



Fax Transmission

DATE: 5-1-2006

TO: Michael Stogner

FAX #: 1-505-476-3462

VOICE #: 1-505-476-3440

FROM: Rebecca Heath

FAX #: (505) 327-3974

VOICE #: (505) 326-1730

Ellis & Associates

Cell #: 505-486-4962

SUBJECT: Golden Bear #5T

Number of Pages Including Cover 13

Dear Michael,

I have attached the Lease and Bill of Sale from Calpine to Pogo regarding the rights in Section 35.

Also attached is the plat from San Juan County showing the entire NW/4 of Section 2.

The engineers office is updating aerals as Farmington is growing so quickly that it is hard to keep up, but they cannot have that to me until tomorrow morning which I will forward to you immediately.

Thank you for your help today,

Becky Heath



May 1, 2006

New Mexico Oil Conservation Division
Attn: Michael Stogner
1220 South Francis Drive
Santa Fe, New Mexico 87505

Re: Administrative application reference No. pTDS0606831494 for an exception to the well location provisions of the Basin-Fruitland Coal (Gas) Pool (71629) for Pogo Producing Company's ("Pogo") proposed Golden Bear Well No. 5-T to be drilled as an infill coal gas well at an unorthodox location 490 feet from the North line and 1015 feet from the West line (Lot 4/ Unit D) of Section 2, Township 29 North, Range 13 West NMPM, San Juan County, New Mexico within the existing 322.92- acre Standard lay-down gas spacing unit comprising Lots 1,2,3 and 4 and the S/2 N/2 (N/2 equivalent) of Section 2, which is currently dedicated to Pogo's Golden Bear Well No. 5 (API No. 30-045-30765) located at a standard coal gas well location 1420 feet from the North line and 1850 feet from the East line (Unit G) of Section 2.

Dear Mr. Stogner,

Thank you for faxing me a copy of your March 10, 2006 letter to Ms. Wallace. I have attached a copy of the County plat map of the NW4 of Section Two. As you see, the college does not own the entire NW4, however the area not owned by the college is a mixed residential/retail business area. The City of Farmington has a 200 foot setback from all buildings, which makes it impossible to permit the well within in the southern half of said NW4. I have attached a copy of an aerial map.

Pogo does in fact own the mineral rights to the south half of Section 35 to the base of Pictured Cliffs formation. I have attached copies of the original BLM lease and the Assignment and Bill of Sale from Calpine Corporation, et al to Pogo Producing Company.

If you should need any more information, please contact me (505) 326-1730. Thank you for your assistance in this matter.

Sincerely,

Dave Harmeyer, J.D.
Ellis and Associates, Inc.
2014 San Juan Blvd., Ste. C
Farmington, NM 87401
Fax (505) 327-3974

2014 San Juan Blvd., Suite C
Farmington, NM 87401

(505) 326-1730
Fax (505) 327-3974

SEC 1	QUAD 1
SEC 2	QUAD 2
SEC 3	QUAD 3
SEC 4	QUAD 4
SEC 5	QUAD 5
SEC 6	QUAD 6
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SEC 94	QUAD 94
SEC 95	QUAD 95
SEC 96	QUAD 96
SEC 97	QUAD 97
SEC 98	QUAD 98
SEC 99	QUAD 99
SEC 100	QUAD 100

Just

Form 4-211
 UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 Serial 67-13

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF 1935

THIS INDENTURE OF LEASE, entered into and triplicate as of the 25th day of February 1926, between the UNITED STATES OF AMERICA, through the Bureau of Land Management, a party of the first part, and the Franklin Marquis Benton, a party of the second part, for the purpose of leasing certain land in the United States.

part of the second part, hereinafter called the lessee, under, pursuant, and
subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437),
as amended, hereinafter referred to as the act, and to all reasonable regulations
of the Secretary of the Interior now or hereafter in force when not inconsistent
with any express and specific provisions herein which are made a part hereof.

WITNESSETH that the parties have entered into the foregoing agreement and the same is the true and correct
agreement of the parties.

