Exhibits 1 through 8 Complete Set

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Santa Fe Energy Operating Partners, L.P.

Santa Fe Pacific Exploration Company Managing General Partner

CERTIFIED MAIL - RETURN RECEIPT

February 25, 1993

TO: WI Owners

(See Attached List)

Re: SFEOP Cont. #NM-4598

Sinagua "18" Fed. #1 Well 2130' FEL & 660' FNL Sec. 18, T-20-S, R-34-E Lea County, New Mexico Quail Ridge Prospect

Gentlemen:

Santa Fe Energy Operating Partners, L.P. proposes drilling the captioned well to test the Morrow Sand at approximately 13,700' at a legal location of 2130' FEL & 660' FNL Section 18, T-20-S, R-34-E, Lea County, New Mexico. Attached is a Well Cost Estimate for your review and approval, along with an Operating Agreement covering the drillsite tract, being the N/2 of Section 18, along with other lands covering portions of Sections 17, 18, 19 & 20, T-20-S, R-34-E, Lea County, New Mexico. If you elect to participate, please execute the Well Cost Estimate and the attached Operating Agreement and indicate your approval in the space provided on Page 2 and return the letter, well cost estimate and operating agreement to the undersigned. If you do not wish to participate, Santa Fe Energy Operating Partners, L.P. hereby formally requests a farmout under the following terms:

- 1. Within 180 days from execution of Farmout Agreement Santa Fe shall spud a well at a legal location of its choice and drill same to a depth sufficient to adequately test the Morrow Formation at an approximate depth of 13,700'.
- 2. Upon completion of such test well as a producer, Santa Fe shall earn all of farmoutor's leasehold rights from the surface to 100' below the base of the deepest producing formation, delivering a 75% NRI before payout.
- 3. Santa Fe shall continuously develop the farmout acreage under a 120 day continuous development obligation.

OIL CONSERVATION DIVISION	
EXHIBIT 2	• • • •
CASE NO. 10694	

MELLI MEVICO

Permian Basin District 550 W. Texas, Suite 1330 Midland, Texas 79701 915/687-3551

Page 2 WI Owners February 25, 1993 If you have any questions or comments, please call me at (915) 686-6631.

Yours very truly,

SANTA FE ENERGY OPERATING PARTNERS, L.P. By: Santa Fe Pacific Exploration Company Managing General Partner

CDS/e Encls	
cc:	Gary Green (Div. Land Mgr.) Gene Davis (Div. Geologist)
	I/we do elect to participate in the drilling of the Sinagua "18" Fed. #1 Well
	I/we do not elect to participate in the drilling of the Sinagua "18" Fed. #1 Well but
	I/we do elect to farmout under the above described farmout terms.
Турес	Name of Person or Company
Ву:	
Title:	

Date:___

WI OWNERS LIST

Sinagua "18" Fed #1 Well

- Santa Fe Energy Operating Partners, L.P.
 550 West Texas, Suite 1330 Midland, Texas 79701 ATTN: Mr. Gary V. Green
- Barbara Fasken
 303 West Wall
 Suite 1900
 Midland, Texas 79701
 ATTN: Ms. Sally Kvasnicka
- J. Cleo Thompson & James C. Thompson, Jr.
 325 North St. Paul, Suite 4500
 Dalias, Texas 75201-3993
 ATTN: Mr. James C. Thompson, Jr.
- Mizel Resources, a Trust
 5801 East 41st Street
 Suite 104
 Tulsa, Oklahoma 74135
 ATTN: Mr. Morris Mizel, Trustee
- Mr. Larry A. Mizel
 3600 South Yosemite
 Denver, Colorado 80237
 ATTN: Mr. Charles Hauber
- 6. PetroQuest Exploration
 P.O. Box 10016
 Midland, Texas 79702
 ATTN: Mr. Mark W. Hoffman
- 7. Doyle Hartman

