

Exhibit |

OWNERSHIP TABULATION

W/2 of Section 23, T17S, R34E, Eddy County, New Mexico

Working Interest Owner	Initial Drilling and Completion
Fasken Land and Minerals, Ltd.	.2437500
Marshall & Winston, Inc.	.1312500
ExxonMobil Production	.5000000
G & G Limited	.0742500
GK Partners	.0082500
Joel T. Mays	.0277500
Mark T. Owens	.0125000
David W. Logan	.0025000
Total	1.0000000

Fasken Oil and Ranch, Ltd. and Fasken Land and Minerals, Ltd. 303 West Wall, Suite 1800 Midland, Texas 79701 Attention: Sally Kvasnicka phone 915/687-1777 915/687-0669 (fax)

G & G Limited 550 W. Texas, Suite 1240 Midland, Texas 79701 Attention: David Griffin

915/687-1042, Ext. 12 915/687-2504(fax)

GK Partners
550 W. Texas, Suite 1240
Midland, Texas 79701
Attention: David Griffin
915/687-1042, Ext. 12
915/687-2504(fax)

Joel T. Mays P. O. Box 5682 Midland, Texas 79704

Mark T. Owen 3323 Providence Midland, Texas 79707

David W. Logan P. O. Box 184 Midland, Texas 79702

Marshall & Winston, Inc.
P.O. Box 50880
Midland, Texas 79710-0880
Attention: Kevin Hammit
915/684-6373
915/682-1316 (fax)

ExxonMobil Production P. O. Box 4697 Houston, Texas 77210-4697 Attention: Paul Keffer 713/431-1237 phone 713-431-1467 OIL CONSERVATION DIVISION

OIL CONSERVATION NO. 24. 2003

Case No. 13106 Exhibit No. 24. 2003

Case No. 13106 Exhibit No. 24. 2003

Fasken Date: July 24. 2004

Hearing Date: Hearing

FARMOUT AGREEMENT

DATE:

February 3, 2003

TO: Griffin Petroleum Company 550 WEST TEXAS

SUITE 1240

MIDLAND, TX 79701

RE: SW/4 Section 23-17S-34E

Lea County, NM

In consideration of the benefits to accrue to the parties hereto and the covenants and obligations to be kept by you, it is hereby mutually agreed as follows:

I ACREAGE:

We represent without Warranty of Title of any kind or character that we hold Oil and Gas Leases or Mineral Interests covering:

SW/4 of Section 23-17S-34E, Lea County, New Mexico, including but not limited to those oil and gas leases described on Exhibit "A" attached hereto. Such leases insofar and only insofar as they cover the SW/4 of Section 23-17S-34E below the base of the formation unitized in the North Vacuum Abo unit, shall hereinafter be referred to as "the Acreage".

We agree to deliver to you such abstracts and other title papers as we have in our files at this time, and at your sole cost, risk and expense you agree to conduct such Title Examinations and secure such curative matter as is necessary to satisfy yourselves that Title is acceptable to you.

II OBLIGATIONS:

A) TEST WELL: On or before the 3rd day of August, 2003, you agree to commence, or cause to be commenced the actual drilling of a well for oil and/or gas at the following location:

A legal location in Section 23-17S-34E, Lea County, New Mexico

and you further agree to drill said Test Well with due diligence in a workmanlike manner to a depth sufficient to thoroughly test the following:

the Atoka/Morrow formation or to a depth of 11,600', whichever is the lesser depth

- B) COMPLETION OR ABANDONMENT: When the Test Well has reached its total depth, you agree:
 - (1) That if you believe the Well can be completed as a producer of oil and/or gas to diligently prosecute the completion of said Well without unreasonable delays; or,
 - (2) If you determine to abandon the Well you will promptly furnish us with an appropriate electrical log and you further agree that you will not abandon the Well as a dry hole until you have furnished said electrical log to us and thereafter given us at least 24 hours notice of your intention to abandon, unless we consent to an earlier abandonment thereof. After such time or such consent has been given, you agree to promptly plug and abandon the Test Well in accordance with all the requirements of any governmental body having jurisdiction.

BEFORE THE
OIL CONSERVATION DIVISION
Case No. 13106 Exhibit No.
Submitted By:
Submitted By:
Fasken Oil and Ranch
Hearing Date: July 24, 2003

III FAILURE TO DRILL:

The only consequence of your failure to drill or complete the proposed Test Well hereinabove provided for shall be the ipso facto cancellation of this Agreement in its entirety and such cancellation shall be the only penalty resulting from such failure. You shall have no obligation to commence, drill, or complete such Test Well.

IV COMMITMENT:

UPON WRITTEN REQUEST, and after completion of the Test Well provided for hereinabove in accordance with all the terms and provisions of this Agreement, we agree:

If at least 50% of the proration unit for the Test Well is comprised of the farmout acreage and the Test Well is completed as a well capable of producing oil and/or gas in commercial quantities, to assign to you without warranty of title of any kind or character, all of our right, title and interest in the proration unit for the Test Well, located in Section 23-17S-34E, Lea County, New Mexico from below the base of the formation unitized in the North vacuum Abo Unit to 100' below the total depth drilled. The assignment will reserve unto us an overriding royalty interest equal to the difference between 25% and leasehold burdens of all oil, casinghead gas, gas and condensate produced, which overriding royalty shall be delivered free and clear of all cost and expenses except taxes on production and shall be proportionately reduced if our leases cover less than a full interest and if we own less than the full working interest in the leases, it being our intent to deliver to you a 75% net revenue interest before payout of the Test Well.

When you have recovered from the production of the Test Well, less all payments burdening production, including all royalties, overriding royalties, and production taxes, a payout of all of the cost of drilling, testing, completing, and equipping the Test Well for production, in addition to the cost of operating such well during the payout period, you shall notify us and we shall have the option, to be exercised within thirty (30) days after receipt of such notice, in which to elect to retain our reserved overriding royalty or convert said overriding royalty to a twenty-five percent (25%) working interest in said well, proportionately reduced if the leasehold interest to be assigned hereunder covers less than the entire and undivided fee interest in the described lands. Our failure to make an election within said 30 day period shall be deemed an election not to convert our overriding royalty interest, thereby retaining such overriding royalty interest. If we elect to become a working interest owner, such assignment shall be effective as of 7:00 a.m. on the first day of the month following the month in which the Test Well paid out and the accounts shall be adjusted accordingly. Your reassignment of such working interest to us shall be free and clear of any liens or encumbrances, overriding royalties or other payments out of production not existing at the time of the execution of this Agreement.

V WELL TAKE OVER

If, for whatever reason, you shall determine to plug and abandon the initial well or any other well drilled by you on The Acreage as a well which cannot be completed as a well producing oil in commercial quantities or as a well producing or capable of producing gas in commercial quantities, then, if, not later than 24 hours after receipt by us from you of notice of your intent to plug and abandon the well, we shall notify you that we elect to take over the well and we shall be entitled to do so in accordance with the following:

 On the date of making such election ("Takeover Date"), we shall take physical possession of the well and the assigned interests;

- (b) We shall assume the risk of operations and pay all costs and expenses incurred on and after the Takeover Date and shall indemnify you and hold you harmless against such risk, costs and expenses relating thereto;
- (c) You shall pay and discharge all costs and expenses incurred prior to the Takeover Date and shall indemnify us and hold us harmless against such costs and expenses and claims relating thereto;
- (d) You shall promptly execute and deliver to us the appropriate transfer documents, without warranty of title, except by, through or under you, covering all of your rights, titles and interest in the well and the leasehold acreage in the units approved by the applicable governmental agency for production allowable purposes, together with all personal property, equipment and fixtures located on or in the well on the lease or unit on which it has been drilled;
- (e) We shall pay to you in cash the amount (if any) by which the salvage value of such personal property, equipment and fixtures exceeds the reasonably estimated cost of plugging and abandoning the well in its then condition as required by law or administrative authority; and
- (f) You shall make available to us for inspection and copying all files in your possession or reasonably available to you relating to geological or engineering data obtained in drilling the well and making a completion attempt thereon (if completion has been attempted).

Unless we shall notify you of our election to take over the well as above set out, we shall be deemed to have waived our rights under this Article V.

VI INFORMATION AND REPORTS:

As a further express Consideration for this Agreement, and not as a covenant only, you agree to furnish to:

Magnum Hunter Resources, Inc. Attention: H. C. Lee P. O. Box 140907 Irving, TX 75039-5611

the following:

- 1. (a) DAILY DRILLING REPORTS on the progress of the well which shall include drilling depth, information on all tests including character, thickness, name of any formation penetrated, shows of oil, gas or water, and detailed reports on all drillstem tests.
 - (b) 1 Copy of all forms furnished to any governmental authority.
 - (c) 2 Copies of all electrical logging surveys.
 - (d) 2 Copies of the well log upon completion.
 - (e) 1 Copy of the plugging record, if any.
 - (f) Samples of all cores and cuttings, if so requested.
 - 2. Other Information Required:

Attached as Exhibit "B".

VII PRODUCTION TESTS:

You shall drillstem test any formations in which shows of oil and/or gas are encountered after notifying us in ample time before commencement in order to allow us to reach the well and witness

the test, and you also agree to notify us immediately by telephone or telegraph as to the results of any such test. Notification shall be given to:

Magnum Hunter Resources, Inc. Attention: H. C. Lee P. O. Box 140907 Irving, TX 75039-5611 Telephone No.: 972-401-0752 Night Telephone No.:

It is understood that our representatives shall have access to the rig floor at all times at our sole risk and expense, and to any and all information concerning the Test Well.

VIII DELAY RENTALS:

It is agreed that from and after the date of this Agreement we will pay any delay rentals which may become due on the Oil and Gas Leases subject to this Agreement until such time as the Assignment provided for in Section IV above has been executed, and thereafter bill you for 100% of the delay rental paid by us.

IX CONSENT REQUIREMENT:

This Agreement is personal in nature and may not be assigned without our written consent being first obtained. When requesting consent to make an assignment of all or a portion of this Agreement you will advise the parties to whom the assignment will be made.

X STATUS OF PARTIES:

In the drilling of the Test Well and otherwise complying with the terms and provisions of this Agreement, you are acting independently of us and not as a partner in any capacity, mining or otherwise. We shall have no responsibility whatsoever in connection with the drilling of said well and it shall be drilled at your sole cost, risk and expense. You further agree to hold us harmless from any and all debts, claims or damages incurred in connection with the performance of this Agreement.

XI OTHER PROVISIONS:

We agree that in the event the test well is lost or heaving shale, excessive saltwater flow, mechanical difficulty or other conditions are encountered prior to reaching contract depth which make continued drilling of any well provided for herein impractical or economically unfeasible, or in the event you drill any well provided for herein to contract depth but complete it as a dry hole, you shall have the right within sixty (60) days after abandonment thereof to commence the drilling of a substitute well to contract depth at a location of your choice within the area described in Article II herein. The terms of this Agreement shall apply to the drilling and completion of such substitute well in the same manner as the initial Test Well.

In the event you are rendered unable, in whole or in part, by Force Majeure to carry out your obligations under this Agreement, then up on notice to us setting forth the particulars of the occurrence of the cause relied upon, your obligations, so far as they are affected by such Force Majeure, shall be suspended, from the date of such occurrence to the end thereof.

If any party or parties hereto should hereafter institute litigation against any other party or parties hereto alleging that such other party or parties have breached this Agreement or any agreement attached hereto, referred to herein, or contemplated by this Agreement, the non-prevailing party or parties (whether plaintiff or defendant) shall reimburse the prevailing party or parties for the prevailing party's or parties' reasonable (the matter of reasonableness to be determined by the court) attorneys' fees and other costs in connection with such litigation.

This agreement shall be effective as to us and you, and our respective successors, heirs, and assigns.