(S) _____

SECTION 1. Right of Lessee. - That the lessor, in consideration of rents and
royalties to be paid and on the conditions and covenants to be observed as herein set
forth, does hereby grant and lease to the lessee the exclusive right and privilege
to drill, to mine, to extract, to remove and to dispose of all the oil and gas deposits
except halibut gas in and under the following described tracts of land situated in _____

RECEIVED
OIL CONSERVATION BRANCH
DEC 4 1947
GEOLOGICAL SURVEY

When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be paid at once upon production on the premises where produced without cost or expense to the lessee.

The lessee shall have the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof for a period of five years and as long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior. The provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds. (1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the \$1 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$5,000 with approved corporate surety and with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

16-50765-1
GEOLOGICAL SURVEY
CONSERVATION BRANCH 105

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by the Federal Land Management Policy Act of 1920, as amended, or the owners of surface rights. In all other cases where a bond is not otherwise required, a \$1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

LEASE OF OIL AND GAS LANDS UNDER MINERAL RIGHTS

(b) Cooperative or unit plan.—Within 30 days of demand, or if the land is within an approved unit plan, in the event such a plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands so included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, and lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior, and (3) promptly after due notification in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible for loss of or damage to or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts of sale information as to other arrangements for such sales.



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San Juan County, NM Clerk FRAN HANHARDT *dh*

Space Above this line reserved for recording

ASSIGNMENT AND BILL OF SALE

STATE OF NEW MEXICO

COUNTY OF SAN JUAN

KNOW ALL MEN BY THESE PRESENTS:

CALPINE CORPORATION and CALPINE NATURAL GAS L.P., whose address is 717 Texas Avenue, Suite 1000, Houston, Texas 77002 (hereinafter collectively called "Assignor"), for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign and convey unto POGO PRODUCING COMPANY, a Delaware corporation, whose address is Five Greenway Plaza, Suite 2700, Houston, Texas 77046 (hereinafter called "Assignee"), effective as of July 1, 2004, 7:00 a.m. local time where each Property is located (the "Effective Date"), all of Assignor's right, title and interest in and to or derived from the following:

- (a) any and all rights, titles and interests owned by Seller in all of the oil, gas or mineral leases and other interests described on Schedule A (the "Leases").
- (b) any and all rights, titles and interests owned by Seller in, under or derived from all of the presently existing pooling, unitization and communitization agreements or other operating agreements and the units created thereby (including without limitation, all units formed under orders, regulations, rules or other official acts of any Governmental Body having jurisdiction) insofar and only insofar as they relate to any of the Leases or to the production of Hydrocarbons from or attributable to such Leases as set forth on Schedule B (the "Beneficial Interests").
- (c) all contracts and agreements whether recorded or unrecorded in existence at the Effective Date, which affect the Leases, Personal Property, Beneficial Interests, Facilities and Easements, insofar and only insofar and only to the

extent as they specifically relate to the Leases, Personal Property, Beneficial Interests, Facilities and Easements, including but not limited to the contracts and agreements set forth on Schedule C, but specifically excluding the Easements, Leases, Beneficial Interests, and the contracts and agreements set forth on Schedule D (the "Contracts").

- (d) all facilities and equipment, whether active or inactive, that are customarily used directly in the production of Hydrocarbons, including, but not limited to injection facilities, disposal facilities, field separators, liquid extractors, compressors, LACT units, plants, tanks and the like (the "Facilities").
- (e) non-exclusive rights to the use and occupancy of the surface, including, without limitation, tenements, appurtenances, surface leases, easements, permits, licenses, franchises, servitudes and rights-of-way in any way appertaining, belonging, affixed or incidental to or used in connection with the ownership or operation of the Leases, Facilities and Beneficial Interests, whether recorded or unrecorded (the "Easements");
- (f) to the extent attributable to the Leases, Easements, Contracts and Beneficial Interests, but excluding any personal property owned by any Third Person as described on Schedule E or any of Seller's Affiliates and subject to the limitations below, all of Seller's right, title and interest in and to:
 - (1) all Wells (whether plugged or unplugged), equipment, Facilities and personal property of any kind including, but not limited to, tubing, casing, wellheads, pumping units, production units, compressors, valves, meters, flowlines, tanks, heaters, separators, dehydrators, pumps, injection units, gates and fences, which are located on or connected with the Gathering System, Leases, and Beneficial Interests and which are used solely and exclusively in connection with the production, separation, storage, treatment, gathering or transportation of Hydrocarbons from or attributable to the Leases and Beneficial Interests and that are not presently used in connection with any excluded assets;
 - (2) all licenses, authorizations, permits, variances and similar rights and interests related to the Leases, Facilities, Easements, Contracts and Beneficial Interests and personal property defined in (1) above;
 - (3) all other rights, privileges, benefits and powers conferred upon the owner and holder of the Leases, Facilities, Easements, Contracts and Beneficial Interests and personal property defined in (1) and (2) above; and

