

DATE IN 01/23/09	SUSPENSE	ENGINEER D. Brooks	LOGGED IN 01/28/09	TYPE NSL	APP NO. PKAA 0902849642
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ABOVE THIS LINE FOR DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



Alt: 30-045-34650
 WELL NAME: NGBU PC 257H
 CO: San Juan Devon
 GRID: 6137

ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Application Acronyms:

[NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]
 [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]
 [PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]
 [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]
 [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]
 [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]

- [1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]
 [A] Location - Spacing Unit - Simultaneous Dedication
☒ NSL ☐ NSP ☐ SD
 Check One Only for [B] or [C]
 [B] Commingling - Storage - Measurement
☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM
 [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR
 [D] Other: Specify _____
- [2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or ☐ Does Not Apply
 [A] ☐ Working, Royalty or Overriding Royalty Interest Owners
 [B] ☒ Offset Operators, Leaseholders or Surface Owner
 [C] ☐ Application is One Which Requires Published Legal Notice
 [D] ☐ Notification and/or Concurrent Approval by BLM or SLO
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
 [E] ☐ For all of the above, Proof of Notification or Publication is Attached, and/or,
 [F] ☐ Waivers are Attached
- [3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**

[4] **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is accurate and complete to the best of my knowledge. I also understand that no action will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Perry McAlister
 Print or Type Name

Perry McAlister
 Signature

Manager, Land 1-28-09
 Title Date

Perry.McAlister@devn.com
 e-mail Address



20 North Broadway
Oklahoma City, Oklahoma 73102
405-552-7843 FAX

Janet Wooldridge, CPL
Senior Landman
405-552-4626

RECEIVED

2009 JAN 23 AM 11 56

January 19, 2009

State of New Mexico
Energy and Mineral Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
Attention: Engineering

Re: Request for Administrative Exception to
Unorthodox Location
Northeast Blanco Unit No. 257H
Section 35-T31N-R7W
San Juan County, New Mexico

Gentlemen:

Devon Energy Production Company, L.P. ("Devon") as Operator, drilled the referenced Pictured Cliffs well and dedicated the Southwest Quarter (SW/4) of Section 35-T31N-R7W as the spacing unit. Devon attempted to place this well at a legal surface location that would prevent waste by incorporating the wellpad for this well with the existing wellpad for the NEBU 68N.

The original surface location was 1160' FWL and 2395' FSL of Section 35-T31N-R7W. The original BHL was 700' FSL and 1940' FWL of the same section. This put the end of the lateral 700' east and north of the quarter section or spacing unit line, a standard location. At the last minute it was noticed that due to the location of some existing equipment on this pad the rig and drilling equipment would not fit on the pad as we had it configured. We flipped the pad, moving the SL about 80' to the east. We filed a sundry with a revised C-102. The new SL is 1240' FWL and 2390' FNL, a move of about 80' to the east. The proposed BHL stayed the same, however, due to an oversight, we failed to have the directional company make this change in the proposed directional drilling plan. As a result, they were proceeding as if we were drilling from the original location, which had the final effect of moving the BHL about 80' to the east. We drilled 2209' south of the SL, which put the BHL 681' FSL and outside the 660' setback limit. We drilled 782' east of the SL, which put the BHL 618' west of the east spacing unit line. This left us 42' too close to the spacing unit line and in a NSL situation. Devon respectfully requests that the Commission administratively approve this application for an unorthodox location in accordance with Division Rule 104(F)(3).

Leasehold for the entire Section 35-T31N-R7W is Federal lease SF-079003 (Northeast Blanco Unit Tract No. 7). The SE/4 of Section 35-T31N-R7W is the spacing unit for the recently drilled NEBU 68N. This well was drilled from the same well pad as the NEBU 257H. The NEBU 68N was spud on July 19, 2008 and turned to Pictured Cliffs sales on 11/21/08, flowing 400 MCFPD.

Ownership in the NEBU 68N is identical to ownership in the NEBU 257H. In the NE/4 of Section 35 Devon completed the NEBU 68M and has obtained a Paying Well Determination. In the NW/4 of Section 35 Devon completed the NEBU 250. Devon also received a Paying Well Determination for the NEBU 250. Exhibits have been prepared and Devon will file for approval of Pictured Cliffs Participating Area Expansions 10 through 22 next week. NEBU 68M will be in Expansion 20, effective September 1, 2006. NEBU 250 will be in Expansion 22, effective July 1, 2007. Both the 250 and 68M wells have the same working interest ownership as the NEBU 257H. To the northwest of the NEBU 257H spacing unit, in the NE/4 of Section 34-T31N-R7W is the NEBU 256H well, which was only recently completed and therefore does not have a Paying Well Determination. This well also is the same ownership as the NEBU 257H. In the SE/4 of Section 34-T31N-R7W, which is directly to the west of the NEBU 257H spacing unit, there is no Pictured Cliffs well. All of Section 34-T31N-R7W is NEBU Tract 7, Federal lease SF-79003.

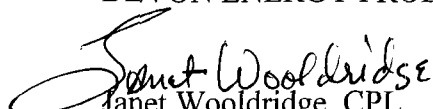
The spacing unit to the southwest of the NEBU 257H spacing unit is the NE/4 of Section 3-T30N-R7W. This is Federal Lease SF-079001, NEBU Tract 6A. There is no Pictured Cliffs well in this spacing unit. Working interest ownership is reflected on the attached plat. Directly to the south of the NEBU 257H spacing unit is the spacing unit for the recently completed NEBU 258H well. This well is not yet ready for a Paying Well Determination. The spacing unit is the NW/4 of Section 2-T30N-R7W. This is NEBU Tracts 35 and 36, State of New Mexico leases E-289-23 and E-289-24 ownership reflected on the attached plat. To the SE of NEBU 257H is the NE/4 of Section 2-T30N-R7W. To date, no Pictured Cliffs well has been drilled in this spacing unit. The leasehold is State of New Mexico E-289-3 and ownership is reflected on the attached plat.

Devon respectfully regrets drilling this well 42' too close to the spacing unit line and would like to assure you it was an unintentional oversight. That being said, we do not believe the 42' will jeopardize production from the SE/4 of Section 35-T31N-R7W nor any of the other surrounding spacing units. We anticipate the NEBU 68N will be deemed a Paying Well and will become a part of the Pictured Cliffs Participating Area as eventually will the NEBU 257H herein.

Copies of the application for approval of the Pictured Cliffs Participating Area Expansions 10 through 22 will be forwarded to you next week. Attached for your review you will find (a) land plat showing the spacing unit and surrounding units; (b) survey plat; (c) list of affected persons as defined in Rule 1207.A(2); (d) copies of notice letters to affected persons; and (e) copy of Inwell as built directional survey.

If you have any questions or concerns regarding this application, please contact me at 405-552-4626 or jan.wooldridge@dvn.com.

Sincerely,
DEVON ENERGY PRODUCTION COMPANY, L.P.


Janet Wooldridge, CPL
Senior Landman

District I
1625 N. French Dr., Hobbs NM 88240
District II
1301 W. Grand Avenue, Artesia, NM 87210
District III
1000 Rio Brazos Rd., Aztec, NM 87410
District IV
1220 St. Francis Dr., Santa Fe, NM 87505

State of New Mexico
Energy, Minerals & Natural Resources Department

OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87504-2088

Form C-102

Revised October 12, 2005

Submit to Appropriate District Office

State Lease - 4 Copies

Fee Lease - 3 Copies

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number		2 Pool Code		3 Pool Name		
4 Property Code		5 Property Name			6 Well Number	
		NEBU			# 257H	
7 OGRID No.		8 Operator Name			9 Elevation	
		Devon Energy Production Company, L.P.			6205	

10 Surface Location

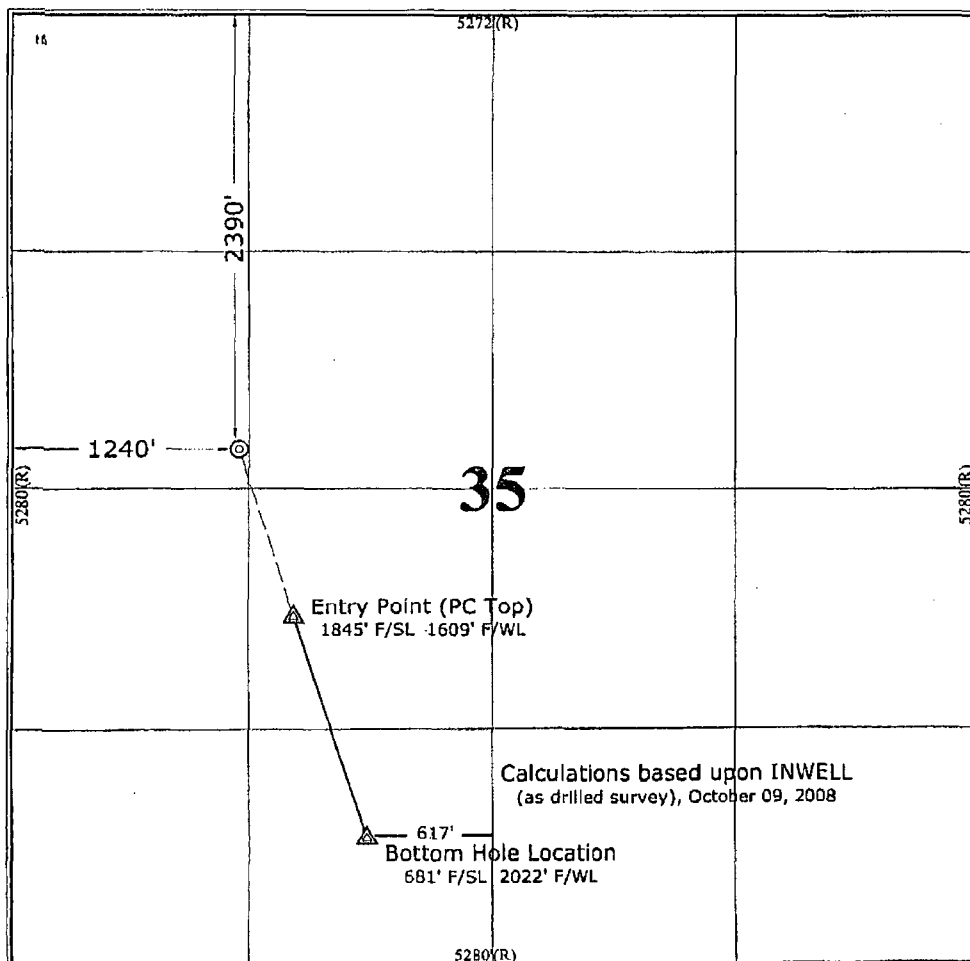
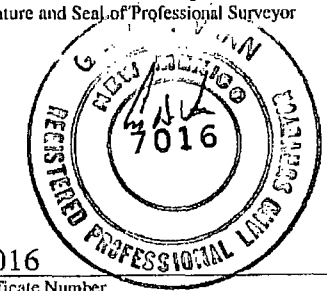
UL or Lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	35	31 N	7 W		2390	NORTH	1240	WEST	SAN JUAN

11 Bottom Hole Location If Different From Surface

UL or Lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	35	31 N	7 W		681	SOUTH	2022	WEST	SAN JUAN

12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code	15 Order No.

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

	17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. Signature _____ Date _____ Printed Name _____
	18 SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. December 4, 2008 as drilled calc. Restaked: Sept. 16, 2008 Date of Survey _____ Signature and Seal of Professional Surveyor  7016 Certificate Number

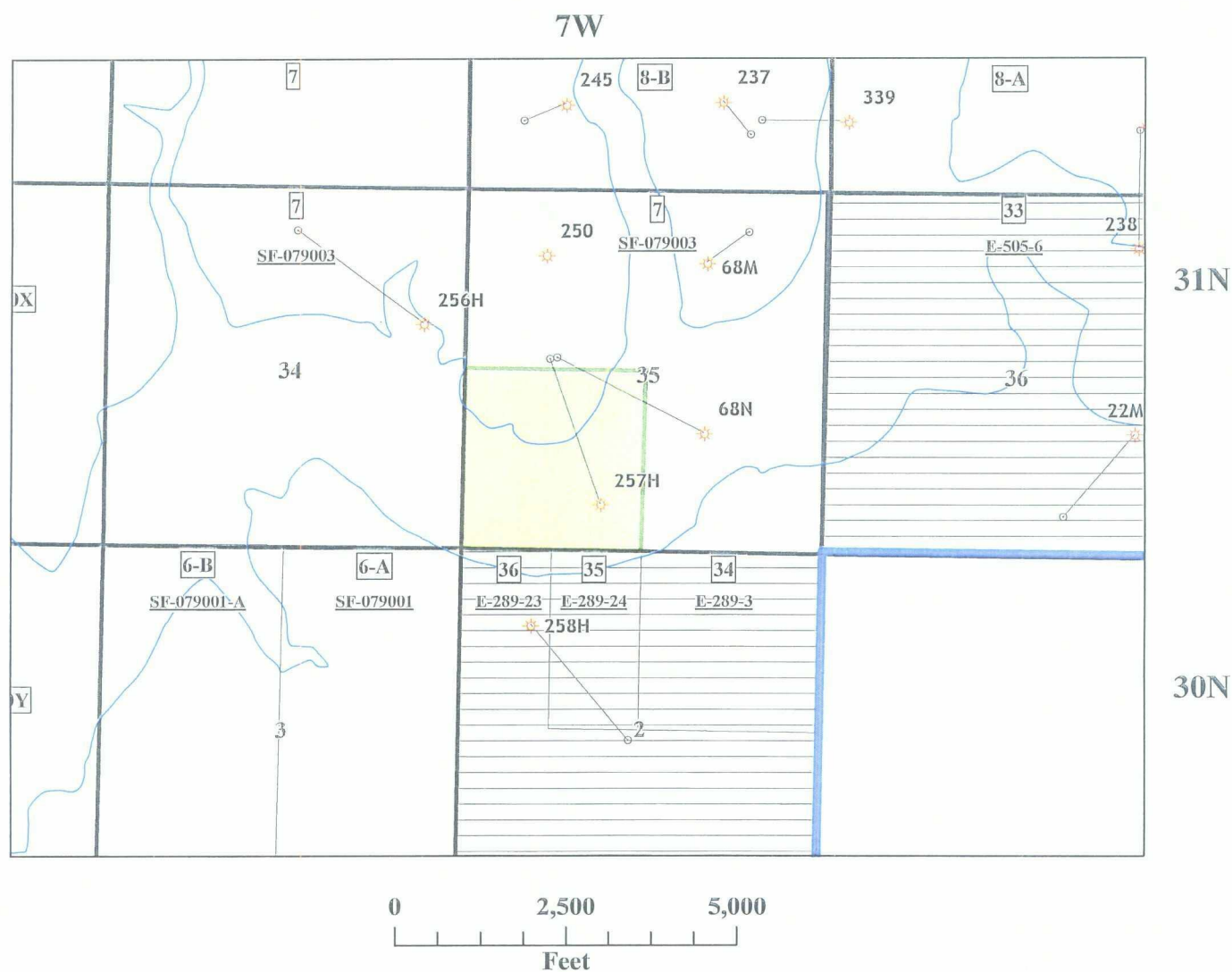
(R) - GLO Record

12/04/2008 10:03AM (GMT-06:00)

NEBU 257H

Offset Ownership

Unorthodox Location



WORKING INTEREST OWNERSHIP

NEBU 257H SW/4 Sec 35 - 31N - 7W (TR. 7)

BP America Production Company	.50000000
Burlington Resources Oil & Gas Co. L.P.	.11756569
Conoco Philips Company	.04898858
B & N Co., A Limited Partnership	.00864412
BN Non-Coal	.07050376
Devon Energy Production Company	.25429785

N/2 & SE/4 E/2 Sec. 35 - 31N - 7W and Sec. 34 - 31N - 7W (TR. 7)

SAME AS NEBU 257H TITLE

NE/4 Sec. 3 - 30N - 7W (TR. 6A)