If the terms and provisions of this Agreement in its entirety are acceptable, kindly indicate approval by signing below in the space provided and returning one (1) executed copy of this Agreement to us.

PRIZE ENERGY RESOURCES , L.P. By: PRIZE ENERGY OPERATING COMPANY, its

Sole General Partner

Richard S. Farrell

Vice President Land (Onshore)

This Agreement is APPROVED

and ACCEPTED this 12 day of FEBRUARY, 2003.

GRIFFIN PETROLEUM COMPANY

By: Wouther

EXHIBIT "A"

Attached to and made a part of that certain Farmout Agreement date: January 3, 2003, by and between Prize Energy Resources, L.P., Farmor, and Griffin Petroleum Company, Farmee

LESSOR: STATE OF NEW MEXICO B-1040

LESSEE: DATE: 7/11/32 DESCRIPTION:

SW/4 of Section 23, T-17-S, R-34-E, as to all depths below the base of the formation unitized in the North Vacuum Abo Unit

EXHIBIT "B"

WELL INFORMATION AND DATA REQUIRED

- 1. The Operator shall furnish Magnum Hunter Resources, Ir.c. (MHR) with a surveyor's plat showing the location and ground elevation of the test well, together with a brief summary of Operator logging, coring, and testing program and/or a copy of Operator drilling and geologic prognosis proposed for such well, and notify MHR, Inc. the date of commencement of actual drilling within 24 hours after the well has been spud.
- 2. During operations of each test well, Operator shall do the following:
 - Permit MHR authorized representatives to have full and complete access to the derrick floor at any time and to observe all operations at MHR's sole risk and expense.
 - b. Furnish daily to MHR at the office indicated below a drilling report covering the preceding 24 hours showing work done, depth drilled, formations penetrated, footage last 24 hours, days from spud, mud properties, bit data, surveys, cumulative total cost, present operations, and any shows of oil or gas encountered.
 - Core and/or test all formations as a reasonable prudent operator would do for all formations having shows of oil or gas as revealed in drilling, coring, or by electrical or mud logging surveys.
 - d. Run or make or cause to be run or made one type of an Induction Electrical Survey plus one porosity log such as a Formation Density log and/or a Sonic survey.
 - Notify MHR prior to any open-hole electric lcgs, runs, coring, drillstem testing, or production tests in ample time before beginning any of the above operations so that MHR can have a representative present.
- 3. Daily Drilling Reports (written and telephone):

Magnum Hunter Resources, Inc. Attention: Vicki Elkington P. O. Box 140907 Irving, TX 75039-5611 Telephone No.:972-401-0752 Night Telephone No.:

Notification prior to testing, logging, completing, P&A, etc.:

Magnum Hunter Resources, Inc. Attention: H.C. Lee P. O. Box 140907 Irving, TX 75039-5611 Telephone No.: 972-401-0752 Night Telephone No.:

All correspondence and formal written proposals should be mailed or directed to:

Magnum Hunter Resources, Inc. P. O. Box 140907 Irving, TX 75039-5611

- The following items (if run) should be mailed to this office to the same address as listed above. Number of copies are underlined:
 - Electric Logs : Field Prints $\frac{2}{2}$ Final Prints $\frac{2}{2}$ Core Analysis: Field Prints $\frac{2}{2}$ Final Prints $\frac{2}{2}$ DST/RFT Results and Analysis: $\frac{2}{2}$
 - b.
 - c.
 - All forms filed with State and Federal Regulatory Bodies: 1 d.

 - Location Plat and elevations (GL, DF, & KB): 1
 Directional, Temperature, Caliper, and Collar Log Surveys: Field Prints 1 Final Prints 2

g. Mud Log: Field Prints $\underline{2}$ Final Prints $\underline{2}$ h. Drilling Contract $\underline{1}$

District I 1625 N. French Dr., Hobbs, NM 88240

State of New Mexico RECEIVED Minerals and Natural Resources

Form C-101 Revised March 17, 1999

District II 811 South First, Artesia, NM 88210

IIIN 25 2002 Oil Conservation Division

Submit to appropriate District Office

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Date: June 17,	2003		Phone: (915)	687-17	77		Conditio	ons of Ap	proval:		Đ	FORE T	'HE
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OIL CONSERVATION DIVISION Case No. 13106 Exhibit No.___ Submitted By:

Fasken Oil and Ranch Hearing Date: July 24 2003

DISTRICT I 1825 N. French Dr., Hobbs, NM 88240 DISTRICT II 811 South First, Artesia, NM 88210

State of New Mexico

Energy, Minerals and Natural Resources Department

Form C-102 Revised March 17, 1999

Submit to Appropriate District Office
State Lease - 4 Copies
Fee Lease - 3 Copies

DISTRICT III 1000 Rio Brazos Rd., Aztec, NM 87410

DISTRICT IV 2040 South Pacheco, Santa Fe, NM 87505

OIL CONSERVATION DIVISION

2040 South Pacheco

Santa Fe, New Mexico 87504-2088

D AMENDED REPORT

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Signature Jimmy D. Carlile Printed Name Regulatory Affairs Coordinator Title June 17, 2003 Date 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 supervison, and that the same is true and correct to the best of my belief. APRIL 24, 2003 Date Surveyed Signature & Seat of Photoestonal Survey LAT - N32*48'54.0" LONG - W103*32'08.0" - 1310'-7977 PROFESSIONAL CHI

Recommended Casing Program A.F.E. No. 687

Fasken Oil and Ranch, Ltd.-----Dirt Devil "23" State No. 1-----North Vacuum Atoka-Morrow Field Lea County, NM

String	Footage	Size	Weight	<u>Grade</u>	Thread
Surface	500'	13-3/8"	48.00#	H-40	ST&C
Intermediate	2700' 1500' 800' 5000'	9-5/8" 9-5/8" 9-5/8"	36.00# 40.00# 40.00#	K-55 K-55 HCK-55	ST&C ST&C ST&C
Production	800' 10,000' <u>1,200'</u> 12,000'	5-1/2" 5-1/2" 5-1/2"	17.00# 17.00# 20.00#	N-80 N-80 N-80	BT&C LT&C LT&C
Tubing	11,700'	2-3/8"	4.70#	N-80	EUE 8rd

Recommended Procedure

Dirt Devil "23" State No. 1 ------------ A.F.E. No. 687 --------North Vacuum Atoka-Morrow Field 660' FSL and 1310' FWL Sec. 23, T17S, R34E Lea County, NM

- 1. Drilling contractor to set 30" conductor if necessary. MIRU rotary tools.
- 2. Drill 17-1/2" hole to 500' with spud mud. Set and cement 13-3/8" casing 500 sx Class "C" with 2% $CaCl_2$ (s.w. 14.8 ppg, yield 1.32 ft³/sx). WOC 12 hrs.
- 3. Drill 12-1/4" hole to 5000' with 10 ppg brine water. Control seepage with paper.
- 4. Set and cement 9-5/8" casing at 5000' with estimated 1100 sx Halliburton Interfill "C" with 8# salt and 1/4# Flocele (s.w. 11.9 ppg, yield 2.46 ft³/sx) plus 200 sx Class "C" neat (s.w. 14.8 ppg, 1.32 ft³/sx). Run temperature survey and locate TOC if cement is not circulated.
- 5. Install 11" x 5000 psi intermediate spool. NU 11" 5000 psi B.O.P.'s, hydril and choke manifold. WOC 12 hours. Set up DST test line complete with test tank. RU mud gas separator with flare ignitor. Install H₂S monitor equipment, escape packs and briefing stations.
- 6. Hydrostatically test 200' of 9-5/8" casing to 2800 psig, casing spool, BOP's, and choke manifold to 3000 psig, and hydril to 1500 psig. Install PVT equipment
- 8. Drill 8-3/4" hole to total depth of 12,000'. Drill out using fresh water to a depth of 9100'. Convert to 9.5 ppg cut brine water at 9100' just above the Wolfcamp shales. Mud up by 10,800' with starch and PAC mud system. Increase viscosity with salt gel or polymer as needed to clean hole. Maintain 9.5-10.0 ppg and 10 cc water loss to total depth. NOTE: RU barite bin and be prepared to raise mud weight to 12 ppg in the Atoka-Morrow interval if necessary.
- 9. DST all shows.
- 10. Log well with DLL-MSFL and CNL-LDT using Schlumberger Platform Express.
- 11. Install 5-1/2" BOP rams, run and cement 5-1/2" production casing (resin coated and centralized through pay zones) with DV tool at base of Abo (estimate 9500') as follows;

First Stage: Note, batch mix lead slurry. 10 bfw + 500 gallons Mud Clean + 10 bfw and estimated 800 sx Halliburton Super "H" with 1# salt, 0.4% CFR-3, 0.5% Halad-344, 0.25% HR-7 and 3% Gilsonite (s.w. 13.0 ppg, yield 1.69 ft³/sx). Open DV tool and circulate 6 hours.

Second stage: 1100 sx Halliburton Lite "C" with 6% gel (s.w. 12.6 ppg, yield 2.01 ft³/sx) plus 200 sx Class "H" neat (s.w. 15.6 ppg, yield 1.18 ft³/sx). Calculate second stage cement volume for TOC at 4500'.

- 12. Set slips, nipple down BOP's and run temperature survey to locate cement top.
- 13. Install 11"-5000 psi x 7-1/16"-5000 psi tubinghead and flow tree.
- 14. Rig down and move out rotary tools.
- 15. Level location, set mast anchors, move in and rig up completion unit.

Dirt Devil "23" State No. 1 Recommended Procedure Page 2

- 16. RIW with 4-5/8" bit, 5-1/2" casing scraper, 6 3-1/2" drill collars and 2-3/8" 4.7# N-80 EUE 8rd tubing. Drill out DV tool and reciprocate scraper through DV tool several times. Pressure test casing to 1500 psig. RIW and clean out to float collar. Circulate well clean and pressure test casing to 1500 psig. POW and LD tools.
- 17. RIW with packer, T.O.S.S.D. with "F" profile nipple and 2-3/8" tubing. Set packer, install flow tree, swab down tubing and perforate pay interval.
- 18. Flow test well, evaluate, and stimulate if necessary.
- 19. RDPU. Clean and level location.
- 20. Run C.A.O.F.P. and pressure build up.
- 21. Connect surface equipment.

TET (DirtDevil23State1drlgprc)

Sally Kvasnicka's Phone Log Telephone Discussions with Paul Keffer of ExxonMobil (713)431-1237

- May 23, 2003 Fasken proposed drilling the Dirt Devil "23" State No. 1 Well to ExxonMobil with the alternatives of participating, farming out or granting a term assignment on similar terms to Section 26 for our Kirby 26 well.
- May 27, 2003 ExxonMobil received Fasken's well proposal.
- May 29, 2003- Left message for Paul Keffer
- June 4, 2003- Paul returned my call from May 29th. I was out of town and missed his returned call.
- June 9, 2003 I called Paul Keffer and we discussed drilling of the Dirt Devil "23" State No. 1 Well.
- June 18, 2003 I called and discussed with Paul Keffer Fasken filing force pooling proceedings.
- July 11, 2003 I called and left message with Paul Keffer expressing our desire to work things out as to operations of the proposed Dirt Devil well.
- July 14, 2003 I called and left another message with Paul Keffer. Paul returned my call and we discussed the upcoming hearing.
- July 14, 2003 E-mail to Paul Keffer to answer his question regarding 30 day election period after hearing to make election to participate or farmout interest.

OIL CONSERVATION DIVISION

Case No. 13106 Exhibit No.