 500 North Main

 Midland, Texas 79702
- 8. James A. Davidson
 214 West Texas, Suite 710

 Midland, Texas 79701

 Force Pool Sieen Fair lee's

ILLEGIBLE

9. James E. Burr et ux
Laveta Burr
P.O. Box 50233
Midland, Texas 79710-0233

520-500 Will 20

- 10. Ruth Sutton
 2826 Moss
 Midland, Texas 79705
- ance Pool Sizer Contract
- 11. Larry Nermyr
 HC57
 Box 4106
 Sydney, Montana 59270
- Face: Foot Green Card rec'd
- John H. Hendricks Corp.223 West Wall, Suite 525Midland, Texas 79701-4519
- Force Pool : Green Cand recid
- Michael L. Klein et ux Jeanne Klein One First City Center #1230 Midland, Texas 79701
- yes gij. ed jeë jon
- 14. Ronnie H. Westbrook et ux Karen Westbrook 2809 Haynes Midland, Texas 79705

care Foot - Green Cart rec'd

ILLEGIBLE

SINAGUA

SANTA FE ENERGY RESOURCES, INC.

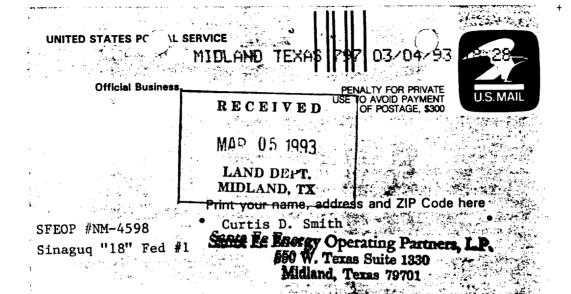
GENERALIZED WELL COST ESTIMATE

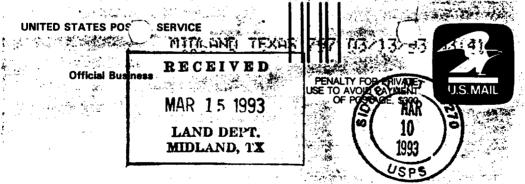
NAME: Sinagua "18" Federal No.1

LOC: 2130' FEL & 660' FNI., Sec. 18-20S-34F, Lea County, New Mexico

DESC: Drill and Complete A 13,700 Morrow Gas Well

CCOUNT	DESCRIPTION OF COSTS		DRY HOLE	PRODUCER
1 000	TANGIBLE WELL COSTS			
01-000 . -41	TANGIBLE WELL COSTS CONDUCTOR CSG	<u> </u>	4,000	4.00
-41	SURFACE CSG	13 3/8" 48.0 ppf H40 @ 450'	10.350	4.00
-41	PROTECTION CSG	10 3/8 48.0 ppr11-40 @ 400	10,330	10,35
-41	INTERMEDIATE CSG	8 5/8" 32.0 ppf K55 @5200"	62,400	62,40
-41	PROD CSG	5-1/2" 17.0 ppf N-80&S-95 @ 13,700"	32,400	118,45
-41	PROD LINER	5 1/2 17:0 PE/14 GOAG 55 @ 10,700		110,40
-42	TUBING	2-3/8" 4.7 ppf N-80 8-rd EUE		47.95
-43	WELLHEAD		3,000	16,00
-44	PMPG UNIT			
-45	PRIME MOVER			
-50	OTHER DWN HOLE EQUIP			8.00
-50	RODS			
-50	SUBSURFACE PMPS			
-55	CSG EQUIP		1,000	4.00
-55	ELECTRICAL			
-5 5	MISC. TANGIBLES	- <u> </u>		1.00
-55	ROD EQUIP			
-55	TUBING EQUIP			1,00
·	TOTAL TANGIBLE COSTS	`	80,750	271,15
			30,733	
541-000	LEASE FACILITY COSTS			
-50	FLOW LINES			5,00
-50	LABOR			10.00
-50	OTHER PROD EQUIP	Separator, GPU, & Dehydration Unit		30,00
-50	TANK FACILITIES			15,00
	TOTAL LEASE FACILITY COSTS		0	60,00
	101/12/2010/21/10/21/10			
511-000	INTANGIBLE WELL COSTS			
-21	LOCATION		20,000	20,00
-22	FENCING		1,000	2,00
	WTR & FUEL FOR RIG		20,000	20,00
-31l	CONTRACTOR MOVING EXP		20,000	20,5
-32	CONT FOOTAGE OR TURNKEY	\$20/ft X 13,700'	274,000	274,00
	CONTRACTOR DAY WORK	4/6 X \$5000/day	20,000	30,00
-33	DRLG FLUID & ADDITIVES	4/0 X 4000/day	50,000	50,00
-34	BITS & REAMERS		30.000	30.00
-36	CORING & CORE ANALYSES	Rotary Sidewall Cores (25 + analysis)	14,000	14.00
-37	CEMENT	Fibility Olderfall Cores (20 + drialysis)	30,000	55.00
	INSPECTION & TSTG OF TANG		5,000	20.00
-3a -41	DIRECTIONAL DRLG SURVEYS		3,000	20,0
-42	DRILLING EQUIP RENTAL		15,000	15,00
	OPEN HOLE LOGGING	CNL/LDT/DLL/MSFL/SONIC	35,000	35,0
-43		CADEDIADEMSFD3OAIC	5,000	
-44	DRILL STEM TSTG	oo daa Yeanad	12,000	12,00
-45	MUD LOGGING	30 days X \$400/d		12,00
	TRANSPORTATION	- Land -	5,000	15,00
-52	COMPLETION UNIT	\$1200/day X 8 day		9,6
-53	COMPLETION TOOL RENTAL			8,00
-54	CASED HOLE LOGS & PERFING			9.00
-55	STIMULATION		10.000	12.0
-58	RIG SITE SUPERVISION		18,800	22.80
-72	ADMINISTRATIVE OVERHEAD		6,000	15,00
- 99	FSHG TOOLS & EXPENSES		i-	
-99	TESTING: BHP,GOR,4 PT.POT		0.400	9,4
	ABANDONMENT COST	_	9,438	
	OTHER INTANGIBLES			
0 !	CONTINGENCY (5%)		27,012	32,9
	TOTAL INTANGIBLES		567,250	692,8
	TOTAL COSTS	<u> </u>	648,000	1,024,00
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SFER Approv	9	Afflin	Date:	7/





