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

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

APPLICATION OF CIMAREX ENERGY CO. FOR A NON-STANDARD OIL SPACING AND PRORATION UNIT AND COMPULSORY POOLING, CHAVES COUNTY, NEW MEXICO.

Case No. 14,416

VERIFIED STATEMENT OF HAYDEN P. TRESNER

Hayden P. Tresner, being duly sworn upon his oath, deposes and states:

- 1. I am a landman for Cimarex Energy Co., and have personal knowledge of the matters stated herein.
- 2. Pursuant to Division Rule NMAC 19.15.4.12.A(1)(b), the following information is submitted in support of the application filed herein:
 - (a) No opposition to this application is expected because the interest owners being pooled (i) are not locatable, or (ii) have not yet signed a JOA.
 - (b) A plat outlining the spacing unit being pooled is attached hereto as Exhibit A. Applicant seeks an order approving a 160-acre non-standard oil spacing and proration unit (project area) in the Abo/Wolfcamp formation comprised of the E½E½ of Section 18, Township 15 South, Range 31 East, NMPM. Applicant further seeks the pooling all mineral interests from the surface to the base of the Abo/Wolfcamp formation underlying (i) the SE½SE½ of Section 18 to form a standard 40 acre oil spacing and proration unit, and (ii) the E½E½ of Section 18 to form a non-standard 160-acre oil spacing and proration unit (project area), for any formations and/or pools developed on 40 acre spacing within that vertical extent. The units are to be dedicated to the Franklin 18 Fed. Com Well No. 4, a horizontal well to be drilled at a surface location 375 feet from the south line and 375 feet from the east line, with a terminus 330 feet from the north line and 375 feet from the east line, of Section 18.
 - (c) The parties being pooled, their interests in the well unit, and their addresses, are as follows:

Delbert Bassett c/o Nell Blackerby 4601 Lake Park Drive Arlington, Texas 76016 To Chase Oil Corporation

Oil Conservation Division Case No. ______Exhibit No. ______

Nell Blackerby 4601 Lake Park Drive Arlington, Texas 76016 To Chase Oil Corporation

Chase Oil Corporation Mack Energy Corporation P.O. Box 960 Artesia, New Mexico 88211 18.75%

H.N. Smith, Ethel Smith, Olive Bond, and Richard Birnie address unknown 6.250%

Chase Oil Corporation/Mack Energy Corporation acquired term assignments from Delbert Bassett and Nell Blackerby in late December 2009, after notice of the hearing was mailed to them.

H.N. Smith and his wife Ethel Smith owned a 12.5% working interest in the SE¼ of Section 18, and died without children, apparently leaving their property to their niece and nephew, Olive Bond and Richard Birnie. In an attempt to find the interest owners, both Cimarex Energy Co. and Chase Oil Corporation examined the Chaves County records, telephone directories and records in the counties of the last known residences of the interest owner, and internet directories. Both companies were unable to locate Olive Bond and Richard Birnie.

- (d) A copy of the proposal letter sent to the uncommitted interest owners is attached hereto as Exhibit B. In addition, I have called and e-mailed Delbert Bassett, Nell Blackerby, and Chase Oil Corporation numerous times regarding the well proposal.
- (e) Cimarex Energy Co. has made a good faith effort to obtain the voluntary joinder of the uncommitted interest owner in the well.
- (f) Pursuant to Division rules, applicant requests that a 200% risk charge be assessed against a non-consenting interest owner.
- (g) The offset operators or lessees of the acreage surrounding the well unit are as follows:
 - (i) S½S½ of Section 7.
 Cimarex Energy Co. of Colorado
 - (ii) <u>S½S½ of Section 8</u>. Marshall & Winston, Inc.
 - (iii) <u>Section 17</u>. Cimarex Energy Co. of Colorado

- (iv) N½N½ of Section 20.
 Cimarex Energy Co. of Colorado
- (v) <u>NE¼NE¼ of Section19</u>. Kevin O. Butler & Associates, Inc.
- (vi) <u>NW½NE¼ of Section19</u>.