Submitted By:
Submitted By:
Fasken Oil and Ranch
Hearing Date: July 24, 2003

FASKEN OIL AND RANCH, LTD. 303 West Wall, Suite 1800 Midland, Texas 79701 (432) 687-1777 phone (432) 687-0669 fax

May 23, 2003

Certified Mail Return Receipt 7002 0460 0002 0070 4468
Fax # 713/431-1467
ExxonMobil Production
P. O. Box 4697
Houston, TX 77210-4697
Attention: Paul Keffer

RE:

Dirt Devil "23" State No. 1 660' FSL & 1310' FWL, Section 23 T17S, R34E, NMPM, Lea County,

New Mexico

Gentlemen:

Fasken Land and Minerals, Ltd. has a leasehold position in the West half of Section 23, T17S, R34E, NMPM, Lea County, New Mexico and we desire to form a 320 acre spacing unit consisting of the West half of Section 23 for any production below the base of the formation unitized in the North Vacuum Abo unit and to drill a 12,000 foot Morrow well. We hereby propose the Dirt Devil "23" State No. 1 well to ExxonMobil Production at a location of 660' F\$L & 1310' FWL of Section 23, T17S, R23E, NMPM, Lea County, New Mexico. Attached to this proposal is Fasken Oil and Ranch, Ltd.'s:

- 1. Recommended Drilling and Completion Procedure,
- 2. Recommended Casing Program, and
- 3. Cost Estimate No. 687.

In the event ExxonMobil Production elects to participate, Fasken Oil and Ranch, Ltd. ("Fasken") has prepared an Joint Operating Agreement for your review and signature. Should ExxonMobil choose not to participate, Fasken proposes that ExxonMobil grant to Fasken Land and Minerals, Ltd. one of the following options 1.) a Term Assignment of its interest in the Northwest quarter (NW/4) identical to the one granted to Griffin Petroleum Company covering Section 26, T17S, R34E, Lea County, New Mexico (\$350 per acre X 160 acres = \$56,000) or 2.) farmout its interest in the Northwest quarter (NW/4) delivering a 75% Net Revenue Interest, converting the retained overriding royalty to a twenty five percent (25%) back-in at payout.

BEFORE THE DIVISION OIL CONSERVATION DIVISION

Case No. 13106 Exhibit No.

Case No. 13106 Exhibit No.

Submitted By:
Submitted B

Page 2 May 23, 2003 ExxonMobil Production

Please review the enclosed materials and respond within thirty (30) days of your receipt of this proposal by signifying your election in the space provided below and returning one copy to Fasken's office. Should you have any questions regarding this proposal and or request, please feel free to call.

Sincerely,

Sally M. Kvasnicka Land Manager

SMK	:	m	e
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cc:	David Griffin, Griffin Petroleum Company, 550 W. Texas, Suite 1240, Midland, TX 79701 Kevin Hammit, Marshall & Winston, Inc. P. O. Box 50880, Midland, TX 79710-0880 Elect to participate in the proposed operation described above naming Fasken Oil and Ranch, Ltd. as operator. Elect not to participate in the proposed operation described above but grant either a Term Assignment or Farmout.
Compa	any:
By:	
Date:	

Recommended Procedure

- 1. Drilling contractor to set 30" conductor if necessary. MIRU rotary tools.
- 2. Drill 17-1/2" hole to 500' with spud mud. Set and cement 13-3/8" casing 500 sx Class "C" with 2% CaCl₂ (s.w. 14.8 ppg, yield 1.32 ft³/sx). WOC 12 hrs.
- 3. Drill 12-1/4" hole to 5000' with 10 ppg brine water. Control seepage with paper.
- 4. Set and cement 9-5/8" casing at 5000' with estimated 1100 sx Halliburton Interfill "C" with 8# salt and 1/4# Flocele (s.w. 11.9 ppg, yield 2.46 ft³/sx) plus 200 sx Class "C" neat (s.w. 14.8 ppg, 1.32 ft³/sx). Run temperature survey and locate TOC if cement is not circulated.
- 5. Install 11" x 5000 psi intermediate spool. NU 11" 5000 psi B.O.P.'s, hydril and choke manifold. WOC 12 hours. Set up DST test line complete with test tank. RU mud gas separator with flare ignitor. Install H₂S monitor equipment, escape packs and briefing stations.
- 6. Hydrostatically test 200' of 9-5/8" casing to 2800 psig, casing spool, BOP's, and choke manifold to 3000 psig, and hydril to 1500 psig. Install PVT equipment
- 8. Drill 8-3/4" hole to total depth of 12,000'. Drill out using fresh water to a depth of 9100'. Convert to 9.5 ppg cut brine water at 9100' just above the Wolfcamp shales. Mud up by 10,800' with starch and PAC mud system. Increase viscosity with salt gel or polymer as needed to clean hole. Maintain 9.5-10.0 ppg and 10 cc water loss to total depth. NOTE: RU barite bin and be prepared to raise mud weight to 12 ppg in the Atoka-Morrow interval if necessary.
- 9. DST all shows.
- Log well with DLL-MSFL and CNL-LDT using Schlumberger Platform Express.
- 11. Install 5-1/2" BOP rams, run and cement 5-1/2" production casing (resin coated and centralized through pay zones) with DV tool at base of Abo (estimate 9500') as follows;

First Stage: Note, batch mix lead slurry. 10 bfw + 500 gallons Mud Clean + 10 bfw and estimated 800 sx Halliburton Super "H" with 1# salt, 0.4% CFR-3, 0.5% Halad-344, 0.25% HR-7 and 3% Gilsonite (s.w. 13.0 ppg, yield 1.69 ft³/sx). Open DV tool and circulate 6 hours.

Second stage: 1100 sx Halliburton Lite "C" with 6% gel (s.w. 12.6 ppg, yield 2.01 ft³/sx) plus 200 sx Class "H" neat (s.w. 15.6 ppg, yield 1.18 ft³/sx). Calculate second stage cement volume for TOC at 4500'.

- 12. Set slips, nipple down BOP's and run temperature survey to locate cement top.
- 13. Install 11"-5000 psi x 7-1/16"-5000 psi tubinghead and flow tree.
- 14. Rig down and move out rotary tools.
- 15. Level location, set mast anchors, move in and rig up completion unit.

- 16. RIW with 4-5/8" bit, 5-1/2" casing scraper, 6 3-½" drill collars and 2-3/8" 4.7# N-80 EUE 8rd tubing. Drill out DV tool and reciprocate scraper through DV tool several times. Pressure test casing to 1500 psig. RIW and clean out to float collar. Circulate well clean and pressure test casing to 1500 psig. POW and LD tools.
- 17. RIW with packer, T.O.S.S.D. with "F" profile nipple and 2-3/8" tubing. Set packer, install flow tree, swab down tubing and perforate pay interval.
- 18. Flow test well, evaluate, and stimulate if necessary.
- 19. RDPU. Clean and level location.
- 20. Run C.A.O.F.P. and pressure build up.
- 21. Connect surface equipment.

TET (DirtDevil23State1drlgprc)

Recommended Casing Program A.F.E. No. 687

Fasken Oil and Ranch, Ltd.——Dirt Devil "23" State No. 1——North Vacuum Atoka-Morrow Field Lea County, NM

String	Footage	Size	Weight	Grade	Thread
Surface	500'	13-3/8"	48.00#	H-40	ST&C
Intermediate	2700' 1500' <u>800'</u> 5000'	9-5/8" 9-5/8" 9-5/8"	36.00# 40.00# 40.00#	K-55 K-55 HCK-55	ST&C ST&C ST&C
Production	800' 10,000' <u>1,200'</u> 12,000'	5-1/2" 5-1/2" 5-1/2"	17.00# 17.00# 20.00#	N-80 N-80 N-80	BT&C LT&C LT&C
Tubing	11,700'	2-3/8"	4.70#	N-80	EUE 8rd

FASKEN OIL AND RANCH, LTD.

COST ESTIMATE

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow) 660' FSL & 1310' FWL Sec. 23, T17S, R34E

DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

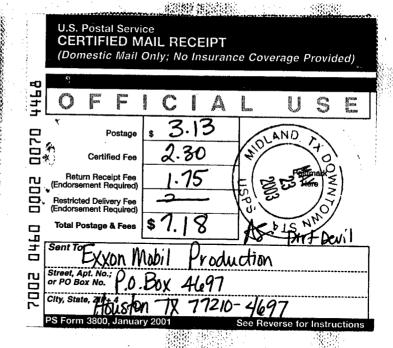
AFE NO: 687

STATE: New Mexico

TANGIBLES						
TUBULAR GOODS	SIZE [IN]	FOOTAGE [FT]	PRICE [\$/FT]	SUB	TÓTAL I	DRY HOLE
Conductor Pipe	20.000	۵ . ۱	\$25.00	\$0	Г	\$0
Surface Casing	13,375	<u>500</u>	\$17.00	\$8,500	[-	\$8,500
Inter. Casing	9.625	5,000	\$13.00	\$65,000		\$65,000
Oil string	5.500	12,000	\$6.88	\$82,600	<u> </u>	\$0
Tubing	2.375	11,700	\$3.00	\$35,100	\$191,200	\$0
WELLHEAD EQUIPMENT						
Starting Head				\$2,000		\$ 500
Inter. Head				\$9,500		\$3,000
Tubing Head				\$7,500		\$0
Christmas Tree				\$12,000	\$31,000	\$0
SUB SURFACE PRODUCT		UIPMENT				
Tubing Anchor and/or Packet				\$8,000		\$0
Sucker Rods, Pump, BHA, e				\$0	\$8,000	\$0
SURFACE PRODUCTION E		IENI		60	_	
Pumping Unit c/w Prime Mor Production Unit	ver			\$0 \$20,000		\$0 \$0
Tanks, Treaters, Seperators	Ciro E	mn		\$54,500	 	\$0
Labor	, Ciic. F	-unip		\$13,500	\$88,000	\$0
Capoi				\$10,000	Ψ00,000]	
		TOTAL TANG	IBLES	\$318,200	\$318,200	\$77,000
INTANGIBLES						
CONTRACTOR DRILLING	COST					
		FOOTAGE	RATE			
Drilling Cost		12,000	\$0.00	\$0		\$0
Day Work		43	\$8,000	\$344,000		\$344,000
Pulling Unit for Completion		84	\$150	\$12,600		\$0

CONTRACTOR DRILLING COST					
	FOOTAGE	RATE		_	
Drilling Cost	<u>12,000</u>	<u>\$0.00</u>	\$0		\$0
Day Work	<u>43</u>	\$8,000	\$344,000	Γ	\$344,000
Pulling Unit for Completion	84	\$150	\$12,600	Г	\$0
Reverse Drilling Equipment	_		\$4,000	\$360,600	\$0
CEMENTING SERVICES & EQUIP	PMENT				
Surface			\$7,300	Γ	\$7,300
Intermediates			\$15,500	F	\$15,500
Oil String			\$30,400		\$0
Other			\$0	\$53,200	\$4,000
FORMATION TREATMENT				400,200	V 1,000
Acidizing Services & Material			\$20,000	Г	\$0
Fracturing Services & Material			\$0	-	\$0
Tank Rental & Hauling	,		\$0	\$20,000	\$0
SPECIAL SERVICES			Ψ0	Ψ20,000	
Perforating & Wireline Services			\$7,500	Г	\$0
1 Chorating a vincinio ocivioco	DAYS	RATE	\$7,500	<u> </u>	- 40
Mud Logging	25	\$700	\$17,500	- ⊢	\$17,500
Open Hole Logging	조각	3100	\$28,000	⊢	\$28,000
Cores, DST's, etc.			\$15,000	⊢	\$15,000
Packer & BP Rental			\$3,000	\$71,000	
DRILLING FLUIDS		,	\$3,000	\$/1,000	\$0
Mud & Chemicals			005 000	_	205.000
			\$65,000	_	\$65,000
Fresh & Brine Water			\$35,000	<u>-</u>	\$35,000
Oil for Drilling Mud	_		\$0	\$100,000	\$0
MATERIALS & SERVICES OTHER	₹			-	
Bits & Reamers			\$50,000		\$50,000
Fuel			\$25,000	L.	\$25,000
Hauling - Trucking, Transport, & Pr	np Truck		\$23,500	L	\$19,500
Tubular Inspection & Testing			\$3,000		\$1,000
Casing Expense (Run Csg., PU/LD	Machine)		\$12,000		\$0
Valves, Piping, & Connections			\$500	Ĺ	\$500
Pit Liners			\$3,500	L	\$3,500
Rental Equipment			\$28,200	Γ.	\$26,700
Welding & Roustabout Labor			\$1,300		\$1,300
Cattleguard & Fencing			\$500	[_	\$500
Misc. Services & Supplies			\$12,000	\$159,500	\$11,000
LOCATION ACCESS & CLEAN U	>				
Surveying			\$1,000	[\$1,000
ROAD, LOCATION, PITS, & CLEA	N UP		\$28,000	\$29,000	\$28,000
SUPERVISION & LEGAL, ETC.					
Geological, Engr. & Supervisory Ex			\$24,600	\$24,600	\$24,600
CONTINGENCIES 10%			\$79,300	\$79,300	\$69,900
	TOTAL INTAN	GIBLES	\$897,200	\$897,200	\$793,800
	TOTAL COST		\$1,215,400	\$1,215,400	\$870,800

