

**MEWBOURNE OIL COMPANY**  
AUTHORIZATION FOR EXPENDITURE

Well Name: Foreigner 33/4 W2JO Fee Com #1H Prospect: \_\_\_\_\_  
 Location: SL: 2450' FSL & 2310' FEL (33), BHL: 330' FSL & 2310' FEL (4) County: Eddy ST: NM  
 Sec. 33 Blk: \_\_\_\_\_ Survey: \_\_\_\_\_ TWP: 23S RNG: 28E Prop. TVD: 10800' TMD: 17650'

INTANGIBLE COSTS 0180		CODE	TCP	CODE	CC
Regulatory Permits & Surveys		0180-0100	\$5,000	0180-0200	
Location / Road / Site / Preparation		0180-0105	\$65,000	0180-0205	\$75,000
Location / Restoration		0180-0106	\$150,000	0180-0206	\$20,000
Daywork / Turney / Footage Drilling	30 days drig & 3 days comp @ \$18000/day	0180-0110	\$576,800	0180-0210	\$57,700
Fuel	1000 gal/day @ \$1.80/gal	0180-0114	\$59,400		
Mud, Chemical & Additives		0180-0120	\$180,000	0180-0220	\$5,000
Horizontal Drillout Services				0180-0222	\$110,000
Cementing		0180-0125	\$45,000	0180-0225	\$30,000
Logging & Wireline Services		0180-0130	\$5,000	0180-0230	\$170,000
Casing / Tubing / Snubbing Service		0180-0134	\$20,000	0180-0234	\$15,000
Mud Logging		0180-0137	\$20,000		
Stimulation	33 stg 12.5MM gal x 12.5MM#			0180-0241	\$1,600,000
Stimulation Rentals & Other				0180-0242	\$100,000
Water & Other		0180-0145	\$40,000	0180-0245	\$750,000
Bits		0180-0148	\$70,000	0180-0248	\$3,000
Inspection & Repair Services		0180-0150	\$35,000	0180-0250	\$4,000
Misc. Air & Pumping Services	Reverse Units/Toe Prep	0180-0154		0180-0254	\$15,000
Testing & Flowback Services		0180-0158	\$20,000	0180-0258	\$30,000
Completion / Workover Rig	9 days @ \$3500/day			0180-0260	\$31,500
Rig Mobilization		0180-0164	\$125,000		
Transportation		0180-0165	\$25,000	0180-0265	\$12,000
Welding Services		0180-0168	\$8,000	0180-0268	
Contract Services & Supervision		0180-0170		0180-0270	
Directional Services		0180-0175	\$200,000		
Equipment Rental		0180-0180	\$215,000	0180-0280	\$30,000
Well / Lease Legal		0180-0184	\$5,000	0180-0284	
Well / Lease Insurance		0180-0185	\$5,300	0180-0285	
Intangible Supplies		0180-0188	\$8,000	0180-0288	\$1,000
Damages		0180-0190	\$5,000	0180-0290	
ROW & Easements		0180-0192		0180-0292	
Pipeline Interconnect				0180-0293	
Company Supervision		0180-0195	\$225,000	0180-0295	\$40,000
Overhead Fixed Rate		0180-0196	\$10,000	0180-0296	\$20,000
Well Abandonment		0180-0198		0180-0298	
Contingencies	10% (TCP) 5% (CC)	0180-0199	\$212,300	0180-0299	\$156,000
<b>TOTAL</b>			<b>\$2,334,800</b>		<b>\$3,275,200</b>
TANGIBLE COSTS 0181					
Casing (19.1" - 30")		0181-0793			
Casing (10.1" - 19.0")	500' - 13 3/8" 54.5# J55 STC @ \$27.95/ft + GRT	0181-0794	\$15,000		
Casing (8.1" - 10.0")	2500' - 9 5/8" 36# J55 LTC @ \$18.30/ft + GRT	0181-0795	\$48,900		
Casing (6.1" - 8.0")	10800' - 7" 26# P110 LTC/BTC @ \$26.36/ft + GRT	0181-0796	\$304,100		
Casing (4.1" - 6.0")	7730' - 4 1/2" 13.5# P110 LTC @ \$15.05/ft + GRT			0181-0797	\$124,300
Tubing (2" - 4")	9900' - 2 7/8" 6.5# L80 EUE @ \$4.27/ft + GRT			0181-0798	\$45,200
Drilling Head		0181-0860	\$12,000		
Tubing Head & Upper Section				0181-0870	\$15,000
Horizontal Completion Tools	Halliburton VersaStim Liner Hanger			0181-0871	\$70,000
Sucker Rods				0181-0875	
Subsurface Equipment				0181-0880	
Artificial Lift Systems	Gas Lift Valves			0181-0884	\$12,000
Pumping Unit				0181-0885	
Surface Pumps & Prime Movers	SWD Pump & VRU			0181-0886	\$30,000
Tanks - Oil	4 - 500bbl steel			0181-0890	\$40,000
Tanks - Water	4 - 500bbl steel fully coated			0181-0891	\$48,000
Separation / Treating Equipment	2 - 30"x10"x1000# 3ph			0181-0895	\$30,000
Heater Treaters, Line Heaters	6'x20'x75# HT			0181-0897	\$17,500
Metering Equipment				0181-0898	\$7,000
Line Pipe & Valves - Gathering				0181-0900	\$40,000
Fittings / Valves & Accessories				0181-0906	\$65,000
Cathodic Protection				0181-0908	\$5,000
Electrical Installation				0181-0909	\$10,000
Equipment Installation				0181-0910	\$40,000
Pipeline Construction	1 mile 4" buried			0181-0920	\$60,000
<b>TOTAL</b>			<b>\$380,000</b>		<b>\$659,000</b>
<b>SUBTOTAL</b>			<b>\$2,714,800</b>		<b>\$3,934,200</b>
<b>TOTAL WELL COST</b>			<b>\$6,649,000</b>		

