March 28, 1994



Texaco Exploration and Production Inc. P. O. Box 2100 Denver, Colorado 80201

Attn: David Sleeper

CM. CONGLANTARY AND AND Re: Farmout Request NW/4 NW/4, S/2 N

NW/4 NW/4, S/2 NW/4, SW/4 of Section 19, W/2 Section 30 NW/4, W/2 SW/4 Section 31, T-23-S, R-30-E, NMPM, Gold Rush Prospect (NM-241) Eddy County, New Mexico

Gentlemen:

This letter will serve as Maralo Inc.'s formal request for a farmout of Texaco's leasehold interest in the captioned acreage. The following terms and conditions are requested for a farmout:

- Maralo will drill or cause to be drilled a test well to adequately test the Morrow formation at a depth of approximately 14,800' on or before June 30, 1994 at a legal location in the SW/4 NE/4 of Section 30, T-23-S, R-30-E, NMPM, Eddy County, New Mexico. Said well's proration unit shall be a communitized N/2 of Section 30, which includes a portion of the captioned farmout lands.
- Upon establishment of commercial production from said 2. well, Maralo proposes to earn the following:
- One hundred percent (100%) of Texaco's leasehold interest in the NW/4 of said Section 30, and seventy-five percent (75%) of Texaco's leasehold interest in the remainder of the captioned acreage, with Texaco delivering Maralo an eighty percent (80%) Net Revenue Interest Lease.
- After payout of the costs of said well, Texaco shall have a one-time option to convert said reserved ORRI to a twenty-five percent (25%) working interest in said well and its proration unit, proportionately reduced.
- In the event the drilling of said well results in a dry hole, and no acreage is earned, Maralo will have the option to drill a similar test on the captioned farmout acreage, within one hundred eighty (180) days of the plugging of the initial well. If the drilling of said second well results in the establishment of commercial production, Maralo shall earn the same interest outlined above.

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- 4. All rights earned by Maralo shall be limited in depth from the surface down to one hundred feet (100') below the deepest perforation in said well made by Maralo.
- 5. In order for Maralo to maintain its earned acreage outside of the proration unit established for the initial test well, Maralo must commence a continuous development program which would allow no more than one hundred eighty (180) days to elapse between the completion or plugging of the previous well and the commencement of actual drilling operations on the next succeeding well.
- 6. There shall be no obligation upon Maralo to commence operations on said well pursuant to the terms of the formal agreement, and the only penalty for failure to commence said operations will be the forfeiture of all rights that might be earned by said operations.

We have also enclosed herein for Texaco's review and possible execution two copies of Maralo's AFE to drill the Gold Rush "30" Fed Com #1 well. If Texaco desires to participate in this well instead of farming out its interest as detailed herein, please execute said AFE at your earliest convenience.

Please advise as soon as possible if the foregoing terms meet with your approval and begin preparation of a formal agreement. Should you have any questions concerning this request, please feel free to contact the undersigned.

Yours very truly,

Mark Wheeler, CPL District Landman

Mark Whule

MW/pjd:NM-241(1)

xc: Joe Pulido
John Thoma

MARALO INC. AFE

WELL Gold Rush "30" Fed Com #1 PRO.DEPTH	14,800′ PROSPE	CT Gold Rush D	ATE 3/8 , 19 9
CO Eddy STATE NM LOCATION 1980' FN Morrow FIELD	IL & 1980 FEL, 5	ec 30,1-32-3,K-30-E AFE #	Fi
101104			
WELL COST			
INTANGIBLES	240-XXX CODE	COMPLETED	DRY HOLE
LOCATION, ROADWAY, DAMAGES	001	\$30,000	\$30,000
RIG MOBLIZATION	002		-0-
DRILLING: FTG <u>14,800'</u> @\$ <u>22.00</u> /FT	003	325,600	325,60 0
DAYWORK 6 DAYS 0\$ 4,700 /DAY	004	28,200	28,200
TURNKEY	018	-0-	
FUEL & WATER	005	25,000	<u>25,000</u>
MUD & CHEMICALS	006	40,000	40,000
CEMENT & CEMENTING SERVICES	007	75,000	65,000
FORMATION TESTING ELECTRICAL LOGGING + MUD LOGGING	800	7,500	7,500
PERFORATING & TREATING SERVICES	009 010	100,000 30,000	100,000
SPECIAL SERVICES, (INSPECTION, RENTAL)	010	40,000	<u>-0-</u>
WELL SERVICE UNIT	012	12,000	<u>35,000</u> -0-
SUPPLIES (BITS, REAMERS, ETC)	013	18,000	15,000
SUPERVISION	014	18,000	15,000
LABOR & TRUCKING	015	20,000	15,000
LEGAL	019	7,000	7,000
OVERHEAD	040	14,000	14,000
MISC AND 10 % CONTINGENCY	017	79,000	72,000
TOTAL WELL INTANGIBLES		\$ 869,300	\$ 794,300
TANGIBLES	230-XXX CODE	¢ 45 000	* * * * * * * * * *
WELLHEAD ASSEMBLY	001	\$ <u>45,000</u>	\$20,000
CASING: CONDUCTOR 20 "OD 40 '\$	002 3,000	175,800	66,400
SURFACE 13 3/8 "OD 650 '\$	11,600		
1ST INTERMEDIATE 9 5/8 "OD 3800 '\$	51,800		
2ND INTERMEDIATE "OD '\$	31,000		
PRODUCTION/LINER 5 1/2 "OD 14800 '\$	109,400		
TUBING 2 7/8 "OD 14800 '\$		59,400	-0-
MISC.EQUIPMENT (PACKERS, DOWNHOLE, ETC)	004	8,000	-0-
ARTIFICIAL LIFT + ELECTRIC MOTOR FOR PÚ	005	-0-	
SUCKER RODS + PUMP	006		
TOTAL WELL TANGIBLES		\$ 288,200	\$86,400
PRODUCTION & LEASE FACILITIES			
TANGIBLES	230-XXX CODE		
STORAGE TANKS	010	\$ 20,000	\$ -0-
HEATER TREATER	011	-0-	-0-
SEPARATOR	012	-0-	-0-
GAS PRODUCTION UNIT	013	25,000	-0-
FLOW LINE & LINE PIPE	014	10,000	
MISC EQUIPMENT	015	10,000	-0-
TOTAL FACILITY TANGIBLE	S	\$ 65,000	\$
TOTAL TANGIBLES		\$ 353,200	\$ 86,400
TOTAL EXPENDITURE		\$ <u>1,222,500</u>	\$ <u>880,700</u>
	<u> </u>	10 A P	
COMPANY	MARALOIINC.	11. 11.	
BY: DATE:	BY: Lu	14 Mul	
APPROVED DISAPPROVED W.I.	APPROVED V	DISAPPROVED W	.I.

SENDE: Complete items 3, and 4a & Complete items 3, and 4a & Complete items 3, and 4a & Services of this form so that we can service items 3, and 4a & Complete items 4a Complete items 4a Complete items 4a Complete items 4a Consult postmaster for fee Consul
6. Signature (Agent)W 72 AUS. GPO: 1993—352-714 DOMESTIC RETURN RECEIPT
PS FORT 3811, December