 Mobil Producing Texas & New Mexico Inc.
- (vii) W½E½ of Section 18.
 Cimarex Energy Co. of Colorado
- (h) A copy of the Authority for Expenditure for the proposed well is attached hereto as Exhibit C. The drilling and completion costs set forth therein are fair and reasonable, and are comparable to those of other horizontal wells of this depth drilled in this area of Chaves County.
- (i) Overhead charges of \$7000/month for a drilling well, and \$700/month for a producing well, are requested. These rates are fair and reasonable, and are in line with rates charged by other operators in this area for wells of this depth. Cimarex Energy Co. requests that the rates be adjusted under the COPAS accounting procedure.
- (j) Applicant requests that Cimarex Energy Co. of Colorado be designated operator of the well.

VERIFICATION

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

Hayden P. Tresner, being duly sworn upon his oath, deposes and states that: He is a landman for Cimarex Energy Co.; he is authorized to make this verification on its behalf; he has read the foregoing statement, and knows the contents thereof; and the same is true and correct to the best of his knowledge, information, and belief.

Hayden P. Tresner

SUBSCRIBED AND SWORN TO before me this _____ day of January, 2010 by Hayden P. Tresner.

My Commission Expires: (1) (40hu 31, 2012

Notary Public

ON ALL NON LIBRARY MAP I INCLUDING PZ MAPS AND WIL.

THIS MAP IS DELIVERED TO

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EXHIBIT A

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Cimarex Energy Co. 600 N, Marienfeld St. Suita 600 Midland, Yexas 78701 PHONE 432,571,7800 FAX 432,571,7832



November 19, 2009

Via: email and Certified U.S. Mail-Return Receipt Requested No. 7007 0710 0003 0317 6879

Nell Blackerby and Delbert Bassott c/o Nell Blackerby 4601 Lake Fark Drive Arlington, Texas 76016

Re: New Well Proposals
Franklin 18 Federal Com # 4
E/2E/2 Section 18-T13S-R31E
Franklin 18 Federal Com # 3
W/2E/2 Section 18-T15S-R31E
Chaves County, New Mexico

Ladies and Gentlemen:

Cimarex Energy Co. ("Cimarex") hereby withdraws its previous well proposal dated July 15, 2009 for the Franklin 18 Federal Com #2, #3 and #4 Wells, and proposes to drill the above-captioned wells according to the project described in the enclosed AFE. If you would like to participate in the wells, please sign, date and return one (1) copy of each AFE to the undersigned at the above-letterhead address. Our attorney, Mr. James Bruce, forwarded Cimarex' proposed form of Operating Agreement to Mr. Scotty A. Holloman in a previous email. Upon receipt of your signed AFE, I will forward a completed version of Exhibit "A" and a fully executed set of signature pages, to be incorporated into the Operating Agreement. I will also include a separate set of signature pages for you to sign in the presence of a Notary Public and return to the undersigned.

Alternatively, if you choose not to participate in the wells, Cimarex hereby offers a bonus equal to \$300 per net mineral acre for a two (2) year Term Assignment with 180-day continuous development and delivery of a 75% net revenue interest lease. Cimarex' proposed form of Term Assignment is enclosed. Please do not hesitate to contact me if there is any additional information that you should require in regard to this matter. Thank you.

Sincerely,

Cimarex Energy Co.

Welsen Trong

Landman

EXHIBIT B

c. James Bruce

TERM ASSIGNMENT OF OIL & GAS LEASE And Reservation of Overriding Royalty

STATE OF NEW MEXICO

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COUNTY OF CHAVES

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Reference is hereby made for all purposes to the Oil and Gas Leases set forth on Exhibit "A" attached hereto and made a part hereof (the "Subject Lease").

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Nell Blackerby and Delbert Bassett ("Assignor") whose mailing address is c/o Nell Blackerby 4601 Lake Park Drive, Arlington, Texas 76016, HEREBY GRANTS, BARGAINS, SELLS, TRANSFERS, ASSIGNS and CONVEYS unto Cimarex Energy Co., ("Assignee"), a Delaware corporation, whose mailing address is 600 N. Marienfeld Street, Suite 600, Midland, Texas 79701, its successors and assigns, all of Assignor's right, title and interest in and to the Subject Lease insofar and only insofar as said lease covers and pertains to the lands and depths described on Exhibit "A" (the "Assigned Premises").

This assignment, subject to the terms and provisions herein, shall be for a term of two (2) years from the Effective Date, hereinafter defined, (the "Primary Term") and as long thereafter as oil, gas or associated liquid hydrocarbons are produced in paying quantities from the Assigned Premises.

Assignor hereby reserves unto itself, an overriding royalty interest equal to the positive difference, if any, between lease burdens existing as of the Effective Date of this Term Assignment and twenty-five percent (25.00%), free and clear of all costs of development and production, but subject to applicable taxes, on all oil, gas, casinghead gas and other gaseous substances, which may be produced, saved and/or sold under the Subject Lease. Said overriding royalty interest shall be paid to Assignor without deduction for the cost of producing, gathering, transporting, handling, storing, separating, treating, dehydrating, compressing, processing and otherwise making the oil, gas and other products ready for sale or use. In the event that the Subject Lease covers less than the entire fee simple estate in oil gas and other hydrocarbons in and under the Assigned Premises, or in the event that Assignor owns less than the entire leasehold interest created by the Subject Lease, either or both, then the overriding royalty interest reserved herein shall be reduced proportionately.

If at the expiration of the primary term there is no well on the assigned premises capable of producing oil and/or gas or if after the expiration of the primary term, all wells drilled upon said land by Assignee should become incapable of producing for any cause, but Assignee has commenced operations for actual drilling or reworking thereon, this assignment shall remain in force so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, whether operations be on one or more wells on the Assigned Premises and if such operations result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced from said land in paying quantities.

In the event production is obtained during the primary term of this lease, Lessee shall have 180 days from the expiration of said primary term within which to commence the drilling of an additional well; and from thence forward, shall have the option to perform a continuous development program whereby Lessee shall have 180 days from the completion of one well within which to commence the drilling of an additional well. Should Lessee fail to timely commence a well in accordance with the aforesaid 180 day continuous drilling or development program prior to the point in time the Assigned Premises have been fully developed, then this Lease shall terminate as to all lands not included in or otherwise allocated to a well unit. For the purpose hereof, the term "well unit" shall mean the proration or spacing unit created for a well capable of producing in

paying quantities of oil and/or gas as prescribed and permitted by the applicable rules and regulations of the State of New Mexico or other governmental authority having jurisdiction, and the term "fully developed" shall mean the point in time when the entirety of the Assigned Premises has been included in a well unit, or units as prescribed and permitted by the applicable rules and regulations of the State of new Mexico or other governmental authority have jurisdiction. The term "completion" as defined herein shall be deemed to be sixty (60) days after the date total depth of the well bore is attained.

This assignment is given without warranty of title either expressed or implied. In the event the Assigned Premises cover less than the entire fee mineral estate in the lands, then the interests reserved herein shall be reduced proportionately, however, the shut-in provision below shall not be subject to proportionate reduction.

If Assignee completes a gas and/or condensate well on said land, or land pooled therewith, but gas and/or condensate is not being sold or used and such well is shut-in, then on or before ninety (90) days after said well is shut-in, and thereafter at one (1) year intervals, Assignee shall pay a shut-in royalty equal to \$250/well. So long as said payment is made, it shall be considered that gas and/or condensate is being produced from the premises in paying quantities. Notwithstanding anything to the contrary contained herein, shut-in royalty payments shall not maintain this assignment in effect as to the attributable governmental spacing or proration unit for more than two (2) consecutive years after the well is shut-in.

Assignee agrees to drill at legal locations on the Assigned Premises. Assignee further agrees that it will timely and properly i) plug all wells, ii) remove wastes, iii) remediate and close all pits and iv) restore, as required, the surface of the Assigned Premises in accordance and compliance with all statutes, rules, regulations, requirements and orders of any governmental authority having jurisdiction. Assignee agrees to protect, indemnify, defend and hold harmless Assignor, its agents, employees and contractors from any and all liability, loss, injury, claims, demands, causes of action, damages, penalties and judgments of any kind or character arising out of Assignee's operations or activities related to the property, contracts and agreements pertaining thereto including without limitation failure to timely and properly i) plug all wells, ii) remove wastes, iii) remediate and close all pits and iv) restore, as required, the surface of the Assigned Premises and any acts or omissions of Assignee based upon any theory of negligence, willful misconduct, liability without fault or otherwise.