EXHIBIT 6

Prepared by: J. Nave Date: 11/12/2015  
 Co Approval: M. White Date: 11/23/2015

Joint Owner Interest: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Joint Owner Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Operator has secured Operator's Extra Expense Insurance covering costs of well control, clean up and redrilling as estimated in Line Item 0180-0185. Non-Operator may elect NOT to be covered by this Operator's Extra Expense Insurance only by signing below. **The undersigned elects NOT to be covered by Operator's Extra Expense insurance for their well.**  
 Joint Owner Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Form Rev: 8/01/2015

# MEWBOURNE OIL COMPANY

500 W. TEXAS, SUITE 1020  
MIDLAND, TEXAS 79701

(432) 682-3715  
FAX (432) 685-4170

November 18, 2015

## DRILLING TITLE OPINION

THIS INFORMATION OR OPINION IS FURNISHED AT YOUR REQUEST AS A MATTER OF ACCOMMODATION AND YOU AGREE BY YOUR ACCEPTANCE HEREOF THAT ANY USE OF OR RELIANCE THEREON SHALL BE WITHOUT RECOURSE TO MEWBOURNE OIL COMPANY.

Mewbourne Oil Company  
Midland Office

Attn: Mr. Clayton Pearson

Re: The following oil and gas leases insofar as they cover the lands indicated in Township 24 South, Range 28 East, N.M.P.M., Eddy County, New Mexico:

**Federal Lease NMNM 129728 covering the following:**

Section 4: Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ),

containing 39.85 acres, more or less.

**Mary Jo Ann Wyman, et al. oil and gas leases covering the following:**

Section 4: NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$  and E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  (Malaga Tracts 183, 184, 185, 188, 189, 1098, 1099, 1100, 1101, 1102, 1105, 1106, 1107, and 1108),

containing 85 acres, more or less.

**Rudy Vasquez oil and gas lease covering the following:**

Section 4: S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 4 (Malaga Tract 1104),

containing 5 acres, more or less.

**Pardue Limited Company, et al. oil and gas leases covering the following:**

Section 4: Lots 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ), 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ), 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ), S $\frac{1}{2}$ NW $\frac{1}{4}$  and SW $\frac{1}{4}$ NE $\frac{1}{4}$ ,

containing 240.15 acres, more or less.

**Guadalupe M. Vasquez, et al. oil and gas leases covering the following:**

Section 4: N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  and N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$  (Malaga Tracts 1103, 1085, 1086, 186, 187 and 1097),

containing 30 acres, more or less.

**Pardue Limited Company, et al. oil and gas leases insofar as they cover the following:**

Section 4: NW $\frac{1}{4}$ SW $\frac{1}{4}$ ,

containing 40 acres, more or less.