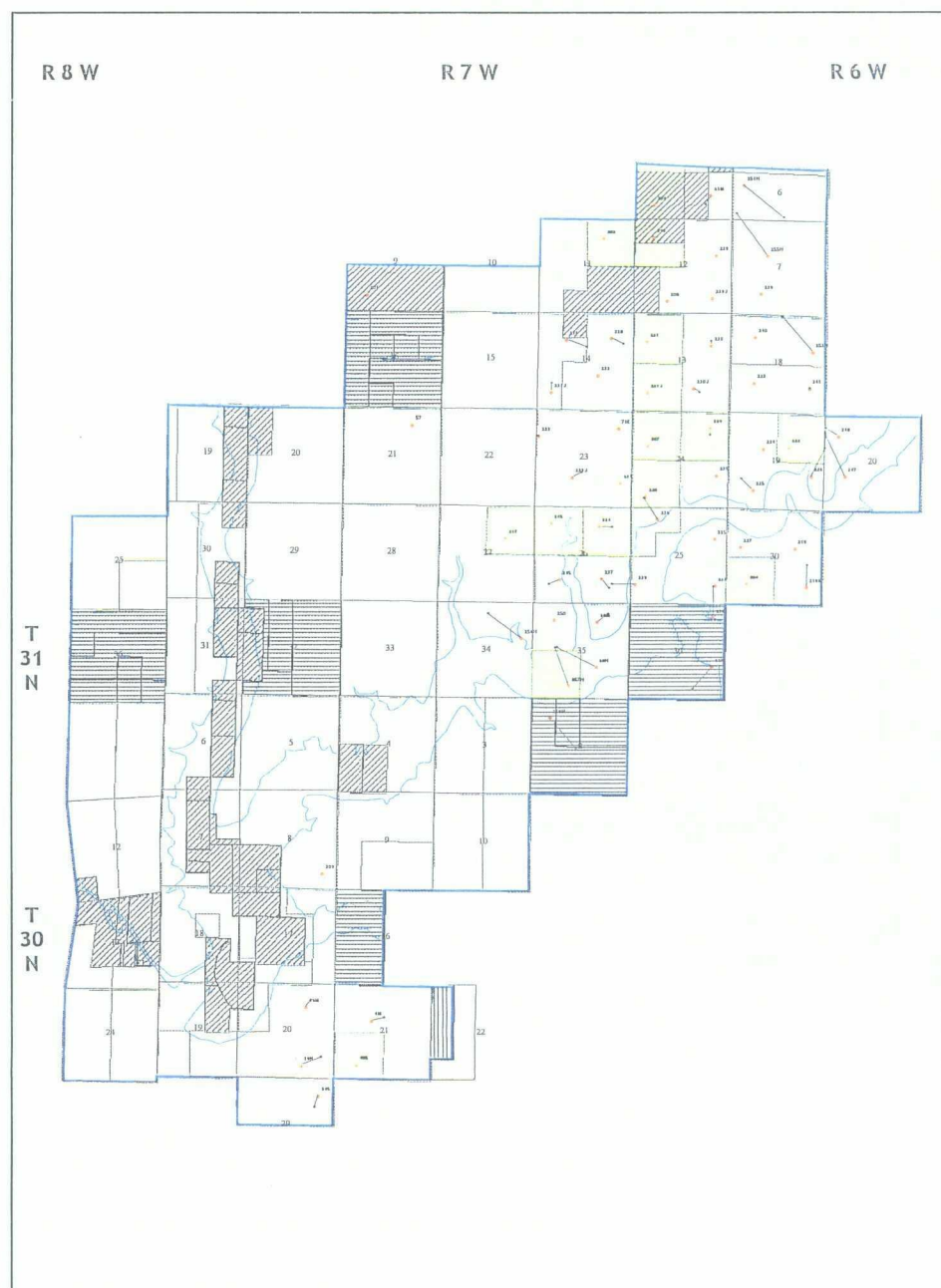
BP America Production Company	.50000000
Conoco Philips Company	.50000000

NW/4 Sec. 2-30N-7W (TRS. 36 & 35)

Williams Production Company	.18000000
Conoco Philips Company	.82000000

NE/4 Sec. 2 - 30N - 7W (TR. 34)

Forest Oil Corporation	1.00000000
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devon



Northeast Blanco Unit

San Juan and Rio Arriba, New Mexico

- NEBU 257H Spacing Unit
- Federal Lands
- Patented Lands
- State Lands
- Communitized W/ Outside Lands
- Pictured Cliff Participating Area
- Unit Outline
- 35 Tract Number
- SF-079003 Lease Number

EXHIBIT

WORKING INTEREST OWNERS

**BP America Production Company
ATTN: John Larson
501 Westlake Park Blvd.
WL1 19.158
Houston, Texas 77079**

**ConocoPhillips Company
ATTN: Ben Malone
3401 East 30th. Street
Farmington, New Mexico 87402-8807**

**Burlington Resources Oil & Gas Company
ATTN: Ben Malone
3401 East 30th. Street
Farmington, New Mexico 87402-8807**

**Forest Oil Corporation
ATTN: Ken McPhee
707 17th Street, Suite 3600
Denver, Colorado 80202**

**Williams Production Company
ATTN: Barbara Burnett, RPL
One Williams Center, MS 25-1
Tulsa, Oklahoma 74101**

**B & N Company, A Limited Partnership
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

**BN Non-Coal, LLC
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

**Devon Energy Production Company, L. P.
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

7005 3110 0002 8249 7148

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.07

Sent To BP America Production Company ATTN: John Larson 501 Westlake Park Blvd., 19.158 WL1 Houston, TX 77079	
--	--

7005 3110 0002 8249 7155

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.41

Sent To ConocoPhillips Company Burlington Resources Oil & Gas Company, LP ATTN: Ben Malone, Land Supervisor P. O. Box 4289 Farmington, NM 87499-4289	
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7005 3110 0002 8249 7162

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.07

Sent To Forest Oil Corporation ATTN: Ken McPhee 707 17th Street, #3600 Denver, CO 80202-4966	
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7005 3110 0002 8249 8596

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.07

Sent To Williams Production Company ATTN: Barbara Burnett P. O. Box 3102 MS 25-1 Tulsa, OK 74101	
---	--



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@dvn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

BP America Production Company
ATTN: John Larson
501 Westlake Park Blvd.
Room 19.158 WL 1
Houston, Texas 77079

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

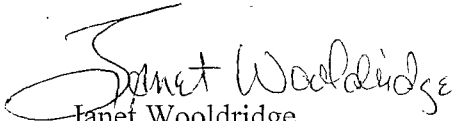
Ladies and Gentlemen:

Attached you will find Devon Energy Production Company, L. P.'s ("Devon") administrative application for approval of an unorthodox well surface location covering the referenced Pictured Cliffs well. Devon's records indicate that your company may be the owner of operating rights in an offset spacing unit and are entitled to notice of this application in accordance with Division Rule 104 (f). Objections to this application should be submitted to the NMOCD. If you have no objections to this application, please so indicate by signing and returning one copy of this letter to me at the address show above.

If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

BP America Production Company has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@devn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

ConocoPhillips Company
ATTN: Ben Malone
3401 E. 30th Street
Farmington, New Mexico 87402-8807

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

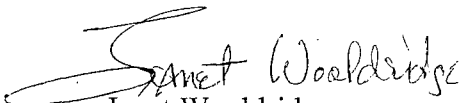
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Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

ConocoPhillips Company has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@dvn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

Burlington Resources Oil & Gas Company
ATTN: Ben Malone
3401 E. 30th Street
Farmington, New Mexico 87402-8807

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

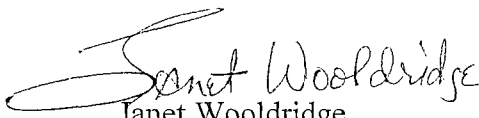
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If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

Burlington Resources Oil & Gas Company has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@devon.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

Forest Oil Corporation
ATTN: Ken McPhee
707 17th Street, Suite 3600
Denver, Colorado 80202

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

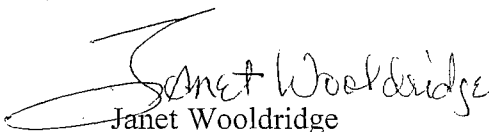
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If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

Forest Oil Corporation has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@dvn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

Williams Production Company
ATTN: Barbara Burnett, RPL
One Williams Center, MS 25-1
Tulsa, Oklahoma 74101

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

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If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.

Janet Wooldridge
Senior Division Landman

Enclosures

Williams Production Company has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____

**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION OF DEVON ENERGY PRODUCTION
COMPANY, L.P. FOR AN UNORTHODOX GAS WELL
LOCATION, NEBU WELL NO. 257H, SECTION 35,
TOWNSHIP 31 NORTH, RANGE 7 WEST,
SAN JUAN COUNTY, NEW MEXICO.**

AFFIDAVIT

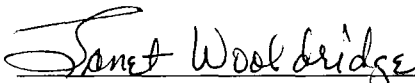
COUNTY OF OKLAHOMA)

) ss.

STATE OF OKLAHOMA)


Janet Wooldridge, being duly sworn upon her oath, deposes and states:

1. I am over the age of 18, and have personal knowledge of the matters stated herein.
2. B & N Co. and BN Non-Coal LLC are managed by Devon Energy Production Company, L.P. therefore, notice was not given to them.



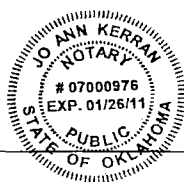
Janet Wooldridge, Senior Landman
Devon Energy Production Company, L.P.

SUBSCRIBED AND SWORN TO before me this 19th day of January, 2009 by Janet Wooldridge.



Notary Public

My Commission Expires: _____





Job Number:
Company: Devon Energy
Lease/Well: NEBU 257H
Location: San Juan County
Rig Name:
RKB:
G.L. or M.S.L.:

State/Country: New Mexico
Declination:
Grid:
File name: J:\CUST08~1\SURVEYS\DEVON\08229.SVY
Date/Time: 09-Oct-08 / 07:31
Curve Name: AS Drilled

Inwell, Inc

WINSERVE SURVEY CALCULATIONS
Minimum Curvature Method
Vertical Section Plane 160.40
Vertical Section Referenced to Wellhead
Rectangular Coordinates Referenced to Wellhead

Measured Depth FT	Incl Angle Deg	Drift Direction Deg	True Vertical Depth	N-S FT	E-W FT	Vertical Section		C L O S U R E		Dogleg Severity Deg/100
						FT	Deg	Distance FT	Direction Deg	
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2305.42	.00	.00	2305.42	.00	.00	.00	.00	.00	.00	.00
2347.00	3.00	195.80	2346.98	-1.05	-.30	.89		1.09	195.80	7.22
2440.00	7.40	180.00	2439.58	-9.38	-.96	8.52		9.43	185.84	4.93
2533.00	14.10	181.10	2530.90	-26.72	-1.18	24.77		26.74	182.52	7.21
2625.00	22.90	174.00	2618.07	-55.78	.48	52.71		55.79	179.50	9.86
2719.00	34.80	166.90	2700.28	-100.27	8.50	97.31		100.63	175.15	13.15
2811.00	43.00	163.40	2771.82	-156.01	23.44	154.83		157.76	171.45	9.22
2903.00	46.60	161.90	2837.09	-217.86	42.80	219.59		222.03	168.89	4.08
2996.00	58.90	162.10	2893.28	-288.13	65.62	293.45		295.51	167.17	13.23

Measured Depth FT	Incl Angle Deg	Drift Direction Deg	True Vertical Depth	N-S FT	E-W FT	Vertical Section FT	CLOSURE Distance FT	Direction Deg	Dogleg Severity Deg/100
3089.00	68.80	161.40	2934.21	-367.31	91.75	376.81	378.60	165.97	10.67
3182.00	73.40	158.40	2964.34	-449.89	122.01	464.75	466.14	164.83	5.81
3276.00	73.10	156.50	2991.43	-533.02	156.52	554.64	555.52	163.64	1.96
3368.00	75.50	156.80	3016.32	-614.33	191.62	643.01	643.52	162.68	2.63
3460.00	75.70	155.90	3039.20	-695.95	227.37	731.90	732.15	161.91	.97
3553.00	75.10	156.40	3062.64	-778.26	263.76	821.65	821.74	161.28	.83
3647.00	75.10	158.30	3086.82	-862.09	298.74	912.35	912.38	160.89	1.95
3742.00	75.00	159.00	3111.33	-947.58	332.15	1004.09	1004.10	160.68	.72
3794.00	75.70	159.60	3124.48	-994.64	349.94	1054.39	1054.40	160.62	1.75
PC Top @ 3850' MD/3138' TVD									
3848.99	75.82	159.03	3138.00	-1044.50	368.76	1107.68	1107.68	160.55	1.03
3968.00	76.10	157.80	3166.87	-1151.86	411.24	1223.07	1223.07	160.35	1.03
4062.00	82.20	158.90	3184.56	-1237.63	445.27	1315.28	1315.29	160.21	6.59
4156.00	86.30	160.30	3193.97	-1325.27	477.86	1408.78	1408.79	160.17	4.61
4247.00	91.30	161.20	3195.88	-1411.13	507.84	1499.73	1499.74	160.21	5.58
4341.00	93.00	162.10	3192.35	-1500.29	537.42	1593.63	1593.64	160.29	2.05
4433.00	92.00	161.80	3188.34	-1587.68	565.89	1685.51	1685.51	160.38	1.13
4526.00	91.80	161.30	3185.25	-1675.85	595.31	1778.44	1778.44	160.44	.58
4620.00	91.60	161.40	3182.47	-1764.87	625.36	1872.39	1872.39	160.49	.24
4713.00	91.60	160.30	3179.87	-1852.69	655.85	1965.35	1965.35	160.51	1.18
4807.00	91.30	160.40	3177.49	-1941.19	687.45	2059.32	2059.32	160.50	.34
4899.00	91.10	160.90	3175.56	-2027.97	717.93	2151.30	2151.30	160.51	.59
4991.00	92.00	160.30	3173.07	-2114.71	748.48	2243.26	2243.26	160.51	1.18
5022.00	91.00	160.60	3172.26	-2143.92	758.85	2274.25	2274.25	160.51	3.37
Projected to Bit									
5091.00	91.00	160.60	3171.06	-2208.99	781.76	2343.24	2343.24	160.51	.00



20 North Broadway
Oklahoma City, Oklahoma 73102
405-552-7843 FAX

Janet Wooldridge, CPL
Senior Landman
405-552-4626

RECEIVED

2009 JAN 23 AM 11 56

January 19, 2009

State of New Mexico
Energy and Mineral Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
Attention: Engineering

Re: Request for Administrative Exception to
Unorthodox Location
Northeast Blanco Unit No. 257H
Section 35-T31N-R7W
San Juan County, New Mexico

Gentlemen:

Devon Energy Production Company, L.P. ("Devon") as Operator, drilled the referenced Pictured Cliffs well and dedicated the Southwest Quarter (SW/4) of Section 35-T31N-R7W as the spacing unit. Devon attempted to place this well at a legal surface location that would prevent waste by incorporating the wellpad for this well with the existing wellpad for the NEBU 68N.

The original surface location was 1160' FWL and 2395' FSL of Section 35-T31N-R7W. The original BHL was 700' FSL and 1940' FWL of the same section. This put the end of the lateral 700' east and north of the quarter section or spacing unit line, a standard location. At the last minute it was noticed that due to the location of some existing equipment on this pad the rig and drilling equipment would not fit on the pad as we had it configured. We flipped the pad, moving the SL about 80' to the east. We filed a sundry with a revised C-102. The new SL is 1240' FWL and 2390' FNL, a move of about 80' to the east. The proposed BHL stayed the same, however, due to an oversight, we failed to have the directional company make this change in the proposed directional drilling plan. As a result, they were proceeding as if we were drilling from the original location, which had the final effect of moving the BHL about 80' to the east. We drilled 2209' south of the SL, which put the BHL 681' FSL and outside the 660' setback limit. We drilled 782' east of the SL, which put the BHL 618' west of the east spacing unit line. This left us 42' too close to the spacing unit line and in a NSL situation. Devon respectfully requests that the Commission administratively approve this application for an unorthodox location in accordance with Division Rule 104(F)(3).

Leasehold for the entire Section 35-T31N-R7W is Federal lease SF-079003 (Northeast Blanco Unit Tract No. 7). The SE/4 of Section 35-T31N-R7W is the spacing unit for the recently drilled NEBU 68N. This well was drilled from the same well pad as the NEBU 257H. The NEBU 68N was spud on July 19, 2008 and turned to Pictured Cliffs sales on 11/21/08, flowing 400 MCFPD.

Ownership in the NEBU 68N is identical to ownership in the NEBU 257H. In the NE/4 of Section 35 Devon completed the NEBU 68M and has obtained a Paying Well Determination. In the NW/4 of Section 35 Devon completed the NEBU 250. Devon also received a Paying Well Determination for the NEBU 250. Exhibits have been prepared and Devon will file for approval of Pictured Cliffs Participating Area Expansions 10 through 22 next week. NEBU 68M will be in Expansion 20, effective September 1, 2006. NEBU 250 will be in Expansion 22, effective July 1, 2007. Both the 250 and 68M wells have the same working interest ownership as the NEBU 257H. To the northwest of the NEBU 257H spacing unit, in the NE/4 of Section 34-T31N-R7W is the NEBU 256H well, which was only recently completed and therefore does not have a Paying Well Determination. This well also is the same ownership as the NEBU 257H. In the SE/4 of Section 34-T31N-R7W, which is directly to the west of the NEBU 257H spacing unit, there is no Pictured Cliffs well. All of Section 34-T31N-R7W is NEBU Tract 7, Federal lease SF-79003.

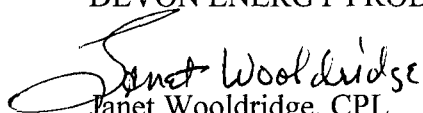
The spacing unit to the southwest of the NEBU 257H spacing unit is the NE/4 of Section 3-T30N-R7W. This is Federal Lease SF-079001, NEBU Tract 6A. There is no Pictured Cliffs well in this spacing unit. Working interest ownership is reflected on the attached plat. Directly to the south of the NEBU 257H spacing unit is the spacing unit for the recently completed NEBU 258H well. This well is not yet ready for a Paying Well Determination. The spacing unit is the NW/4 of Section 2-T30N-R7W. This is NEBU Tracts 35 and 36, State of New Mexico leases E-289-23 and E-289-24 ownership reflected on the attached plat. To the SE of NEBU 257H is the NE/4 of Section 2-T30N-R7W. To date, no Pictured Cliffs well has been drilled in this spacing unit. The leasehold is State of New Mexico E-289-3 and ownership is reflected on the attached plat.

Devon respectfully regrets drilling this well 42' too close to the spacing unit line and would like to assure you it was an unintentional oversight. That being said, we do not believe the 42' will jeopardize production from the SE/4 of Section 35-T31N-R7W nor any of the other surrounding spacing units. We anticipate the NEBU 68N will be deemed a Paying Well and will become a part of the Pictured Cliffs Participating Area as eventually will the NEBU 257H herein.