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: ExxonMobil Production P.O. Box 4697 Houston, TX 77210-4697 	A. Signature X GEE Agent Addres B. Received by (Printed Name) D. Is delivery address different from item 1? Yes If YES, enter delivery address below:
2. Article Number	3. Service Type A Certified Mail □ Express Mail □ Registered □ Return Receipt for Merchand □ Insured Mail □ C.O.D. 4. Restricted Delivery? (Extra Fee) □ Yes
(Transfer from service label) 7002 0460	0002 0070 4468
PS Form 3811, August 2001 Domestic Ref	turn Receipt 102595-01-M-2



Griffin Petroleum Company

April 24, 2003

RECEIVED

MAY 1 2000

FASKEN OIL AND RANCH, LTD. LAND DEPT.

Mr. Richard R. Frazier 600 East Las Colinas Blvd. Suite 1100 Irving, Texas 75039

Re:

Farmout Agreement dated February 3, 2003 SW/4 Sec. 23-T17S-R34E Lea County, New Mexico

Dear Dick:

As we discussed by phone the other day, Griffin Petroleum Company (GPC), on behalf of its partners Fasken Oil and Ranch, Ltd. (Fasken) and Marshall & Winston, Inc. (M&W), requests an extension from August 3, 2003 to November 3, 2003 in which to commence drilling operations per the referenced agreement.

The operator, Fasken, anticipates commencement of gas sales from the recently completed Morrow well in the NW/4 Section 26-T17S-R34E in late May 2003 (Fasken Kirby "26" State No. 1).

Because of the risk associated with Morrow development, we would like to monitor production of this well for 90-120 days after which, and if additional drilling is recommended, it will be necessary to pool 160 acres in Section 23 owned by Exxon/Mobil with the referenced acreage in order to form a 320 acre unit.

We feel that the performance evaluation and pooling issues justify the requested extension and we appreciate your consideration.

OIL CONSERVATION DIVISION
Case No. 13106 Exhibit No. ______
Submitted By:
Fasken Oil and Ranch
Hearing Date: July 24, 2003

If you'd like to discuss this or need additional information, please give me a call.

Regards,

David G. Griffin

President

DGG:skh

Agreed and Accepted this

29th day of April

_, 2003.

By:

B

FASKEN OIL AND RANCH, LTD. 303 West Wall, Suite 1800 Midland, Texas 79701 (432) 687-1777 phone (432) 687-0669 fax

July 11, 2003

See attached listing of Working Interest Owners

RE:

Dirt Devil "23" State No. 1

660' FSL & 1310' FWL, Section 23 T17S, R34E, NMPM, Lea County,

New Mexico

Gentlemen:

Pursuant to the terms of that certain Joint Operated Agreement dated July 1, 2003, Fasken Oil and Ranch, Ltd. hereby proposes the drilling of the Dirt Devil "23" State No. 1 Well in the West half of Section 23, T17S, R34E, NMPM, Lea County, New Mexico to test the Morrow formation at 12,000 feet. The proposed location of the Dirt Devil "23" State No. 1 well is 660' FSL & 1310' FWL of Section 23, T17S, R23E, NMPM, Lea County, New Mexico. Attached to this proposal is Fasken Oil and Ranch, Ltd.'s:

- 1. Recommended Drilling and Completion Procedure,
- 2. Recommended Casing Program, and
- 3. Cost Estimate No. 687.

You will note on the attached schedule a participation percentage assuming ExxonMobil joins in the drilling and a percentage in which ExxonMobil grants a Term Assignment and does not participate in the drilling. We have a Force Pooling hearing scheduled for July 24th and may not know what each parties Working Interest will be until after the hearing. Please review the enclosed materials and respond within at your earliest convenience and would like your election prior to this hearing. Please signify your election in the space provided below and returning one copy to Fasken's office. Should you have any questions regarding this proposal and or request, please feel free to call.

Sincerely,

Adlly M. Kvasnicka
Sally M. Kvasnicka
Land Manager

SMK:me enclosures

BEFORE THE
OIL CONSERVATION DIVISION
Case No. 13106 Exhibit No.—
Submitted By:
Submitted By:
Fasken Oil and Ranch
Hearing Date: July 24, 2003

Page 2 Dirt Devil "23 July 11, 2003	" State No. 1
	Elect to participate in the drilling of the Dirt Devil "23" State No. 1 Well. Elect not to participate in the drilling of the Dirt Devil "23" State No. 1 Well.
By:	
Date:	

Page 3 Dirt Devil "23" State No. 1 July 11, 2003

Working Interest Owners and Percentages

Working Interest Owner	Working Interest with ExxonMobil's participation	Working Interest without ExxonMobil's participation
Fasken Land and Minerals, Ltd.	.24375000	.48750000
Marshall & Winston, Inc. P. O. Box 50880 Midland, TX 79710-0880	.13125000	.26250000
G & G Limited 550 W. Texas, Suite 1240 Midland, TX 79701	.07425000	.14850000
GK Partners 550 W. Texas, Suite 1240 Midland, TX 79701	.00825000	.01650000
Joel T. Mays P. O. Box 5682 Midland, TX 79704	.02775000	.05500000
Mark T. Owen 3323 Providence Midland, TX 79707	.01250000	.02500000
David W. Logan P. O. Box 184 Midland, TX 79702	.00250000	.00500000
ExxonMobil Production P. O. Box 4697 Midland, TX 77210-4697 Attn: Paul Keffer	.50000000	-0-

Recommended Procedure

- 1. Drilling contractor to set 30" conductor if necessary. MIRU rotary tools.
- 2. Drill 17-1/2" hole to 500' with spud mud. Set and cement 13-3/8" casing 500 sx Class "C" with 2% $CaCl_2$ (s.w. 14.8 ppg, yield 1.32 ft³/sx). WOC 12 hrs.
- 3. Drill 12-1/4" hole to 5000' with 10 ppg brine water. Control seepage with paper.
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- 8. Drill 8-3/4" hole to total depth of 12,000'. Drill out using fresh water to a depth of 9100'. Convert to 9.5 ppg cut brine water at 9100' just above the Wolfcamp shales. Mud up by 10,800' with starch and PAC mud system. Increase viscosity with salt gel or polymer as needed to clean hole. Maintain 9.5-10.0 ppg and 10 cc water loss to total depth. NOTE: RU barite bin and be prepared to raise mud weight to 12 ppg in the Atoka-Morrow interval if necessary.
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First Stage: Note, batch mix lead slurry. 10 bfw + 500 gallons Mud Clean + 10 bfw and estimated 800 sx Halliburton Super "H" with 1# salt, 0.4% CFR-3, 0.5% Halad-344, 0.25% HR-7 and 3% Gilsonite (s.w. 13.0 ppg, yield 1.69 ft³/sx). Open DV tool and circulate 6 hours.

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- 15. Level location, set mast anchors, move in and rig up completion unit.

Dirt Devil "23" State No. 1 Recommended Procedure Page 2

- 16. RIW with 4-5/8" bit, 5-1/2" casing scraper, 6 3-½" drill collars and 2-3/8" 4.7# N-80 EUE 8rd tubing. Drill out DV tool and reciprocate scraper through DV tool several times. Pressure test casing to 1500 psig. RIW and clean out to float collar. Circulate well clean and pressure test casing to 1500 psig. POW and LD tools.
- 17. RIW with packer, T.O.S.S.D. with "F" profile nipple and 2-3/8" tubing. Set packer, install flow tree, swab down tubing and perforate pay interval.
- 18. Flow test well, evaluate, and stimulate if necessary.
- 19. RDPU. Clean and level location.
- 20. Run C.A.O.F.P. and pressure build up.
- 21. Connect surface equipment.

TET (DirtDevil23State1drlgprc)

Recommended Casing Program A.F.E. No. 687

Fasken Oil and Ranch, Ltd.-----Dirt Devil "23" State No. 1-----North Vacuum Atoka-Morrow Field Lea County, NM

String	Footage	Size	Weight	Grade	Thread
Surface	500'	13-3/8"	48.00#	H-40	ST&C
Intermediate	2700' 1500' <u>800'</u> 5000'	9-5/8" 9-5/8" 9-5/8"	36.00# 40.00# 40.00#	K-55 K-55 HCK-55	ST&C ST&C ST&C
Production	800' 10,000' <u>1,200'</u> 12,000'	5-1/2" 5-1/2" 5-1/2"	17.00# 17.00# 20.00#	N-80 N-80 N-80	BT&C LT&C LT&C
Tubing	11,700'	2-3/8"	4.70#	N-80	EUE 8rd

FASKEN OIL AND RANCH, LTD.

COST ESTIMATE

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow) 660' FSL & 1310' FWL Sec. 23, T17S, R34E DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

AFE NO: 687

STATE: New Mexico

TANGIBLES

TANGIBLES						
TUBULAR GOODS	SIZE	FOOTAGE IFTI	PRICE [\$/FT]	SUB	TOTAL I	DRY HOLE
Conductor Pipe	20.000	ř)	\$25.00	\$0	[-	\$0
Surface Casing	13.375	500	\$17.00	\$8,500	<u> </u>	\$8,500
Inter. Casing	9,625	5,000	\$13.00	\$65,000	-	\$65,000
Oil string	5.500	12,000	\$6.88	\$82,600	<u> </u>	\$0
Tubing	2.375	11,700	\$3.00	\$35,100	\$191,200	\$0
WELLHEAD EQUIPMENT						
Starting Head				\$2,000	<u> </u>	\$500
Inter. Head				\$9,500		\$3,000
Tubing Head				\$7,500		\$0
Christmas Tree				\$12,000	\$31,000	\$0
SUB SURFACE PRODUCT		UIPMENT				
Tubing Anchor and/or Pack				\$8,000		\$0
Sucker Rods, Pump, BHA, SURFACE PRODUCTION		CNIT		\$0	\$8,000	\$0
Pumping Unit c/w Prime Mo		IEN I		\$0	-	60
Production Unit	7461			\$20,000	<u> </u>	\$0 \$0
Tanks, Treaters, Seperators	s Circ F	Pilmn		\$54,500	}	\$0
Labor	o, o., o. ,	σp		\$13,500	\$88,000	\$0
						
		TOTAL TANG	IBLES	\$318,200	\$318,200	\$77,000
INTANGIBLES						
CONTRACTOR DRILLING	COST					
JOHN MOTOR BRIZEING	0001	FOOTAGE	RATE			
Drilling Cost		12,000	\$0.00	\$0	_	\$0
Day Med		12,000	90.00	30	 	90