**Robert Bradley Beeman, et al. oil and gas leases insofar as they cover the following:**

Section 4: W $\frac{1}{2}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ SW $\frac{1}{4}$ ,

containing 120 acres, more or less.

**Lee B. Voigt and Wilma E. Voigt, Trustees, et al. oil and gas leases insofar as they cover the following:**



Joe H. Beeman, also known as Joe Hatfield Beeman, a son of C. F. Beeman, acquired an undivided 1/10 interest in the oil and gas in and under the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  (Malaga Tracts 186, 187, 1085 and 1086), N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$  (Malaga Tract 1097) and N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$  (Malaga Tract 1103) of Section 4 ("the 230 Acres") by virtue of deeds from his father, as his separate property. Joe H. Beeman then began making certain conveyances of his interest, most of which cannot be given effect due to ambiguities in the instruments or because they were executed on behalf of Joe H. Beeman under a forged power of attorney discussed below. First, Joe H. Beeman and his wife conveyed all interest to R. C. Beveridge by Deed recorded in Book 214, page 900, Deed Records. Thereafter, R. C. Beveridge reconveyed 60% of the interest acquired to Joe H. Beeman by Deed dated December 28, 1973, recorded in Book 217, page 383, Deed Records. Beeman then conveyed 2/3 of 40% of the interest acquired from Beveridge (or 16%) to Carmex, Inc. by Deed dated January 4, 1974, recorded in Book 217, page 386, Deed Records and 1/3 of 40% of the interest acquired from Beveridge (or 8%) to T. L. Rees by Deed

dated January 4, 1974, recorded in Book 217, page 387, Deed Records. Second, Joe H. Beeman and his wife executed conveyances (a) to Thomas B. Stribling of 1/4 of their interest by Mineral Deed dated January 22, 1974, recorded in Book 217, page 601, Deed Records, (b) to Thomas B. Stribling of an additional 1/4 interest by Warranty Deed dated February 4, 1974, recorded in Book 217, page 771, Deed Records, and (c) to John E. Osborn 1/4 of their interest by Mineral Deed dated March 1, 1974, recorded in Book 218, page 46, Deed Records.

Joe H. Beeman, individually or joined by Mary Jo Beeman, purportedly his wife (but possibly not actually his wife because the marriage may have been void because his prior marriage to Betty Louise Beeman was not dissolved until February 24, 1975), executed deeds to George E. Romine; Carlock & Taylor, attorneys; L. L. Leaton; First National Bank of Winnsboro, Texas; John E. Osborn; Mary Jo Beeman Fields (who conveyed a portion of her interest to Rollo Burdette Fields, Jr.); and Coy Puyear. These deeds were prepared so that each conveyed a mineral acre interest in and to certain lands described as "the following lands." Thereafter, there followed a series of lands described in various groupings. Normally there were twelve tracts of land described after the initial heading, some of the lands being described with a heading of "All of the Mineral Interests or an Undivided 1/2". Presumably, the intention was that the mineral acreage conveyed would be taken from each tract in proportion to the number of net mineral acres owned by the grantor in each tract. I do not know whether this was the intention of the parties, however, and I consequently believe that these deeds are ambiguous. Accordingly, I am quite uncertain whether it is possible to ascertain the true intention of the parties merely from examination of the deeds. The prior opinions examined have made some attempt to allocate a certain mineral interest in the lands as being conveyed by these deeds, but the interests reported are uncertain. Even if title to all of the tracts involved in these deeds were examined, it is entirely possible that no conclusion could be reached.

After the foregoing deeds, Joe H. Beeman executed the following additional deeds:

- (a) To Charles L. Reitingger, dated September 11, 1980, recorded on March 18, 1981, in Book 248, page 27, conveying "an undivided 1/3 interest from my undivided 1/5 interest".
- (b) To Virginia Lee Davis, dated March 14, 1983, recorded in Book 255, page 1218, Deed Records, conveying 10% of grantor's interest in the 230 Acres.
- (c) To John Edward Hall, III, dated June 15, 1984, recorded on May 21, 1985, in Book 262, page 1104, conveying 1/2 of "all my interest" in the minerals in the 230 Acres.
- (d) To Mary Jo Beeman, the grantor's (possible) former wife, dated June 5, 1982, but not filed of record until May 21, 1985, in Book 262, page 1090, conveying all of the grantor's right, title and interest in the oil, gas and other minerals in the 230 Acres.
- (e) To the Law Firm of Klipstine & Hanratty, dated May 21, 1985, recorded on May 21, 1985, in Book 262, page 1114, conveying 1/3 of all of the grantor's mineral interest in the 230 Acres, among other lands, purportedly conveying 12.0087 net mineral acres in all of the lands described in the deed, proportionate to the grantor's present vested interest.
- (f) To Thomas Jack Gregory and wife, Bonnie R. Gregory, and Clarence W. Ervin and wife, Mary L. Ervin, dated March 10, 1986, recorded that same day in Book 265, page 832, conveying all of the grantor's interest in the surface and oil, gas and other minerals in the 230 Acres, among other lands.

With respect to whatever interest may have been conveyed by Joe H. Beeman to Mary Jo Beeman (subsequently known as Mary Jo Beeman Fields, Mary Jo Beeman Bartell and Mary Jo Beeman Dickerson), there are other matters which further confuse the situation. Mary Jo Beeman Bartell executed a Mortgage in favor of Seminole Hospital District of Gaines County, Texas, dated April 1, 1981, recorded in Book 315, page 870, mortgaging all of her interest in the minerals acquired in the deed she had previously obtained from Joe H. Beeman, dated March 1, 1974, recorded in Book 218, page 51, to secure a hospital account. This Mortgage was foreclosed by Seminole Hospital in Cause No. CV-82-37 in the District Court of Eddy County, New Mexico. As

a result of these proceedings, the Special Master appointed to sell the mortgaged premises executed a Special Master's Deed dated October 29, 1982, recorded in Book 254, page 814, Deed Records, conveying to Seminole Hospital, d/b/a Memorial Hospital, all of the interest of Mary Jo Beeman Bartell in the minerals described in the Correction Quitclaim Deed from Joe H. Beeman to Mary Jo Beeman, dated March 1, 1974, recorded in Book 218, page 51. A Transcript of Judgment was filed on May 19, 1982, recorded in Book 211, page 924. Subsequently, Mary Jo Beeman executed Mineral Deeds in favor of Childs & Bishop Law Offices, Inc., a Texas corporation, dated October 16, 1984, recorded in Book 260, page 1075, as corrected by Deed dated October 18, 1984, recorded in Book 261, page 797, purporting to convey an undivided 1/6 of her interest in the minerals in the 230 Acres, among other lands; and to the law firm of Klipstine & Hanratty, dated May 21, 1985, recorded in Book 262, page 1110, purporting to convey an undivided 1/3 of all her interest in the minerals in the 230 Acres, and other lands, purportedly conveying 12.0087 net mineral acres in all of the lands described in the deed, proportionate to grantor's present vested interest in each tract.

Several of the ambiguous deeds discussed above in the second paragraph of this requirement were executed by George E. Romine, as Attorney-in-Fact for Joe H. Beeman and his wife, Mary Jo Beeman. One of the deeds is from Joe H. Beeman by Romine acting as Attorney-in-Fact, to Romine himself. This deed is probably at least voidable. An Affidavit appearing in the records in the office of the Eddy County Clerk, executed by Mary Jo Beeman Fields, recorded in Book 147, page 327, indicates that the Power of Attorney from Joe Beeman and Mary Jo Beeman to George E. Romine, dated December 27, 1973, recorded in Book 116, page 239, is a forgery. If so, any deeds executed under such a forged Power of Attorney would be void.

In an attempt to resolve some of these difficulties, Mary Jo Dickerson, a/k/a Mary Jo Beeman, a/k/a Mary Jo Fields, and Joe H. Beeman filed suit against Carlock & Taylor, First National Bank of Winnsboro, Texas, Thomas B. Stribling and Martha Stribling, John E. Osborn, and the following persons if living, or if deceased, their unknown heirs: Coy Puyear, Rollo Burdette Fields, Jr., W. R. Mooney, George E. Romine and L. L. Leaton, as defendants in Cause No. CV-84-119-F in the District Court of Eddy County on March 2, 1984, seeking to quiet title to 60% of an undivided 1/5 interest in a 44.7386% mineral interest in the 230 Acres, among other lands. This is a much greater interest than Joe E. Beeman ever owned. Thomas B. Stribling and wife, Martha Stribling, counterclaimed and cross-claimed against the plaintiffs and the defendants to quiet title to ownership of "an undivided interest in 24.0174 net mineral acres in and to all the oil, gas and other minerals in and under and that may be produced from" certain described lands situated in Eddy County, New Mexico, attaching to their pleadings copies of the Warranty Deeds from Joe H. Beeman and Mary Jo Beeman dated January 22, 1974, and February 4, 1974, each conveying 1/4 of the grantors' interest in certain lands to Thomas B. Stribling and Martha Stribling, his wife, said deeds reciting the intention to convey to the grantees 12.0087 net mineral acres in the 230 Acres, and other lands.

A Judgment quieting title was entered by the Court on October 16, 1985, which reflects that the following defendants appeared in person or through their attorney; John E. Osborn; George E. Romine; Carlock & Taylor; L. L. Leaton; First National Bank of Winnsboro, Texas; Thomas B. Stribling and Martha Stribling. The following defendants did not appear and were held to be in default: Coy Puyear; Rollo B. Fields, Jr.; W. R. Mooney; and all unknown claimants of interest in the premises. The Court found and ordered that the Striblings own 24.0174 net mineral acres as set forth in the above described deeds and Osborn owns 12.00827 net mineral acres as set forth in the deed he obtained from Joe H. Beeman which is recorded in Book 218, page 46. The Court found that the Power of Attorney from Joe H. Beeman and Mary Jo Beeman in favor of George E. Romine and any deeds executed by Romine as their Attorney-in-Fact are void. Due to this fact, the Court ordered and decreed that none of the other defendants own any interest in and to the 230 Acres and Joe H. Beeman and Mary Jo Beeman, a/k/a Dickerson, a/k/a Fields, are owners of all minerals set forth in the Complaint except the above described minerals conveyed by them. In my opinion, these proceedings accomplish very little, if anything. The Striblings' judgment rendered in their favor, merely purports to quiet title to 24.0174 mineral acres in the lands described in the two deeds above referred to, or 1/4 of the interest owned by grantors at the time of each of the deeds. The Striblings' pleadings do not support the judgment quieting title to any particular interest in the specific tracts of land, and in my opinion the deeds on which they base their interest acquired from Joe H. Beeman will remain ambiguous. Likewise, because the interest set forth in the pleadings of Mary Jo Dickerson and Joe H. Beeman are incorrect under any theory of ownership against the named defendants, at least insofar as they pertain to the 230 Acres, the judgment obtained by Mary Jo Dickerson and Joe H. Beeman does not quiet title to any interest. Moreover, even before the quiet title proceedings were commenced, as noted hereinabove, Joe H. Beeman executed new deeds which probably would have conveyed any remaining interest that he may have had; and none of the grantees in those deeds were named in the quiet title proceedings.

In an effort to help resolve some of the above described deficiencies, Mary Jo Dickerson, a/k/a Mary Jo Beeman; Joe H. Beeman; Klipstine and Hanratty, a Law Partnership; John E. Hall, III; and Kirby, Ratliff, Manning & Greak, Inc., a Texas Professional Law Corporation, entered into a Stipulation of Interest dated January 20, 1986, executed on January 31, 1986, recorded in Book 265, page 486. The parties stipulated that their respective ownership interests in and to the oil, gas and other minerals which they may own is as follows:

Mary Jo Dickerson, a/k/a Fields a/k/a Beeman	24.71875%
Joe H. Beeman	26.25000%
Klipstine & Hanratty	30.00000%
John E. Hall, III	15.96875%
Kirby, Ratliff, Manning & Greak, Inc.	<u>3.062500%</u>
Total	100.00000%

The real property described is an undivided 71.75 acre interest in the oil and gas rights and an undivided 253.5 acre interest in all minerals other than oil and gas in the 230 Acres and other lands. This is, of course, a much greater interest than that actually owned in the 230 Acres. In addition, the Stipulation of Interest contains no words of grant or cross-conveyance, and although I assume Kirby, Ratliff, Manning & Greak, Inc. is the successor in interest to Childs & Bishop Law Offices, Inc., there are no instruments filed of record reflecting a merger of these two corporations or the change in name. The acknowledgments by the Klipstine & Hanratty partnership and the corporation are defective and do not substantially comply with the New Mexico acknowledgment statutes. The Stipulation recites that the parties recognize that certain claims may be made by others who did not join in the Stipulation, and that Mary Jo Dickerson, John E. Hall, III, and Joe H. Beeman agree to bear all costs and expenses incurred in defeating and settling the claims of such persons. The parties also state that money held in suspense by Phillips Petroleum Company, among others, shall be owned by the parties in the same proportion as set out above. Even if this instrument is held to be a grant or cross-conveyance of the interests owned by the parties thereto, it is my opinion that this instrument does little, if anything, to resolve the questions presented herein and it is certain that this instrument only applies to the interests which were actually owned by the parties at the time of execution of this instrument. As noted above, the interests owned by these parties cannot be ascertained with a reasonable amount of certainty.

A second quiet title suit was filed on February 5, 1987, in the District Court of Eddy County, Cause No. CV-87-66-S wherein Joe H. Beeman and Klipstine and Hanratty, P.C. are the plaintiffs and Coy Puryear and a/k/a Coy Puyar; Rollo Burdette Fields, Jr., a/k/a Rollo Burdette Fields, Jr.; Charles L. Reitenger; Virginia Lee Davis; all defendants named if living, if deceased, their unknown heirs; and all unknown claimants of interest in the premises adverse to plaintiffs are defendants determined that the interest of Virginia Lee Davis was quieted to the extent of the 10% conveyed to her on March 14, 1983 and that any claims by Charles L. Reitenger, Rollo Burdette Fields and Coy Puryear were not valid.

In addition to the documents and lawsuits previously mentioned, the materials examined reflect the following additional documents which contribute to the confusion:

- (a) Warranty Deed from Joe H. Beeman to Thomas Jack Gregory and Bonnie R. Gregory, husband and wife, and to Clarence W. Ervin and Mary I. Ervin, husband and wife, dated March 10, 1986, recorded in Book 265, Page 832, Deed Records of Eddy County, conveying all of the grantor's interests in a 1/2 interest in the 230 Acres.
- (b) Special Mineral Deed from Kirby, Ratliff, Manning & Greak, Inc. to Louis M. (Mickey) Ratliff, Jr., Nevill Manning, and Nolan Greak, in equal shares, dated February 20, 1987, recorded in Book 172, Page 937 of Eddy County Records, conveying a 3.0625% of 1/2 interest in the 230 Acres.
- (c) Stipulation of Interest dated July 8, 1987, effective March 10, 1986, recorded in Book 2, Page 234 and in Book 14, Page 259 of the Eddy County Records, among Joe H. Beeman, Thomas J. Gregory and Bonnie Ruth Gregory, and Clarence W. Ervin and Mary I. Ervin, in which the parties stipulated to the following interests in a 1/2 interest in the 230 Acres:

Joe H. Beeman "1/2 of 26.25000% or 13.125 [sic] of the total interest remaining after stipulation dated January 20, 1986"

Thomas J. Gregory  
Bonnie Ruth Gregory "65% of 13.125% of the interest remaining after stipulation dated January 20, 1986"

Clarence W. Ervin  
Mary I. Ervin "35% of 13.125% of the interest remaining after stipulation dated January 20, 1986"

(d) Mineral Deed from Virginia Lee Davis to Dewie B. Leach, a single man, dated August 24, 1987, recorded in Book 5, Page 346 of the Eddy County Records, conveying 40% of the grantor's 10% interest.

(e) Stipulation of Interest dated September 20, 1987, recorded in Book 14, Page 468 of the Eddy County Records, between Joe H. Beeman and Alec G. McGonagill, in which the parties stipulated to the following interests in a 1/2 interest in the lands described in Exhibit "A" (however, there was no Exhibit "A" attached to the recorded version of this document):

Joe H. Beeman "1/2 of 16.15000% of 13.125 [sic] of the total interest remaining after stipulation dated September 20, 1987"

Alec G. McGonagill "5% of 13.125% of the interest remaining after stipulation dated September 20, 1987"

(f) Untitled document dated September 25, 1987, recorded in Book 52, Page 693 of the Eddy County Records, in which Mary Jo Dickerson agreed to deliver to Alec G. McGonagill 8% of money held in suspense by various oil companies, and 5% of all mineral rights held by Mary Jo Dickerson in Eddy County (attached to this document was an exhibit which described the 230 Acres, among other lands).

(g) Quitclaim Deed from Mary Jo Dickerson, formerly known as Mary Joe [sic] Beeman, to Peter A. Panagopoulos, dated December 8, 1987, recorded in Book 10, Page 1117 of the Eddy County Records, purporting to convey 5% of her 1/2 interest in a 60% of 1/2 interest in the 230 Acres.

(h) Quitclaim Deed from Mary Jo Dickerson, formerly known as Mary Joe [sic] Beeman, to Peter A. Panagopoulos, dated December 8, 1987, recorded in Book 17, Pages 306 and 616 of the Eddy County Records, purporting to convey 2% of all oil and gas production and 5% of all monies held in suspense by the oil companies for said production on her 1/2 interest in a 60% of 1/2 interest in the 230 Acres.

(i) Quitclaim Deed from Mary Jo Dickerson, formerly known as Mary Joe [sic] Beeman, to Peter A. Panagopoulos, Andreas P. Panagopoulos, Pavlos P. Panagopoulos, Panagiota P. Panagopoulos, and Magdalene P. Panagopoulos, doing business as Panagopoulos Enterprises, dated February 1, 1988, recorded in Book 13, Page 850 of the Eddy County Records, purporting to convey 7% of all oil and gas production and 7% of all monies held in suspense by the oil companies for said production on her 1/2 interest in a 60% of 1/2 interest in the 230 Acres.

- (j) Stipulation of Interest dated April 13, 1988, effective September 29, 1987, recorded in Book 18, Page 989 of the Eddy County Records, between Joe H. Beeman and Laura Meade, in which the parties stipulated to the following interests in a 1/2 interest in the 230 Acres:
  - Joe H. Beeman "1/2 of 26.25000% of 13.125% of the total interest remaining after stipulation dated September 20, 1987"
  - Laura Meade "3½% of 13.125% of the interest remaining after stipulation dated September 20, 1987"
- (k) Assignment of Production from Klipstine & Hanratty, P.C., a partnership, and from James W. Klipstine and wife, Latannia Klipstine, to Western Commerce Bank, dated October 4, 1989, recorded in Book 54, Page 895 of the Eddy County Records, assigning all of the assignors' interest in production from the 230 Acres in order to secure a debt.
- (l) Quitclaim Deed from Seminole Memorial Hospital to Martha Stribling, Thomas B. Stribling, Joe H. Beeman, Klipstine & Hanratty (a partnership composed of James W. Klipstine, Jr. and Kevin J. Hanratty), John E. Osborn, Virginia Lee Davis, Mary Jo Dickerson (a/k/a Mary Jo Beeman a/k/a Mary Jo Fields), John E. Hall III, Kirby, Ratliff, Manning & Greak, Thomas Jack Gregory, Bonnie Ruth Gregory, Clarence W. Ervin, Mary I. Ervin, and Laura Meade, dated October 31, 1989, recorded November 21, 1994 in Book 203, Page 1049 of the Eddy County Records, conveying all of the grantor's interest in a 1/2 interest in the 230 Acres. (I note that this document was executed and acknowledged by George Cristy without indication of his capacity as an officer or other representative of the grantor).
- (m) Quitclaim Mineral Deed from Joe H. Beeman to Alec G. McGonagill, dated May 11, 1990, recorded in Book 68, Page 656 of the Eddy County Records, conveying any mineral interest owned by the grantor in the 230 Acres.
- (n) Mineral Deed from Dewie B. Leach, a single man, to LBD, a limited partnership, dated August 11, 1998, recorded in Book 326, Page 201 of the Eddy County Records, conveying all of his interest in a 1/2 interest in the 230 Acres.

Whatever portion of said interests in the 230 Acres that was acquired by Thomas B. and Martha G. Stribling from the Beemans as a result of the documents above and in the prior opinions examined now appears to be owned as follows:

George O. Stribling, as his separate property	1/10
Martha J. Stribling, as her separate property	1/10
Thomas B. Stribling, Trustee for Thomas Luke Stribling Trust	1/10
George O. Stribling, Trustee for (1) Margaret Stribling (2) Robert Cain and (3) Salem Stribling	1/10
John D. Stribling, as his separate property	1/10
The Trustee or Trustees of the Trust created by Martha Stribling dated September 24, 1996	1/2

These interests are possibly subject to Lease No. 26.

Whatever portion of said interests that was acquired by John Osborn is now owned as follows:

Pamela Rae Cummings	1/4
Patricia Gae Stamps	1/4
The heirs or devisees of John W. Osborn who apparently are Geneva Floyd Osborn, Joel W. Osborn and Heather O. Ward	1/4
Sue Osborn	1/8
Mary Camille Hall	1/8

and as their separate property.

Whatever portion of said interests that was possibly retained by Joe H. Beeman as a result of the foregoing documents, if any, is now owned by Helen Beeman.

Whatever portion of said interests that was acquired by Peter A. Panagopoulos now appears to be owned by Panagopoulos Enterprises, LLC.

Whatever portion of said interests that was acquired by Thomas Jack Gregory and Bonnie R. Gregory now appears to be owned by Irma J. Gregory, Personal Representative of the Estate of Bonnie R. Gregory and the heirs of Thomas Jack Gregory. In this regard, the materials examined reflect a Proof of Death and Heirship executed by Bonnie R. Gregory, dated October 10, 1995, recorded in Book 231, Page 1112 of the Eddy County Records. This documents states that Thomas Jack Gregory died intestate July 24, 1994 in Carlsbad, New Mexico. He was survived by this wife, Bonnie R. Gregory and by his children, Irma J. Gregory, Thomas W. Gregory, William I. Gregory, and Stanley J. Gregory. Because the heirship of Thomas Jack Gregory has not been judicially determined, the title to whatever portion of said interests that passed through his estate is unmarketable. Thomas W. Gregory conveyed whatever interest he acquired from the Estate of Bonnie R. Gregory to Daniel Taschner and wife, Arin Bratcher.

Because of the problems associated with the documents described above and in the prior title opinions examined, the ownership of the 3.6/100 interest credited to the assigns of Joe H. Beeman in the 230 Acres is unmarketable and I am not able to report the ownership of it. It appears that a portion of the interest may be subject to Lease Nos. 26, 29 and 30 with the remainder being unleased.

**REQUIREMENT:** Before any proceeds of production are released to the owners of interest under Lease Nos. 26, 29 and 30 claiming to own a portion of the 3.6/100 interest in oil and gas and before obtaining oil and gas leases on the unleased portion of the 3.6/100 interest credited to the assigns of Joe H. Beeman the ownership of said interests should be clarified by quitclaims, corrections, conveyances and stipulations among all of the following potential owners and their spouses, if any, or by a quiet title judgment:

George O. Stribling, Personal Representative of the Estate of Martha Stribling  
The Trustee of a Trust created by Martha Stribling dated September 24, 1996  
T. B. Stribling, III as Successor Trustee of the Martha G. Stribling Irrevocable Trust  
George O. Stribling  
Martha J. Stribling  
Thomas B. Stribling, Trustee for Thomas Luke Stribling Trust  
George O. Stribling, Trustee for Margaret Stribling, Robert Cain and Salem Stribling  
John D. Stribling  
Chasity Garza  
Pamela Rae Cummings  
Patricia Gae Stamps  
The heirs or devisees of John W. Osborn  
Geneva Floyd Osborn  
Joel W. Osborn

Heather O. Ward  
Sue Osborn Powell  
Mary Camille Hall  
Irma J. Gregory  
Tommy W. Gregory  
Daniel Taschner  
Arin Bratcher  
William E. Gregory  
Kathy Gregory  
Brian McGonagill  
George P. McGonagill  
Cara McGonagill  
Shirley C. McGonagill  
Ralph V. Robinson  
Childs & Bishop Law Office, Inc.  
Klipstine & Hanratty  
James W. Klipstine, Jr.  
Latannia Klipstine  
Kevin J. Hanratty  
Helen Beeman  
Mary Jo Dickerson  
Virginia Lee Davis  
LBD, a limited partnership  
Charles L. Reitenger  
John Edward Hall, III  
The successor of United New Mexico Bank of Carlsbad  
First Federal Savings and Loan Association of Littlefield, Texas  
Jonathan D. Knoerdel  
Panagopoulos Enterprises, LLC  
Clarence W. Ervin  
The heirs or devisees of Mary I. Ervin  
Louis M. (Mickey) Ratliff, Jr.  
Mary D. Ratliff  
Nevill Manning  
Nolan Greak  
Seminole Memorial Hospital  
Andreas P. Panagopoulos  
Pavlos P. Panagopoulos  
Panagiota P. Panagopoulos Tendall  
Magdalene (or Magdaline) P. Panagopoulos  
Peter A. Panagopoulos

**Note:** I point out that the successors to Thomas B. Stribling and wife, Martha Stribling and Francis F. Beeman and wife, Betty J. Beeman are the owners of interests in the 230 Acres that are not affected by the foregoing matters and I have reported title to those interests separately.