Print your name, address and ZIP Code here

• SFEOP #NM-4598

Sinagua "18" Fed #1

Curtis D. Smith

Santa Fe Energy Operating Partners, L.P.

550 W. Texas Suite 1330 Midland, Texas 79701

DOYLE HARTMAN 500 NORTH MAIN MIDLAND TEXAS 79702 Ex 7. Da 3	Consult postmaster for fee. ticle Number 122 148 839 price Type
DOYLE HARTMAN 500 NORTH MAIN MIDLAND TEXAS 79702 Ex 7. Da 3-	22 148 839 5
500 NORTH MAIN MIDLAND TEXAS 79702 □ Ex 7. Da 3	ervice Type
MIDLAND TEXAS 79702 □ Ex 7. Da 3	
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6. Signature (Agent)	F

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3. Signatu	ure (Agent)				4.		

NEW MEXICO OIL CONSERVATION DIVISION

SINAGUA	SANT	A FE ENERGY RESOURCE	S, INC.		7	
NIAME.	Cincome #10# Fordered No. 1	GENERALIZED WELL COST ESTIMATE			_EXHIBIT_3	
	Sinagua "18" Federal No.1	10 200 240 to Co. A. M. M. M.				
	Drill and Complete A 13,700	18-20S-34E, Lea County, New Mexico	CA	SE NO	10694	
DESC.	Ditti and Complete A 15,700	Moriow G28 wen	C.	10L 110		
ACCOUNT	DESCRIPTION OF COSTS		DRY HOLE	PRODUCER		
501 - 000	TANGIBLE WELL COSTS					
	CONDUCTOR CSG		4,000	4,000		
	SURFACE CSG	13 3/8" 48.0 ppf H-40 @ 450'	10,350	10,350		
-41	PROTECTION CSG INTERMEDIATE CSG	8 5/8" 32.0 ppf K-55 @5200"	62,400	62,400		
-41	PROD CSG	5-1/2" 17.0 ppf N-80&S-95 @ 13,700"		118,450		
	PROD LINER	0.000				
-42 -43	TUBING	2-3/8" 4.7 ppf N-80 8-rd EUE	3,000	47,950 16,000		
_~	PMPG UNIT		+			
	PRIME MOVER					
	OTHER DWN HOLE EQUIP		-, 	8,000		
	SUBSURFACE PMPS					
-55	CSG EQUIP		1,000	4,000		
55 5 5	ELECTRICAL MISC. TANGIBLES		 	1,000		
-55	ROD EQUIP			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
-55	TUBING EQUIP			1,000		
	TOTAL TANGIBLE COSTS		80,750	271,150		
541-000	LEASE FACILITY COSTS					
	FLOW LINES			5,000		
	OTHER PROD EQUIP	Separator, GPU, & Dehydration Unit	 	10,000 30,000		
	TANK FACILITIES	Separator, dr.O., d. Serry Grandy, Orin		15,000		
	TOTAL LEASE FACILITY COSTS		0	60,000		
511-000	INTANGIBLE WELL COSTS	+	++			
	LOCATION		20.000	20,000		
	FENCING		1,000	2,000		
	ONTRACTOR MOVING EXP		20,000	20,000		
	CONT FOOTAGE OR TURNKEY	\$20/ft X 13,700'	274,000	274,000		
- 32	 	4/6 X \$5000/day	20,000	30,000		
	DRLG FLUID & ADDITIVES I BITS & REAMERS		50.000	50,000		