Copies of the application for approval of the Pictured Cliffs Participating Area Expansions 10 through 22 will be forwarded to you next week. Attached for your review you will find (a) land plat showing the spacing unit and surrounding units; (b) survey plat; (c) list of affected persons as defined in Rule 1207.A(2); (d) copies of notice letters to affected persons; and (e) copy of Inwell as built directional survey.

If you have any questions or concerns regarding this application, please contact me at 405-552-4626 or jan.wooldridge@devon.com.

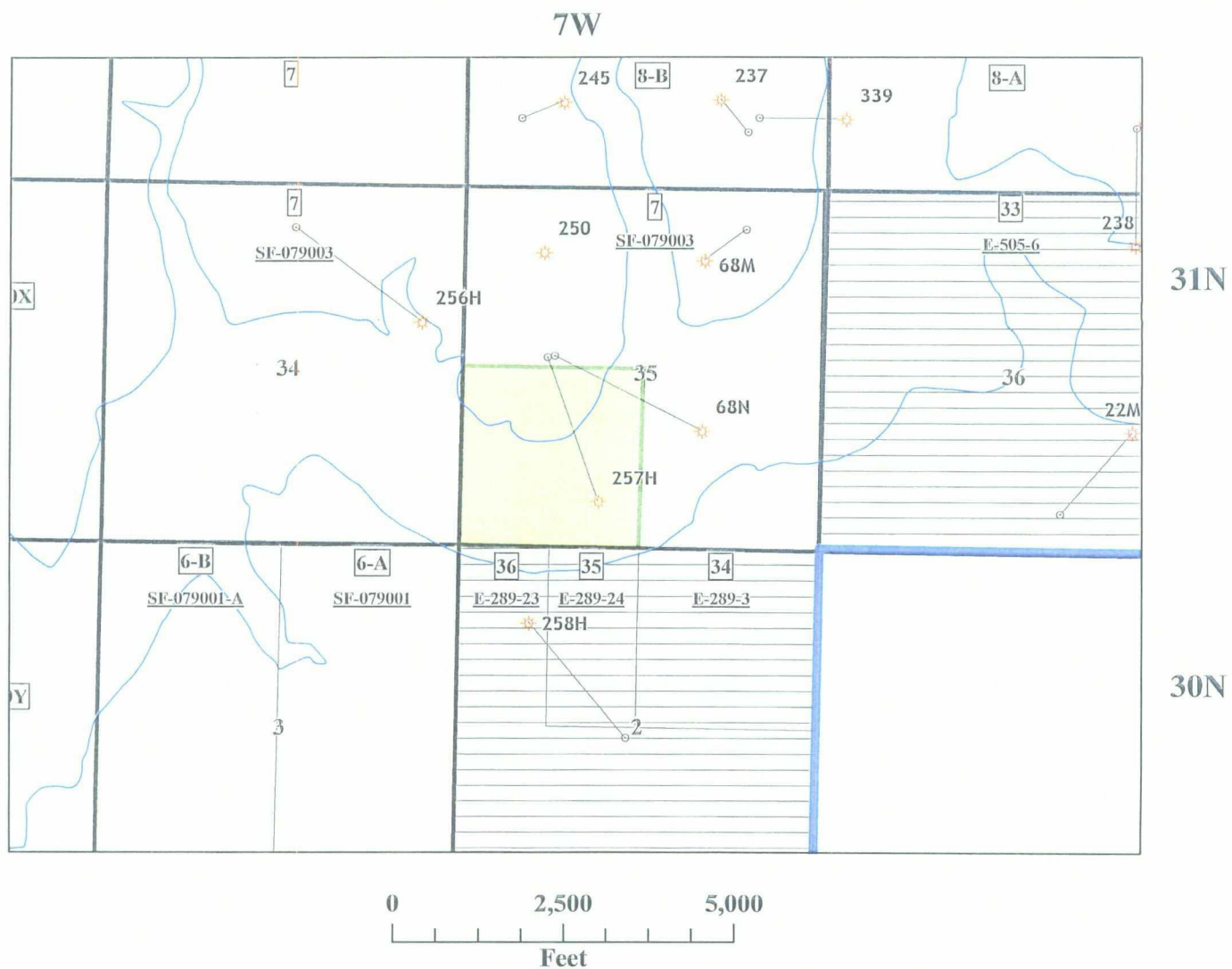
Sincerely,
DEVON ENERGY PRODUCTION COMPANY, L.P.


Janet Wooldridge, CPL
Senior Landman

NEBU 257H

Offset Ownership

Unorthodox Location



WORKING INTEREST OWNERSHIP

NEBU 257H SW/4 Sec 35 - 31N - 7W (TR. 7)

BP America Production Company	.50000000
Burlington Resources Oil & Gas Co. L.P.	.11756569
Conoco Philips Company	.04898858
B & N Co., A Limited Partnership	.00864412
BN Non-Coal	.07050376
Devon Energy Production Company	.25429785

N/2 & SE/4 E/2 Sec. 35 - 31N - 7W and Sec. 34 - 31N - 7W (TR. 7)

SAME AS NEBU 257H TITLE

NE/4 Sec. 3 - 30N - 7W (TR. 6A)

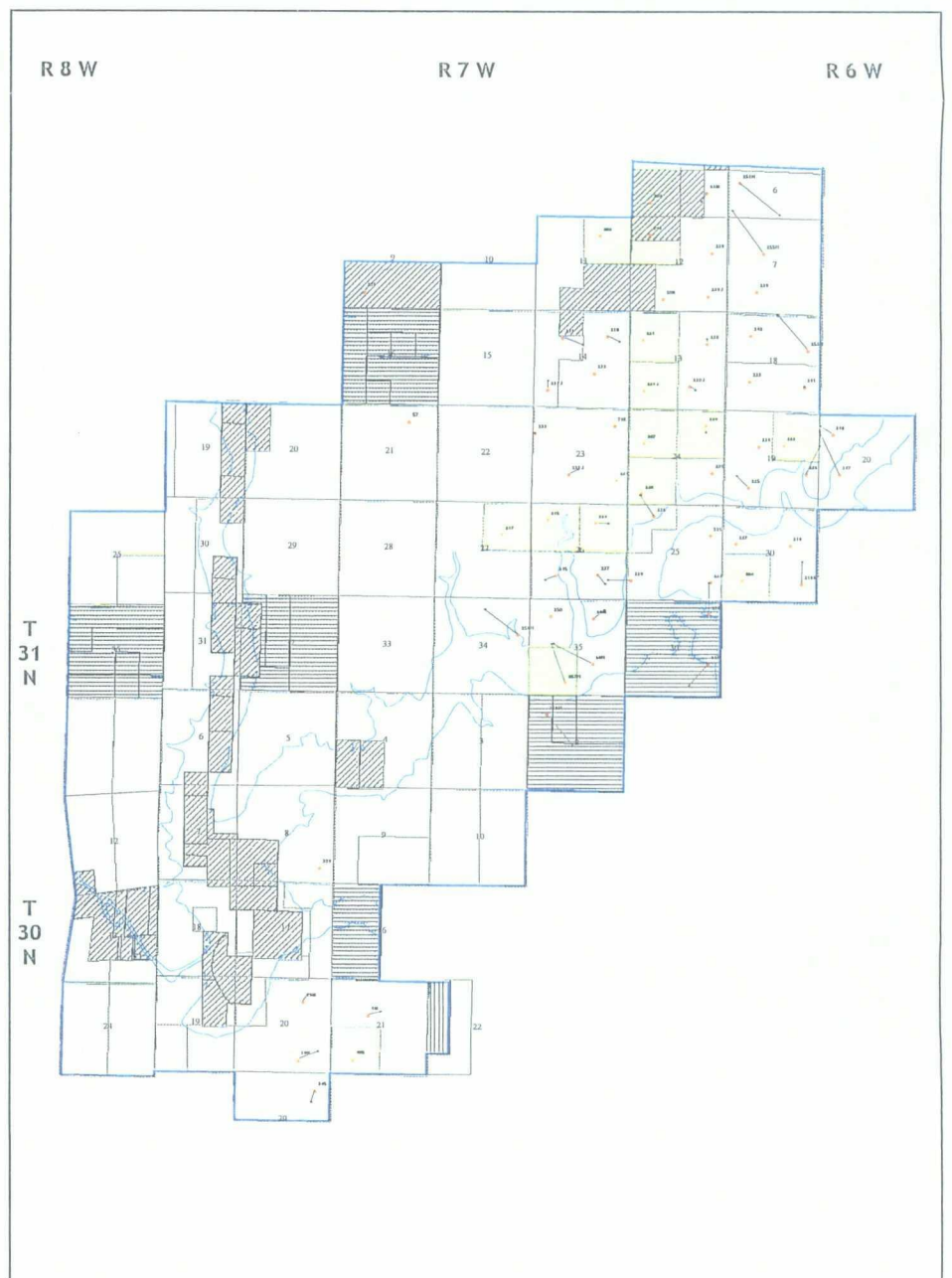
BP America Production Company	.50000000
Conoco Philips Company	.50000000

NW/4 Sec. 2-30N-7W (TRS. 36 & 35)

Williams Production Company	.18000000
Conoco Philips Company	.82000000

NE/4 Sec. 2 - 30N - 7W (TR. 34)

Forest Oil Corporation	1.00000000
------------------------	------------



devon



Northeast Blanco Unit

San Juan and Rio Arriba, New Mexico

- NEBU 257H Spacing Unit
- Federal Lands
- Patented Lands
- State Lands
- Communitized W/ Outside Lands
- Pictured Cliff Participating Area
- Unit Outline
- 35 Tract Number
- SF-079003 Lease Number

District I
1625 N. French Dr., Hobbs NM 88240
District II
1301 W. Grand Avenue, Artesia, NM 87210
District III
1000 Rio Brazos Rd., Aztec, NM 87410
District IV
1220 St. Francis Dr., Santa Fe, NM 87505

State of New Mexico
Energy, Minerals & Natural Resources Department

OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87504-2088

Form C-102

Revised October 12, 2005

Submit to Appropriate District Office

State Lease - 4 Copies

Fee Lease - 3 Copies

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number		2 Pool Code		3 Pool Name	
4 Property Code		5 Property Name			6 Well Number
		NEBU			# 257H
7 OGRID No.		8 Operator Name			9 Elevation
		Devon Energy Production Company, L.P.			6205

10 Surface Location

UL or Lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	35	31 N	7 W		2390	NORTH	1240	WEST	SAN JUAN

11 Bottom Hole Location If Different From Surface

12 UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	35	31 N	7 W		681	SOUTH	2022	WEST	SAN JUAN

13 Dedicated Acres	14 Joint or Infill	15 Consolidation Code	16 Order No.

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

16	2390'	5272(R)	35	1240'	5280(R)	17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. Signature _____ Date _____ Printed Name _____
Entry Point (PC Top) 1845' F/SL 1609' F/WL 617' Bottom Hole Location 681' F/SL 2022' F/WL Calculations based upon INWELL (as drilled survey), October 09, 2008 5280(R)						

(R) - GLO Record

12/04/2008 10:03AM (GMT-06:00)

EXHIBIT

WORKING INTEREST OWNERS

**BP America Production Company
ATTN: John Larson
501 Westlake Park Blvd.
WL1 19.158
Houston, Texas 77079**

**ConocoPhillips Company
ATTN: Ben Malone
3401 East 30th. Street
Farmington, New Mexico 87402-8807**

**Burlington Resources Oil & Gas Company
ATTN: Ben Malone
3401 East 30th. Street
Farmington, New Mexico 87402-8807**

**Forest Oil Corporation
ATTN: Ken McPhee
707 17th Street, Suite 3600
Denver, Colorado 80202**

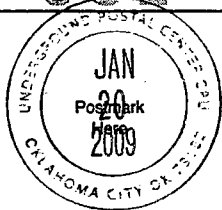
**Williams Production Company
ATTN: Barbara Burnett, RPL
One Williams Center, MS 25-1
Tulsa, Oklahoma 74101**

**B & N Company, A Limited Partnership
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

**BN Non-Coal, LLC
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

**Devon Energy Production Company, L. P.
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

7005 3110 0002 8249 7148

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 6.07	
Sent To BP America Production Company ATTN: John Larson 501 Westlake Park Blvd., 19.158 WL1 Houston, TX 77079	


7005 3110 0002 8249 7155

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 6.41	
ConocoPhillips Company Burlington Resources Oil & Gas Company, LP ATTN: Ben Malone, Land Supervisor P. O. Box 4289 Farmington, NM 87499-4289	

7005 3110 0002 8249 7162

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 6.07	
Sent To Forest Oil Corporation ATTN: Ken McPhee 707 17th Street, #3600 Denver, CO 80202-4966	

7005 3110 0002 8249 8596

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 6.07	
Williams Production Company ATTN: Barbara Burnett P. O. Box 3102 MS 25-1 Tulsa, OK 74101	



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@devn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

BP America Production Company
ATTN: John Larson
501 Westlake Park Blvd.
Room 19.158 WL 1
Houston, Texas 77079

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

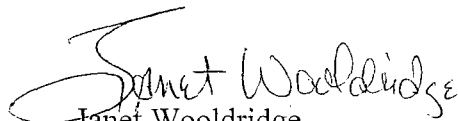
Ladies and Gentlemen:

Attached you will find Devon Energy Production Company, L. P.'s ("Devon") administrative application for approval of an unorthodox well surface location covering the referenced Pictured Cliffs well. Devon's records indicate that your company may be the owner of operating rights in an offset spacing unit and are entitled to notice of this application in accordance with Division Rule 104 (f). Objections to this application should be submitted to the NMOCD. If you have no objections to this application, please so indicate by signing and returning one copy of this letter to me at the address show above.

If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

BP America Production Company has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@devn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

ConocoPhillips Company
ATTN: Ben Malone
3401 E. 30th Street
Farmington, New Mexico 87402-8807

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

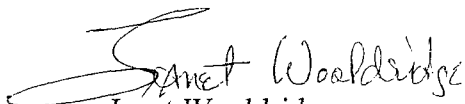
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Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

ConocoPhillips Company has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@dvn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

Burlington Resources Oil & Gas Company
ATTN: Ben Malone
3401 E. 30th Street
Farmington, New Mexico 87402-8807

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

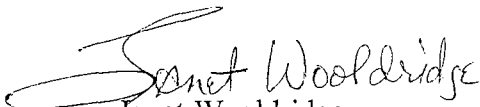
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If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

Burlington Resources Oil & Gas Company has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@devon.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

Forest Oil Corporation
ATTN: Ken McPhee
707 17th Street, Suite 3600
Denver, Colorado 80202

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

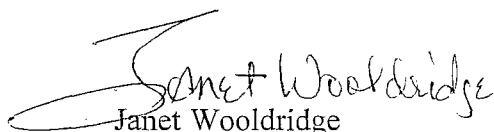
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If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

Forest Oil Corporation has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@dvn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

Williams Production Company
ATTN: Barbara Burnett, RPL
One Williams Center, MS 25-1
Tulsa, Oklahoma 74101

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

Ladies and Gentlemen:

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If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.

Janet Wooldridge
Senior Division Landman

Enclosures

Williams Production Company has no objection to this administrative application for unorthodox surface location.

By: _____

Date: _____

Title: _____

**APPLICATION OF DEVON ENERGY PRODUCTION
COMPANY, L.P. FOR AN UNORTHODOX GAS WELL
LOCATION, NEBU WELL NO. 257H, SECTION 35,
TOWNSHIP 31 NORTH, RANGE 7 WEST,
SAN JUAN COUNTY, NEW MEXICO.**

COUNTY OF OKLAHOMA)
) ss.
STATE OF OKLAHOMA)

1. I am over the age of 18, and have personal knowledge of the matters stated herein.
2. B & N Co. and BN Non-Coal LLC are managed by Devon Energy Production Company, L.P. therefore, notice was not given to them.

SUBSCRIBED AND SWORN TO before me this 19th day of January, 2009 by Janet Wooldridge.