	FOOTAGE	RATE			
Drilling Cost	12,000	\$0.00	\$0		so
Day Work	43	\$8,000	\$344,000	<u> </u>	\$344,000
Pulling Unit for Completion	84	\$150	\$12,600	<u> </u>	\$0
Reverse Drilling Equipment	=-	4190	\$4,000	\$360,600	\$0
CEMENTING SERVICES & EQUIP	MENT		U-7,000	\$000,000	
Surface	marri		\$7,300	Г	\$7,300
Intermediates			\$15,500	<u> </u>	\$15,500
Oil Strina			\$30,400	<u> </u>	\$13,300
Other			\$0,400	\$53,200	\$4,000
FORMATION TREATMENT			491	400,200 [04,000
Acidizing Services & Material			\$20,000	Г	\$0
Fracturing Services & Material			\$0	<u> </u>	\$0
Tank Rental & Hauling			\$0	\$20,000	\$0
SPECIAL SERVICES			L	420,000	
Perforating & Wireline Services			\$7,500	Г	\$0
· ····································	DAYS	RATE	1	ļ-	
Mud Logging	25	\$700	\$17,500		\$17,500
Open Hole Logging	_		\$28,000		\$28,000
Cores, DST's, etc.			\$15,000	<u> </u>	\$15,000
Packer & BP Rental			\$3,000	\$71,000	\$0
DRILLING FLUIDS					
Mud & Chemicals			\$65,000		\$65,000
Fresh & Brine Water			\$35,000	[\$35,000
Oil for Drilling Mud			\$0	\$100,000	\$0
MATERIALS & SERVICES OTHER	₹				
Bits & Reamers			\$50,000		\$50,000
Fuel			\$25,000	[\$25,000
Hauling - Trucking, Transport, & Pr	np Truck		\$23,500		\$19,500
Tubular Inspection & Testing			\$3,000		\$1,000
Casing Expense (Run Csg., PU/LD	Machine)		\$12,000		\$0
Valves, Piping, & Connections			\$500		\$500
Pit Liners			\$3,500		\$3,500
Rental Equipment			\$28,200		\$26,700
Welding & Roustabout Labor			\$1,300		\$1,300
Cattleguard & Fencing			\$500	<u> </u> _	\$500
Misc. Services & Supplies			\$12,000	\$159,500	\$11,000
LOCATION ACCESS & CLEAN U	•			~	
Surveying			\$1,000		\$1,000
ROAD, LOCATION, PITS, & CLEA	N UP		\$28,000	\$29,000	\$28,000
SUPERVISION & LEGAL, ETC.					
Geological, Engr. & Supervisory Ex			\$24,600	\$24,600	\$24,600
CONTINGENCIES 10%			\$79,300	\$79,300	\$69,900
	TOTAL INTAN	IGIBLES	\$897,200	\$897,200	\$793,800
	TOTAL COST		\$1,215,400	\$1,215,400	\$870,800

Griffin Petroleum Company

July 16, 2003

Ms. Sally Kvasnicka Fasken Oil and Ranch, Ltd. 303 West Wall, Suite 1800 Midland, Texas 79701

Re: Telephone Conversations
With Paul Keffer

ExxonMobil Land Supervisor

Dear Sally:

Attached is a record of telephone calls made by the undersigned to Paul Keffer with ExxonMobil during the period from March 10, 2003 through July 9, 2003.

As I indicated to you, many of these calls pertained to possible drilling in Section 23-T17S-R34E (Dirt Devil "23" State No. 1) however, we have other projects in the works with ExxonMobil which may also have been discussed.

Please let me know if you need additional information,

Very truly yours,

David G. Griffin

President

DGG:sh Attachment

BEFORE THE DIVISION
OIL CONSERVATION DIVISION
Case No. 13106 Exhibit No. —

Paul Keffer Telephone Calls January 2003 Thru June 2003

(713) 431-1237 Office

Date	Minutes	Office	Cellular
03/10/03	0.80	×	
04/15/03	1. 3 0	×	
04/17/03	10.80	x	
04/24/03	2.20	×	
04/24/03	25.40	x	
05/05/03	1.20	x	
05/06/03	0.70	×	
05/12/03	0.80	X	
05/23/03	17.00	x	
06/02/03	1.20	×	
06/16/03	0.80	×	
06/19/03	0.70	x	
06/23/03	0.70	×	
06/24/03	1,10	×	
06/24/03	08.0	x	
06/25/03	11.70	x	
06/25/03	2.00		×
06/26/03	6.60	x	
07/07/03	4.20	×	
07/09/03	1.10	×	

GRIFFIN PETROLEUM COMPANY

550 W. TEXAS, SUITE 1240 MIDLAND, TEXAS 79701 TELEPHONE #432-687-1042 FAX #432-687-2504

E-MAIL ADDRESS: dgriff@griffinpetroleum.com (David Griffin) egriff@griffinpetroleum.com (Eric Griffin)

DATE:

July 16, 2003

FAX #: 687-0669

TO:

Sally Kvasnicka

FROM:

David G. Griffin

TOTAL PAGES SENT (INCLUDING THIS COVER PAGE): 3

RECEIVED

FASKEN OIL AND
RANCH. LTD.

FASKEN OIL AND RANCH, LTD.

COST ESTIMATE

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Kirby "26" State FIELD: North Vacuum (Atoka-Morrow) 2130' FNL & 1310' FWL Sec. 26, T17S, R34E DATE: November 8, 2002 WELL NO.: 1 COUNTY: Lea AFE NO: 627

STATE: New Mexico

TANGIBLES

TUBULAR GOODS Conductor Pipe Surface Casing Inter. Casing Oil string Tubing WELLHEAD EQUIPMENT Starting Head Inter. Head Tubing Head	SIZE [IN] 20.000 13.375 9.625 5.500 2.375	FOOTAGE [FT] 0 500 5.000 11.800 11.700	PRICE [\$/FT] \$25.00 \$17.00 \$13.00 \$7.00 \$3.00	\$0 \$8,500 \$65,000 \$82,600 \$35,100 \$2,000 \$9,500 \$7,500	\$191,200	\$0 \$8,500 \$65,000 \$0 \$0 \$0 \$3,000 \$0
Christmas Tree				\$12,000	\$31,000	\$0
SUB SURFACE PRODUC	TION EC	UIPMENT				
Tubing Anchor and/or Pac				\$8,000		\$0
Sucker Rods, Pump, BHA				\$0	\$8,000	\$0
SURFACE PRODUCTION		MENT			, –	
Pumping Unit c/w Prime M	lover			\$0	 	\$0
Production Unit	Ci I	D		\$20,000	ļ	\$0
Tanks, Treaters, Seperato Labor	rs, Circ. F	-ump		\$54,500 \$13,500	\$88,000	\$0 \$0
Labor				\$13,500]	\$66,000]	30)
		TOTAL TANG	IBLES	\$318,200	\$318,200	\$77,000

INTANGIBLES

CONTRACTOR DRILLING COST

	TOTAL COST		\$1,052,950	\$1,052,950	\$708,400
	TOTAL INTAN	GIRLES	\$734,750	\$734,750	\$631,400
CONTINGENCIES 10%	TOTAL INTAN	CIBLES	\$64,600	\$64,600	\$55,200
Geological, Engr. & Supervisory Exp	ense		\$24,600	\$24,600	\$24,600
SUPERVISION & LEGAL, ETC.					
ROAD, LOCATION, PITS, & CLEAN	UP		\$28,000	\$29,000	\$28,000
Surveying			\$1,000	Г	\$1,000
LOCATION ACCESS & CLEAN UP			¥.2,000	4.2.,1000	\$,000)
Misc. Services & Supplies			\$12,000	\$124,500	\$11,000
Cattleguard & Fencing			\$500	-	\$500
Welding & Roustabout Labor			\$1,300	<u> </u>	\$1,300
Rental Equipment			\$28,200	. }-	\$26,700
Pit Liners			\$3,500	<u> </u>	\$3,500
Valves, Piping, & Connections	nacinita)		\$500	-	\$500
Casing Expense (Run Csg., PU/LD N	/achine)		\$12,000	 -	\$1,000
Hauling - Trucking, Transport, & Pmp Tubular Inspection & Testing	TIUCK		\$5,500 \$3,000		\$1,500 \$1,000
Fuel Houling Trucking Transport P Des	Tarak		\$18,000	<u></u>	\$18,000
Bits & Reamers			\$40,000	L	\$40,000
MATERIALS & SERVICES OTHER					
Oil for Drilling Mud	*		\$0	\$70,000	\$0
Fresh & Brine Water			\$35,000		\$35,000
Mud & Chemicals			\$35,000		\$35,000
DRILLING FLUIDS					
Packer & BP Rental			\$3,000	\$69,750	\$0
Cores, DST's, etc.			\$15,000		\$15,000
Open Hole Logging		*****	\$28,000	}	\$28,000
Mud Logging	25	\$650	\$16,250	<u> </u>	\$16,250
	DAYS	RATE	1	-	
Perforating & Wireline Services			\$7,500	Г	\$0
SPECIAL SERVICES			40	\$20,000	
Tank Rental & Hauling			\$0	\$20,000	so l
Fracturing Services & Material			\$20,000	├-	\$0
Acidizing Services & Material			\$20,000	_	\$0
Other FORMATION TREATMENT			\$0	\$53,200	\$4,000
Oil String			\$30,400	252 222	\$0
Intermediates			\$15,500	<u></u>	\$15,500
Surface			\$7,300	<u></u>	\$7,300
CEMENTING SERVICES & EQUIPN	IENT			_	
Reverse Drilling Equipment	_		\$4,000	\$279,100	\$0
Pulling Unit for Completion	<u>84</u>	\$150	\$12,600		\$0
Day Work	35	\$7,500	\$262,500		\$262,500
Drilling Cost	11,800	\$0.00	\$0	Г	\$0
	FOOTAGE	RATE			
CONTRACTOR DRILLING COST					

BEFORE THE DIVISION OIL CONSERVATION NO 13106 Exhibit No

COST ESTIMATE

DATE: May 5, 2003

9500

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow)
660' FSL & 1310' FWL

WELL NO.: 1 **COUNTY: Lea** Sec. 23, T17S, R34E

AFE: NO: 687

STATE: New Mexico

completed on 3/7/03

TANGIBLES

Knby "26" State No. 1 lost s completed **TUBULAR GOODS** SIZE **FOOTAGE PRICE** [IN] [FT] [\$/FT] Conductor Pipe 20.000 \$25.00 **Surface Casing** <u>500</u> \$17.00 \$8,500 \$8,500 7205 13.375 Inter. Casing 5,000 \$13.00 \$65,000 \$65,000 63,653 9.625 Oil string 5.500 12,000 \$6.88 \$82,600 \$0 80,906 Tubing \$0 29,209 \$3.00 \$35,100 \$191,200 2.375 11,700 **WELLHEAD EQUIPMENT** \$500 3612 \$3,000 8165 \$0 8613 \$0 9438 Starting Head \$2,000 \$9,500 Inter. Head **Tubing Head** \$7,500 **Christmas Tree** \$12,000 \$31,000 SUB SURFACE PRODUCTION EQUIPMENT Tubing Anchor and/or Packer \$8,000 \$0 Sucker Rods, Pump, BHA, etc. \$0 \$8,000 \$0 SURFACE PRODUCTION EQUIPMENT Pumping Unit c/w Prime Mover \$0 \$0 **Production Unit** \$20,000 \$0 19,530 Tanks, Treaters, Seperators, Circ. Pump \$54,500 33,519 \$0 \$13,500 Labor \$88,000 **\$0** *45,034* **TOTAL TANGIBLES** \$318,200 \$77,000 315,727 \$318,200