	CORING & CORE ANALYSES	Rotary Sidewall Cores (25 + analysis)	14,000	14,000		
-37	CEMENT		30,000	55,000		
-39	INSPECTION & TSTG OF TANG		5.000	20,000		
	DRILLING EQUIP RENTAL		15.000	15,000		
	OPEN HOLE LOGGING	CNL/LDT/DLL/MSFL/SONIC	35,000	35,000		
~44	·	30 days X \$400/d	5.000 12,000	12,000		
	MUD LOGGING TRANSPORTATION	30 days X \$400/d	5,000	15,000		
- 52	COMPLETION UNIT	\$1200/day X 8 day		9,600		
-53	COMPLETION TOOL RENTAL			8,000		
~54 ~55	+		++	12,000		
	RIG SITE SUPERVISION		18,800	22,800		
-72	ADMINISTRATIVE OVERHEAD		6,000	15,000		
-99	FSHG TOOLS & EXPENSES TESTING: BHP,GOR,4 PT.POT			9,457		
	ABANDONMENT COST		9,438			
	OTHER INTANGIBLES					
0 !	CONTINGENCY (5%) TOTAL INTANGIBLES		27,012 5 67,25 0	32,993 692,850		
	TOTAL COSTS		648,000	1,024,000		
	D O D. 1		2/11/0	7		
Drilling Dept:	- and row		Date: 2//6/9			
Operations (Dept Illichael & Br	nto	Date: 2/17/9_	7		
-		Afleni	- 12 h	é >		
SFER Appro	val By: //on 2	XI To follow	Date: 2////2	<u> </u>		

Non Operator Approval By:___

COPAS Accounting Procedure Wage Index Adjustment for 1992

has competed for COPAS the percentage Wage Index Effective Adjustment Adjustment to be an increase of 1.5 percent. This adjust-April 1 ment applies to the Administration Overhead and/or 1963 +1.6% combined fixed rates as of April 1, 1992, based on the +3.9% 1964 index of average weekly carnings of crude petroleum and 1965 + .8% gas production workers as published by the United States 1966 +2.2% Department of Labor, Bureau of Labor Statistics. These 1967 +3.6% adjustments are provided for in the COPAS Accounting 196X 15.1% Procedures dated 1962, 1968, 1974 and 1984, and the 1969 14.9% Offshore Accounting Procedures of 1976 and 1986. 1970 +7.0% 1971 +5.9% The computation is as follows: 1972 .. +8.9% 1991 \$704.74 1973 +7.5% Average Earnings 1974 +5.2% 1990 Average Earnings \$694.22 1975 +16.7% \$10.52 1976 +10.3% Increase 1977 +10.5% \$10.52 + \$694.22 = 1.5%1978 +10.3% 1979 +11.0% Effective with April 1992 business, increase 1991 rates 1980 +9.3% by multiplying current rates by 101.5%. 1981 +9.3%

1982

1983

1984

1985

1987

1988

1989

1990

1991

1992

··· 1986

NEW MEXICO
OIL CONSERVATION DIVISION
4
EXHIBIT 7
101616

CASE NO.

/0077

The Petroleum Accountants Society of Oklahoma-Tulsa

Audit Per Diem Rate Adjustment Continues on Next Page

+13.0%

+9.9%

+5.9%

+2.7%

+4.4%

+4.5%

-1.4%

+3.3%

+8.1%

+7.2%

+1.5%

Following are the past year's adjustments:

COPAS Employee Benefits Survey

The 1992 Employee Benefits Limitation Survey was mailed on May 11, 1992, to all COPAS member companies and responses are due by June 15, 1992.

The results of this survey will directly determine the COPAS Employee Benefits Percentage for 1993 and we strongly encourage your company to participate. Please contact Debbie Theotokatos at (303) 893-1666 if you have any questions.

601, BOX 800 TULSA ON 74101

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	ACCOUNTING PROCEDURE					
	JOINT OPERATIONS					
	I. GENERAL PROVISIONS					
1.	Definitions					
	"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure					
	is attached. "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 professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions.					
	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 Man most recently recommended by the Council of Petroleum Accountants Societies.					
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					
	A. 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.					
	B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at					
	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.					
4.	Adjustments					
	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					

EXHIBIT

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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.

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.

. 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, nospitalization, 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 previously agreed to by the Parties.

8. Equipment and Facilities Furnished By Operator

- 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.

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 services 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 of every 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

ii.

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 selfinsurance program and in that event, Operator snail include a charge at Operator's cost not to exceed manual rates.

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

Overhead - Drilling and Producing Operations 1.

Drilling Well Rate \$ _

Producing Well Rate \$ _

(a) Drilling Well Rate

(Prorated for less than a full month)

the drilling rig. c

Application of Overhead - Fixed Rate Basis shall be as follows:

i.	As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:
	() 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, 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:
	() shall be covered by the overhead rates, or() 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() 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:

- 4 -

Charges for drilling wells shall begin on the date the well is spudded and terminate on the date

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

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- 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)	Development
	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

(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

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			Societies	
		A second to the standard for the second for the sec		001111
1 2		Account for overhead based on the following rates for any Major Construction project in exce	ess of \$	- :
3		A% of first \$100,000 or total cost if less, plus		
4 5		B % of costs in excess of \$100,000 but less than \$1,000,000, plus		
6 7		C% of costs in excess of \$1,000,000.		
8 9 10 11 12		Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the project shall not be treated separately and the cost of drilling and workover wells and are excluded.	•	
13	3.	Catastrophe Overhead		
15 16 17 18 19		To compensate Operator for overhead costs incurred in the event of expenditures resulting to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed necessary to restore the Joint Property to the equivalent condition that existed price expenditures. Operator shall either negotiate a rate prior to charging the Joint Account or for overhead based on the following rates:	to by the Parties, whor to the event caus	ich are ing the
21		A% of total costs through \$100,000; plus		
22		B,% of total costs in excess of \$100,000 but less than \$1,000,000; plus		
24 25		C % of total costs in excess of \$1,000,000.		
26 27 28 29		Expenditures subject to the overheads above will not be reduced by insurance recove provisions of this Section III shall apply.	eries. and no other o	verh e ad
30	4.	Amendment of Rates		
31 32 33 34		The overhead rates provided for in this Section III may be amended from time to time between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.		reement
35 36		IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND	DISPOSITIONS	
37 38 39 40 41 42 43 44	mov Ope surr outs A or	erator is responsible for Joint Account Material and shall make proper and timely charge venents affecting the Joint Property. Operator shall provide all Material for use on the trator's option, such Material may be supplied by the Non-Operator. Operator shall make tiplus Material, such disposal being made either through sale to Operator or Non-Operators. Operator may purchase, but shall be under no obligation to purchase, interest of Non-r B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be under no obligation to purchase.	e Joint Property; how mely disposition of idl r, division in kind, or Operators in surplus of	vever, at e and/or sale to condition
45	1	Princhases		

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.

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 cash discounts:

New Material (Condition A)

- (1) Tubular Goods Other than Line Pipe
 - 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 easing 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

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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, (.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 44 inch and over) less than 30,000 pounds shall be priced at Eastern mill published carioad 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.
- (c) Line pipe 24 inch OD and over and 4 inch wall and larger snall 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

Materiai, 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 SANTA FE ENERGY OPERATING PARTNERS, L.P. FOR COMPULSORY POOLING, LEA COUNTY, NEW MEXICO.

No. 10,694

AFFIDAVIT REGARDING NOTICE

STATE OF NEW MEXICO)	
)	SS
COUNTY OF SANTA FE)	

Curtis D. Smith, being duly sworn upon his oath, deposes and states:

- I am over the age of 18 and have personal knowledge of the matters stated herein.
 - I am the landman for Applicant.
- 3. Applicant has conducted a good faith, diligent effort to find the correct addresses of interest owners entitled to receive notice of the Application herein.
- Notice of the Application was provided to the 4. interest owners at their correct addresses by mailing them, by certified mail, a copy of the Application. Copies of the notice letters and certified return receipts are attached hereto.
- The notice provisions of Rule 1207 have been complied with.

SUBSCRIBED AND SWORN TO before me this 19th day of May, 1993, by Curtis D. Smith.

My Commission Expires:

NEW MEXICO OIL CONSERVATION DIVISION

EXHIBIT 5

CASE NO. 10694

Santa Fe Energy Operating Partners, L.P.

Santa Fe Pacific Exploration Company Managing General Partner

CERTIFIED MAIL - RETURN RECEIPT

April 29, 1993

TO: Lessees

(See Attached List)

Re: SFEOP Cont. #NM-4598

Sinagua "18" Fed Com #1 Well

N/2 Sec. 18 T-20-S, R-34-E

Lea County, New Mexico

Gentlemen:

Enclosed to each of you is an Application for compulsory pooling filed at the New Mexico Oil Conservation Division by Santa Fe Energy Operating Partners, L.P., regarding the N/2 of Section 18, Township 20 South, Range 34 East, N.M.P.M., Lea County, New Mexico. Santa Fe's records indicate that each of you owns an interest in the proposed well unit. This matter has been scheduled for hearing on Thursday, May 20, 1993 at 8:15 a.m. at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico. Failure to appear at that time will preclude you from contesting this matter at a later date.

Yours very truly,

SANTA FE ENERGY OPERATING PARTNERS, L.P.

By: Santa Fe Pacific Exploration Company
Managing General Partner

3y:__

Curtis D. Smith, Senior Landman

CDS/efw 1 Encl a/s

cc: Hinkle, Cox, Eaton

Coffield & Hensley P.O. Box 2068

Santa Fe, New Mexico 87504-2068

ATTN: Mr. Jim Bruce

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EWP820

Central Division 550 W. Texas, Suite 1330 Midland, Texas 79701 915/687-3551

LESSEES LIST

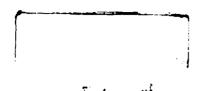
(Forced Pooling) Sinagua "18" Fed #1 Well

- 1. Doyle Hartman
 500 North Main
 Midland, Texas 79702
- James A. Davidson
 214 West Texas, Suite 710
 Midland, Texas 79701
- 3. James E. Burr et ux
 Laveta Burr
 P.O. Box 50233
 Midland, Texas 79710-0233
- 4. Larry NermyrHC57Box 4106Sydney, Montana 59270
- 5. Ronnie H. Westbrook et ux Karen Westbrook 2809 Haynes Midland, Texas 79705

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Santa Fe Energy -

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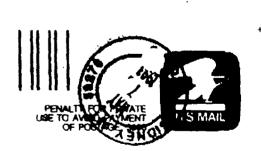
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SFEOP Code #Mrs 4598 Curtis mith

Sinagua "18" Fed # Santa Fe Energy Operating Partners, L.P. 550 W. Texas Suite 1330
Midland, Texas 79701

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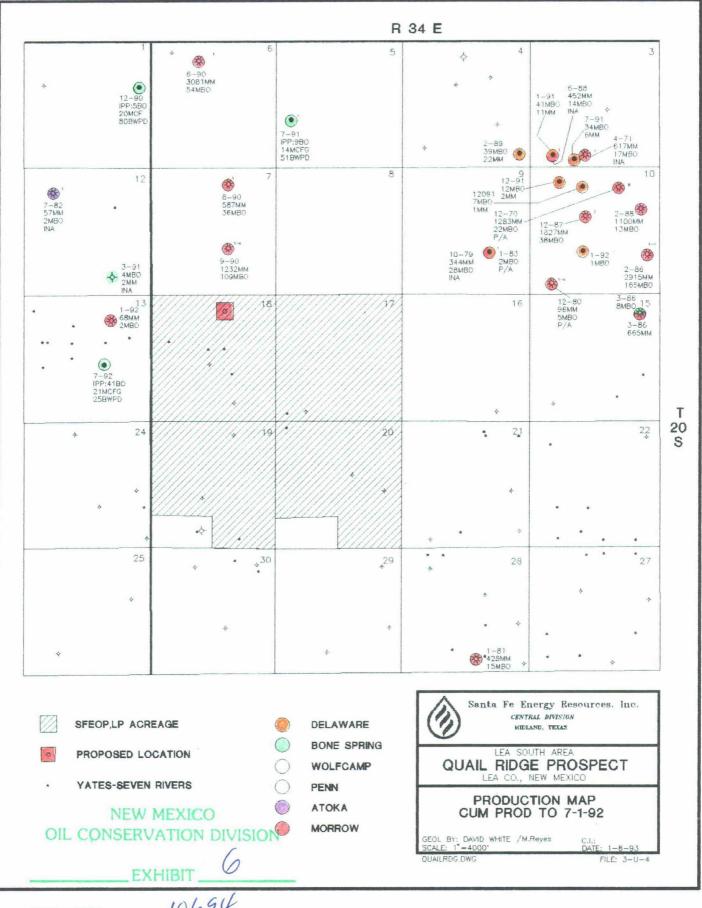
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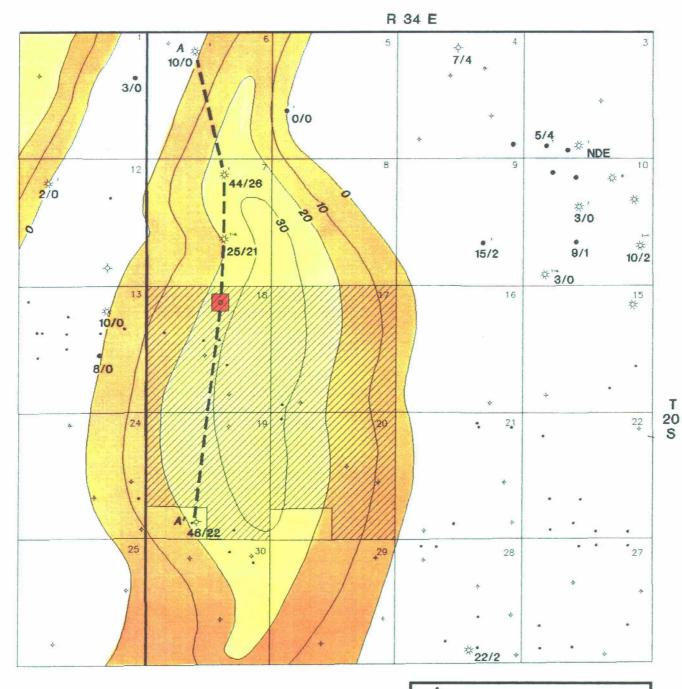
Sensu Fe Energy Operating Partners, L.P.
550 W. Texas Suite 1330
Midland, Texas 79701

H., H. I., L., HI., H. J., J., J. J., L. B., J. J. L. R., ... L. H.

المحيشيد.	SENDER: 10 * Complete Items / 1/or 2 for additional services. 2 * Print your name and address on the reverse of this for	I r' wish to receive follo y services (for er	
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	DOYLE HARTMAN	P 322 149 086	
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•	3	Registered Insured	
	MIDLAND TEXAS 79702	€ Certified ☐ COD	
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CASE NO. 10694





SFEOP, LP ACREAGE



PROPOSED LOCATION

YATES-SEVEN RIVERS

NEW MEXICO OIL CONSERVATION DIVISION

EXHIBIT



Santa Fe Energy Resources. Inc. CENTRAL DIVISION MIDLAND, TEXAS

LEA SOUTH AREA

QUAIL RIDGE PROSPECT

LEA CO., NEW MEXICO

LOWER MORROW NET POROSITY Ø 2 8%

GEOL BY: DAVID WHITE SCALE: 1"=4000"

CASE NO ._