Notary Public



Job Number:
Company: Devon Energy
Lease/Well: NEBU 257H
Location: San Juan County
Rig Name:
RKB:
G.L. or M.S.L.:

State/Country: New Mexico
Declination:
Grid:
File name: J:\CUST08-1\SURVEYS\DEVON\08229.SVY
Date/Time: 09-Oct-08 / 07:31
Curve Name: AS Drilled

Inwell, Inc

WINSERVE SURVEY CALCULATIONS
Minimum Curvature Method
Vertical Section Plane 160.40
Vertical Section Referenced to Wellhead
Rectangular Coordinates Referenced to Wellhead

Measured Depth FT	Incl Angle Deg	Drift Direction Deg	True Vertical Depth	N-S FT	E-W FT	Vertical Section		C L O S U R E		Dogleg Severity Deg/100
						FT	FT	Distance FT	Direction Deg	
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2305.42	.00	.00	2305.42	.00	.00	.00	.00	.00	.00	.00
2347.00	3.00	195.80	2346.98	-1.05	-.30	.89	.89	1.09	195.80	7.22
2440.00	7.40	180.00	2439.58	-9.38	-.96	8.52	8.52	9.43	185.84	4.93
2533.00	14.10	181.10	2530.90	-26.72	-1.18	24.77	24.77	26.74	182.52	7.21
2625.00	22.90	174.00	2618.07	-55.78	.48	52.71	52.71	55.79	179.50	9.86
2719.00	34.80	166.90	2700.28	-100.27	8.50	97.31	97.31	100.63	175.15	13.15
2811.00	43.00	163.40	2771.82	-156.01	23.44	154.83	154.83	157.76	171.45	9.22
2903.00	46.60	161.90	2837.09	-217.86	42.80	219.59	219.59	222.03	168.89	4.08
2996.00	58.90	162.10	2893.28	-288.13	65.62	293.45	293.45	295.51	167.17	13.23

Measured Depth FT	Incl Angle Deg	Drift Direction Deg	True Vertical Depth	N-S FT	E-W FT	Vertical Section FT	C L O S U R E		Dogleg Severity Deg/100
							Distance FT	Direction Deg	
3089.00	68.80	161.40	2934.21	-367.31	91.75	376.81	378.60	165.97	10.67
3182.00	73.40	158.40	2964.34	-449.89	122.01	464.75	466.14	164.83	5.81
3276.00	73.10	156.50	2991.43	-533.02	156.52	554.64	555.52	163.64	1.96
3368.00	75.50	156.80	3016.32	-614.33	191.62	643.01	643.52	162.68	2.63
3460.00	75.70	155.90	3039.20	-695.95	227.37	731.90	732.15	161.91	.97
3553.00	75.10	156.40	3062.64	-778.26	263.76	821.65	821.74	161.28	.83
3647.00	75.10	158.30	3086.82	-862.09	298.74	912.35	912.38	160.89	1.95
3742.00	75.00	159.00	3111.33	-947.58	332.15	1004.09	1004.10	160.68	.72
3794.00	75.70	159.60	3124.48	-994.64	349.94	1054.39	1054.40	160.62	1.75
PC Top @ 3850' MD/3138' TVD									
3848.99	75.82	159.03	3138.00	-1044.50	368.76	1107.68	1107.68	160.55	1.03
3968.00	76.10	157.80	3166.87	-1151.86	411.24	1223.07	1223.07	160.35	1.03
4062.00	82.20	158.90	3184.56	-1237.63	445.27	1315.28	1315.29	160.21	6.59
4156.00	86.30	160.30	3193.97	-1325.27	477.86	1408.78	1408.79	160.17	4.61
4247.00	91.30	161.20	3195.88	-1411.13	507.84	1499.73	1499.74	160.21	5.58
4341.00	93.00	162.10	3192.35	-1500.29	537.42	1593.63	1593.64	160.29	2.05
4433.00	92.00	161.80	3188.34	-1587.68	565.89	1685.51	1685.51	160.38	1.13
4526.00	91.80	161.30	3185.25	-1675.85	595.31	1778.44	1778.44	160.44	.58
4620.00	91.60	161.40	3182.47	-1764.87	625.36	1872.39	1872.39	160.49	.24
4713.00	91.60	160.30	3179.87	-1852.69	655.85	1965.35	1965.35	160.51	1.18
4807.00	91.30	160.40	3177.49	-1941.19	687.45	2059.32	2059.32	160.50	.34
4899.00	91.10	160.90	3175.56	-2027.97	717.93	2151.30	2151.30	160.51	.59
4991.00	92.00	160.30	3173.07	-2114.71	748.48	2243.26	2243.26	160.51	1.18
5022.00	91.00	160.60	3172.26	-2143.92	758.85	2274.25	2274.25	160.51	3.37
Projected to Bit									
5091.00	91.00	160.60	3171.06	-2208.99	781.76	2343.24	2343.24	160.51	.00



New Mexico Energy, Minerals and Natural Resources Department

Bill Richardson
Governor

Joanna Prukop
Cabinet Secretary
Reese Fullerton
Deputy Cabinet Secretary

Mark Fesmire
Division Director
Oil Conservation Division



February 18, 2009

Ms. Janet Wooldridge
Devon Energy Production Company, L.P.
20 North Broadway
Oklahoma City, OK 73102
FAX No. 405-552-7843

**Re: Northeast Blanco Unit Well No. 257H
Unit E, Section 35-31N-7W
San Juan County, New Mexico
Non-Standard Location application**

Dear Ms. Wooldridge:

In reviewing this application, I noticed that the notice letters you sent to offsetting interest owners do not include the statement required by Division Rule Part 15, Section 13.D to the effect that any objection must be filed with the division *"within 20 days from the date the division received the application."*

Accordingly it is necessary that offsetting owners be re-noticed. However, based on my examination of the title information you have supplied, I believe the only notice required for this application was to Forest Oil Corporation, the leasehold owner in the NE/4 of Section 2-30N-7W. Although the location also encroaches toward the SE/4 of Section 35-31N-7W, you have represented that ownership of that unit is identical to ownership of the SW/4 of Section 35. Therefore no notice to owners in the SE/4 of Section 35 is required.

Please re-notice Forest, including the required language, and we will process the application after 20 days from the date of the new notice. Alternatively, we will process the application if you supply a waiver of notice signed by Forest.

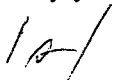


February 18, 2009

Page 2

If you have questions or other concerns, please feel free to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Brooks', is written over the closing 'yours,'.

David K. Brooks

Legal Examiner

505-476-3450

david.brooks@state.nm.us



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Jo Ann Kerran
ja.kerran@dvn.com
405-552-8156

2009 FEB 25 PM 1 25

February 24, 2009

State of New Mexico
Oil Conservation Division
ATTN: David K. Brooks
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

**RE: Waiver of Notice of Application for
Administrative Exception – Non-Standard Location
Northeast Blanco Unit Well No. 257H
Unit E, Section 35-T31N-R7W
San Juan County, New Mexico**

Dear Mr. Brooks:

Enclosed is a Waiver of Notice from Omimex Petroleum, Inc., successor to interest of Forest Oil Corporation, with respect to the Non-Standard Location Exception for the NEBU 257H well.

If you need additional information or assistance, please contact Janet Wooldridge at 405-552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.

Jo Ann Kerran
Land Associate

Enclosures



20 North Broadway
Oklahoma City, Oklahoma 73102
405-552-7843 FAX

Janet Wooldridge, CPL
Senior Landman
405-552-4626

February 23, 2009

Omimex Petroleum, Inc.
2001 Beach Street, Suite 810
Fort Worth, Texas 76103
Attention: Clark P. Storm, Vice President

Re: Waiver of Notice of Application for
Administrative Exception - Non-Standard Location
Northeast Blanco Unit Well No 257H
Unit E, Section 35-T31N-R7W
San Juan County, New Mexico

Gentlemen:

On January 19, 2008 Devon Energy Production Company, L.P. ("Devon") sent notice by certified mail to your predecessor in title, Forest Oil Corporation, of Devon's administrative application for approval of an unorthodox well location covering the NEBU 257H Pictured Cliffs well. On June 30th, 2009 Omimex Petroleum, Inc. ("Omimex") provided documentation to Devon that Omimex now owned the interest in this property formerly held by Forest Oil Corporation. In addition, Omimex, as successor by assignment to Forest Oil Corporation, provided written declaration of no objection to this administrative application for unorthodox location.

Unfortunately, Devon erred in its January 19, 2009 notice and failed to properly advise you that as an offsetting interest owner to the NEBU 257H property and in accordance with Division Rule Part 15, Section 13.D you have the right to object to said administrative application for approval of an unorthodox well location covering the NEBU 257H Pictured Cliffs well and that said objection must be filed with the New Mexico Oil Conservation Division within 20 days from the date the division received said application. By re-noticing you with the required language, essentially the application will begin a new 20 day notice period. Alternatively, we may supply a waiver of notice executed by you to the New Mexico Oil Conservation Division.

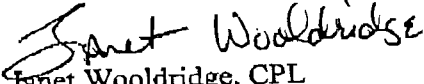
It is Devon's desire to prevent any further delay in the processing of the referenced application. If you are in agreement to a waiver of notice with respect to this corrected notice, please so indicate by signing and returning one copy of this letter to me at the address shown above.

Should you have any questions, please contact me at 405-552-4626.

Omimex Petroleum, Inc.
February 23, 2009
Page 2

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L.P.


Janet Wooldridge, CPL

Omimex Petroleum, Inc. successor by assignment to Forest Oil Corporation hereby waives notice of this administrative application for unorthodox location for the NEBU 257H well.

By: 

Date: 2-23-09

Title: CLARK P. STORMS
Vice President Land & Legal



Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@devn.com
405-552-4626

Certified Mail – Return Receipt Requested

January 19, 2009

Forest Oil Corporation
ATTN: Ken McPhee
707 17th Street, Suite 3600
Denver, Colorado 80202

**RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico**

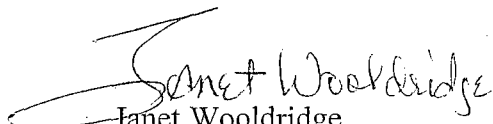
Ladies and Gentlemen:

Attached you will find Devon Energy Production Company, L. P.'s ("Devon") administrative application for approval of an unorthodox well surface location covering the referenced Pictured Cliffs well. Devon's records indicate that your company may be the owner of operating rights in an offset spacing unit and are entitled to notice of this application in accordance with Division Rule 104 (f). Objections to this application should be submitted to the NMOCD. If you have no objections to this application, please so indicate by signing and returning one copy of this letter to me at the address show above.

If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.


Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L. P.


Janet Wooldridge
Senior Division Landman

Enclosures

Ominox Petroleum, Inc., successor by assignment to Forest Oil Corporation
~~Forest Oil Corporation~~ has no objection to this administrative application for unorthodox surface location.

By:  _____

Date: Jan 30, 2009

Title: Vice President



Omimex Resources, Inc.

Omimex Energy, Inc.
Omimex Petroleum, Inc.
Omimex Canada, Ltd.

January 30, 2009



Ms. Janet Wooldridge
Devon Energy Corporation
20 North Broadway
Oklahoma City, Oklahoma 73102-8260

Re: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico

Dear Ms. Wooldridge:

Omimex Petroleum, Inc. is successor to Forest Oil Corporation in the above referenced well as signified by General Assignment, Bill of Sale, Conveyance and Assumption dated November 25, 2008 but effective December 1, 2008, by and between Forest Oil Corporation and Omimex Petroleum, Inc. A copy of that General Assignment and a recorded copy of the Assignment filed in Rio Arriba County, New Mexico are attached for your files.

Also enclosed is one copy of your letter dated January 19, 2009 which has been executed and approved by Omimex Petroleum, Inc.

If you have any questions please call me at (817) 735-1500, ext. 219

Very truly yours,

OMIMEX PETROLEUM, INC.

Marie Baldwin

Marie Baldwin
Land Assistant

/mb

Enclosures



FOREST OIL CORPORATION

*707 Seventeenth Street, Suite 3600
Denver, CO 80202
(303) 812-1400*

November 25, 2008

DEVON ENERGY PRODUCTION CO, LP
20 N BROADWAY, STE 1500
OKLAHOMA CITY, OK 73102-8260

Attention: Steve Holmes

Re: Letter in Lieu of Transfer Order
(See Exhibit A hereto for list of wells and properties)

Gentlemen:

This letter will serve as notice that **FOREST OIL CORPORATION**, ("Forest") has sold its interests in the properties described in Exhibit A attached hereto, to **OMIMEX PETROLEUM, INC** ("Omimex"), whose address is, 2001 Beach Street, Suite 810, Fort Worth, Texas 76103.

Enclosed you will find a copy of the unrecorded Assignment and Bill of Sale ("Assignment") whereby all right, title and interest of Forest was transferred to Omimex. The assignment has been sent for recordation and a recorded copy will be furnished to you if you request same.

This letter is executed by Forest and Omimex as an agreement in lieu of separate Division or Transfer Orders. The transfer will be effective December 1, 2008, Forest will handle accounting on the properties through the production month of November 2008. **Please continue remitting production proceeds to Forest through November 2008 production.**

Commencing with December 2008 production, please remit production proceeds related to December and forward production directly to Omimex. Please remit all production proceeds related to November 2008 production and prior to Forest.

All future requests and correspondence that would previously have been directed to Forest should be sent to Omimex at the following address:

Omimex Petroleum, Inc.
2001 Beach Street, Suite 810
Fort Worth, Texas 76103
Tax ID Number: 26-3526364

All payments made by check should be sent to the following address, to wit:

Omimex Petroleum, Inc.
2001 Beach Street, Suite 810
Fort Worth, Texas 76103

All payments made by wire transfer should be sent to the following account, to wit:

Account Name: Omimex Petroleum, Inc.
Bank: Citibank, N.A.
Austin, TX
ABA: 113193532
Acct. Number: 9786160087

In consideration of your acceptance of this Letter-In-Lieu of Division or Transfer Orders, Omimex hereby ratifies, confirms, adopts and agrees to be bound by all the terms and conditions of all previous sale contracts, Transfer and/or Division Orders insofar as they cover and relate to the interests acquired from Forest, and Forest and Omimex further agree to indemnify, save and hold you harmless from and against any and all claims, demands, actions, judgments, damages, liabilities and expenses that you sustain by reason of payment in accordance with this letter.

PLEASE DO NOT SUSPEND PAYMENTS. IT IS THE INTENTION OF FOREST AND OMIMEX THAT THERE BE NO SUSPENSION OR INTERRUPTION OF PAYMENTS.

If you have any questions regarding this transfer of interests or other matters set forth herein, or if for any reason, you are unable to comply with the directions set forth in this letter, you are requested to contact:

Omimex Petroleum, Inc.
2001 Beach Street, Suite 810
Fort Worth, Texas 76103
Attention: Clark P. Storms
Telephone: 817-735-1500, ext. 207
Facsimile: 817-735-8033
Email: clark_storms@omimexgroup.com

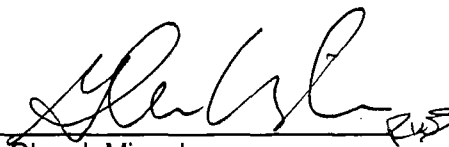
In order that we may have a record evidencing your acceptance of this letter, we request that you sign one copy of this letter in the space provided and return it to Forest.

OMIMEX PETROLEUM, INC.



BY: Clark P. Storms
TITLE: Vice President

FOREST OIL CORPORATION



BY: Glen J. Mizenko
TITLE: Senior Vice President

AGREED AND ACCEPTED:

BY: _____

TITLE: _____

DATE: _____

Attachment: Assignment and Bill of Sale with Exhibit A

(4)
STATE OF NEW MEXICO
COUNTY OF RIO ARRIBA

§
§
§

ASSIGNMENT

This Assignment ("Assignment") is from FOREST OIL CORPORATION, a New York corporation, whose address is 707 Seventeenth Street, Suite 3600, Denver, Colorado 80202 ("Assignor"), to OMIMEX PETROLEUM, INC., a Delaware corporation, whose address is 2001 Beach Street, Suite 810, Fort Worth, Texas 76103 ("Assignee").

WITNESSETH:

Assignor, for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED and DELIVERED, and by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER, subject to the terms and provisions of this Assignment, all of Assignor's right, title and interest in and to the leases described on Exhibit "A" attached hereto (the "Leases"), together with all wells, equipment, fixtures and personal property located thereon (the Leases and all wells, equipment, fixtures and personal property related thereto collectively referred to hereinafter as the "Interests"), subject however to that certain Agreement for Purchase and Sale of Assets by and between Assignor and Assignee dated September 24, 2008.

TO HAVE AND TO HOLD the Interests, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

This Assignment is made without any warranty, express or implied, by Assignor except Assignor does hereby bind and obligate itself and its affiliates, successors and assigns to warrant and forever defend unto Assignee, its successors and assigns, all and singular the Interests against all persons lawfully claiming or to claim the same or any part thereof by, through or under Assignor but not otherwise.

All tangible equipment and personal property included in the Interests are sold "AS IS, WHERE IS" and Assignor MAKES NO, AND DISCLAIMS ANY, REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER BY COMMON LAW, STATUTE, OR OTHERWISE. Assignor and Assignee agree that the preceding disclaimers of warranty are "conspicuous" disclaimers for purposes of any applicable law, rule or order.

RIO ARRIBA
MOISES A MORALES JR, CLERK
200900098
Book 532 Page 98
1 of 4
01/06/2009 01:00:41 PM
BY DELORA

This Assignment is made and accepted subject to all burdens, encumbrances, contracts and agreements which are of record or listed in Exhibit "A" to the extent that same are in force and effect and affect the Interests.

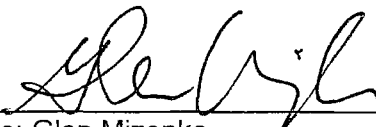

Assignee assumes, as of date of execution of this Assignment, all of Assignor's obligations relating to the Interests, including, but not limited to, the obligation of plugging and abandoning any well on the Leases, at Assignee's cost, risk and expense (to the extent of the interest herein assigned).

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on this 25th day of November, 2008, but effective for all purposes as of 12:01 a.m. on December 1, 2008.

ASSIGNOR:

FOREST OIL CORPORATION

By:  

Name: Glen Mizenko
Title: Senior Vice President

ASSIGNEE

OMIMEX PETROLEUM, INC.

By: 

Name: Clark P. Storms
Title: Vice President

082836v01

2

RIO ARRIBA
MOISES A MORALES JR, CLERK
200900098
Book 532 Page 98
2 of 4
01/06/2009 01:00:41 PM
BY DELORA

STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was acknowledged before me on November 25, 2008 by Glen Mizenko, Senior Vice President of Forest Oil Corporation, a New York corporation, on behalf of said corporation.

Judy E. Johnson
Notary Public in and for the State of Colorado
Printed Name: _____
My Commission Expires: _____

Judy E. Johnson
Notary Public
State of Colorado
My Commission Expires:
September 19, 2012

STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was acknowledged before me on November 25, 2008 by Clark P. Storms, Vice President of Omimex Petroleum, Inc., a Delaware corporation, on behalf of said corporation.

Judy E. Johnson
Notary Public in and for the State of Colorado
Printed Name: _____
My Commission Expires: _____

Judy E. Johnson
Notary Public
State of Colorado
My Commission Expires:
September 19, 2012

County: RIO ARRIBA

Lease no. Lessor Lessee Lease date Book Page Ref County/Parish

Legal desc.

04107-000001 ST NM E 290 LEVI A HUGHES 05/02/45 18 5 RIO ARRIBA

New Mexico Principal Meridian
T27N 25W
Sec 2: LOT 1 & 2, SW4ND4, SE4ND4, SE4

Sec 16: NW4

Sec 32: W2

Sec 36: NE4

T27N 25W

Sec 2: S2NW4, SW4NE4

Sec 32: E2NW4, NE4SW4

T27N 25W

Sec 36: S2NE4

04107-000002 ST NM E 289 LEVI A HUGHES 05/02/45 RIO ARRIBA

New Mexico Principal Meridian
T30N 27W
Sec 2: LOTS 5 & 6, SW4NE4, SE4NE4

Sec 36: W2SE4

T31N 26W

Sec 16: SW4

04107-000003-A ST NM E 291 3 LEVI HUGHES 05/02/45 RIO ARRIBA

T26N 25W
Sec 32: NW4, N2SW4

Sec 36: W2NE4 BELOW BASE OF DAKOTA FORMATION

T26N 27W

Sec 2: LOTS 1, 2, S2NE4, SE4 AKA TRACT 26 OF RINCON UNIT

04107-000003-B ST NM E 291 52 LEVI A HUGHES 05/02/45 RIO ARRIBA

T25N 25W
Sec 2: W2NW4, SW4

Sec 32: E2 L&E THE GALLUP FORMATION

T26N 26W

Sec 32: NW4



RIO ARRIBA
MOISES A MORALES JR, CLERK
2009000098
Book 532 Page 98
4 of 4
01/06/2009 01:00:41 PM
BY DELORA

RECEIVED
JAN 12 2009

BY:

**GENERAL ASSIGNMENT,
BILL OF SALE, CONVEYANCE AND ASSUMPTION**

This General Assignment, Bill of Sale, Conveyance and Assumption (the "Assignment") dated effective as of the Effective Time is from FOREST OIL CORPORATION, a New York corporation ("Assignor"), by and through its hereunto duly authorized officer, and is to OMIMEX PETROLEUM, INC., a Delaware corporation ("Assignee"), acting by and through its hereunto duly authorized officer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

ARTICLE 1

Defined Terms

The following words, terms and phrases when used herein shall have the respective meanings set forth below:

1.1 "Assets" shall mean the following:

(a) All right, title and interest of Assignor in and to all oil and gas leases, other similar leases, mineral interests, royalties, and overriding royalties, whether producing or non-producing, as described on Schedule A-1 attached hereto (the "Leases"), and any other oil, gas or other mineral rights and interests of any type in, on or under or relating to the lands also described on Schedule A-1 (the "Land"), and including any and all right, title and interest of Assignor in and to the oil, gas and other hydrocarbons and other products produced in association therewith in, on or under any of the foregoing, and all oil and gas wells and injection and disposal wells located on any of the foregoing, or used or useful in connection therewith, or on lands pooled or unitized therewith, including, without limitation, the wells described in Schedule A-2 attached hereto (the "Wells");

(b) All right, title and interest of Assignor in, to and under or derived from all presently existing or proposed unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created or to be created thereby (including, but not limited to, all units formed or to be formed under orders, regulations, rules or other official actions of any federal, state or other governmental agency having jurisdiction) described in Schedule A-3 attached hereto to the extent that they relate to or affect any of the properties and interests of Assignor described or referred to in sub section (a) of this Section 1.1 ("Unit Agreements"), or the production of oil, gas and other hydrocarbons and other products produced in association therewith attributable to said properties and interests;

(c) All right, title and interest of Assignor in, to and under or derived from all presently existing and effective oil, gas liquids, condensate, casinghead gas and gas sales, purchase, exchange, gathering, transportation and processing contracts described in Schedule A-3 attached hereto to the extent that they relate to any of the properties and interests of Assignor described or referred to in sub section (a) of this Section 1.1 ("Product Sales and Transportation Agreements"), operating agreements, joint venture agreements, farmout agreements, partnership agreements, settlement agreements and all other agreements and instruments described in Schedule A-3 attached hereto to the extent that they relate to any of the properties and interests of Assignor described or referred to in sub section (a) of this Section 1.1 ("Operating Agreements");

(d) All right, title and interest of Assignor in or to all personal property, fixtures, equipment leases, improvements, and other personal property, whether real, personal, or mixed (including, but not limited to, well equipment, casing, tubing, tanks, rods, tank batteries, boilers, buildings, pumps, motors, machinery, injection facilities, disposal facilities, field separators and liquid extractors, compressors, pipelines, gathering systems, docking facilities, air service facilities, helicopter facilities, power lines, telephone and telegraph lines, roads, and field processing plants, field offices and office furnishings related thereto, field office leases, equipment leases, trailers and all other appurtenances thereunto belonging), (the "Equipment") and in and to all easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights, to the extent now being used or proposed to be used in connection with the exploration, development, operation or maintenance of the properties and interests described in sub sections (a), (b) and (c) of this Section 1.1, or now being used or proposed to be used in connection with the producing, treating, processing, storing, gathering, transporting or marketing of oil, gas and other hydrocarbons and other products produced in association therewith attributable to such properties or interests, and all contract rights (including rights under leases to third parties) related thereto (the "Easements") and in and to all natural gas, crude oil, condensate or other products produced from the properties described or referred to in sub section (a) of this Section 1.1 placed into storage or into pipelines (the "Products");

(e) All of Assignor's right, title and interest in and to any production imbalances or balancing agreements relating to any of the Leases or otherwise arising by virtue of the fact that Assignor may not have taken or marketed its full share of oil, gas and other hydrocarbons and other products produced in association therewith attributable to its ownership prior to the Effective Time;

(f) All of Assignor's right, title and interest in and to the seismic described in Schedule B attached hereto.

(g) All of Assignor's right, title and interest in and to all causes of action, judgments, pending litigation, claims and demands set forth on Schedule C; and

(h) All accounting records, books and files relating to any of the foregoing matters set forth in this Section 1.1 including, without limitation, all production records, operating records, correspondence, lease records, well records, and division order records; prospect files; title records (including abstracts of title, title opinions and memoranda, and title curative documents related to the Leases and Wells), contracts, geological data and interpretative reports, maps, electric logs, core data, pressure data, decline curves, graphical production curves, and a non-exclusive license to all geophysical data owned by Assignor

(collectively, the "Records"); provided, however, that the Records shall not include payroll and personnel records and any geophysical and interpretive data or reports that Assignor is not contractually permitted to assign.

1.2 "Effective Time" shall mean December 1, 2008, at 12:01 a.m., local time, said time to be determined for each locality in which the Assets are located in accordance with the time generally observed in said locality.

1.3 "Purchase Agreement" shall mean that certain Agreement for Purchase and Sale of Assets dated September 24, 2008, executed by and between Assignor, and others, as "Seller" and Assignee as "Purchaser," covering and describing the Assets.

ARTICLE 2

Conveyance

Assignor, for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, assigned and delivered, and by these presents does hereby grant, bargain, sell, convey, assign and deliver, the Assets unto Assignee, subject to the terms and provisions of this Assignment.

ARTICLE 3

Assumption

Subject to the provisions of the Purchase Agreement, Assignee hereby assumes the obligations, express and implied, contained in the Leases, applicable operating and unit agreements, production sales agreements and related agreements, but only to the extent they relate to the Assets or to the oil and gas business of Assignor related thereto. Assignee specifically agrees to be responsible for its share of the proper plugging and abandoning of the wells, flowlines and pipelines presently located on the leases and the restoration of the site in accordance with the terms of the applicable leases, as well as any wells subsequently drilled on the leases, all as may be required by the applicable governmental authority having jurisdiction. Assignee agrees to indemnify Assignor for any loss or damage attributable to Assignee's failure to fulfill its obligations assumed hereunder. The assumption of said obligations by Assignee hereunder shall not be deemed to create, confirm or give rise to any rights of any third party, as third-party beneficiary or otherwise, or to waive any

defenses available to Assignor or Assignee with respect to any such liabilities, it being understood that such assumption is for the sole purpose of allocating responsibility between Assignor and Assignee.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE 4

Warranties and Limitations on Warranties

4.1 Notwithstanding anything to the contrary in this Assignment (including any exhibit, schedule or other attachment hereto) and without limiting, disclaiming or negating Assignor's rights under the Purchase Agreement as provided in Section 5.2 below, this Assignment is made without any warranty, express or implied, by Assignor except the following warranty set forth in this Section 4.1. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Assets unto Assignee and Assignee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise, hereby specially warranting the Assets as against every person whomsoever claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise, in the case of each Asset or portion thereof and with respect to which a "W.I." and a "N.R.I." is expressly specified in Schedule A,

(a) that the share of costs attributable thereto (or cost-bearing interest) is, and shall be throughout the life of the property, not greater than the share set forth in Schedule A as the "W.I." for the Asset or portion thereof (unless Assignor's net revenue interest attributable thereto is greater than the net revenue interest share specified in Schedule A by a proportionate or greater amount), and

(b) that the share of oil and gas production (or net revenue interest) which is attributable thereto is, and shall be throughout the life of the property, not less than the share set forth in Schedule A as the "N.R.I." for that Asset or portion thereof.

4.2 To the extent the same as transferable,

(a) Assignor hereby transfers and assigns unto Assignee, its successors and assigns, all its rights under and by virtue of all covenants and warranties pertaining to the

Assets, express or implied (including, without limitation, title warranties and manufacturers', suppliers' and contractors' warranties), which have heretofore been made by all of Assignor's predecessors in title, or by all third party manufacturers, suppliers and contractors (the "Prior Covenants and Warranties"), and

(b) this Conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, in and to and under and by virtue of the Prior Covenants and Warranties and with full subrogation to all rights accruing under the statutes of limitation, prescription and repose under the laws of the applicable jurisdictions in relation to the Assets and all causes of action, rights of action or warranty of Assignor against all former owners of the Assets.

4.3 The parties agree that to the extent required by applicable law, rule or order to be operative the disclaimers of certain warranties contained in this Section and in the conveyancing document to be delivered pursuant to this Agreement are "conspicuous" disclaimers for the purposes of any such applicable law, rule or order. **ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING**

- (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY,
- (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE,
- (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OR MATERIALS,
- (d) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND
- (e) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN,

IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS", "WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT ASSIGNEE WILL MAKE, PRIOR TO CLOSING, SUCH INSPECTIONS THEREOF AS ASSIGNEE DEEMS APPROPRIATE.

Except as otherwise expressly set forth herein or in the Purchase Agreement, Assignor also expressly disclaims and negates any implied or express warranty as to the accuracy of any of the information furnished with respect to the existence or extent of reserves or the value of the Assets based thereon or the condition or state of repair of any of the Assets (it being understood that all estimates of quantities or values of oil and gas reserves on which Assignee has relied or is relying have been derived by individual evaluation of Assignee).

ARTICLE 5

Miscellaneous

5.1 Assignor has executed or will execute separate assignments of individual oil, gas and mineral leases or interests therein which are included in the Assets for filing with and approval by the United States of America, and the various state and county authorities in which the Assets lie. Assignor also has executed or will execute separate assignments and conveyances of fee tracts, surface leases, pipelines, easements, servitudes, processing plants, and other personal property, ~~which are included in the Assets for filing in the public records of the counties which such~~ properties are located. In addition to such assignments and conveyances (without creating any additional conveyances, warranties or representations of or by Assignor), Assignor covenants and agrees to execute and deliver to Assignee all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary more fully to assure Assignee all of the Assets and the respective properties, rights and interests herein and hereby granted or intended to be granted. Such separate or additional assignments and conveyances,

(a) shall evidence the conveyance and assignment of the Assets herein made or intended to be made;

(b) shall not modify any of the terms, covenants and warranties herein set forth and shall not create any additional representations, covenants or warranties of or by Assignor to Assignee; and

(c) shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in the separate assignments.

In the event any term or provision of such a separate or additional assignment or conveyance should be inconsistent with or conflict with the terms or provisions of this Assignment, the terms and provisions of this Assignment shall control and shall govern the rights, obligations and interests of the parties hereto, their successors and assigns. Such separate assignments and conveyances and this Assignment shall, when taken together, be deemed to constitute the one conveyance and assignment by Assignor of all of the Assets. This Assignment, insofar as it pertains to those Assets as to which said separate assignments have been or will be executed for filing with and approval by the United States of America, or a state or other governmental authority, are made and accepted subject to such approval and to the terms of such approval if and to the extent required by law.

5.2 This Assignment is in all respects delivered pursuant to and is made subject to the Purchase Agreement; however, the representations and warranties made by Assignor to Assignee in the Purchase Agreement are separate from and independent of any representation or warranty set forth in this Assignment; and neither the representations and warranties nor other terms of the Purchase Agreement shall be limited, expanded, extended, extinguished, negated, disclaimed or otherwise modified by this Assignment; provided, however, that if any representation or warranty contained in the Purchase Agreement covers the same subject matter as any representation or warranty contained in this Assignment, no double recovery for the same act breaching both warranties or representations shall be permitted.

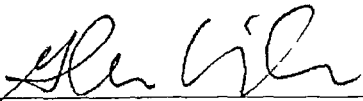
5.3 Unless provided otherwise, all references in the Schedules hereto to recording data of a lease or other instrument or agreement include, and are intended as a reference to, the Volume or Book (and Entry or File Number if provided) and the page of the appropriate Federal, State or County records where and when recorded, and reference is hereby made to each of such instruments and the record thereof for all purposes.

5.4 This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment in multiple counterparts on this 25th day of November, 2008, but to be effective for all purposes as of the Effective Time.

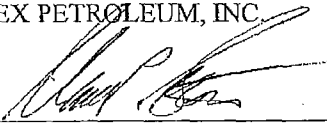
ASSIGNOR:

FOREST OIL CORPORATION

By:  ^{PLS}
Name: Glen Mizenko
Title: Senior Vice President

ASSIGNEE:

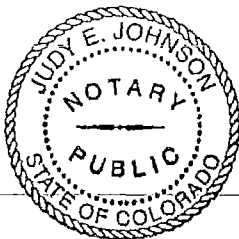
OMIMEX PETROLEUM, INC.

By: 
Name: Clark Storms
Title: Vice President

STATE OF Colorado
COUNTY OF Denver

§
§
§

BEFORE ME, Judy E. Johnson, a Notary in and for the said State and County, this day personally appeared Glen Mizenko, appearing herein in his capacity as sup of FOREST OIL CORPORATION, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as representing FOREST OIL CORPORATION and acknowledged to me that he executed the same on the date hereof on behalf of said corporation, and that it was executed for the uses, purposes and considerations therein expressed by authority of the Board of Directors of said corporation, as the free act and deed of said corporation.



Judy E. Johnson
Notary Public in and for the
State of _____
Printed Name: _____
My Commission Expires: _____

Judy E. Johnson
Notary Public
State of Colorado
My Commission Expires:
September 19, 2012

STATE OF

Colorado

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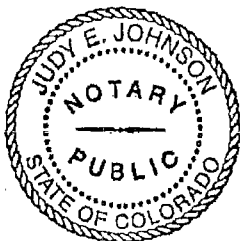
COUNTY OF

Denver

§

§

BEFORE ME, Judy E. Johnson, a Notary in and for the said State and County, this day personally appeared Clark P. Garcia, appearing herein in his capacity as Vp of OMIMEX PETROLEUM, INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as representing OMIMEX PETROLEUM, INC and acknowledged to me that he executed the same on the date hereof on behalf of said corporation, and that it was executed for the uses, purposes and considerations therein expressed by authority of the Board of Directors of said corporation, as the free act and deed of said corporation.



Judy E. Johnson

Notary Public in and for the
State of _____

Printed Name: _____

My Commission Expires: _____

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Judy E. Johnson
Notary Public
State of Colorado
My Commission Expires:
September 19, 2012

SCHEDULE "A"

Preamble

This Preamble is part of the Schedule A attached to and made a part of this Assignment. The parties agree and stipulate the following:

- (1) Any heading at the top of a page indicating the name of a prospect or well is for identification purposes only and is not intended to, nor should it be construed as, constituting a part of the description of the interests or as limiting the interests described or as describing any interest in excess of Assignor's actual interest.
- (2) One or more pages may indicate decimal interests owned by Assignor in a well or wells. The decimal interests indicated are for warranty purposes only and are not intended, nor should they be construed as, limiting the interests described. For purposes of these interest indications: (i) "WI" means "working interest" which is the share of the cost of operations for that well for which Assignor is responsible; (ii) "NRI" means "net revenue interest" which is Assignor's interest in production after deducting all burdens against production and includes Assignor's royalty interest, if any, therein; and (iii) "ORI" means the overriding royalty interest owned by Assignor.
- ~~(3) Recording information references are to book or volume and page, or the file number, instrument number or other identification number, of the applicable public records for proper recordation of the instrument in the county in which the real property affected by the instrument is located.~~
- (3) The land description is intended to reflect the lands in which Assignor owns an interest; however, such description shall not limit the interest described or purport to describe any interest in excess of Assignor's actual interest and such description shall be deemed to include all of Assignor's right, title and interest in the leases and other interests and not in excess thereof.
- (4) The lease number on the left side of the page that appears on one or more pages is Assignor's internal lease number as is for identification purposes only and does not constitute part of the description.