INTANGIBLES				<u> </u>		
CONTRACTOR DRILLING COST	•					
CONTRACTOR DRILLING COST		,				\
CONTRACTOR DRILLING COST	INTANGIBLES					
FOOTAGE RATE St.						
Drilling Cost 12,000 \$0.00 \$0.00 \$0.00 \$334,000 \$344,000 \$344,000 \$344,000 \$364,000 \$366,600 \$37,06 \$6.00	CONTRACTOR DRILLING COST		DATE			
Day Work	D.200 - OA			40	r	
Pulling Unit for Completion 84 \$150 \$12,600 \$360,600 \$50 \$96.28 Reverse Drilling Equipment \$4,000 \$360,600 \$50 \$737.60					<u> </u>	
Reverse Drilling Equipment \$4,000 \$360,600 \$50 7372					-	
Surface \$7,300 \$7,300 \$7,300 \$7,500 \$7,500 \$7,500 \$7,500 \$7,500 \$7,500 \$7,500 \$7,500 \$7,500 \$7,500 \$15,500 \$7,500		<u>84</u>	<u>\$150</u>		#200 000 F	
Surface Intermediates		DMENT		\$4,000	\$360,600	\$0 7376
Intermediates		LINEIAI		¢7 200	г	67.200] #.4-4
Dil String Other \$30,400 \$30,400 \$0 \$42, &3 \$42, &3 \$40,000 \$50,000 \$50,000 \$60,000					[
So \$53,200 \$4,000 \$0 \$7,243 \$1,000 \$0 \$1,000 \$0 \$27,243 \$1,000 \$0 \$1,000 \$0 \$27,243 \$1,000 \$1,0					<u> </u>	
Core	•				¢52.000 -	
Acidizing Services & Material \$20,000					ֆ 53,∠00	\$4,000
Fracturing Services & Material \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$				\$20,000	Г	en
Society					 -	
SPECIAL SERVICES Perforating & Wireline Services DAYS RATE S7,500 \$17,500 \$17,500 \$28,000 \$24,724 \$29,000 \$28,000 \$28,000 \$28,000 \$29,∞00 \$28,000 \$29,∞00 \$28,000 \$29,∞00 \$28,000 \$29,∞00 \$28,000 \$29,∞00 \$28,000 \$29,∞00 \$28,000 \$29,∞00 \$28,000 \$29,∞00 \$29,000 \$20,∞00 \$29,000 \$29,000 \$29,000 \$29,000 \$29,000 \$29,000 \$29,000 \$29,000 \$29,000 \$29,000 \$20,000 \$20,000 \$29,000 \$20,000 \$29,000 \$20,000 \$20,000 \$29,000 \$20,000					San unn F	
Perforating & Wireline Services DAYS RATE S7,500 S0 69.72				Ψ0	Ψ20,000]	Ψυ 3075
DAYS RATE				\$7.500	Г	\$0 6872
Mud Logging 25 \$700 \$11,500 \$28,000 \$28,000 \$20,∞0		DAYS	RATE	47,000	-	- 40
Section Sect	Mud Logging			\$17,500	<u> </u>	\$17 500 24 724
Cores, DST's, etc. \$15,000 \$15,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0		==	<u> </u>		-	
Packer & BP Rental \$3,000 \$71,000 \$0					<u> </u>	
DRILLING FLUIDS Mud & Chemicals \$65,000 \$65,000 \$25,000 \$35,000					\$71,000	
Signature Sign	DRILLING FLUIDS				41.1,000.1	
Sample S	Mud & Chemicals			\$65,000	Г	\$65,000 77,175
Solition Drilling Mud	Fresh & Brine Water			\$35,000		
## MATERIALS & SERVICES OTHER ## Bits & Reamers ## Fuel ## \$25,000 ## \$25					\$100,000	
Fuel #auling - Trucking, Transport, & Pmp Truck \$25,000 \$19,500 \$39,60/ Tubular Inspection & Testing \$3,000 \$11,000 \$0,74/ Casing Expense (Run Csg., PU/LD Machine) \$112,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$10,	MATERIALS & SERVICES OTHE	R				
Fuel #auling - Trucking, Transport, & Pmp Truck \$25,000 \$19,500 \$37,601 \$30,962 \$10,000 \$11,000 \$0 \$11,000 \$0 \$10,093 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000 \$10,093 \$10,000	Bits & Reamers			\$50,000		\$50,000 47,805
Hauling - Trucking, Transport, & Pmp Truck \$23,500 \$19,500 \$0,962 Tubular Inspection & Testing \$3,000 \$11,000 \$0.74 Casing Expense (Run Csg., PU/LD Machine) \$12,000 \$0.74 Valves, Piping, & Connections \$500 \$500 \$500 Pit Liners \$3,500 \$34,700 \$31,300 \$34,700 \$34,700 \$34,700 \$34,700 \$34,700 \$34,700 \$34,600				\$25,000		
Casing Expense (Run Csg., PU/LD Machine) \$12,000 \$0 11,093 Valves, Piping, & Connections \$500 \$500 0 Pit Liners \$3,500 \$3,500 \$3,500 6381 Rental Equipment \$28,200 \$26,700 37,880 Welding & Roustabout Labor \$1,300 \$1,300 \$47 Cattleguard & Fencing \$500 \$500 0 Misc. Services & Supplies \$12,000 \$159,500 \$11,000 12,934 LOCATION ACCESS & CLEAN UP \$1,000 \$1,000 \$24,800 \$28,000		mp Truck		\$23,500		
Casing Expense (Run Csg., PU/LD Machine) \$12,000 \$0 11,093 Valves, Piping, & Connections \$500 \$500 0 Pit Liners \$3,500 \$3,500 \$3,500 638 / Rental Equipment \$28,200 \$26,700 37,880 Welding & Roustabout Labor \$1,300 \$1,300 \$47 Cattleguard & Fencing \$500 \$500 0 Misc. Services & Supplies \$12,000 \$159,500 \$11,000 12,934 LOCATION ACCESS & CLEAN UP \$1,000 \$1,000 \$24,800 12,934 Surveying \$1,000 \$29,000 \$28,000 18,689 SUPERVISION & LEGAL, ETC. \$24,600 \$24,600 \$24,600 \$41,645 CONTINGENCIES \$10% \$79,300 \$79,300 \$69,900 TOTAL INTANGIBLES \$897,200 \$897,200 \$793,800 \$82,864	Tubular Inspection & Testing			\$3,000		\$1,000 5074
Valves, Piping, & Connections \$500 \$500 \$3,500 \$3,500 \$3,500 \$3,500 \$3,500 \$3,500 \$3,500 \$3,500 \$3,500 \$3,500 \$3,500 \$3,800 \$7,880 \$26,700 \$7,880 \$7,880 \$1,300 \$1,300 \$47 \$47 \$26,700 \$1,300 \$47 \$26,700 \$47 \$47 \$28 \$28,000 \$20		D Machine)		\$12,000		
Rental Equipment \$28,200 \$26,700 \$7,880 Welding & Roustabout Labor \$1,300 \$1,300 \$347 Cattleguard & Fencing \$5500 \$5500 \$0 Misc. Services & Supplies \$12,000 \$159,500 \$11,000 \$12,934 LOCATION ACCESS & CLEAN UP Surveying ROAD, LOCATION, PITS, & CLEAN UP \$28,000 \$29,000 \$28,000 \$28,000 \$18,689 SUPERVISION & LEGAL, ETC. Geological, Engr. & Supervisory Expense \$24,600 \$24,600 \$24,600 \$10,645 \$10,660 \$10,665 \$						
Welding & Roustabout Labor \$1,300 \$1,300 \$47 Cattleguard & Fencing \$500 \$500 \$0 Misc. Services & Supplies \$12,000 \$159,500 \$11,000 \$12,934 LOCATION ACCESS & CLEAN UP \$1,000 \$1,000 \$28,000 <						
Cattleguard & Fencing \$500 \$500 \$500 \$ Misc. Services & Supplies \$12,000 \$159,500 \$11,000 \$2,934 LOCATION ACCESS & CLEAN UP \$1,000 \$1,000 \$28,000 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
Misc. Services & Supplies LOCATION ACCESS & CLEAN UP Surveying ROAD, LOCATION, PITS, & CLEAN UP SUPERVISION & LEGAL, ETC. Geological, Engr. & Supervisory Expense CONTINGENCIES 10% TOTAL INTANGIBLES \$12,000 \$159,500 \$11,000 12,934 12,000 \$24,600 \$24,600 12,934 12,000 \$24,600 \$						
COATION ACCESS & CLEAN UP Surveying \$1,000 \$1,000 \$26,800 \$28,00						
Surveying \$1,000 \$1,000 \$28,000		ID.		\$12,000	\$159,500	\$11,000 <i>12,9</i> 36
ROAD, LOCATION, PITS, & CLEAN UP \$28,000 \$29,000 \$28,000 18,689 SUPERVISION & LEGAL, ETC. Geological, Engr. & Supervisory Expense \$24,600 \$24,600 \$41,645 CONTINGENCIES 10% \$79,300 \$79,300 \$59,900 TOTAL INTANGIBLES \$897,200 \$897,200 \$793,800 \$882,864		1		4.44		
SUPERVISION & LEGAL, ETC. Geological, Engr. & Supervisory Expense \$24,600 \$24,600 #1,645 CONTINGENCIES 10% \$79,300 \$79,300 \$69,900 TOTAL INTANGIBLES \$897,200 \$897,200 \$793,800 \$882,864		AN LID			,,, ,,,	
Geological, Engr. & Supervisory Expense \$24,600 \$24,600 #1, 645 CONTINGENCIES 10% \$79,300 \$79,300 \$69,900 TOTAL INTANGIBLES \$897,200 \$897,200 \$793,800 \$82,864		NIN UP		\$28,000	\$29,000	\$28,000 18,689
CONTINGENCIES 10% \$79,300 \$79,300 \$69,900 TOTAL INTANGIBLES \$897,200 \$897,200 \$793,800 \$882,864		Vnence		604 600	*04.000 F	624.000 14. 14.6"
TOTAL INTANGIBLES \$897,200 \$897,200 \$793,800 982,864						
<u> </u>	107		IGIRI FS			
TOTAL COST \$1,215,400 \$1,215,400 \$870,800 1,198,591						
		TOTAL COST		\$1,215,400	\$1,215,400	\$870,800Hil, 198,591

BEFORE THE

OIL CONSERVATION DIVISION

Case No. 13106 Exhibit No.

Fasken Oil and Ranch
Hearing Date: July 24 2007

FASKEN OIL AND RANCH, LTD. COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State

FIELD: North Vacuum (Atoka-Morrow)

DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

AFE NO: 687

STATE: New Mexico

TUBULAR GOODS

0 * - 00000000000000000000000000000000000	

ITEM	SIZE	FOOTAGE [FT]	PRICE [\$/FT]		
CONDUCTOR PIPE	20.000	0	\$25.00	\$0	\$0
SURFACE CASING	13.375	500	\$17.00	\$8,500	\$8,500
INTER CASING	9.625	5,000	\$13.00	\$65,000	\$65,000
OILSTRING	5.500	12,000	\$6.88	\$82,600	\$0
TUBING	2.375	11,700	\$3.00	\$35,100	\$0

TET\TBLRGDS.WK1

FASKEN OIL AND RANCH, LTD. COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd.

LEASE NAME: Dirt Devil "23" State
FIELD: North Vacuum (Atoka-Morrow)

DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

AFE NO: 687

STATE: New Mexico

WELLHEAD EQUIP.