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San Juan County, NM Clerk FRAN HANHARDT

- (4) copies of applicable general operating records, well files (including applicable well logs and production data), lease files, land files, environmental compliance files, regulatory reports and certificates, abstracts and title work pertaining to the Leases, Easements, Facilities, Contracts and Beneficial Interests and personal property defined in (1) above, but excluding: records containing trade secrets unrelated to the Assets, legal files, attorney-client communications or attorney work product materials and other similar documents covered by privilege, records and documents subject to confidentiality provisions and auditor's reports.

but excluding the Excluded Assets.

All of the above real and personal properties, rights, titles and interests described in subparagraphs (a) through (f) above, subject to the limitations and terms expressly set forth herein and in the Schedule "A" attached hereto, are hereinafter collectively called the "Properties" or, individually, a "Property".

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever. Notwithstanding any other provision contained herein, this Assignment and Bill of Sale is made without warranty of title, either expressed, implied or statutory except, to the extent of the interests set forth on Schedule H to the Purchase Agreement Assignor warrants title to the Properties, by, through and under Assignor, but not otherwise.

1. Except to the extent specifically excepted or reserved by Assignor, Assignee accepts this Assignment and Bill of Sale and assumes all of the Assumed Liabilities and all of Assignor's obligations and liabilities that accrue after the Effective Date under all oil, gas and mineral leases, assignments, subleases, farmout agreements, unit agreements, joint operating agreements, pooling agreements, letter agreements, easements, rights-of-way, gather and transportation agreements, sales agreements, and other agreements (including compliance with express and implied covenants and payment of costs, rentals, shut-in payments, minimum royalties, and production royalties), to the extent that these obligations and liabilities concern or pertain to the Properties and are binding on Assignor or its successors or assigns. Assignee's obligations under this article apply to all applicable instruments, whether recorded or not. Assignee will comply with all rules, regulations, statutes, and laws applicable to Assignee's ownership or operation of the Properties.

2. All crude oil, natural gas, casinghead gas, condensate, sulphur, natural gas liquids, plant products and other liquid or gaseous hydrocarbons (including CO₂), and all other minerals of every kind and character which may be covered by or included in the (the "Hydrocarbons") produced prior to the Effective Date (irrespective of whether payment for the same has been made or received) which are attributable to the Assets shall belong to Assignor, and all such Hydrocarbons attributable to the Properties assigned herein and produced from and after the Effective Date shall belong to Assignee. All costs and expenses attributable to the Properties assigned herein with respect to the Properties incurred or accrued prior to the Effective Date shall be the obligation of and be paid by

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San Juan County, NM Clerk FRANK HANHARDT


Assignor and all such costs and expenses which relate to the period commencing with the Effective Date shall be the obligation of and be paid by Assignee.

All exhibits referenced in and attached to this Assignment and Bill of Sale are incorporated into it.

This Assignment and Bill of Sale is subject to the terms and conditions, including, but not limited to assumptions and indemnifications contained in that certain Purchase and Sale Agreement dated effective July 1, 2004, among Calpine Corporation and Calpine Natural Gas L.P., as Seller, and Pogo Producing Company as Buyer (hereinafter called the "Purchase Agreement") and including, but not limited to the Preferential Right to Purchase Hydrocarbons described therein.

In the event of conflicts between this Assignment and Bill of Sale and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control. All capitalized terms not otherwise defined in this Assignment and Bill of Sale shall have the meaning given them in the Purchase Agreement.

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San Juan County, NM Clerk FRAN HANHARDT

This instrument may be executed in counterparts, all of which together will be considered one instrument.

EXECUTED this 1st day of September, 2004, but effective as of the Effective Date.

ASSIGNOR:

CALPINE CORPORATION

By: Michael A. Gerlich
Michael A. Gerlich
Senior Vice President *mg*


CALPINE NATURAL GAS L.P.

By: Michael A. Gerlich
Michael A. Gerlich
Vice President *mg*

ASSIGNEE:

POGO PRODUCING COMPANY

By: Stephen R. Brunner
Print Name: Stephen R. Brunner
Title: Executive Vice President


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STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

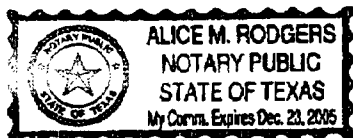
This instrument was acknowledged before me on this 1st day of September, 2004, by
Michael A. Gerlich as Sr. Vice President of Calpine Corporation, a
Delaware corporation.



Alice M. Rodgers
Notary Public, in and for the State of Texas
My Commission expires: 12/23/05

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

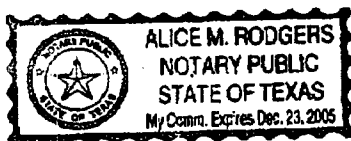
This instrument was acknowledged before me on this 1st day of September, 2004, by
Michael A. Gerlich as Vice President of Calpine Natural Gas L.P., a
Delaware limited partnership.



Alice M. Rodgers
Notary Public, in and for the State of Texas
My Commission expires: 12/23/05

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 1st day of September, 2004, by
Stephen R. Brunner as Executive Vice President of Pogo Producing
Company, a Delaware corporation.



Alice M. Rodgers
Notary Public in and for the State of TEXAS
My commission expires: 12/23/05

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San Juan County, NM Clerk FRAN HANHARDT

Schedule A

"Leases"

Attached to and made a part of that certain Assignment and Bill of Sale among Calpine Corporation, Calpine Natural Gas L.P. and Pogo Producing Company dated the 1st day of September, 2004.

[Attached]

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San Juan County, NM Clerk FRAN HANHARDT

Schedule A

Attached to and made a part of that certain Assignment and Bill of Sale among Calpine Corporation, Calpine Natural Gas L.P. and Pogo Producing Company effective as of July 1, 2004

Prospect: FARMINGTON
County: SAN JUAN
State: NEW MEXICO

CNG Lease No. Lessor

302641063000 HARRY WOMMER ET UX

Lessee

RODNEY P CALVIN ET AL

T28N-R13W NMPM

SEC. 11: PORTION OF SW1/4 SW1/4 (SEE LEASE FOR METES & BOUNDS DESCRIPTION), AMONG OTHER LANDS NOT HEREIN INCLUDED, CONTAINING 9.0 ACRES, MORE OR LESS

SURFACE TO BASE OF PICTURED CLIFFS FORMATION

SAN JUAN COUNTY, NEW MEXICO

C S PAGE JR

302641064000 BLM SF-078213

T30N-R13W NMPM

SEC 25: N/2

SEC 26: SW1/4, NE1/4

SEC 27: SE1/4 NE1/4, E/2 SE1/4

SEC 34: NE1/4 SE1/4

SEC 35: ALL, AMONG OTHER LANDS NOT HEREIN INCLUDED, CONTAINING 1620 ACRES, MORE OR LESS, SURFACE TO BASE OF PICTURED CLIFFS FORMATION WITH THE EXCEPTION OF SECTION 26: SW1/4-SURFACE TO BASE OF PICTURED CLIFFS FORMATION

LESS AND EXCEPT THE FRUITLAND COAL INTERVAL;

NE1/4-PICTURED CLIFFS FORMATION ONLY

SAN JUAN COUNTY, NEW MEXICO

SOUTHERN UNION GAS COMPANY

T30N-R13W NMPM

SEC. 34: S/2 SE1/4, AMONG OTHER LANDS NOT HEREIN INCLUDED, CONTAINING

80.0 ACRES, MORE OR LESS

SURFACE TO BASE OF PICTURED CLIFFS FORMATION SAN

JUAN COUNTY, NEW MEXICO

302641065000 ORVALL RICKETTS ET AL

7/15/1952 192 127

Lease Date Book Page Entry

2/21/1961 478 12

12/1/1947 0

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TRANSACTION REPORT

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