Exhibit A

Schedule A-2 Wells

Page 1 of 8

Schedule A-2 Wells
Attached to and made a part of the certain Agreement For Purchase and Sale of Assets
Effective July 1, 2008, by and between Olinex Resources, Inc. as Purchaser, and Forest Oil Corporation, as Seller

WELL NO.	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
208003.110	PIPELINE #13-1-19-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.150	PIPELINE #13-2-18-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.010	PIPELINE #13-18-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.120	PIPELINE #13-2-18-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.130	PIPELINE #13-4R-18-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.020	PIPELINE #1-4-18-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.030	PIPELINE #1-6-18-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.210	PIPELINE #36-3-19-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.100	PIPELINE FEDERAL #12-4-18-100	FOREST OIL CORPORATION	PIPELINE	SWEETWATER	WYOMING
208003.160	VER BRIDGE #2	SANTA FE ENERGY CO	SIBERIA RIDGE	SWEETWATER	WYOMING
208003.170	WOLF GOVT. #1	WAGNER AND BROWN	SLICK CREEK	WASHAKIE	WYOMING
208003.010	HAMMOND FEDERAL #18-1	FOREST OIL CORPORATION	WHISKEY BUTTES	LINCOLN	WYOMING
208003.010	FED TRIGG #9 - 041815 12	FOREST OIL CORPORATION	WHISKEY BUTTES	LINCOLN	WYOMING
297022.050	HAM'S FORK 1-43	FOREST OIL CORPORATION	WHISKEY BUTTES	LINCOLN	WYOMING
297022.030	WHISKEY BUTTES #40 30	FOREST OIL CORPORATION	WHISKEY BUTTES	LINCOLN	WYOMING
297022.020	WHISKEY BUTTES 30-30	FOREST OIL CORPORATION	WHISKEY BUTTES	LINCOLN	WYOMING
297022.010	WHISKEY BUTTES FEDERAL #10-30	FOREST OIL CORPORATION	WHISKEY BUTTES	LINCOLN	WYOMING
20575.080	CHAMPLIN 457 D2A	B P AMERICA PRODUCTION COMPANY	WHITNEY CANYON	UINTA	WYOMING
20575.010	CHAMPLIN 457 G #1	B P AMERICA PRODUCTION COMPANY	WHITNEY CANYON	UINTA	WYOMING
20575.050	CHAMPLIN 457 G #2	B P AMERICA PRODUCTION COMPANY	WHITNEY CANYON	UINTA	WYOMING
20575.020	CHAMPLIN 505 B #1	B P AMERICA PRODUCTION COMPANY	WHITNEY CANYON	UINTA	WYOMING
20575.040	CUMMINGS FEDERAL #3-1	B P AMERICA PRODUCTION COMPANY	WHITNEY CANYON	UINTA	WYOMING
20575.030	KEWANEE FEDERAL #1	B P AMERICA PRODUCTION COMPANY	WHITNEY CANYON	UINTA	WYOMING
20575.050	KEWANEE FEDERAL #1-A	B P AMERICA PRODUCTION COMPANY	WHITNEY CANYON	UINTA	WYOMING

WELL NO.	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
207505.030	SAN JUAN 28-5 UNIT #223 (RI)	MERIDIAN OIL SERVICES INC.	BSNFT	SAN JUAN	NEW MEXICO
207505.020	SAN JUAN 28-5 UNIT (RI ONLY)	MERIDIAN OIL SERVICES INC.	BSNFT	SAN JUAN	NEW MEXICO
207775.020	SAN JUAN 28-5 UNIT (RI ONLY)	MERIDIAN OIL SERVICES INC.	BSNFT	SAN JUAN	NEW MEXICO
203505.010	SAN JUAN 28-6 UNIT (RI ONLY)	MERIDIAN OIL SERVICES INC.	BSNFT	SAN JUAN	NEW MEXICO
204107.050	CANYON LARGO 95 NF	BURLINGTON RESOURCES	GALLUP	RIO ARriba	NEW MEXICO
304107.001	CANYON LARGO 95 NP	BURLINGTON RESOURCES	OTERO	RIO ARriba	NEW MEXICO
204107.510	CANYON LARGO PC (BLANCO)	DEVON ENERGY PRODUCTION CO LP	TAPICCLF	RIO ARriba	NEW MEXICO
204107.080	CANYON LARGO UNIT CH	BURLINGTON RESOURCES	CHACRA	RIO ARriba	NEW MEXICO
204107.100	CANYON LARGO UNIT DK	BURLINGTON RESOURCES	CHACRA	RIO ARriba	NEW MEXICO
204107.120	CANYON LARGO UNIT PC (BALLARD)	BURLINGTON RESOURCES	CHACRA	RIO ARriba	NEW MEXICO
204107.060	JOHNSTON A CH 5	BURLINGTON RESOURCES	CHACRA	RIO ARriba	NEW MEXICO
204107.110	JOHNSTON A COM #5 DK	BURLINGTON RESOURCES	CHACRA	RIO ARriba	NEW MEXICO
204107.020	JOHNSTON A COM #5 MV	BURLINGTON RESOURCES	CHACRA	RIO ARriba	NEW MEXICO
204107.050	JOHNSTON A COM C 9 PC	BURLINGTON RESOURCES	CHACRA	RIO ARriba	NEW MEXICO
304107.011	NORTHEAST BLANCO UNIT	DEVON ENERGY PRODUCTION CO LP	CHACRA	RIO ARriba	NEW MEXICO
204107.490	NORTHEAST BLANCO UNIT #57 DK	DEVON ENERGY PRODUCTION CO LP	CHACRA	RIO ARriba	NEW MEXICO
204107.030	NORTHEAST BLANCO UNIT #58 DK	DEVON ENERGY PRODUCTION CO LP	CHACRA	RIO ARriba	NEW MEXICO
304107.003	NORTHEAST BLANCO UNIT #56 DK	DEVON ENERGY PRODUCTION CO LP	CHACRA	RIO ARriba	NEW MEXICO
204107.130	NORTHEAST BLANCO UNIT FC	DEVON ENERGY PRODUCTION CO LP	CHACRA	RIO ARriba	NEW MEXICO
204107.040	NORTHEAST BLANCO UNIT MV	DEVON ENERGY PRODUCTION CO LP	CHACRA	RIO ARriba	NEW MEXICO
204107.140	RINCON CH (CHACRA) PA	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.150	RINCON DK (DAKOTA) PA	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.070	RINCON DK 185 F	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.030	RINCON DK 303 M	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.850	RINCON DK NC (02577353)	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.160	RINCON FC (FRUITLAND COAL) PA	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.170	RINCON GL (GALLUP) PA	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.770	RINCON GL 130 E	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.750	RINCON GL 130	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.180	RINCON MV (MESAVEROE) PA	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.970	RINCON MV 128 R	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.103	RINCON MV 136 P	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.104	RINCON MV 139 R	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.135	RINCON MV 166 R	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.151	RINCON MV 187 E	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO
204107.139	RINCON MV 303 M	CHEVRON MIDCONTINENT LP	CHACRA	RIO ARriba	NEW MEXICO

Schedule A-2 Wells
 Attached to and made a part of that certain Agreement For Purchase and Sale of Assets
 Effective July 1, 2008, by and between Ominex Resources, Inc. as Purchaser, and Forest Oil Corporation, as Seller

WELL NO	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
204107.830	RINCON MV NC (02577353)	CHEVRON MIDCONTINENT LP	MESAVRO	RIO ARriba	NEW MEXICO
204107.190	RINCON NP DK SUMMARY	CHEVRON MIDCONTINENT LP	DAKOTA	RIO ARriba	NEW MEXICO
204107.200	RINCON PC (PICTURED CLIFFS) PA	CHEVRON MIDCONTINENT LP	TAPPICLF	RIO ARriba	NEW MEXICO
304107.005	ROSA UNIT #185 & #186A DK	WILLIAMS PRODUCTION COMPANY	BLANCO	RIO ARriba	NEW MEXICO
204107.520	ROSA UNIT #185 & #186A DK	WILLIAMS PRODUCTION COMPANY	DAKOTA	RIO ARriba	NEW MEXICO
204107.530	ROSA UNIT #185 & #186A DK	WILLIAMS PRODUCTION COMPANY	MESAVRO	RIO ARriba	NEW MEXICO
204107.220	ROSA UNIT #274 FC	WILLIAMS PRODUCTION COMPANY	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.540	ROSA UNIT #328 DK	WILLIAMS PRODUCTION COMPANY	DAKOTA	RIO ARriba	NEW MEXICO
204107.550	ROSA UNIT #328 DK	WILLIAMS PRODUCTION COMPANY	MESAVRO	RIO ARriba	NEW MEXICO
204107.560	ROSA UNIT #32C DK	WILLIAMS PRODUCTION COMPANY	DAKOTA	RIO ARriba	NEW MEXICO
204107.570	ROSA UNIT #32C DK	WILLIAMS PRODUCTION COMPANY	MESAVRO	RIO ARriba	NEW MEXICO
204107.580	ROSA UNIT #311 FC	WILLIAMS PRODUCTION COMPANY	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.590	ROSA UNIT #341A FC	WILLIAMS PRODUCTION COMPANY	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.500	ROSA UNIT #342 FC	WILLIAMS PRODUCTION COMPANY	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.600	ROSA UNIT #342 FC	WILLIAMS PRODUCTION COMPANY	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.210	ROSA UNIT DK	WILLIAMS PRODUCTION COMPANY	DAKOTA	RIO ARriba	NEW MEXICO
204107.160	ROSA UNIT FC	WILLIAMS PRODUCTION COMPANY	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.230	ROSA UNIT MV	WILLIAMS PRODUCTION COMPANY	MESAVRO	RIO ARriba	NEW MEXICO
204107.006	SAN JUAN 27-5 UNIT	BURLINGTON RESOURCES	BLANCO	RIO ARriba	NEW MEXICO
204107.240	SAN JUAN 27-5 UNIT DK	BURLINGTON RESOURCES	DAKOTA	RIO ARriba	NEW MEXICO
204107.250	SAN JUAN 27-5 UNIT FC	BURLINGTON RESOURCES	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.260	SAN JUAN 27-5 UNIT MV	BURLINGTON RESOURCES	MESAVRO	RIO ARriba	NEW MEXICO
204107.270	SAN JUAN 27-5 UNIT PC	BURLINGTON RESOURCES	TAPPICLF	RIO ARriba	NEW MEXICO
204107.650	SAN JUAN 28-6 #449 NP	BURLINGTON RESOURCES	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.162	SAN JUAN 28-6 #477	BURLINGTON RESOURCES	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.007	SAN JUAN 28-6 UNIT	BURLINGTON RESOURCES	BLANCO	RIO ARriba	NEW MEXICO
204107.280	SAN JUAN 28-6 UNIT DK	BURLINGTON RESOURCES	DAKOTA	RIO ARriba	NEW MEXICO
204107.290	SAN JUAN 28-6 UNIT FC	BURLINGTON RESOURCES	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.300	SAN JUAN 28-6 UNIT MV	BURLINGTON RESOURCES	MESAVRO	RIO ARriba	NEW MEXICO
204107.310	SAN JUAN 28-6 UNIT PC	BURLINGTON RESOURCES	TAPPICLF	RIO ARriba	NEW MEXICO
204107.640	SAN JUAN 28-7 #69 FC	CONOCOPHILLIPS COMPANY	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.630	SAN JUAN 28-7 #69 FC	CONOCOPHILLIPS COMPANY	TAPPICLF	RIO ARriba	NEW MEXICO
304107.008	SAN JUAN 28-7 UNIT	CONOCOPHILLIPS COMPANY	BLANCO	RIO ARriba	NEW MEXICO
204107.320	SAN JUAN 28-7 UNIT DK	CONOCOPHILLIPS COMPANY	DAKOTA	RIO ARriba	NEW MEXICO
204107.330	SAN JUAN 28-7 UNIT MV	CONOCOPHILLIPS COMPANY	MESAVRO	RIO ARriba	NEW MEXICO
204107.620	SAN JUAN 29-5 #71 NP DK	CONOCOPHILLIPS	DAKOTA	RIO ARriba	NEW MEXICO
204107.009	SAN JUAN 29-5 UNIT	CONOCOPHILLIPS	DAKOTA	RIO ARriba	NEW MEXICO
204107.340	SAN JUAN 29-5 UNIT DK	CONOCOPHILLIPS	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.350	SAN JUAN 29-5 UNIT FC	CONOCOPHILLIPS	MESAVRO	RIO ARriba	NEW MEXICO
204107.010	SAN JUAN 29-5 UNIT	CONOCOPHILLIPS	BLANCO	RIO ARriba	NEW MEXICO
204107.370	SAN JUAN 29-6 UNIT DK	CONOCOPHILLIPS	DAKOTA	RIO ARriba	NEW MEXICO
204107.380	SAN JUAN 29-6 UNIT FC	CONOCOPHILLIPS	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.350	SAN JUAN 29-6 UNIT MV	CONOCOPHILLIPS	MESAVRO	RIO ARriba	NEW MEXICO
204107.400	SAN JUAN 29-6 UNIT PC	CONOCOPHILLIPS	TAPPICLF	RIO ARriba	NEW MEXICO
204107.011	SAN JUAN 30-6 UNIT	CONOCOPHILLIPS	BLANCO	RIO ARriba	NEW MEXICO
204107.420	SAN JUAN 30-6 UNIT FC	BURLINGTON RESOURCES	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.430	SAN JUAN 30-6 UNIT MV	BURLINGTON RESOURCES	MESAVRO	RIO ARriba	NEW MEXICO
204107.012	SAN JUAN 31-6 UNIT	CONOCOPHILLIPS	BLANCO	RIO ARriba	NEW MEXICO
204107.450	SAN JUAN 31-6 UNIT DK	CONOCOPHILLIPS	DAKOTA	RIO ARriba	NEW MEXICO
204107.450	SAN JUAN 31-6 UNIT FC	CONOCOPHILLIPS	FRTLDCOAL	RIO ARriba	NEW MEXICO
204107.470	SAN JUAN 31-6 UNIT MV	CONOCOPHILLIPS	MESAVRO	RIO ARriba	NEW MEXICO
204107.480	STATE #3 PC CHACRO	BURLINGTON RESOURCES	TAPPICLF	RIO ARriba	NEW MEXICO

WELL NO	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
207037.4051	BARKEY 10-5-5-45	FOREST OIL CORPORATION	NIORARA (THX)	YUMA	CO
207037.031	BENNETT STATE 1-16-5-45	FOREST OIL CORPORATION	NIORARA (THX)	YUMA	CO
207037.041	BENNETT STATE 16-16-5-45	FOREST OIL CORPORATION	NIORARA (THX)	YUMA	CO
207037.051	BENNETT STATE 8-16-5-45	FOREST OIL CORPORATION	NIORARA (THX)	YUMA	CO
207037.061	BENNETT STATE 9-16-5-45	FOREST OIL CORPORATION	NIORARA (THX)	YUMA	CO
207037.831	BLEDSOE 10-1-5-45	FOREST OIL CORPORATION	NIORARA (THX)	YUMA	CO
207037.071	BLEDSOE 10-15-5-45	FOREST OIL CORPORATION	NIORARA (THX)	YUMA	CO
207037.861	BLEDSOE 10-19-5-44	FOREST OIL CORPORATION	NIORARA (THX)	YUMA	CO

WELL NO	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
207037.671	BLEDSOE 10-30-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.681	BLEDSOE 10-33-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.691	BLEDSOE 10-5-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2841	BLEDSOE 10-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2891	BLEDSOE 11-11-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2491	BLEDSOE 11-11-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.911	BLEDSOE 11-18-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.081	BLEDSOE 11-18-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.091	BLEDSOE 11-18-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.941	BLEDSOE 11-22-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.141	BLEDSOE 11-23-4-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.891	BLEDSOE 11-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.101	BLEDSOE 11-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.151	BLEDSOE 11-9-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.961	BLEDSOE 12-20-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.111	BLEDSOE 12-26-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.981	BLEDSOE 12-30-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.161	BLEDSOE 1-24-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.171	BLEDSOE 1-25-3-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.951	BLEDSOE 1-5-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.181	BLEDSOE 1-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1021	BLEDSOE 13-14-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1031	BLEDSOE 13-17-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2731	BLEDSOE 13-20-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.191	BLEDSOE 1-32-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1051	BLEDSOE 13-30-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.121	BLEDSOE 1-3-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.991	BLEDSOE 13-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1001	BLEDSOE 13-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1091	BLEDSOE 14-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2681	BLEDSOE 14-24-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1101	BLEDSOE 14-32-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1061	BLEDSOE 14-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1071	BLEDSOE 14-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1161	BLEDSOE 15-15-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1171	BLEDSOE 15-19-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1181	BLEDSOE 15-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1131	BLEDSOE 15-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1141	BLEDSOE 15-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1151	BLEDSOE 15-7-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1191	BLEDSOE 16-1-3-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2531	BLEDSOE 16-13-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1211	BLEDSOE 16-18-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1221	BLEDSOE 16-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1231	BLEDSOE 16-23-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1241	BLEDSOE 16-30-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1251	BLEDSOE 16-32-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.131	BLEDSOE 1-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2501	BLEDSOE 16-3-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2941	BLEDSOE 16-6-4-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1201	BLEDSOE 16-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.221	BLEDSOE 2-10-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.301	BLEDSOE 2-1-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.231	BLEDSOE 2-15-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.211	BLEDSOE 2-17-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3861	BLEDSOE 2-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2951	BLEDSOE 2-24-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.371	BLEDSOE 2-2-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.251	BLEDSOE 2-26-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.4400	BLEDSOE 2-3-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.261	BLEDSOE 2-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.271	BLEDSOE 2-31-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.211	BLEDSOE 2-5-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO

WELL NO	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
207037.301	BLEDSOE 3-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.311	BLEDSOE 3-26-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.321	BLEDSOE 3-29-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.331	BLEDSOE 3-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.281	BLEDSOE 3-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.291	BLEDSOE 3-7-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.371	BLEDSOE 4-12-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.381	BLEDSOE 4-17-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.391	BLEDSOE 4-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.401	BLEDSOE 4-26-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.411	BLEDSOE 4-30-5-41	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.341	BLEDSOE 4-5-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.351	BLEDSOE 4-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.361	BLEDSOE 4-7-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2471	BLEDSOE 4-7-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.441	BLEDSOE 5-12-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.451	BLEDSOE 5-13-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.461	BLEDSOE 5-14-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.471	BLEDSOE 5-17-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.481	BLEDSOE 5-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.491	BLEDSOE 5-20-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.511	BLEDSOE 5-30-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.421	BLEDSOE 5-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.431	BLEDSOE 5-9-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2521	BLEDSOE 6-1-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3871	BLEDSOE 6-1-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.551	BLEDSOE 6-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.561	BLEDSOE 6-32-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.521	BLEDSOE 6-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2481	BLEDSOE 6-7-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.531	BLEDSOE 6-8-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2701	BLEDSOE 7-11-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.571	BLEDSOE 7-1-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.621	BLEDSOE 7-18-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.531	BLEDSOE 7-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3781	BLEDSOE 7-2-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3791	BLEDSOE 7-29-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.541	BLEDSOE 7-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.651	BLEDSOE 7-31-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.581	BLEDSOE 7-3-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.591	BLEDSOE 7-5-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.601	BLEDSOE 7-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.611	BLEDSOE 7-6-5-41	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.661	BLEDSOE 8-11-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2461	BLEDSOE 8-13-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.681	BLEDSOE 8-15-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.691	BLEDSOE 8-18-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.701	BLEDSOE 8-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.711	BLEDSOE 8-24-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2721	BLEDSOE 8-29-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.721	BLEDSOE 8-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.731	BLEDSOE 8-32-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.421	BLEDSOE 8-3-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.781	BLEDSOE 9-11-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.741	BLEDSOE 9-1-3-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.791	BLEDSOE 9-15-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.801	BLEDSOE 9-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.811	BLEDSOE 9-24-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.821	BLEDSOE 9-33-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2511	BLEDSOE 9-3-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.751	BLEDSOE 9-5-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO

WELL NO.	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
207037.761	BLEDOSOE 9-6-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.851	BLEDOSOE FEDERAL 10-18-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.931	BLEDOSOE FEDERAL 11-20-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.971	BLEDOSOE FEDERAL 12-29-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1041	BLEDOSOE FEDERAL 13-20-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1091	BLEDOSOE FEDERAL 14-19-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.501	BLEDOSOE FEDERAL 5-29-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.771	BLEDOSOE FEDERAL 9-6-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1251	BLEDOSOE STATE 16-35-3-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1271	BLEDOSOE STATE 2-16-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1291	BLEDOSOE STATE SWD 1-18-3-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3751	BLEDOSOE TOWNSEND 11-12-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3761	BLEDOSOE TOWNSEND 13-12-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1291	BOWMAN 10-27-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1301	BOWMAN 1-21-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1341	BOWMAN 13-21-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1351	BOWMAN 13-22-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1361	BOWMAN 13-35-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1371	BOWMAN 13-35-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1381	BOWMAN 15-35-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1391	BOWMAN 16-27-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1401	BOWMAN 16-35-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1311	BOWMAN 2-28-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1411	BOWMAN 3-27-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1321	BOWMAN 6-27-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1331	BOWMAN 7-28-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1421	BOWMAN 8-21-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1431	BOWMAN 9-21-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1441	BOWMAN SWD 35-28-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2571	BRADFORD 15-28-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2561	BRADFORD 8-28-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1451	BRINKEMA 11-23-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1461	BRINKEMA 14-14-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1471	BRINKEMA FEDERAL 6-22-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1481	BRINKEMA FEDERAL 7-22-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1491	BROPHY 14-29-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1501	BROPHY 8-32-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.4031	BROWN 8-6-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1541	COB PARTNERSHIP 10-34-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1551	COB PARTNERSHIP 11-34-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1561	COB PARTNERSHIP 14-34-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1571	COB PARTNERSHIP 16-34-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1511	COB PARTNERSHIP 2-34-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1521	COB PARTNERSHIP 4-34-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1531	COB PARTNERSHIP 6-34-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1581	COB PARTNERSHIP 14-26-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1591	DAVIS 7-13	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.4391	DOUBLE W DAIRY 16-24-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1601	EINSPAHR 2-3-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1611	EINSPAHR 3-2-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.4421	FCB WICHITA 16-5-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1701	FERGUSON 10-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1711	FERGUSON 11-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1731	FERGUSON 12-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1721	FERGUSON 12-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1751	FERGUSON 13-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1741	FERGUSON 13-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2451	FERGUSON 14-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1761	FERGUSON 15-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1621	FERGUSON 1-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2441	FERGUSON 2-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1631	FERGUSON 3-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.4021	FERGUSON 3-8-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO

WELL NO	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
207037 1541	FERGUSON 4-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1651	FERGUSON 5-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 3211	FERGUSON 5-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1661	FERGUSON 6-10-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1671	FERGUSON 7-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1681	FERGUSON 8-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1691	FERGUSON 9-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1771	FERGUSON FEDERAL 15-9-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 4101	FERGUSON GATHERING	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1801	FRANK 12-3-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 2541	FRANK 13-3-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1781	FRANK 1-4-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1791	FRANK 5-4-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 3221	FRENCHMAN COMPRESSOR	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 3891	GARRETT 10-33-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 2751	GARRETT 15-33-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 3811	GARRETT 6-33-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 3251	GARRETT 7-33-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 3981	GARRETT 9-33-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1811	GERK 1-25	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 1821	GERK 16-23	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 4361	GODDARD 13-13-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 4281	GODDARD 14-13-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 2681	HASSLER 10-25-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 4011	HASSLER 14-5-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1831	HASSLER 15-25	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 1841	HASSLER 16-25	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 2671	HASSLER 9-25-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 2761	HAYNES 16-25-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 3631	HAYNES STATE 10-35-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 3641	HAYNES STATE 11-35-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 2791	HAYNES STATE 13-25-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 3621	HAYNES STATE 1-36-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 4311	HAYNES STATE 15-35-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1891	HENDRIX 10-33-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1901	HENDRIX 12-28-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1851	HENDRIX 1-3-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1911	HENDRIX 14-32-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1921	HENDRIX 15-33-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1931	HENDRIX 16-33-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1861	HENDRIX 3-33-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1871	HENDRIX 8-28-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1881	HENDRIX 6-29-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 2741	HENDRIX 8-33-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1941	KILLIN 15-22-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1951	KILLIN 16-22-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 011	KROPP 14-8	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1961	LAND 2-26-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1971	LAND 3-26-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1981	LAND 7-26-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 1991	LENZ 2-2-4-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 2001	LENZ 4-2-4-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 2011	LENZ 6-2-4-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 2581	LENZ FARMS SWD 3B-32-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 2021	LINDGREN 4-30-7-44	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 2031	LINDGREN 5-30-7-44	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 3551	MAILANDER 10-34-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 3621	MAILANDER 6-34-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 4500	MAILANDER 8-34-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 3571	MAILANDER SWD 16B-34-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 4221	MARTIN 3-25-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037 2041	MARTIN 3-25	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037 4231	MARTIN 6-25-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO

Schedule A-2 Wells
Attached to and made a part of that certain Agreement For Purchase and Sale of Assets
Effective July 1, 2008, by and between Omniflex Resources, Inc. as Purchaser, and Forest Oil Corporation, as Seller

WELL NO	WELL NAME	OPERATOR NAME	FIELD	COUNTY	STATE
207037.2051	MARTIN 7-25	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.2041	MARTIN 9-25-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2261	MCKINNEY 7-23-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.4371	MILLAGE 8-26-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.0211	MILLER STATE 9-38	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.2771	MOSS 14-25-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.2081	MYERS 10-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2091	MYERS 16-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2071	MYERS 9-30-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2101	MYERS STATE 13-31-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2111	NIEBUR 10-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2131	NIEBUR 15-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2121	NIEBUR 7-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.1121	OESTMAN 15-5-4-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3591	PHILLIPS GATHERING SYSTEM	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2141	POPE 1-3-4-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2151	POPE 6-3-4-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2161	ROYAL 10-25-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2171	ROYAL 12-25-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2351	ROYAL 13-25-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2181	ROYAL 13-25-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2191	ROYAL 13-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2211	ROYAL 1-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2201	ROYAL 14-25-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2211	ROYAL 14-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2231	ROYAL 15-25-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2251	ROYAL 16-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2261	ROYAL 2-32-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2271	ROYAL 4-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2281	ROYAL 5-33-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2291	ROYAL 6-32-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2301	ROYAL 7-25-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2311	ROYAL 9-32-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2321	SCHNELLER 10-22-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2331	SCHNELLER 11-23-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2341	SCHNELLER 12-27-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2361	SCHNELLER 13-27-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2371	SCHNELLER 14-23-5-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2781	SCHOLL 15-13-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.4251	SEABOARD 16-33-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.4201	SOUTH HOLYOKE 18-25-7-45 SW	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3611	SOUTH HOLYOKE PIPELINE	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3711	STROH 2-35-5-44	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.3951	TATE 13-32-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2391	WALCHLE 2-27-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2401	WALCHLE 3-27-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2411	WALCHLE 5-27-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2431	WALCHLE 8-27-5-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2621	WOODRUFF 10-5-4-43	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2801	WORLEY 12-24-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2391	WORLEY 1-2-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2601	WORLEY 13-24-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.2711	WORLEY 14-24-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.2641	WORLEY 3-24-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO
207037.2651	WORLEY 5-24-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.2611	WORLEY 6-24-7-45	FOREST OIL CORPORATION	NOBRARA (THX)	PHILLIPS	CO
207037.4301	WORLEY 8-2-6-45	FOREST OIL CORPORATION	NOBRARA (THX)	YUMA	CO

devon

Certified Mail – Return Receipt Requested

January 19, 2009

Forest Oil Corporation
ATTN: Ken McPhee
707 17th Street, Suite 3600
Denver, Colorado 80202

RE: NEBU Well No. 257H
SW/4 Section 35-31N-7W
San Juan County, New Mexico

Ladies and Gentlemen:

Attached you will find Devon Energy Production Company, L. P.'s ("Devon") administrative application for approval of an unorthodox well surface location covering the referenced Pictured Cliffs well. Devon's records indicate that your company may be the owner of operating rights in an offset spacing unit and are entitled to notice of this application in accordance with Division Rule 104 (f). Objections to this application should be submitted to the NMOCD. If you have no objections to this application, please so indicate by signing and returning one copy of this letter to me at the address show above.

If there are any questions, or if additional information is required, feel free to call me at (405) 552-4626.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY

Janet Wooldridge
Janet Wooldridge
Senior Division Landman

Enclosures

Forest Oil Corporation has no location.

By: _____

Title: _____

Forest Oil Corporation
ATTN: Ken McPhee
707 17th Street, #3600
Denver, CO 80202-4966

Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Janet Wooldridge
Jan.wooldridge@devon.com
405-552-4626

U.S. Postal Service	
CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	6.01
Sent To	Forest Oil Corporation
Street, Apt. No., or PO Box No.	ATTN: Ken McPhee
City, State, ZIP+4	707 17th Street, #3600 Denver, CO 80202-4966

PS Form 3800, July 2005

SENDER: COMPLETE THIS SECTION <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.	COMPLETE THIS SECTION ON DELIVERY A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>*M Rowe</i> B. Received by (Printed Name) <i>M Rowe</i> C. Date of Delivery <i>1/26/09</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
1. Article Addressed to:	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Transfer from service label)	7005 3110 0002 8249 7162

EXHIBIT

WORKING INTEREST OWNERS

**BP America Production Company
ATTN: John Larson
501 Westlake Park Blvd.
WL1 19.158
Houston, Texas 77079**

**ConocoPhillips Company
ATTN: Ben Malone
3401 East 30th. Street
Farmington, New Mexico 87402-8807**

**Burlington Resources Oil & Gas Company
ATTN: Ben Malone
3401 East 30th. Street
Farmington, New Mexico 87402-8807**

**Forest Oil Corporation
ATTN: Ken McPhee
707 17th Street, Suite 3600
Denver, Colorado 80202**

**Williams Production Company
ATTN: Barbara Burnett, RPL
One Williams Center, MS 25-1
Tulsa, Oklahoma 74101**

**B & N Company, A Limited Partnership
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

**BN Non-Coal, LLC
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

**Devon Energy Production Company, L. P.
ATTN: Janet Wooldridge
20 North Broadway
Oklahoma City, Oklahoma 73102**

EXHIBIT

NEBU 257H SW/4 Section 35-T31N-R7W Application for Administrative Location Exception

Section 35-T31N-R7W: SW/4 - NEBU 257H
SE/4 - NEBU 68N
NE/4 - NEBU 68M
NW/4 - NEBU 250

Section 34-T31N-R7W: NE/4 - NEBU 256H
SE/4 - Unit Tract 7

<u>Working Interest Owner</u>	<u>Working Interest</u>
BP America Production Company	.50000000
Burlington Resources Oil & Gas Company, LP	.11756569
ConocoPhillips Company	.04898858
BN Non-Coal, LLC	.07050376
B & N Company, L. P.	.00864412
Devon Energy Production Company, L. P.	<u>.25429785</u>
	1.00000000

.....
Section 3-T30N-R7W: NE/4 – Unit Tract 6A

<u>Working Interest Owner</u>	<u>Working Interest</u>
BP America Production Company	.50000000
ConocoPhillips Company	<u>.50000000</u>
	1.00000000

.....
Section 2-T30N-R7W: NW/4 – NEBU 258H

<u>Working Interest Owner</u>	<u>Working Interest</u>
Williams Production Company	.18000000
ConocoPhillips Company	<u>.82000000</u>
	1.00000000

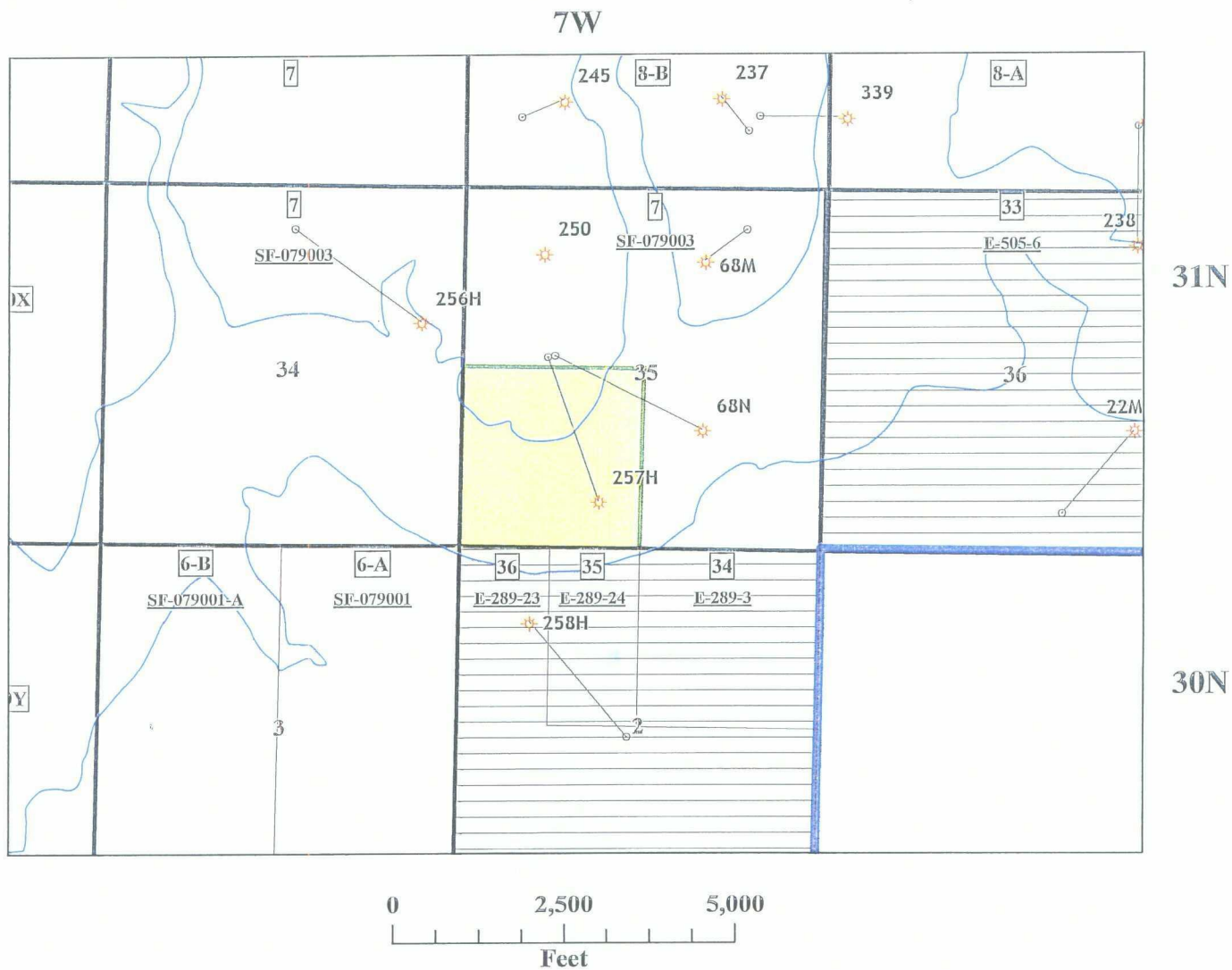
.....
Section 2-T30N-R7W: NE/4 – Unit Tract 34

<u>Working Interest Owner</u>	<u>Working Interest</u>
Forest Oil Corporation	1.00000000

NEBU 257H

Offset Ownership

Unorthodox Location



WORKING INTEREST OWNERSHIP

NEBU 257H SW/4 Sec 35 - 31N - 7W (TR. 7)

BP America Production Company	.50000000
Burlington Resources Oil & Gas Co. L.P.	.11756569
Conoco Philips Company	.04898858
B & N Co., A Limited Partnership	.00864412
BN Non-Coal	.07050376
Devon Energy Production Company	.25429785

N/2 & SE/4 E/2 Sec. 35 - 31N - 7W and Sec. 34 - 31N - 7W (TR. 7)

SAME AS NEBU 257H TITLE

NE/4 Sec. 3 - 30N - 7W (TR. 6A)

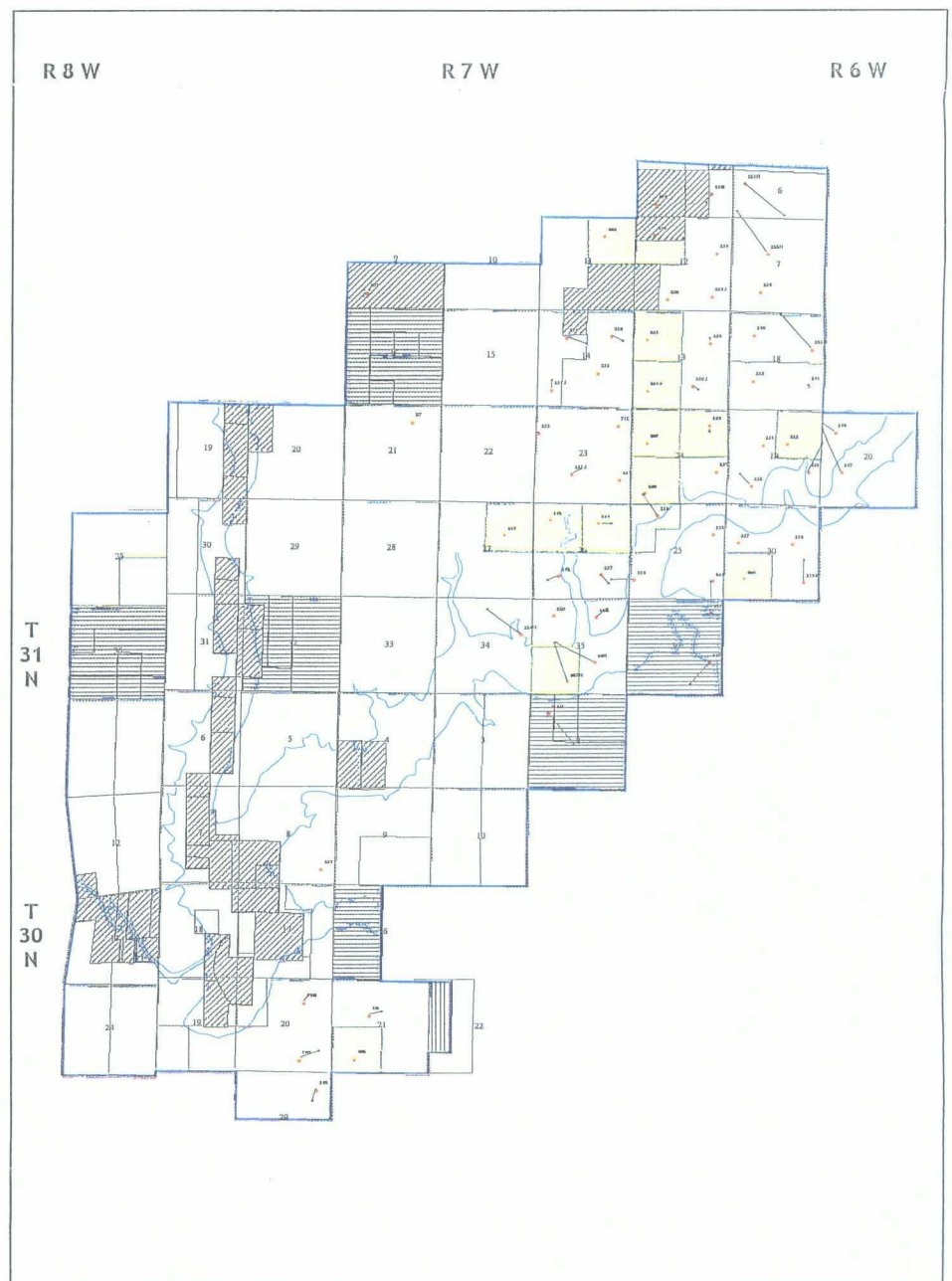
BP America Production Company	.50000000
Conoco Philips Company	.50000000

NW/4 Sec. 2-30N-7W (TRS. 36 & 35)

Williams Production Company	.18000000
Conoco Philips Company	.82000000

NE/4 Sec. 2 - 30N - 7W (TR. 34)

Forest Oil Corporation	1.00000000
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devon



Northeast Blanco Unit

San Juan and Rio Arriba, New Mexico

NEBU 257H Spacing Unit State Lands
Federal Lands Communitized W/ Outside Lands
Patented Lands Pictured Cliff Participating Area

Unit Outline

35 Tract Number

SF-079003 Lease Number



20 North Broadway
Oklahoma City, Oklahoma 73102
405-552-7843 FAX

Janet Wooldridge, CPL
Senior Landman
405-552-4626

January 19, 2009

State of New Mexico
Energy and Mineral Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
Attention: Engineering

Re: Request for Administrative Exception to
Unorthodox Location
Northeast Blanco Unit No. 257H
Section 35-T31N-R7W
San Juan County, New Mexico

Gentlemen:

Devon Energy Production Company, L.P. ("Devon") as Operator, drilled the referenced Pictured Cliffs well and dedicated the Southwest Quarter (SW/4) of Section 35-T31N-R7W as the spacing unit. Devon attempted to place this well at a legal surface location that would prevent waste by incorporating the wellpad for this well with the existing wellpad for the NEBU 68N.

The original surface location was 1160' FWL and 2395' FSL of Section 35-T31N-R7W. The original BHL was 700' FSL and 1940' FWL of the same section. This put the end of the lateral 700' east and north of the quarter section or spacing unit line, a standard location. At the last minute it was noticed that due to the location of some existing equipment on this pad the rig and drilling equipment would not fit on the pad as we had it configured. We flipped the pad, moving the SL about 80' to the east. We filed a sundry with a revised C-102. The new SL is 1240' FWL and 2390' FNL, a move of about 80' to the east. The proposed BHL stayed the same, however, due to an oversight, we failed to have the directional company make this change in the proposed directional drilling plan. As a result, they were proceeding as if we were drilling from the original location, which had the final effect of moving the BHL about 80' to the east. We drilled 2209' south of the SL, which put the BHL 681' FSL and outside the 660' setback limit. We drilled 782' east of the SL, which put the BHL 618' west of the east spacing unit line. This left us 42' too close to the spacing unit line and in a NSL situation. Devon respectfully requests that the Commission administratively approve this application for an unorthodox location in accordance with Division Rule 104(F)(3).

Leasehold for the entire Section 35-T31N-R7W is Federal lease SF-079003 (Northeast Blanco Unit Tract No. 7). The SE/4 of Section 35-T31N-R7W is the spacing unit for the recently drilled NEBU 68N. This well was drilled from the same well pad as the NEBU 257H. The NEBU 68N was spud on July 19, 2008 and turned to Pictured Cliffs sales on 11/21/08, flowing 400 MCFPD.

Ownership in the NEBU 68N is identical to ownership in the NEBU 257H. In the NE/4 of Section 35 Devon completed the NEBU 68M and has obtained a Paying Well Determination. In the NW/4 of Section 35 Devon completed the NEBU 250. Devon also received a Paying Well Determination for the NEBU 250. Exhibits have been prepared and Devon will file for approval of Pictured Cliffs Participating Area Expansions 10 through 22 next week. NEBU 68M will be in Expansion 20, effective September 1, 2006. NEBU 250 will be in Expansion 22, effective July 1, 2007. Both the 250 and 68M wells have the same working interest ownership as the NEBU 257H. To the northwest of the NEBU 257H spacing unit, in the NE/4 of Section 34-T31N-R7W is the NEBU 256H well, which was only recently completed and therefore does not have a Paying Well Determination. This well also is the same ownership as the NEBU 257H. In the SE/4 of Section 34-T31N-R7W, which is directly to the west of the NEBU 257H spacing unit, there is no Pictured Cliffs well. All of Section 34-T31N-R7W is NEBU Tract 7, Federal lease SF-79003.

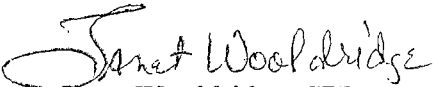
The spacing unit to the southwest of the NEBU 257H spacing unit is the NE/4 of Section 3-T30N-R7W. This is Federal Lease SF-079001, NEBU Tract 6A. There is no Pictured Cliffs well in this spacing unit. Working interest ownership is reflected on the attached plat. Directly to the south of the NEBU 257H spacing unit is the spacing unit for the recently completed NEBU 258H well. This well is not yet ready for a Paying Well Determination. The spacing unit is the NW/4 of Section 2-T30N-R7W. This is NEBU Tracts 35 and 36, State of New Mexico leases E-289-23 and E-289-24 ownership reflected on the attached plat. To the SE of NEBU 257H is the NE/4 of Section 2-T30N-R7W. To date, no Pictured Cliffs well has been drilled in this spacing unit. The leasehold is State of New Mexico E-289-3 and ownership is reflected on the attached plat.

Devon respectfully regrets drilling this well 42' too close to the spacing unit line and would like to assure you it was an unintentional oversight. That being said, we do not believe the 42' will jeopardize production from the SE/4 of Section 35-T31N-R7W nor any of the other surrounding spacing units. We anticipate the NEBU 68N will be deemed a Paying Well and will become a part of the Pictured Cliffs Participating Area as eventually will the NEBU 257H herein.

Copies of the application for approval of the Pictured Cliffs Participating Area Expansions 10 through 22 will be forwarded to you next week. Attached for your review you will find (a) land plat showing the spacing unit and surrounding units; (b) survey plat; (c) list of affected persons as defined in Rule 1207.A(2); (d) copies of notice letters to affected persons; and (e) copy of Inwell as built directional survey.

If you have any questions or concerns regarding this application, please contact me at 405-552-4626 or jan.wooldridge@devon.com.

Sincerely,
DEVON ENERGY PRODUCTION COMPANY, L.P.


Janet Wooldridge, CPL
Senior Landman

District I
1625 N. French Dr., Hobbs NM 88240
District II
1301 W. Grand Avenue, Artesia, NM 87210
District III
1000 Rio Brazos Rd., Aztec, NM 87410
District IV
1220 St. Francis Dr., Santa Fe, NM 87505

State of New Mexico
Energy, Minerals & Natural Resources Department

OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87504-2088

Form C-102

Revised October 12, 2005

Submit to Appropriate District Office

State Lease - 4 Copies

Fee Lease - 3 Copies

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number	2 Pool Code	3 Pool Name
4 Property Code	5 Property Name	6 Well Number
	NEBU	# 257H
7 OGRID No.	8 Operator Name	9 Elevation
	Devon Energy Production Company, L.P.	6205

10 Surface Location

UL or Lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	35	31 N	7 W		2390	NORTH	1240	WEST	SAN JUAN

11 Bottom Hole Location If Different From Surface

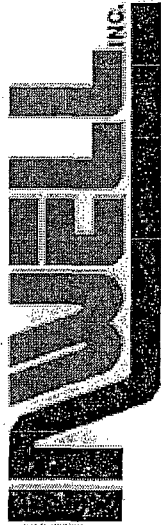
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	35	31 N	7 W		681	SOUTH	2022	WEST	SAN JUAN

12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code	15 Order No.

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

16	5272(R)	17 OPERATOR CERTIFICATION	
		<p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature _____ Date _____</p> <p>Printed Name _____</p>	
			18 SURVEYOR CERTIFICATION
			<p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>December 4, 2008 as drilled calc. Restaked: Sept. 16, 2008</p> <p>Date of Survey _____</p> <p>Signature and Seal of Professional Surveyor _____</p> <p>7016 Certificate Number</p>

(R) - GLO Record



Job Number:

Company: Devon Energy

Lease/Well: NEBU 257H

Location: San Juan County

Rig Name:

RKB:

G.L. or M.S.L.:

State/Country: New Mexico

Declination:

Grid:

File name: J:\CUST08-1\SURVEYS\DEVON\082229.SVY

Date/Time: 09-Oct-08 / 07:31

Curve Name: AS Drilled

Inwell, Inc

WINERVE SURVEY CALCULATIONS

Minimum Curvature Method

Vertical Section Plane 160.40

Vertical Section Referenced to Wellhead

Rectangular Coordinates Referenced to Wellhead

Measured Depth FT	Incl Angle Deg	Drift Direction Deg	True Vertical Depth	N-S FT	E-W FT	CLOSURE			Dogleg Severity Deg/100
						Distance FT	Direction Deg	Vertical Section FT	
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2305.42	.00	.00	2305.42	.00	.00	.00	.00	.00	.00
2347.00	3.00	195.80	2346.98	-1.05	-.30	1.09	195.80	.89	7.22
2440.00	7.40	180.00	2439.58	-9.38	-.96	9.43	185.84	8.52	4.93
2533.00	14.10	181.10	2530.90	-26.72	-1.18	26.74	182.52	24.77	7.21
2625.00	22.90	174.00	2618.07	-55.78	.48	55.79	179.50	52.71	9.86
2719.00	34.80	166.90	2700.28	-100.27	8.50	100.63	175.15	97.31	13.15
2811.00	43.00	163.40	2771.82	-156.01	23.44	157.76	171.45	154.83	9.22
2903.00	46.60	161.90	2837.09	-217.86	42.80	222.03	168.89	219.59	4.08
2996.00	58.90	162.10	2893.28	-288.13	65.62	295.51	167.17	293.45	13.23

Measured Depth FT	Incl Angle Deg	Drift Direction Deg	True Vertical Depth	N-S FT	E-W FT	Vertical Section FT	CLOSURE		Dogleg Severity Deg/100
							Distance FT	Direction Deg	
3089.00	68.80	161.40	2934.21	-367.31	91.75	376.81	378.60	165.97	10.67
3182.00	73.40	158.40	2964.34	-449.89	122.01	464.75	466.14	164.83	5.81
3276.00	73.10	156.50	2991.43	-533.02	156.52	554.64	555.52	163.64	1.96
3368.00	75.50	156.80	3016.32	-614.33	191.62	643.01	643.52	162.68	2.63
3460.00	75.70	155.90	3039.20	-695.95	227.37	731.90	732.15	161.91	.97
3553.00	75.10	156.40	3062.64	-778.26	263.76	821.65	821.74	161.28	.83
3647.00	75.10	158.30	3086.82	-862.09	298.74	912.35	912.38	160.89	1.95
3742.00	75.00	159.00	3111.33	-947.58	332.15	1004.09	1004.10	160.68	.72
3794.00	75.70	159.60	3124.48	-994.64	349.94	1054.39	1054.40	160.62	1.75
PC Top @ 3850' MD/3138' TVD									
3848.99	75.82	159.03	3138.00	-1044.50	368.76	1107.68	1107.68	160.55	1.03
3968.00	76.10	157.80	3166.87	-1151.86	411.24	1223.07	1223.07	160.35	1.03
4062.00	82.20	158.90	3184.56	-1237.63	445.27	1315.28	1315.29	160.21	6.59
4156.00	86.30	160.30	3193.97	-1325.27	477.86	1408.78	1408.79	160.17	4.61
4247.00	91.30	161.20	3195.88	-1411.13	507.84	1499.73	1499.74	160.21	5.58
4341.00	93.00	162.10	3192.35	-1500.29	537.42	1593.63	1593.64	160.29	2.05
4433.00	92.00	161.80	3188.34	-1587.68	565.89	1685.51	1685.51	160.38	1.13
4526.00	91.80	161.30	3185.25	-1675.85	595.31	1778.44	1778.44	160.44	.58
4620.00	91.60	161.40	3182.47	-1764.87	625.36	1872.39	1872.39	160.49	.24
4713.00	91.60	160.30	3179.87	-1852.69	655.85	1965.35	1965.35	160.51	1.18
4807.00	91.30	160.40	3177.49	-1941.19	687.45	2059.32	2059.32	160.50	.34
4899.00	91.10	160.90	3175.56	-2027.97	717.93	2151.30	2151.30	160.51	.59
4991.00	92.00	160.30	3173.07	-2114.71	748.48	2243.26	2243.26	160.51	1.18
5022.00	91.00	160.60	3172.26	-2143.92	758.85	2274.25	2274.25	160.51	3.37
Projected to Bit									
5091.00	91.00	160.60	3171.06	-2208.99	781.76	2343.24	2343.24	160.51	.00