STARTING HEAD C/W VALVES	\$2,500	\$500
INTER. HEAD W/ SLIP & SEALS	\$9,000	\$3,000
TUBING HEAD W/ VALVES & HANGER	\$7,500	\$0
CHRISTMAS TREE	\$12,000	\$0

TET/WELLHEAD.WK1

FASKEN OIL AND RANCH, LTD. COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow)

DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

AFE NO: 687

STATE: New Mexico

SUB SURFACE DOWNHOLE EQUIPMENT

3333	*****		67000 BBS		90000000000000
888	888 P	112	****	DIEXXXX	OLE
					A 44
		*********	00000 10000	************	***************************************

TUBING A	NCHOR AND/OR PAC		\$8,000	\$0		
SUCKERF	KODS, PUMP				\$0	\$0
	ITEM	FOOTAGE	COST	SUB		
	1" F.G.	0	\$2.75	\$0		
	7/8" STEEL	0	\$1.25	\$0		
	COUPLINGS	0	\$15.00	\$0		
	PR W/ LINER	0	\$500.00	\$0		
	PUMP	0	\$2,000.00	\$0		
	WHD. PLUMBING	0	\$2,000.00	\$0		

FASKEN OIL AND RANCH, LTD. COST ESTIMATE

WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State

DATE: May 5, 2003 WELL NO.: 1

AFE NO: 687

FIELD: North Vacuum (Atoka-Morrow)

COUNTY: Lea

STATE: New Mexico

RFACE PRODUC	STION EG	QUIPMENI		SUB DF	KY HOLE
NICKUMITS DAVI PRIM	E MOVER			\$0	
ITEM			SUB		
320 Low Profile			\$0		
High Slip 35 Hp			\$0		
UCTION UNITS/COM	RESSORS			\$20,000	
STREATORS SEPI				\$54,500	
ITEM	NO.		SUB		
PU BUNKER	0		\$0		
STEEL TNKS	1_	\$3,500	\$3,500		
F.G. TNKS	0	\$6,500	\$0		
TREATER	0	\$10,000	\$0		
SEPERATOR	0	\$2,500	\$0		
CIRC. PMP	1	\$2,500	\$0		
CONNECTIONS	2	\$3,000	\$6,000		
COATING	0	\$2,000	\$0		
ELECTRICITY	0		\$0		
FLOWLINE 4"	3500	\$10	\$35,000		
EXT WRAP	0	\$1	\$0		
METER RUN	1	\$3,000	\$3,000		
METER	1	\$2,000	\$2,000		
PIPING	0	\$15,000	\$0		
contg. 10,00%					
P				\$13,500	
ITEM	DAYS	DAY CHG	SUB		
GANG	5	\$725	\$3,625		
WELDER	5	\$425	\$2,125		
BACKHOE	0	\$550	\$0		
ELECTRICIAN	0	\$350	\$0		
HELPER-WELDER	3	\$250	\$750		
DITCHING	0	\$0.50	\$0		
FL ANCHORS			\$0		
PAINTING	3	\$1,000	\$3,000		
COATING	0	\$2,000	\$0		
HAUL TANKS, GPU contg. 0.00%			\$4,000		

OST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow) DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

AFE NO: 687

STATE: New Mexico

CONTRACT DRILLING COST

JB DR	

	FOOTAGE	RAIL		
DRILLING COST	12,000	\$0.00	\$0	\$0
DAY WORK	43	\$8,000	\$344,000	\$344,000
PULLING UNIT FOR COMPLETION	84	\$150	\$12,600	\$0
REVERSE DRILLING EQUIPMENT		\$3,000	\$4,000	\$0

TET\DRLGCOST.WK1

FASKE PIL AND RANCH, LTD. COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow)

DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

AFE NO: 687

10814160E

STATE: New Mexico

CEMENTING SERVICE	CES & EQUIPM	ENT			
SURFACE				\$7,300	\$7,300
CEMENT			\$10,000		
PUMP CHARGE			\$1,000		
ADDITIVES			\$1,000		
BULK CHARGE	\$1.25	550	\$688		
TON MILES	\$0.80	50	\$1,034		
FLOAT EQUIPMENT			\$500		
MILEAGE			\$1,000		
DISCOUNT			52%		

INTERMEDIATES				\$15,500	\$15,500
CEMENT					
FIRST STA	GE		\$20,000		
SECOND S	TAGE		\$0		
PUMP CHARGE					
FIRST STA			\$5,000		
SECOND S	TAGE		\$0		
ADDITIVES					
FIRST STA	GE		\$2,000		
SECOND S	TAGE		\$0		
BULK CHARGE	\$1.15	1400	\$1,610		
TON MILES	\$0.80	30	\$1,579		
FLOAT EQUIPMENT			\$500		
MILEAGE			\$200		
STANDBY			\$0		
DISCOUNT			52%		

TRING			***************************************	\$30,400	\$
CEMENT					
FIRST STAC	3E		\$15,000		
SECOND S	TAGE		\$10,000		
PUMP CHARGE					
FIRST STAC	3E		\$6,000		
SECOND S	TAGE		\$4,000		
ADDITIVES					
FIRST STA	GE .		\$4,000		
SUPERFL	USH		\$1,000		
SECOND S	TAGE		\$4,000		
BULK CHARGE	\$1.25	2400	\$3,000		
TON MILES	\$0.80	30	\$2,707		
FLOAT EQUIPMENT			\$5,000		
MILEAGE			\$300		
STANDBY			\$1,050		
DISCOUNT			48%		

CEMENT		
FIRST STAGE	\$2,100	
SECOND STAGE	\$0	
PUMP CHARGE		
FIRST STAGE	\$5,050	
SECOND STAGE	\$0	
ADDITIVES		
FIRST STAGE	\$0	
SECOND STAGE	\$0	
BULK CHARGE	\$0	
TON MILES	\$0	
FLOAT EQUIPMENT	\$0	
MILEAGE	\$200	
STANDBY	\$0	
DISCOUNT	35%	

COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow) DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

AFE NO: 687

STATE: New Mexico

FORMATION TREATMENT

*********	 ***********	X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-

ACIDIZING SERVICES & MATERIALS	\$20,000	\$0
FRACTURING SERVICES & MATERIALS	\$0	\$0
TANK RENTAL & HAULING	\$0	\$0

TET\FORMTRT.WK1

COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State

DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

AFE NO: 687

FIELD: North Vacuum (Atoka-Morrow)

STATE: New Mexico

SPECIAL SERVICES

			SUB DR'	/ HOLE
3 & 1	MRELINE)		\$7,500	\$0
	DAYS	RATE		

PERFORATING (PRODUCTION LOGGING & WIRELINE)			\$7,500	\$0
	DAYS	RATE		
MUD LOGGING UNIT	25	\$700	\$17,500	\$17,500
OPEN HOLE LOGGING			\$28,000	\$28,000
CORES, DST'S, ETC.			\$15,000	\$15,000
PACKER & BP RENTAL			\$3,000	\$0

FASKEN OIL AND RANCH, LTD. COST ESTIMATE

WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State

FIELD: North Vacuum (Atoka-Morrow)

DATE: May 5, 2003

AFE NO: 687

WELL NO.: 1 COUNTY: Lea

STATE: New Mexico

DRILLING FLUIDS

****	****	*******	******	
	85481	× 600000000	888 P.K.	Y: MOLE:
*****	800000	*******	***********	300000000000000000000000000000000000000

MUD & CHEMICALS	\$65,000	\$65,000
FRESH WATER & BRINE WATER	\$35,000	\$35,000
OIL FOR DRILLING MUD	\$0	\$0

TET\DRLGFLDS.WK1

COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow)

AFE NO: 687

DATE: May 5, 2003 WELL NO.: 1 COUNTY: Lea

STATE: New Mexico

IATER	IALS & SERVICE C	THER			SUB	DRY HOLE
TS & RE/	AMERS				\$50,000	\$50,000
JEL					\$25,000	\$25,000
AULING :	TRUCKING TRANSPORT	& PUMP TR	UCK		\$23,500	\$19,500
	SURFACE CASING			\$500		
	INTERMEDIATE CASING			\$1,000		
	OIL STRING			\$3,000		
	TUBING			\$1,000		
	FLOWLINE					
	CEMENTING					
	STIMULATION, CLEAN UP			\$0		
	PUMPING UNIT			\$0	Į	
	MUD CLEANER			\$0		
	TREATERS Mobilization			\$0 \$18,000	ł	
81578787 4 78	INSPECTION & TESTING			Φ10,000	\$3,000	\$1,000
212-22-0123	SURFACE CASING			\$0	\$3,000	\$1,000
	INTERMEDIATE CASING			\$1,000	1	
	OIL STRING			\$2,000	1	
	TUBING			\$0		
ASINGE					\$12,000	\$0
	SURFACE CASING			\$1,000		
	INTERMEDIATE CASING			\$3,500	1	
	OIL STRING			\$3,500	1	
	PU/LD MACHINE			\$4,000	}	
ALVES P	HPING & CONNECTIONS				\$500	\$500
IT LINER					\$3,500	\$3,500
ENTAL E	QUIPMENT	DAYS	RATE	TOTAL	\$28,200	\$26,700
	DST SEPERATOR	0	\$50	\$0		
	SETUP			\$0	ł	
	DST TEST TANK	25	\$25	\$625	4	
	SETUP			\$500	ł	
	PROD. TEST TANK	0	\$25	\$0	i	
	SETUP		6475	\$0	4	
	MUD CLEANER SETUP	25	\$175	\$4,375	-	
	ROTATINGHEAD	15	\$225	\$500		
	ROTATING BUSHING	2	\$450	\$3,375 \$900	ł	
	TRAILOR HOUSE	40	\$55	\$2,200	ł	
	SETUP		400	\$0	i	
	H2S SAFETY EQUIP.	30	\$60	\$1,800	1	
	SETUP			\$500	1	
	FLOW SENSOR	30	\$50	\$1,500	1	
	SETUP			\$250	1	
	PIT TOTALIZER	30	\$50	\$1,500	1	
	SETUP			\$250	1	
	COMPLETION BOP	10	\$120	\$1,200]	
	CLOSED MUD SYSTEM	0	\$1,375	\$0]	
	SETUP	0		\$0	1	
	CONTRACTOR TRAILOR	0	\$50	\$0]	
	SETUP	0		\$0]	
	MUD GAS SEPERATOR	25	\$75	\$1,875		
	SETUP	1	\$3,500	\$3,500		
	SUPERCHOKE	25	\$125	\$3,125	4	
************	PIPE RACKS	1)	\$250	\$250		
ECUNO	& ROUSTABOUT LABOR WELD SURFACE CASING			8450	\$1,300	\$1,300
	WELD ON BRADENHEAD			\$150	1	
				\$300	-	
	WELD INTER. CASING CUT-OFF INTER. CASING			\$150 \$150	1	
	CUT-OFF INTER. CASING				1	
	PIPE IN VALVING				1	
				\$250 \$0	1	
	IPLUMB WELLHEAD					
	PLUMB WELLHEAD HOOKUP DST SEP.				1	
	HOOKUP DST SEP. HOOKUP TEMP TANKAGI		<u>,</u>	\$0 \$0	1	

	GUARD & FENCING		\$500	\$500
MISC. SI	RVICES & SUPPLIES		\$12,000	\$11,000
	TEMPERATURE SURVEY	\$1,000		
	CORROSION CONTROL	\$7,000		
	MUD SACKS	\$0		
	PACKER FLUID	\$500		
	MAST ANCHORS	\$750		
	THREAD DOPE	\$250		
	BRADENHEAD VALVES	\$0		
	HYDROTEST	\$2,500		
ET/MATERIAL.WK1				

COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd. LEASE NAME: Dirt Devil "23" State

DATE: May 5, 2003

AFE NO: 687

FIELD: North Vacuum (Atoka-Morrow)

WELL NO.: 1 COUNTY: Lea

STATE: New Mexico

LOCATION ACCESS & CLEAN UP

SUB DRYHOLE

SURVEYING	\$1,000	\$1,000
ROAD LOCATION, PITS & CLEAN UP	\$28,000	\$28,000

LOCATION	\$25,000
ROAD	\$0
PITS	\$0
CLEAN UP	\$3,000
DAMAGES	\$0
EASEMENT	\$0
BATTERY PAD	\$0

COST ESTIMATE WORKSHEET

OPERATOR: Fasken Oil and Ranch, Ltd.

