Date 10-11-89		Your Phone Number (Very Important) ()		To (Recipient's Name) Please Print 2 Mike Stogner		Recipient's Phone Number (Very Important) 505, 827-5800	
Company L. EDWARD INNEPART		Department/Floor No.		Company Oil Conservation Com Division		Department/Floor No.	
Street Address 310 Old Santa Fe Trail Bldg		State TX		Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. * Zip Codes.) 310 Old Santa Fe Trail Bldg		State Land Of	
City MEDLAND		ZIP Required 74701		City Santa Fe		State New Mexico	
ZIP Required 87501							

BILLING REFERENCE INFORMATION (First 24 characters will appear on invoice.)

MENT 1 ☐ Bill Sender 2 ☐ Bill Recipient's FedEx Acct No 3 ☐ Bill 3rd Party FedEx Acct No 4 ☐ Bill Credit Card
☐ Cash

IF HOLD FOR PICK-UP, Print FEDEX Address Here

Street Address
City State ZIP Required

SERVICES (Check only one box)		DELIVERY AND SPECIAL HANDLING		PACKAGES	WEIGHT in Pounds Only	YOUR DECLARED VALUE	OVER SIZE	Emp. No.	Date	Federal Express Use
<input type="checkbox"/> Priority Overnight Service (Delivery by next business morning)	<input type="checkbox"/> Standard Overnight Service (Delivery by next business afternoon)	1 <input type="checkbox"/> HOLD FOR PICK-UP (Fill in Box H)						<input type="checkbox"/> Cash Received		Base Charges
<input type="checkbox"/> YOUR PACKAGING	51 <input type="checkbox"/>	2 <input type="checkbox"/> DELIVER WEEKDAY						<input type="checkbox"/> Return Shipment		Declared Value Charge
<input type="checkbox"/> FEDEX LETTER *	56 <input type="checkbox"/>	3 <input type="checkbox"/> DELIVER SATURDAY (Extra charge)						<input type="checkbox"/> Third Party <input type="checkbox"/> Chg. To Del. <input type="checkbox"/> Chg. To Hold		Other 1
<input type="checkbox"/> FEDEX PAK *	52 <input type="checkbox"/>	4 <input type="checkbox"/> DANGEROUS GOODS (Extra charge)						Street Address		Other 2
<input type="checkbox"/> FEDEX BOX	53 <input type="checkbox"/>	5 <input type="checkbox"/> CONSTANT SURVEILLANCE SVC. (CSSS) (Extra charge) (Release Signature Not Applicable)						City State Zip		Total Charges
<input type="checkbox"/> FEDEX TUBE	54 <input type="checkbox"/>	6 <input type="checkbox"/> DRY ICE Lbs.						Received By:		
		7 <input type="checkbox"/> OTHER SPECIAL SERVICE						Date/Time Received FedEx Employee Number		
		8 <input type="checkbox"/>								
		9 <input type="checkbox"/> SATURDAY PICK-UP (Extra charge)								
		10 <input type="checkbox"/>								
		11 <input type="checkbox"/>								
		12 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) (Extra charge)								

5 Release Signature: _____ Date/Time _____

014

REVISION DATE 8/89
PART #119501 EXEM 7/89
FORMAT #014

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