The provisions of this assignment shall extend to and bind the successors and assigns of the parties hereto and shall constitute covenants running with the land; provided however, Assignee shall not cede, assign, nor otherwise transfer all or any portion of the Assigned Premises without Assignor's prior written consent which shall not be arbitrarily withheld. Assignor's consent is not required on assignments and transfers resulting from corporate merger, financing, consolidation or reorganization.

Should a renewal or extension lease covering the Assigned Premises be acquired by Assignee, or by another party wholly or partly for Assignee or Assignee's benefit within the Primary Term hereof, Assignor's rights and interests reserved herein shall attach and apply to i) each renewal or extension lease, ii) the land described and iii) the estate created.

Assignee, hereby agrees to indemnify and hold Assignor harmless from and against any and all claims, demands, causes of action, and/or liabilities in connection with the ownership and/or operation of the Leasehold Interests, including, without limitation, any attorney's fees, court costs, and other expenses reasonably and necessarily incurred in enforcing such indemnification.

This instrument is executed November _____, 2009, (the "Effective Date").

ASSIGNOR:		Nell Blackerby
		Delbert Bassett
ASSIGNEE:		Cimarex Energy Co.
		Roger Alexander, Attorney in Fact
STATE OF TEXAS	§ §	
COUNTY OF	§	
This instrument was as dealing in her sole and separate		before me on January, 2009 by Nell Blackerby,
		Notary Public
STATE OF TEXAS	§ §	
COUNTY OF	§	
This instrument was ac dealing in his sole and separate		pefore me on January, 2009 by Delbert Bassett,
		Notary Public
STATE OF TEXAS	ş	
	§ §	
This instrument was act Alexander, as Attorney-in-Fact corporation.	knowledged b for Cimarex	pefore me on November, 2009 by Roger Energy Co., a Delaware corporation, on behalf of said
		Notary Public

EXHIBIT "A"

Atta	ched	to and ma	ade a part	of	that certain	Te	rm Assigm	ment of C	il &	Gas	Lease from	n Nell
 		Delbert _, 2009.	Bassett,	as	Assignor,	to	Cimarex	Energy	Со.,	as	Assignee	dated

ASSIGNED PREMISES AND LEASE DESCRIPTION

All of Assignor's undivided interest in and to the following described Oil and Gas Leases, insofar, and only insofar as said leases cover and pertain to those rights below 5,500 feet under the Southeast Quarter (SE/4) of Section 18, Township 15 South, Range 31 East, N.M.P.M., Chaves County, New Mexico:

- 1. Oil and Gas Lease dated August 1, 1956, by and between Ada E. Sams, a widow, also known as Mrs. Carl E. Sams, Pauline Dean, a married woman dealing with her sole and separate property, Jerry Dean, a married man dealing in his sole and separate property, joined pro forma by his wife, Donna Dean, as Lessors, and H.N. Smith, George Williams, R.D. Collier, and D.M. Bassett, as Lessees, and recorded at Book 59, Page 359 of the records of Chaves County, New Mexico;
- Oil and Gas Lease dated August 20, 1956, by and between Pauline Dean, as Guardian of the Estate of Bobby L. Dean, a minor, as Lessors, and H.N. Smith, George Williams, R.D. Collier, and D.M. Bassett, as Lessees, and recorded at Book 59, Page 357 of the records of Chaves County, New Mexico



Authorization For Expenditure

Company Entity. Gmarex Energy Co.		<u> </u>	THE REAL PROPERTY AND PERSONS ASSESSMENT	er 23, 2009
Region Well Name	Well No. Prospect of Field Name	Property Number	Drilling	AFE No.
Permian Franklin 18 Federal Com	4 Caprock	:		
	County	e e e e e e e e e e e e e e e e e e e	TVo	e Well
SHL: 375 FSL & 375 FEL Section 18-T15S-R31E		0	iii x	Expl x
BHL: 330 FNL & 375 FEL Section 18-Y155-R31E	Chaves	NM G	os	Prod
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Original Estimate Revised Estimate	i de la companya de	:	ABO	13,006'
Supplemental Estimate O		<u> </u>		i
ProjectDescription Drill and complete a Lower ABO horizontal well. Pilo 4560' VS		at approx. 8395'. Approx. 84	بيرية وعور ويتراري فيتنان ويدون فيعتبان	
Intangibles	Dry Hole Cost	After Casing Poi	nt Com	npleted Well Cost
Drilling Costs Completion Costs	\$1,368,375	\$1,192,125		\$1,368,375 \$1,192,125
Total Intangible Costs	\$1,368,375	\$1,192,125		\$2,560,500
				<u></u>
Tangibles				
Well Equipment	\$193,000	\$832,462		\$1,065,462
Leose Equipment	6183.000	\$97,000		\$97,000
Total Tangible Well Cost	\$183,000	\$979,462		\$1,162,462
Plug and Abandon Cost	\$150,000	-\$150,000		50
Total Well Cost	\$1,701,375		·····	
Comments on Well Costs	GLIOLATA	\$2,021,587		\$3,722,962
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Well control insurance: Unless otherwise indicated below, you, as a non-opsolong as Operator conducts operations hereunder insurance, you must provide a certificate of such insider than commencement of drilling operations. You by insurance procured by Operator. 1 elect to purchase my own well control insurance policy. Well control insurance procured by Operator, proving the provided redrilling and clean-up/pollution expense control insurance policy. Comments on AFE The above costs are estimates only and anticipate to without affecting the authorization for expenditure actual legal, curative, regulatory and well costs under the provided by Prepared by	erating working interest owner, agree to be and to pay your prorated share of the presurance acceptable to Operator, as to form ou agree that failure to provide the certificates, among other terms, for \$20,000,000 (a vering drilling (through completion) with a couble free operations without any foresee therein granted. By approval of this AFE, there term of the joint operating agreement, or Cimarex Energy Co. App.	e covered by Operator's wel miums therefore. If you ele and limits, at the time this / ate of insurance, as provided (100% W.I.) of Combined Sing (100% W.I.) dec (100% W.I.)	ct to purchase your of AFE is returned, if avid therein, will result in the sult in the su	orocured by Operator own well control aliable, but in no event in your being covered r well control and led the estimated costs ortionate share of





Project Cost Estimate

Well No.: Lease Name: Franklin 18 Federal Com 4 Intangibles PORT Cost Roads & Location Preparation / Restoration \$35,000! piccline ! \$3,000 \$38,000 \$6,000 \$6,000 Damoges \$65,000 9:00.025 \$115,000 \$50,000 Mud / Fluids Disposal Charges 35 DH Days 7 ACP Days @ Per Day \$550,000 \$84,000 \$634,000 Day Rate \$14,000 Misc Preparation Cost (mouse hale, rat hale, pads, pile clusters, misc.) 5000.000 \$14,000 \$19,750 \$18,750 0100.123 \$1,000 Bits 0:00,123 \$0.00 Per Gallon 0.00.133 \$0 0:00.230 Fuel Gallons Per Day SC SO \$30,625 DICC.123 \$63,000 \$111,125 Water / Completion Fluids Per Day 2400.040 \$141,750 Mud & Additives 300C.173 \$63,000 Surface Rentals Per Day \$31,000 Ð-20.14¢ \$83,000 \$114,000 Downhole Rentals 2/20,155 \$36,000 OUTC 143 \$14,000 \$50,000 Formation Evaluation (DST, Coring including evaluation, G&G Services) 50 \$850 Days @ 30 Per Day \$30,000 \$30,000 Mud Logging 0100.130 \$30,000 \$30,000 Open Hole Lagging \$40,000 \$17,000 \$57,000 Cementing & Float Equipment 9100.136 \$5,000 \$8,000 Tubular Inspections \$3,000 \$26,000 Cosing Crews \$16,000 0100.365 \$10,000 \$14,000 0000.202 Extra Labor, Welding, Etc. \$196,290 \$5,000 \$19,000 0095.005 \$21,000 0100,176 \$4,000 \$25,000 Land Transporation (Trucking) Per Day Supervision 0490,000 549,000 0100.230 \$18,000 567 000 \$21,000 0:00.255 Trailer House / Camp / Catering 400 Per Day 0100,080 \$4,000 \$25,000 Other Misc Expenses \$2,000 0400,099 \$7,000 \$9,000 300:Per Day 0/000.028 \$13,000 0/01:35 \$3,000 \$16,000 Overhead Remedial Cementing \$0 \$137,000 MOB/DEMOB 50 Directional Drilling Services 14 Days @ 7,800 Per Doy 0100.345 \$137,000 0000.050 Dock, Dispatcher, Crane 0100,280 50 Marine & Air Transportation \$0 0100,280 \$52,000 \$52,000 Solids Control Per Doy 2/26,2/55 \$12,000 Well Control Equip (Snubbing Svcs.) @(CC.243 \$11,000 \$23,000 Fishing & Sidetrack Operations 0104.370 \$0 DICCLESS \$0 3,400 Per Day Completion Rig 7 Days @ 0000.035 \$36,000 \$36,000 Coil Tubing 25,000 Per Day 9/00,260 \$25,000 \$25,000 1 Days @ Completion Logging, Perforating, WL Units, WL Surveys \$8,000 \$8,000 DICC.3350 Stimulation \$585,000 \$585,000 \$7,000 Legal / Requistory / Curative 0000.000 0100,300 \$7,000 9/01.283 55,000 Well Control Insurance \$0.35 Per Foot \$5,000 5% of Drilling Intangibles \$65,000 Contingency 0126,826 \$54,000 \$119,000 Construction For Well Equipment 05/03/50 10 \$1,000 \$1,000 2:40.110 Construction For Lease Equipment \$55,000 \$\$5,000 Construction For Sales P/L 50 0101.235 \$1,368,375 \$1,192,125 \$2,560,500 Total Intangible Cost Tangible - Well Equipment Size \$ / Foot Casing 20 40.00 \$0.00 OW199.350 Drive Pipe 30 Conductor Pipe \$0 50 DW/69.035 so \$0 :Water String 13-3/8 340.00 \$48.26 DW99.543 \$15,000% Surface Casing \$16,000: \$42.21 00015.345 Intermediate Casing 9 5/8" 3950.00 \$167,000 \$167,000 **Drilling Liner** Ø₩18.143 \$0 \$0 Drilling Liner 50 \$257,000 8500.00 \$29.37 Production Casing or Liner \$257,000 OWEALSON ! \$15.97 Production Tie-Back 4 1/2 4600.00 \$73,462 \$73,462 2 7/8" 8400.00 \$9.53 DNVE9.205 Tubing \$80,000 \$80,000 N/C Well Equipment 0W8A.115 \$72,500 572,500 Wellhead, Tree, Chokes OW69,125 OWEA.130 \$10,000 \$10,000 Liner Honger, Isolation Packer SWEE.100 DWEA.125 \$196,000 \$196,000 Packer, Nipples DW/5A.130 \$1,000 \$1,000 Pumping Unit, Engine D1EQ.100 \$135,000 \$135,000 20150.10S Lift Equipment (BHP, Rods, Anchors) \$57,500 \$57,500 Tangible - Lease Equipment every ser and which SECTION AND N/C Lease Equipment \$7,500 \$7,500 Tanks, Tanks Steps, Stairs 01.50,320 \$60,000 \$60,000 Battery (Heater Treater, Separator, Gas Treating Equipment) TLEO, 135 \$24,000 \$24,000 Flow Lines (Line Pipe from wellhead to central facility) 01.67,130 \$5,500 \$5,500: Offshore Production Structure for Facilities 00/24,135 SO Pipeline to Sales 0W/EA, 140 50 \$1,162,462 **Total Tangibles** \$183,000 \$979,462 0100,295 P&A Costs \$150,000 0:00.375 -\$150,000 50 Total Cost \$3,722,962 \$1,701,375 \$2,021,587