LEASE NAME: Dirt Devil "23" State FIELD: North Vacuum (Atoka-Morrow) DATE: May 5, 2003

WELL NO.: 1 COUNTY: Lea AFE NO: 687

STATE: New Mexico

SUPERVISION & LEGAL, ETC.

SUB DRY HOLE

GEOLOGICAL, ENGINNERING & SUPERVISORY EXPENSE				\$24,600	\$24,600
	DAYS	RATE	TOTAL		
DRILLING ENGR	5	\$600	\$3,000		
DRILLING FOREMAN	20	\$600	\$12,000		
GEOLOGISTS	6	\$600	\$3,600		
COMPLETION FOREMAN	10	\$600	\$6,000		

TET\SUPERVIS.WK1

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

APPLICATION OF FASKEN OIL & RANCH, LTD. FOR COMPULSORY POOLING LEA COUNTY, NEW MEXICO

CASE 13106

CERTIFICATE OF MAILING AND COMPLIANCE WITH ORDER R-8054

STATE OF NEW MEXICO)

() SS.

() COUNTY OF SANTA FE)

W. Thomas Kellahin, being first duly sworn, hereby certifies that he is an attorney for the Applicant and responsible for notification in this matter and that the notice provisions of Division Rule 1207 (Order R-8054) have been complied with, that Applicant has caused to be conducted a good faith diligent effort to find the correct addresses of all interested parties entitled to receive notice, that on June 27, 2003, he caused to be mailed by certified mail return-receipt requested the attached notice of this hearing and a copy of the application for the above referenced case, at least twenty days prior to the hearing of this case set for July 24, 2003, to the parties shown in said application and as evidenced by the attached copies of return receipt cards and/or receipts of certified mailing, and that pursuant to Division Rule 1207, notice has been given at the correct addresses provided by such rule.

Thomas Kellahin

SUBSCRIBED AND SWORN to before me this 23rd day of July, 2003, by W. Thomas Kellahin.

My Commission Expires

Lynda Kellahin, Notary Public

OFFICIAL SEAL Lynda Kellahin

NOTARY PUBLIC

BEFORE THE
OIL CONSERVATION DIVISION
Case No. 13106 Exhibit No.__//
Submitted Ey:

Fasken Oil and Ranch Hearing Date: July 24, 2003

KELLAHIN & KELLAHIN Attorney at Law

W. Thomas Kellahin
New Mexico Board of Legal
Specialization Recognized Specialist
in the area of Natural resourcesoil and gas law

P.O. Box 2265
Santa Fe, New Mexico 87504
117 North Guadalupe
Santa Fe, New Mexico 87501
June 26, 2003

Telephone 505-982-4285 Facsimile 505-982-2047 kellahin@earthlink.com

TO: NOTICE OF THE HEARING OF THE FOLLOWING NEW MEXICO OIL CONSERVATION DIVISION CASE:

Re: Application of Fasken Oil and Ranch, Ltd. for Compulsory Pooling, Lea County, New Mexico

On behalf of Fasken Oil and Ranch, Ltd., please find enclosed our application for a compulsory pooling order for its Dirt Devil "23" State Well No. 1 which has been set for hearing on the New Mexico Oil Conservation Division Examiner's docket now scheduled for July 24, 2003. The hearing will be held at the Division hearing room located at 1220 South Saint Francis Drive, Santa Fe, New Mexico, 87505.

As an interest owner who may be affected by this application, we are notifying you of your right to appear at the hearing and participate in this case, including the right to present evidence either in support of or in opposition to the application. Failure to appear at the hearing may preclude you from any involvement in this case at a later date.

Pursuant to the Division's Memorandum 2-90, you are further notified that if you desire to appear in this case, then you are requested to file a Pre-Hearing Statement with the Division not later than 4:00 PM on Friday, July 18, 2003, with a copy delivered to the undersigned.

homas Kellahin

cc: BY CERTIFIED MAIL-RETURN RECEIPT REQUESTED to all parties listed in application

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.
- 1. Article Addressed to:

Exxon Mobil Production PO Box 4697 Houstoh, TX 77210-4697 Attn: Paul Keffer

COMPLETE THIS SECTION ON DELIVERY

Fasken

Dirt Devil

July 18, 2003

6/27/03

JIM 8 0 2013

Service Type

Certified Mail
Registered
Co.D.

Restricted Delivery? (Extra Fee)

Service Type
Express Mail
Co.D.

Yes

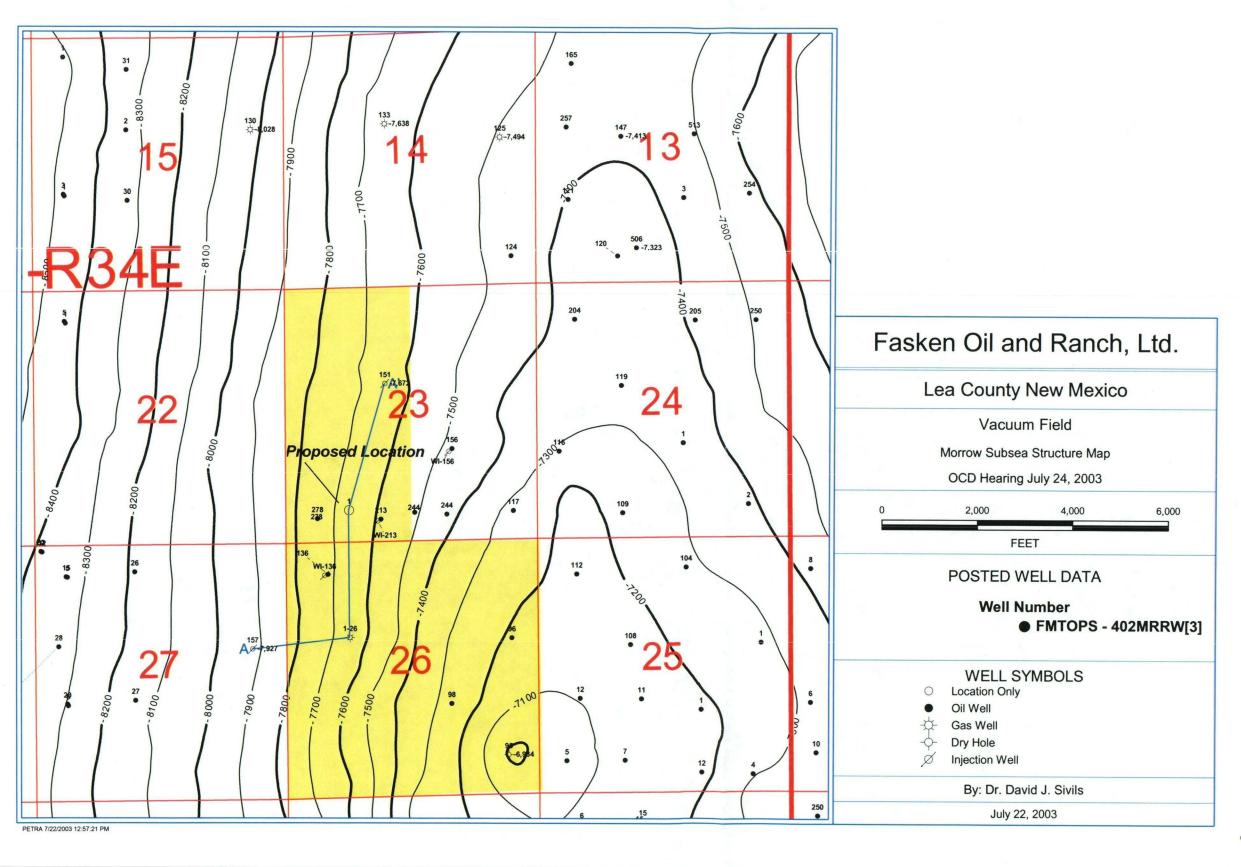
2. Article Number (Copy from corvice labe

7001 1140 0002 9564 4912

PS Form 3811, July 1999

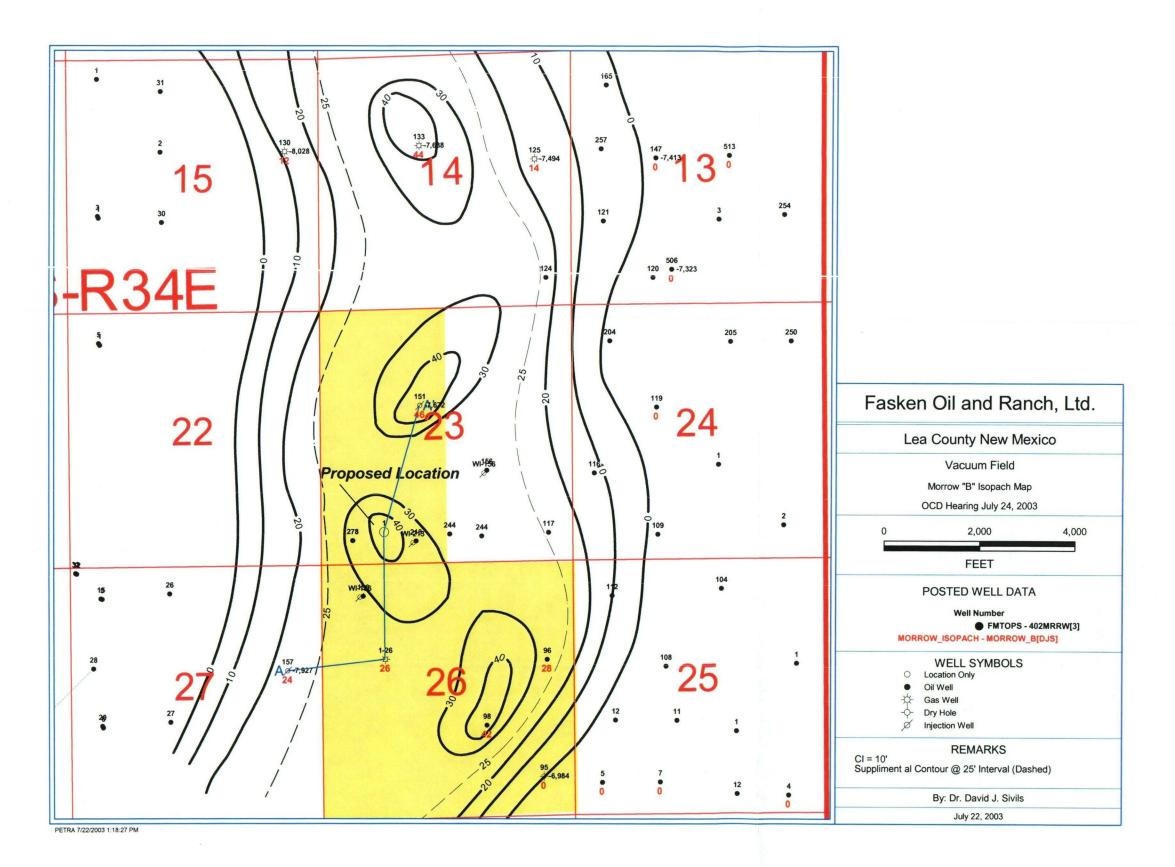
Domestic Return Receipt

102595-00-M-0952



BEFORE THE DIVISION

OIL CONSERVATION DO 13106 Exhibit No. 13106 E



BEFORE THE
OIL CONSERVATION DIVISION
Case No. 13106 Exhibit No.—
Submitted By:
Fasken Oil and Ranch
Fasken Date: July 24, 2003
Hearing Date: