# JTD RESOURCES, LLC P.O. Box 3422 Midland, Texas 79702

#### OIL AND GAS INVESTMENT

August 15, 2007

(432) 682-3712 OFFICE (432) 682-8652 FAX

## VIA CERTIFIED AND REGULAR MAIL

Chesapeake Energy Corporation P. O. Box 18496 Oklahoma City, Oklahoma 73154-0496 Oil Conservation Division Case No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_

Attention: Ms. Lynda F. Townsend Landman/Permian Basin

> Proposal to Re-enter the Vinson #1 Well <u>T-20-S, R-38-E</u> Section 4, SE/4 SW/4 Lea County, New Mexico

Gentlemen:

JTD Resources, LLC (JTD) hereby proposes the formation of a 40 acre drilling unit covering the SE/4 SW/4 of Section 4, T-20-S, R-38-E, Lea County, New Mexico for the re-entry of the Vinson No. 1 well previously drilled and abandoned by Amerada Hess. Completion will be attempted in the Penn, Abo, Tubb and Blinebry formations. The well will be operated by Pierce Production Company, LLC, and re-entry operations are expected to commence on or before November 5, 2007. The estimated dry hole cost for this re-entry is \$125,000, and total costs to re-enter and complete are estimated to be \$775,560. We have enclosed two copies of our AFE for your review and execution.

JTD respectfully requests Chesapeake's support and participation in the proposed re-entry. In the event you elect to participate, JTD requests that you execute one (1) copy of the AFE and return it to us at your earliest convenience. Upon receipt of same, we will prepare the Operating Agreement and forward it to you for review and execution.

In the event Chesapeake elects not to participate, JTD would be receptive to purchasing a Term Assignment covering your interest in the SE/4 SW/4 of

Section 4 on the following terms and conditions: \$200.00 per acre bonus consideration and delivery of an 80% net revenue interest.

Thank you for your consideration of this proposal. Should you have any questions, please do not hesitate calling me at (432) 682-3712.

Very truly yours,

JTD RESOURCES, LLC

Un m.

Dan M. Leonard Member/Manager

## Enclosure

Q:\MY FILES\LETTERS\JTD Letters\ChesapeakeVinson#1Re-entry.doc

# JTD RESOURCES, LLC P.O. Box 3422 Midland, Texas 79702

OIL AND GAS INVESTMENT

(432) 682-3712 OFFICE (432) 682-8652 FAX

October 9, 2007

Chesapeake Energy Corporation 6100 N. Western Avenue Oklahoma City, Oklahoma 73118

Attn: Sara L. Caldwell Assistant Landman

RE:

Vinson #1 Re-entry <u>T-20-S, R-38-E</u> Section 4: SE/4 SW/4 Lea County, New Mexico

Dear Sara:

Reference is made to your letter of September 25, 2007, wherein you advised that Chesapeake has elected to participate in the captioned re-entry proposed by JTD in its letter to Chesapeake dated August 15, 2007.

We have prepared and enclose for Chesapeake's review and execution the Operating Agreement covering the captioned well and proration unit, together with a recordable Memorandum of said Operating Agreement. We also enclose an extra signature page for the Operating Agreement and signature and acknowledgement page for the Memorandum. Should the Operating Agreement and Memorandum meet with Chesapeake's approval, please have both documents and the extra signature pages properly executed and acknowledged and then return the extra signature and acknowledgement pages to us, together with the signed AFE at your earliest convenience.

As you are aware, a hearing for compulsory pooling of the SE/4 SW/4 of Section 4 is scheduled for 8:15 a.m. on Thursday, October 18, 2007 in Santa Fe. Time is very much of the essence. For the hearing to become unnecessary, JTD would need to have the executed signature pages and AFE delivered to us no later than Tuesday, October 16, 2007. We hope this can be accomplished so that we can save each other the time and expense of the hearing.

.

Additionally, JTD requests that Chesapeake consider a cross assignment of the respective top leases each of us has acquired covering the subject 40 acre tract of land, to the end that JTD would own 75% and Chesapeake 25% of the top leases.

Thanks in advance for your prompt handling of the Operating Agreement, Memorandum and AFE and for your consideration of the cross assignment proposal.

Very truly yours,

JTD Resources, LLC

an m. Homer

Dan M. Leonard, Manager

C:\Documents and Settings\Kathy\My Documents\MY FILES\LETTERS\JTD Letters\chesapcake - JOA - SW Nadine.doc

09/25/2007 17:13 FAX

JTD RESOURCES

BUILDING6-4TH-NORTH

PAGE 04 Ø 001/002



Sara L. Caldwell Assistant Landman

September 25, 2007

#### VIA FACSIMILE (432) 682-8652 AND U.S. MAIL

Mr. Dan M. Leonard JTD Resources, LLC P.O. Box 3422 Midland, TX 79702

Re: Vinson #1 SE/4 SW/4 Section 4-20S-38E Lea County, New Mexico

Dear Mr. Leonard:

Pursuant to JTD Resources, LLC's proposal letter dated August 15, 2007, Chesapeake Exploration, L.L.C. ("Chesapeake") hereby elects to participate in the drilling of the captioned well. The executed AFE will follow under separate cover.

Please furnish Chesapeake with daily drilling reports and all other well information in accordance with the enclosed Well Data Requirements sheet. Chesapeake will provide its own insurance with respect to its share of liabilities incurred in the drilling, completion and operation of the captioned well. A copy of Chesapeake's insurance certificate will be provided upon request.

It is requested that your office provide a copy of the drilling title opinion and a joint operating agreement covering the captioned well.

Please call me if you have any questions.

Sincerely,

Chesapeake Exploration, L.L.C.

? Caldwell Caldwell

Sāra L.

Enclosure

W:Vermian\_North/Non-Operated Wells/Vinson #1/Election-20070925.doc

Chesapeake Energy Corporation

P.O. Box 18496 • Oklahoma City, OK 73154-0496 • 6100 N. Western Avenue • Oklahoma City, OK 73118 405.879.9374 = fax 405.879.1450 = scaldwell@chkenergy.com

JTD RESOURCES

# JTD RESOURCES, LLC P. O. BOX 3422 MIDLAND, TEXAS 79702

#### OIL AND GAS INVESTMENTS

(432) 682-3712 OFFICE (432) 682-8652 FAX

By Separate Pay we are pro

us hear from you.

viding you with a marked-up lop's of Ex 15" identifying the changes w propose with the new JOA. Please pive them thoughtful consideration

#### FACSIMILE TRANSMITTAL FORM

o | ita | 8:50 PM Time: Date:

No. of pages (including transmittal form):

hepapiete ownsend To: Fax No.: dinda Comments: ional to setter with works menal NEnt to to the formut refero 119 in iden FICK to usparcon 50f ded for m the original JOA ted. JAO areution of the france Э From: that Cross TIMbers 1 JOA NE HOE due bind the parties so to the firm t does not bind throupeate Telephone Number: (432) 682-3712 but participate in our proposed recents, Neither does the letter chrospeedie (432) 682-8652 Fax Number: on the executed AFE. Chron pent us EXELUTION M. a MEN JOA

DYake's

# JTD RESOURCES, LLC P. O. BOX 3422 MIDLAND, TEXAS 79702

OIL AND GAS INVESTMENTS

(432) 682-3712 OFFICE (432) 682-8652 FAX

#### FACSIMILE TRANSMITTAL FORM

101 9:30 Time: Date: No. of pages (including transmittal form): Mhroa. runsma . To: 4 Fax No.: aho d 140 Comments: 640 Da 12 へにり 4) T K UNE MIDI ロフタ From:

 Telephone Number:
 (432) 682-3712

 Fax Number:
 (432) 682-8652

## Differences between Ex. "B" Operating Agreement and 10/07/07 Agreement

# Cover Page:

Operator has changed Contract Area has changed

#### Page 1:

No Exhibit "F"

## Page 2:

Line 15:

1/8 vs. "and other burden on production"

## Line 17:

Added "and other burdens are"

#### Line 19:

Added "all burden"

Line 23: Deleted "Operator shall disburse..."

#### Page 3:

Line 63: Deleted "of title"

#### Page 4:

Line 15: Added "no longer owns ..."

Line 32: Deleted "Vote required ..."

Line 44: Deleted "All work performed ..."

Line 54: Updated current information

#### Page 5:

Line 2: Deleted "notwithstanding..." Line 15:

## Changed 24 hours to 48 hours Changed "inclusive" to "exclusive"

#### Lines 22, 27 and 53:

Changed 24 hours to 48 hours

#### Page 6:

Line 24: Deleted "Notwithstanding ..."

#### Page 7:

No changes

#### Page 8:

Line 14:

Deleted "Operator shall not purchase or sell ..."

Line 60:

Added "Should Operator ..."

#### Page 9:

No changes and the second seco

#### Page 10:

Line 21 and 27: Changed amounts

#### Page 11:

Line 67: Deleted "or receives"

#### Page 12:

No changes

#### Page 13:

Line 5:

Change 5,000 to 15,000

Line 12:

Added "All claims..."

#### Line 29:

Added "interference resulting from ...."

#### Line 37:

Added "currier service ..."

Line 42:

Added "the notice and all pertinent ..."

#### Page 14:

Line 14:

See changes

Line 27:

Changed DOE to "government agency.."

#### ARTICLE XV.

(lettering as reflected in the 1998 agreement)

- A. Deleted some language regarding conflict with Farmout Agreement
- B. Reversed the order for deepening a well and reworking a well

C. No changes

- D. In paragraph 3 added the last part of the last sentence
- E. No changes
- F. No changes
- G. Please note differences
- H. Paragraph 3 is different and Paragraph 4 is deleted.
- \_\_\_\_\_ Added a paragraph I specifying no casing point election for the Vinson re-entry
- I. Corresponds to paragraph J no changes
- J. Corresponds to paragraph K no changes
- K. corresponds to paragraph L added a second paragraph
- L. corresponds to paragraph N no changes

- M. corresponds to paragraph M no changes
- N. corresponds to paragraph O no changes
- O. corresponds to paragraph P no changes
- P. corresponds to paragraph Q no changes
- Q. Corresponds to paragraph R The last sentence of each paragraph is different
- R. corresponds to paragraph S and V no change
- S. corresponds to paragraph U changed 80% to 75%
- T. corresponds to paragraph W
- U. corresponds to paragraph X
- V. corresponds to paragraph Y
- W. corresponds to paragraph T

Added paragraph Z

Exhibit "A" – See change of parties Included A-1, land map and A-2, schedule of leases

Exhibit "B" - Form of Lease - please note changes

Exhibit "C" - Please note changes, especially in Article II and IV

. . . . .

Exhibit "D" -- updated

Exhibit "F" - deleted

Exhibit "G" - please note change of form

Did not include an Exhibit "H", "I" or "J"