SECTION PLAT Scale: 1 inch = 660 feet Printed in U.S.A.

EXHIBIT 1

LAND PLAT

ECTION S/2 22	TOWNSHIP	18SR	ANGE 2	8E COUN	HTY EDDY	STATE_NEW	MEXICO
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	, , , ,						
EXXON	ORY	X ENERGY		CHEVRON	0.5		
40 ACRES @ 8	7.5NRI 40 A	ACRES @ /5	%NRI	40 ACRES @	8/.5%NRI		
YATES PETROI						L	
ARCO OIL & G	Y 31.94 AC	RES @ 87.5	% NRI	***		•	
MARATHON OII	31.94	444 ACKES	6 01.2	D INKT		ì İ	
							<u></u> j

^{*} FARMOUT TO PANTERA FOR 75% NRI BPO; WITH OPTION OF EITHER INCREASING ORRI FROM 12.5% TO 17.5% APO OR BACKING IN FOR A 25% WIAPO.

^{**} FARMOUT TO PANTERA FOR 75% NRI BPO WITH ORRI CONVERTABLE TO A 25% WIAPO.

^{***} FAMOUT TO PANTERA FOR 75% NRI.

exhibit "2"

TURKEY TRACK PROSPECT S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

TELEPHONE CONTACTS AND CORRESPONDENCE BETWEEN PANTERA AND THE VARIOUS WORKING INTEREST OWNERS IN THE REFERENCED LANDS.

Yates Petroleum Corporation Yates Building, 105 South Fourth Artesia, NM 88210 Attention: Kathy Porter/Rob Bullock

6-13-91	Wrote them with original farmout request
6-18-91	Phone call to follow-up on farmout request.
	Was told he is out all week & must wait.
7-11-91	Wrote them clarifying our intention to form a 320 acre unit consisting of the S/2 and requesting farmout again
7-12-91	Phone call about letter of 7-11-91.
9-6-91	Formally proposed the drilling of the well via CERTIFIED LETTER.
10-4-91	Notified them of pooling hearing on 11-7-91 via CERTIFIED LETTER.
10-7-91	He called about pooling application. Did not yet know what they would do.
10-18-91	Rob Bullock called. Wants a copy of the JOA we will drill under as well as credit references.
10-23-91	Sent him a blank form of joa.
10-31-91	Called to see if he got joa. He wanted one filled out, so it went out in today's mail.
11-1-91	Called him to tell him we had Arco's 100 acres.
11-1-91	He called at 4:00 p.m. Said the interest I showed on the Exh A was wrong, the description on the AFE was wrong, and no Gas Balancing was attached to the JOA.
11-4-91	Faxed him documentation for the 11-1-91 conversation.
11-4-91	He called. He faxed changes to JOA requested by them.
11 - 5-91	He called a.m. to say he would get me the signed JOA and amendatory letter faxed by noon Wednesday.
11-5-91	He called at 5:00 pm to say Mr. Yates was reluctant until he finds out more about the company. May not invest in this well. May farmout or go non-consent. Will use the 30 days anyway.

Exxon Company, U.S.A. Attention: Joe Thomas P.O. Box 1600 Midland, TX 79702-1600

6-17-91	Wrote them with original farmout request
7-1-91	Letter from him declining our farmout request.
7-9-91	Phone call to him following up on farmout request.
	Was told they were shut down for the year on Morrow.
7-11-91	Wrote them clarifying our intention to form a 320 acre
	unit consisting of the S/2 and requesting farmout again.
9-6-91	Formally proposed the drilling of the well via
	CERTIFIED LETTER.
9-12-91	Letter from him saying they are reviewing.
9-18-91	Visited him IN PERSON in Midland.
10-4-91	Notified them of pooling hearing on 11-7-91 via
	CERTIFIED LETTER.
10-22-91	I called & left msg on answering machinewondering
	if they have answer.
10-27-91	He called to tell me fo looks likely. Look for
	answer at end of week.
11-1-91	
11-5-91	
1	at a 75% NRI; no backiin; earn from surface to 100' below
	deepest perf.
	deepest perr.

TURKEY TRACK PROSPECT S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

TELEPHONE CONTACTS AND CORRESPONDENCE BETWEEN PANTERA AND THE VARIOUS WORKING INTEREST OWNERS IN THE REFERENCED LANDS.

Arco Oil and Gas Company

P.O. Box 1610

Midland, TX 79702

Attention: Padrick Pickney/Lisa Petty/Joe Fitzgerald

6-13-91	Wrote them with original farmout request
6-19-91	Phone call to Joe following up on farmout request.
	He turned over to Lisa. He said to wait.
6-20-91	Call from Lisa requesting more information.
6-26-91	Called her back with as much information as we had.
7-31-91	Wrote them clarifying our intention to form a 320 acre
	unit consisting of the S/2 and requesting farmout again
9-6-91	Formally proposed the drilling of the well via
	CERTIFIED LETTER.
9-18-91	Visited him IN PERSON in Midland.
10-1-91	Phone call following up: no answer yet.
10-4-91	Notified them of pooling hearing on 11-7-91 via
	CERTIFIED LETTER.
10-22-91	I called him & left msg on answering machine wondering
	if they had answer yet.
10-30-91	Called. He will check and call me back.
10-31-91	Signed fax saying they will farmout.
11-4-91	Signed original Letter Agreement negotiating farmout.
11-5-91	Left message for Kevin Stowe.
11-6-91	Called Kevin Stowe again. He is out all week. Talked
	to Padrick Pickney about language in farmout "subject
	to final management approval". He said we are ok.

Marathon Oil Company
P.O. Box 552
Midland TY 79702

Midland, TX 79702 Attention: Randal P. Wilson

6-13-91	Wrote them with original farmout request					
7-3-91	Letter from him declining our farmout request.					
7-9-91	Phone call to him following up on farmout request.					
	Was told they were shut down for the year on Morrow.					
7-11-91	Wrote them clarifying our intention to form a 320 acre					
	unit consisting of the S/2 and requesting farmout again.					
7-31-91	Letter from him declining our farmout request.					
9-6-91	Formally proposed the drilling of the well via					
	CERTIFIED LETTER.					
9-18-91	Visited him IN PERSON in Midland.					
10-1-91	Phone call following up: no answer yet.					
10-4-91	Notified them of pooling hearing on 11-7-91 via					
	CERTIFIED LETTER.					
10-22-91	I called & left msg on answering machine wondering					
	if they had answer yet.					
10-24-91	He called to say no answer.					
11-1-91	Called him to tell him we had Arco's 100 acres.					
11-5-91	Called him to see if he had answer. They don't.					

TURKEY TRACK PROSPECT S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

TELEPHONE CONTACTS AND CORRESPONDENCE BETWEEN PANTERA AND THE VARIOUS WORKING INTEREST OWNERS IN THE REFERENCED LANDS.

Oryx Energy Company P.O. Box 2880 Dallas, TX 75221-2880 Attention: Alan Beers

6-13-91	Wrote them with original farmout request
6-18-91	Letter from him declining our farmout request,
	but telling us they might sell.
6-24-91	Wrote him offering \$20/ac.
7-11-91	Called him to followup on offer.
7-16-91	Called him to followup on offer.
7-19-91	Visited him IN PERSON IN DALLAS.
7-31-91	Followup call to him. He never returned call.
8-11-91	Called him to followup on offer. Said to expect answer
	soon.
8-27-91	Followup call to him. He never returned call.
9-6-91	Formally proposed the drilling of the well via
	CERTIFIED LETTER.
10-4-91	Notified them of pooling hearing on 11-7-91 via
	CERTIFIED LETTER.
10-22-91	I called him & left msg on answering machine wondering
	if they had anwer yet.
10-30-91	•
	supposed toso he's covered. Answer will come from
	Ken Gray @(405)752-7191 or Pat Galvin 752-7177. I
	called Ken Gray. he is waiting on geologist to answer.
11-1-91	
11-5-91	_
	40 acres in our drilling unitif nothing else.
	,





November 4, 1991

Arco Oil and Gas Company P.O. Box 1610 Midland, TX 79702

Attention: Kevin Stowe

RE: TURKEY TRACK PROSPECT

S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

Dear Mr. Stowe:

Please find enclosed your Letter Agreement of October 30, 1991 as same has been executed by Scott D. Herrick as President of Pantera Energy Company.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

Juanita Hartman

/jmh

encl.

ARCO Oil and Gas Company 💠

Central District Post Office Box 1610 Midland, Texas 79702 Telephone 915 688 5200

October 30, 1991

Pantera Energy Company Attn: Ms. Juanita Hartman 724 S. Polk (Fisk Building) Amarillo, TX 79101 <u>Via Facsimile</u> (806) 376-5833

Re: Farmout Request - Turkey Track Prospect S/2 Section 22-18S-28E Eddy County, NM ARCO NM-015-003450-A

Dear Ms. Hartman;

Pursuant to your letter dated September 6, 1991, and in support of your 11,000' Morrow test well to be drilled in Section 22 as referenced above, ARCO proposes to grant a farmout, limited in depth from the base of current production to the base of the Morrow formation, covering our 100.0 net acre mineral interest for the following terms: a Morrow producer will earn Pantera a 75% NRI assignment with ARCO reserving the difference between existing burdens and 25%, convertible at payout to a 25% working interest. Additionally the Agreement will provide for a 120 day continuous drilling commitment and provide ARCO with well data on wells drilled on or within a 1/2 mile of the captioned area.

This proposal is of general terms and is subject to final ARCO Management approval. An ARCO formal Farmout Agreement will contain additional provisions and requirements and will be prepared subsequent to this letter.

Mindful of the Force Pooling Order pending on this interest, should Pantera be agreeable to these terms, please execute both copies of this letter and return one (1) original to my attention within ten (10) days. Should you desire to FAX your execution, our fax number is (915) 688-5769. Upon receipt of an executed letter and final approval by ARCO management, a formal Agreement will be forwarded for your review and execution.

Pantera Energy Company Farmout Request - Turkey Track Prospect October 30, 1991 Page 2

Should you have any questions, please feel free to contact me at (915) 688-5941.

Sincerely,

Kevin L. Stowe, CPL

Sm1 Stre

Landman

KLS/ckc

AGREED TO and ACCEPTED this 4 day of November, 1991.

ENERGY

Pantera Oil Company

Title:





October 31, 1991

Arco Oil and Gas Company P.O. Box 1610 Midland, TX 79702

Attention: Kevin Stowe

RE: TURKEY TRACK PROSPECT

S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

carita Hartman

Dear Mr. Stowe:

Please find enclosed a copy of your Fax transmittal as same has been executed by Scott D. Herrick as President of Pantera Energy Company. You should have received, this date, a copy of same via fax.

We appreciate your farming out to us and affording us the opportunity to drill this well. I will look forward to receiving your formal paperwork in the mail.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.





FAX: 806/376-5833

TO: Kevin Stowe
company name: Arco OII and Gas Company
NO. OF PAGES INCLUDING THIS ONE: 3
PANTERA ENERGY COMPANY
SENT BY: Juanita Hartman
TIME: 8:30
DATE: 10/3/9/
$\frac{1}{1000}$
$\left(\sqrt{\frac{90}{10}} \right)^{31} \left(\sqrt{\frac{9}{10}} \right)$
If you should have any problems receiving this tradsmission, pleas

ARCO Oil and Gas Company 💠

Central District Post Office Box 1610 Midland, Toxas 79702 Tolephono 915 688 5200

October 30, 1991

Pantera Energy Company Attn: Ms. Juanita Hartman 724 S. Polk (Fisk Building) Amarillo, TX 79101

<u>Yia Facsimile</u> (806) 376-5833

Re: Farmout Request - Turkey Track Prospect

S/2 Section 22-18S-28E Eddy County, NM ARCO NM-015-003450-A

AND THE SAN LOW SHOWARD IN IN PRIMARILY AT ALL IN THE LEE IN THE

Dear Ms. Hartman;

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Mindful of the Force Pooling Order pending on this interest, should Pantera be agreeable to these terms, please execute both copies of this letter and return one (1) original to my attention within ten (10) days. Should you desire to FAX your execution, our fax number is (915) 688-5769. Upon receipt of an executed letter and final approval by ARCO management, a formal Agreement will be forwarded for your review and execution.

Pantera Bnergy Company Farmout Request - Turkey Track Prospect October 30, 1991 Page 2

Should you have any questions, please feel free to contact me at (915) 688-5941.

Sincerely,

Kevin L. Stowe, CPL

Sul Stre

Landman

KLS/ckc

AGREED TO and ACCEPTED this 31 day of Volaties, 1991.

Pantera Oil Company

Title: Dresuling

Message Transmittal Request	
	se only clear/defined copies
Name To	Name From
MS JAUNITA HARTMAN	KOVIN STOWE
PANTERA ENERGY COMPANY	Building/room number ARCO P.O. Box 1610 RM 708
Address	Oity MIDLAND
724 So POLK AMARINO, TX Telephone and room number	Telephone number
	(915) 688-5941 Date sent
Number of pages Z plus cover Type Taggular	□ Legal 10/30/91
Fax number	Confirmation number
800 376 5833 Message	
() ORIGINAL IN MAIL	
	·
	

AR38-81-J





October 4, 1991

ARCO OIL AND GAS COMPANY ATTENTION: PADRICK PICKNEY P.O. BOX 1610 MIDLAND, TX 79702

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Fail-we to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested. 1 XXXShow to whom delivered, date, and addressee's address. (Extra charge)					
3. Article Addressed to: ARCO OIL AND GAS COMPANY	4. Article Number P476 201 593				
P.O. BOX 1610 MIDLAND, TX 79702	Type of Service: Registered Insured XXCettified COD Express Mail Receipt for Merchandise				
	Always obtain signature of addressee or agent and DATE DELIVERED.				
5. Signature — Addressee	8. Addressee's Address (ONLY if requested and fee paid)				
6. Signature – Agent X. X. Mary Land 1997. Date of Delivery					
PS Form 3811, Apr. 1966 8 1889.G.P.O. 1989-238-81	DOMESTIC RETURN RECEIPT				

STICK POSTAGE STAMPS TO ARTICLE TO COVER FIRST CLASS POSTAGE, CERTIFIED MAIL FEE, AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES. (500 from)

- If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached and present the article at a post office service window or hand it to your rural carner.
- If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach and retain the receipt, and mail the article.
- 3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
- 4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
- Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
- 6. Save this receipt and present it if you make inquiry.

September 6, 1991

Arco Oil and Gas Company Attention: Lisa Petty P.O. Box 1610 Midland, TX 79702

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Dear Ms Petty:

Inasmuch as Pantera Energy Company has acquired a farmout from Dekalb Energy Company as to their interest in the south half of Section 22-18S-28E, Eddy County, New Mexico, please accept this as Pantera Energy Company's proposal to drill an 11,000 foot Morrow test at a location 660 feet from the south line and 1980 feet from the east line of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico. It is our intent to form a 320 acre unit consisting of the south half of the section. In connection with this proposal and your interest, we ask that you please select one of the following options:

- 1. Participate to the full extent of your interest by paying your share of Dry Hole Costs, which are estimated to be \$347,000.00; Completed Well Costs are estimated to be \$570,000.00. A copy of our AFE is enclosed.
- 2. Farmout your interest to Pantera Energy Company, reserving the difference between 25% and all lease burdens of record (including the usual 1/8 landowner royalty), thus delivering a 75% net revenue interest.

We would appreciate a response from you within thirty days from the date of receipt of this proposal.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

Juanita Hartman Landman

SENDER: Complete items 1 and 2 3 and 4. Put your address in the "RETURN TO" Spi from being returned to you. The return rece the date of delivery. For additional fees the and check box(es) for additional service(s) 1. Thow to whom delivered, date, a	ace on the reverse signification the reverse signification of the reverse significant the requested.	ou the name of the person delivered to and are available. Consult postmaster for fees
3. Article Addressed to: ARCO OIL AND GAS C	OMPANY	4. Article Number P 476 201 558
ATTENTION: LISA P P.O. BOX 1610 MIDLAND, TX 79702	} }	Type of Service: Required Insured COD Express Mail Return Receipt for Merchandise Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature — Addressee		8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent		
7. Date of Delivery SEP	9 1991.	
PS Form 3811, Apr. 1989 *1	J.S.G.P.O. 1989-238-815	DOMESTIC RETURN RECEIPT

SARCO OIL AND GAS COMPANY SATTENTION: LISA PETTY RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse) 79702 558 S Return Receipt showing to whom. Date, and Address of Delivery P.O. BOX 1610 PMIDEAND!, CTX P 475 201 Return Receipt showing to whom and Date Delivered TOTAL Postage and Fees Restricted Delivery Fee Special Delivery Fee Postmark or Date Certified Fee Postage U.S.G.P.O. 1989-234-555 PS Form 3800, June 1985 July 31, 1991

Arco Oil and Gas Company Attention: Lisa Petty P.O. Box 1610 Midland, TX 79702

RE: TURKEY TRACK PROSPECT
SECTIONS 21,22-18S-28E
EDDY COUNTY, NEW MEXICO

Dear Ms. Petty:

I'm sorry for taking so long in getting back with you in regards to your request for more information as to Pantera wanting a farmout from Arco as to the above referenced lands. This letter is being written to clarify Pantera's intentions and to extend the deadline of our proposal.

As this land is on 320 acre spacing for the Morrow formation, we would like to amend our farmout request accordingly. Pantera would like to form a 320 acre lay-down unit consisting of the south half of section 22 and a stand-up 320 acre unit consisting of the east half of section 21. We, therefore, would like a farmout of your interest in the south half of section 22 for the drilling of an 11,000' Morrow test in the Southeast Quarter of the section, with an option on the east half of section 21.

Please call Don Cameron (Geologist) or Scott Herrick (Engineer) for any more detailed information you may need.

The terms discussed in my letter to Joe Fitzgerald dated June 13, 1991 still apply. Please accept this as an extension until 5:00 PM on September 15,1991 of that proposal.

I appreciate any consideration you can give us.

Very truly yours,

Juanita Hártman Landman



June 13, 1991

(915) 688- 5200

Arco Oil and Gas Company P.O. Box 1610 Midland, TX 79702

Attention: Joe Fitgerald

RE: TURKEY TRACT PROSPECT

Sections 21,22-18S-28E Eddy County, New Mexico

Dear Mr. Fitzgerald:

Pantera Energy Company is interested in drilling to test the deep rights (Morrow) in the two referenced sections. Inasmuch as these deep rights are held by production by shallow wells in which you own an interest, Pantera Energy Company hereby requests a farmout from you as to said deep rights.

Our proposal is that, with production, Pantera would earn an assignment of all your interest in the spacing unit for our well as said interest covers those rights below the base of the deepest producing formation; in such assignment, you would reserve a three-sixteenths overriding royalty interest which would absorb and pay all burdens against the interest you assign to us--subject to proportionate reduction should you own less than a full leasehold interest.

Our proposal is subject to approval of title and a review of any gas contracts or other agreements which would affect the drilling of our well.

If the foregoing, or something similar, is of interest to you, please let us know.

This offer is valid for a period of thirty days from the date hereof.

Very truly yours,

Juanita Hartman

Landman

/jmh





October 4, 1991

ORYX ENERGY COMPANY ATTENTION: ALAN BEERS P.O. BOX 2880 DALLAS, TX 75221-2880

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

PS Form 3800,	June 1	985			-01				34-555		
Postmark or Date	TOTAL Postage and Fees	Return Return	Restricted Delivery Fee	Special Delivery Fee	Certified Fee	Postage	IAÇOS TX	880	Sent to ORYX ENERGY COMPANY ALAN BEEF	RECEIPT FOR CERTIFIED MAIL NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (See Reverse)	

SENDER: Complete items 1 and 2 when additional 3 and 4. Put your address in the "RETURN TO" Space on the reverse from being returned to you. The return receipt fee will provide the date of delivery. For additional fees the following service: and check box(es) for additional servicels) requested. 1. XX Show to whom delivered, date, and addressee's ad (Extra charge)	side. Failure to do this will prevent this card you the name of the person delivered to and s are available. Consult postmaster for fees
3. Article Addressed to:	4. Article Number
ORYX ENERGY COMPANY	P 476 201 596
ATTENTION: ALAN BEERS	Type of Service:
P.O. BOX 2880	Registered Insured
DALLAS, TX 75221-2880	XX Certified COD Return Receipt for Merchandise
	Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee	8. Addressee's Address (ONLY if
X	requested and fee paid)
6. Signature - Agent	1
X Sens Notice	
7. Date of Delivery 0CT 07 1901	
PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-81	5 DOMESTIC RETURN RECEIPT
and the second s	



Oryx energy Company Attention: Alan Beers P.O. Box 2880 Dallas, TX 75221-2880

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Dear Mr. Beers:

Inasmuch as Pantera Energy Company has acquired a farmout from Dekalb Energy Company as to their interest in the south half of Section 22-18S-28E, Eddy County, New Mexico, please accept this as Pantera Energy Company's proposal to drill an 11,000 foot Morrow test at a location 660 feet from the south line and 1980 feet from the east line of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico. It is our intent to form a 320 acre unit consisting of the south half of the section. In connection with this proposal and your interest, we ask that you please select one of the following options:

- 1. Participate to the full extent of your interest by paying your share of Dry Hole Costs, which are estimated to be \$347,000.00; Completed Well Costs are estimated to be \$570,000.00. A copy of our AFE is enclosed.
- 2. Farmout your interest to Pantera Energy Company, reserving the difference between 25% and all lease burdens of record (including the usual 1/8 landowner royalty), thus delivering a 75% net revenue interest.

We would appreciate a response from you within thirty days from the date of receipt of this proposal.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

Juanita Hartman Landman

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and object box(es) for additional service(s) requested. 1. XX how to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)				
ORYX ENERGY COMPANY ATTENTION: ALAN BEERS P.O. BOX 2880 DALLAS, TX 75221-2880	4. Article Number P 476 201 554 Type of Service: Registered Insured COD Return Receipt for Merchandise Always obtain signature of addressee or agent and DATE DELIVERED.			
5. Signature – Addressee X 6. Signature Agent X 7. For Delivery SEP 10 1991	8. Addressee's Address (ONLY if requested and fee paid)			
PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-819	DOMESTIC RETURN RECEIP			

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent Vo.
Denor For INTERNATIONAL MAIL
(See Reverse)

Provided Fee Special Delivery Fee
Return Receipt showing to whom.
Date, and Address of Delivery
Date, and Address of Delivery
Postmark or Date

Postmark or Date

Postmark or Date

Remain Receipt showing to whom.
Formal Postmark or Date

Postmark or Date

Remain Receipt showing to whom.
Septimark or Date

Postmark or Date





June 24, 1991

Alan Beers
Oryx Energy Company
P.O. Box 2880
Dallas, TX 75221-2880

RE: Sections 21,22-18S-28E Eddy County, New Mexico

Dear Mr. Beers:

Please accept this letter as Pantera Energy Company's offer to purchase all of Oryx Energy Company's right, title and interest in the two referenced sections (below the base of the deepest producing formation) for \$20.00 per net acre.

If this, or something similar, is of interest to you, please let me know.

Any consideration you can give us in this regard will be appreciated.

Very truly yours,

ionita Hartman

Juanita Hartman

Landman

/jmh

200 ac Sec 21 75% NRI 40 ac Sec 22 75%

Oryx Energy Company 13155 Noel Road Dallas TX 75240-5067 PO Box 2880 Dallas TX 75221-2880 214 715 4000

Northern Region
Exploration Division

June 18, 1991

Pantera Energy Company 724 S. Polk Amarillo, Texas 79101

Attention: Juanita Hartman,

Landman

Re: Farmout Request

Sections 21 & 22, T18S-R28E Eddy County, New Mexico

Dear Ms. Hartman:

Thank you for the opportunity to evaluate your farmout proposal covering the above referenced acreage.

At this time, we are not interested in farming out this acreage. However, should you be interested in purchasing this acreage, we would entertain an offer.

If you have any questions, please call me at (214) 715-8390.

Sincerely,

ORYX ENERGY COMPANY

Alan Beers Landman, CPL





June 13, 1991

Oryx Energy Company P.O. Box 2880 Dallas, TX 75221-2880

Attention: Allen Beers

RE: TURKEY TRACT PROSPECT Sections 21,22-18S-28E Eddy County, New Mexico

Dear Mr. Beers:

Pantera Energy Company is interested in drilling to test the deep rights (Morrow) in the two referenced Inasmuch as these deep rights are held by sections. production by shallow wells in which you own an interest, Pantera Energy Company hereby requests a farmout from you as to said deep rights.

Our proposal is that, with production, Pantera would earn an assignment of all your interest in the spacing unit for our well as said interest covers those rights below the base of the deepest producing formation; in such assignment, you would reserve a three-sixteenths overriding royalty interest which would absorb and pay all burdens against the interest you assign to us--subject to proportionate reduction should you own less than a full leasehold interest.

Our proposal is subject to approval of title and a review of any gas contracts or other agreements which would affect the drilling of our well.

If the foregoing, or something similar, is of interest to you, please let us know.

This offer is valid for a period of thirty days from the date hereof.

Very truly yours,

Juanita Hartman Landman

806 / 376-6625

Quanita Hartman

Robert Bullock & Yates Petroleur

Turkey Tract Prospect

Nr. Yates - reluctont until find out

More about company. May not

invest in this well. May

farm out or go non-consent.

Will use the 30 days anyway.

DATE:	11-4	# PAGES_	5
TO:	Nuan	TA HAREMA	(INCL. COVER SHEET)
FROM:	Ros	Burock	
MESSAGE			

P.01/05



A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMEN'T - 1977

500% of that portion of the cost of newly acquired equipment in the well (to and including the well-head connections), which would have been chargeable to such Non-Consenting Party if it had particle-pated therein.

Gas production attributable to any Non-Consenting Party's relinquished interest upon such Party's election, shall be sold to its purchaser, if available, under the terms of its existing gas sales contract. Such Non-Consenting Party shall direct its purchaser to remit the proceeds receivable from such sale direct to the Consenting Parties until the amounts provided for in this Article are recovered from the Non-Consenting Party's relinquished interest. If such Non-Consenting Party has not contracted for sale of its gas at the time such gas is available for delivery, or has not made the election as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-Consenting Party's share of gas as hereinabove provided during the recoupment period.

During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, Crude oil excise taxes, severance, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling. deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of oil and gas produced during any month, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased. in determining when the interest of such Non-Consenting Party shall revert to it as above provided: and if there is a credit balance, it shall be paid to such Non-Consenting party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure, attached hereto.

Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the initial well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b) to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article VI.A.

C. Right to Take Production in Kind:

Each party electing to take in kind or separately dispose of its proportionate share of the production from the Contract Area shall keep accurate records of the volume, selling price, royalty and taxes relative to its share of production. Non-Operators shall upon request, furnish Operator with true and complete copies of the records required to be kept hereunder whenever, under the terms of this agreement or any agreement executed in connection herewith, it is necessary for Operator to obtain said information. Any information furnished to Operator hereunder shall be used by Operator only to the extent necessary to carry out its cuttas as Operator and shall otherwise be kept confidential.

Each terty shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced from the Southern Area, exclusive of production which may be used in development and recognite share of all oil and gas produced

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

1 St Option No. 2: In the event the well described in Article VIA, or any subsequent well drilled under any provision of this agreement, results in production of oil and/or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of 180 days from cessation of all production; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling or reworking a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil and/or gas from the Contract Area, this agreement shall terminate unless drilling or reworking operations are commenced within 120 days from the date of shandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

ARTICLE XIV. COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the committed acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

B. Governing Law:

The essential validity of this agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state where most of the land in the Contract Area is located shall govern.

ARTICLE XV. OTHER PROVISIONS

- A. Not included.
- B. Not included. C. Not included.

D. Notwithstanding any other provisions herein, if during the term of this agreement, a well is required to be drilled, despend, resorked, plugged back, sidetracked, or recompleted, or any other operation that may be required in order to (1) continue a lease or leases in force and effect, or (2) maintain a unitized area or any portion thereof in force and effect, or (3) earn or preserve an interest in and to oil and/or gas and other minerals which may be camed by a third party or which, failing in such operation, may revert to a third party, or, (4) comply with an order issued by a regulatory body having jurisdiction in the premises, failing in which certain rights would terminate, the following shall apply. Should less than all of the parties hereto elect to participate and pay their proportionate part of the costs to be incurred in such operation, those parties desiring to participate shall have the right to do so at their sole cost, risk, and expense. Promptly following the conclusion of such operation, each of those parties not participating agree to execute and deliver an appropriate assignment to the total interest of each non-participating party in and to the lease, leases, or rights which would have terminated or which otherwise may have been preserved by virtue of such operation, and in and to the lease, leases or rights within the balance of the drilling unit upon which the well was drilled, excepting, however, wells theretofore completed and capable of producing in paying quantities. Such assignment shall be delivered to the participating parties in the proportion that they have been expense attributable to the non-participating parties' interest. the participating parties in the non-participating parties interest.

E. No production, whether oil or gas, may be sold from the lease acreage, or lands pooled therewith, to any party's subsidiaries, affiliates, or associates, without each party's prior written consent. All production sold from the lease acreage, or lands pooled therewith, will be an arm's length trade with a third party purchaser. It is expressly agreed if prior written consent is given to a party selling to themselves, its subsidiaries, affiliates, or associates, the other parties to this agreement will have the option to also sell to said purchaser, at the same or better price. In the event any party hereto, makes an arm's length trade with a third party purchaser, the remaining parties will have the option to also sell at the same or higher price.

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A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1977

treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment direct from the purchaser thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others at any time and from time to time, for the account of the non-taking party at the best price obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's share of gas production without first giving such other party thirty (30) days notice of such intended sale.

In the event any party hereto is not at any time taking or marketing its share of gas production and Operator is either (i) unwilling to purchase or sell or (ii) unable to obtain the prior written consent to purchase or sell such party's share of gas production, or in the event any party has contracted to sell its share of gas produced from the Contract Area to a purchaser which does not at any time while this agreement is in effect take the full share of gas attributable to the interest of such party, then in any such event the terms and conditions of the Gas Balancing Agraement attached hereto as Exhibit "E" and incorporated herein shall automatically become effective.

D. Access to Contract Area and Information:

Each party shall have access to the Contract Area at all reasonable times, at its sole risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non-Operator that requests the information.

E. Abandonment of Wells:

- Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2.. any well which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling of such well. Any party who objects to the plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and/or gas subject to the provisions of Article VI.B.
- 2. Abandonment of Wells that have Produced: Except for any well which has been drilled or reworked pursuant to Article VI.B.2. hereof for which the Consenting Parties have not been fully reimbursed as therein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of such well, all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one year and so long thereafter as oil and, or gas is produced from the interval or inter-

place and the denominator of which is the total percentage interest in such proration unit of all parties with gas in place currently taking or delivering to a purchaser.

- 5. Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its purchaser its full share of the allowable gas production to meet the deliverability tests required by its purchaser, provided that said test should be reasonable in length, normally not to exceed 72 hours.
- If a proration unit ceases to produce gas and/or liquid hydrocarbons in paying quantities before the gas account is balanced, settlement will be made between the underproduced and overproduced parties. In making such settlement, the underproduced party or parties will be paid a sum of money by the overproduced party or parties attributable to the overproduction which said overproduced party received, less applicable taxes theretofore paid, at the applicable price defined below for the delivery of a volume of gas equal to that for which settlement is made. For gas, the price of which is not regulated by federal, state or other governmental agencies, the price basis shall be the price received for the sale of the gas. For gas, the price of which is subject to regulation by federal, state or other governmental authorities, the price basis shall be the rate collected, from time to time, which is not subject to possible refund, as provided by the Federal Energy Regulatory Commission or any other governmental authority, pursuant to final order or settlement applicable to the gas sold from such well, plus any additional collected amount which is not ultimately required to be refunded by such authority, such additional collected amount to be accounted for at such time as final determination is made with respect hereto.
- 7. Notwithstanding the provisions of £6, it is expressly agreed that any underproduced party shall have the optional right, with respect to each proration unit, to receive a cash settlement bringing such underproduced party's gas account into balance at any time and from time to time prior to the final settlement, by first giving each overproduced party 90 days' written notice of demand for cash settlement. If such option is so exercised, settlement shall be made (as of 7:00 o'clock A.M. on the first day of the calendar month following the date of such written demands) within 90 days following the actual receipt of such written demands by the overproduced parties, in the same manner provided for in £6. The option provided for in this paragraph may be exercised, from time to time, but only one time in each calendar year.
- 8. Nothing herein shall change or affect each party's obligation to pay its proportionate share of all costs and liabilities incurred, as its share thereof is set forth in the Operating Agreement.
- 9. This agreement shall constitute a separate agreement as to each proration unit approved by the applicable regulatory authority for a pool within the Contract Area, but such proration unit shall not include any producing horizon which is not within the vertical limits of said pool. This agreement shall remain in force and effect so long as the Operating Agreement to which it is attached remains in effect, and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, legal representatives and assigns.





fax

TO: ROB BULLOCK

FROM: JUANITA HARTMAN

NOVEMBER 4, 1991

9:00 A.M.

RE: TURKEY TRACK

S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

TO FOLLOW:

GAS BALANCING AGREEMENT EXHIBIT "A"

AFE





October 30, 1991

Yates Petroleum Corporation Yates Building 105 South Fourth Artesia, NM 88210

Attention: Rob Bullock

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Dear Mr. Bullock:

As requested, please find enclosed Pantera Energy Company's Operating Agreement and AFE for the drilling of the above referenced well which was previously proposed to Yates.

If it is your desire to participate with Pantera in the drilling of the well, please execute and return the duplicate AFE and signature page to the Operating Agreement.

Our Geologist, Don Cameron, put in a telephone call to your geologist after we spoke by telephone this morning.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

canito Xartman

Juanita Hartman

Landman

/jmh

encl.





October 30, 1991

Yates Petroleum Corporation Yates Building 105 South Fourth Artesia, NM 88210

Attention: Rob Bullock

RE: <u>TURKEY TRACK PROSPECT</u> S/2 SECTION 22-18S-28E

EDDY COUNTY, NEW MEXICO

canita Xartman

Dear Mr. Bullock:

As requested, please find enclosed Pantera Energy Company's Operating Agreement and AFE for the drilling of the above referenced well which was previously proposed to Yates.

If it is your desire to participate with Pantera in the drilling of the well, please execute and return the duplicate AFE and signature page to the Operating Agreement.

Our Geologist, Don Cameron, put in a telephone call to your geologist after we spoke by telephone this morning.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.





October 23, 1991

Yates Petroleum Corporation Yates Building 105 South Fourth Artesia, NM 88210

Attention: Rob Bullock

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Gentlemen:

At your request, please find enclosed a copy of the form of Operating Agreement under which Pantera Energy Company would likely drill the referenced well. Also enclosed are copies of a letter from our bank and a financial statement--both of which we had forwarded to Chevron upon their request.

Feel free to call if you have any questions or need any further information.

Very truly yours,

Juanita Hartman

Landman

/jmh enclosures



GREGG JORDAN VICE PRESIDENT

October 4, 1991

Chevron Corporation Midland, Texas

Re: Pantera Energy Company

Gentlemen:

The above reference has been a customer of Amarillo National Bank since July, 1985. Their relationship with our bank includes several checking accounts and commercial loans. All transactions have been handled in a most satisfactory manner.

Pantera Energy Company is a valued customer of our bank and is held in highest regard by us. If you have any questions or need further detailed information, please feel free to contact me at 806 378-8187.

Sincerely

J. Gregg Jordan Vice President

JGJ:1k

PANTERA ENERGY COMPANY BALANCE SHEET

UNAUDITED AS OF DECEMBER 31, 1990

ASSETS

_	_	_	_	_	-

CASH-ALL ACCOUNTS	\$	606,039.75
A/R - INVESTORS		109,064.37
OFFICE FURNITURE, FIXTURES		111,791.04
PROSPECT COSTS		35,084.02
PRODUCING LEASE ACREAGE		186,234.65
PRODUCING LEASE EQUIPMENT		173,528.12
GAS GATHERING EQUIPMENT		3,016.38
ACCUMULATED DEPRECIATION	(197,790.45)
ACCUMULATED DEPLETION	(28,704.98)
DEPOSITS		6,215.20
ORGANIZATION COSTS		675.00
LESS:ACCUM AMORTORGAN COST	(675.00)

TOTAL ASSETS

\$ 1.004.478.10

217.780.58

LIABILITIES AND PARTNERS' CAPITAL

TOTAL PARTNERS' CAPITAL

***************************************		•
CURRENT LIABILITIES	•	
ACCOUNTS PAYABLE.	\$	100,197.03
INVESTOR FUNDS-MGMT FEES	•	15,876.94
PRE-PAID DRY HOLE COSTS		355,122.44
REVENUE DISTRIBUTION PAYABLE		40.981.42
SHORT TERM NOTES PAYABLE		1.00
REVENUE ACCRUAL		21,761.96
PURCHASER OVERPAYMENTS		82,140.90
FORCE POOLED BONUS PAYABLE		4,442.19
DUNN SUSPENSE		2,671.44
TEFFT JIB SUSPENSE		1,927.49
GAS IMBALANCE		161,574.71
TOTAL CURRENT LIABILITIES		786,697.52
TOTAL LIABILITIES		786,697.52
CAPITAL-HERRICK		192.917.96
CAPITAL-ELLIS	(114,528.44)
NET INCOME (LOSS)	•	139,391.06

PANTERA ENERGY COMPANY BALANCE SHEET

UNAUDITED AS OF DECEMBER 31, 1990

TOTAL LIABILITIES AND PARTNERS' CAPITAL

\$ 1,004.478.10

PANTERA ENERGY COMPANY INCOME STATEMENT

UNAUDITED FOR PERIOD ENDED DECEMBER 31, 1990

OTHER INCOME ADMINISTRATIVE FEES	\$	16,855.24 137,165.79		
MANAGEMENT FEES		44,913.67		
INTEREST INCOME		28,919.69		
EXPENSE REIMBURSEMENTS		9,896.94		
WI INCOME-GAS		306,363.81		
WI INCOME-OIL		17,837.25		
ORRI-GAS/OIL		12.032.69		
SALE OF ASSETS		6.645.00		
DRILLING WELL RATE		29,697.27		
PRODUCING WELL RATE		114,836.11		
• •		-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
TOTAL INCOME			\$	725,163.46
PRODUCTION TAXES	\$	22,751.38		
TOTAL COST OF SALES.			\$	22,751.38
" .	• •			
GROSS PROFIT	_		\$	702,412.08
	-		•	
OPERATING EXPENSES	•			
LEASE OPERATING EXPENSE	\$	95,613.56		
INTANGIBLE DRILLING COSTS	•	57,634.35		
DRY HOLE COSTS		31,345.12		
		·		
TOTAL OPERATING EXPENSES		184,593.03	_	•
ADMINISTRATIVE EXPENSES			-	
PETROLEUM REPORTS		7,566.18		
TELEPHONE		10,024.32		
RENT		18,569.50		
TRAVEL & ENTERTAINMENT		5,321.85		
OFFICE SUPPLIES		12,188.91		
POSTAGE		5,970.12		
ACCOUNTING		3,975.56		
LEGAL	مد	320.00		
BANK CHARGES		8.71		
DEPRECIATION EXPENSE-F&F		8,004.60		
DEPRECIATION EXPENSE L&W		21,293.76		
ABANDONED PROSPECTS		7,798.40		
INTEREST EXPENSE		10.304.88		
BLUEPRINTS		673.99		
CONTRACT LABOR		12,467.13		
SALARIES		233,814.00		
INSURANCE		9 191 15		

PANTERA ENERGY COMPANY INCOME STATEMENT

UNAUDITED FOR PERIOD ENDED DECEMBER 31, 1990

TOTAL	ADMINISTRATIVE EXPENSES		378,427.99		
	TOTAL EXPENSES			 \$	563,021.02
	·	• ,	 -	· 	
	NET INCOME (LOSS)		*	\$	139,391.06





October 4, 1991

YATES PETROLEUM CORPORATION ATTENTION: ROB BULLOCK YATES BUILDING 105 SOUTH FOURTH ARTESIA, NM 88210

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1 ★★ Show to whom delivered, date, and addressee' address.

2. □ Restricted Delivery (Extra charge) 3. Article Addressed to:
YATES PETROLEUM CORPORATION
ATTENTION: ROB BULLOCK 4. Article Number P 476 201 595 Type of Service:

Regist red Insured

COD Return Receipt for Merchandise YATES BUILDING 105 SOUTH FOURTH ARTESIA, NM 88210 Always obtain signature of addressee or agent and DATE DELIVERED. 5. Signature - Addressee 8. Addressee's Address (ONLY if requested and fee paid) 6.-5 pnature - Agant 7. Date of Delivery PS Form 3811, Apr. 1989 **DOMESTIC RETURN RECEIPT** *U,S,G.P.O. 1989-238-815

			CK										
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September 6, 1991



Yates Petroleum Corporation Attention: Rob Bullock Yates Building 105 South Fourth Artesia, NM 88210

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Dear Mr. Bullock:

Inasmuch as Pantera Energy Company has acquired a farmout from Dekalb Energy Company as to their interest in the south half of Section 22-18S-28E, Eddy County, New Mexico, please accept this as Pantera Energy Company's proposal to drill an 11,000 foot Morrow test at a location 660 feet from the south line and 1980 feet from the east line of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico. It is our intent to form a 320 acre unit consisting of the south half of the section. In connection with this proposal and your interest, we ask that you please select one of the following options:

- 1. Participate to the full extent of your interest by paying your share of Dry Hole Costs, which are estimated to be \$347,000.00; Completed Well Costs are estimated to be \$570,000.00. A copy of our AFE is enclosed.
- 2. Farmout your interest to Pantera Energy Company, reserving the difference between 25% and all lease burdens of record (including the usual 1/8 landowner royalty), thus delivering a 75% net revenue interest.

We would appreciate a response from you within thirty days from the date of receipt of this proposal.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

Juanita Hartman Landman

Portyour address in the "RETURN TO" Space on the reverse from being returned to you. The return receipt fee will provide the date of delivery. For additional fees the following service and check boxles) for additional service(s) requested.	you the name of the person delivered to and are available. Consult postmaster for fees
TXXX Show to whom delivered, date, and addressee's ac (Extra charge)	(Extra charge)
3. Article Addressed to: YATES PETROLEUM CORPORATION ATTENTION: ROB BULLOCK	4. Article Number P476 201 553 Type of Service:
YATES BUILDING, 105 SOUTH FOUR ARTESÍA, NM 88210	Registered Insured COD Express Mail Return Receipt for Merchandise
	Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
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		222-452-6891 .O.q.£		1º-	, o] "	14.2	9861		, 0085 r	PS Form





July 11, 1991

Yates Petroleum Corporation Yates Building 105 South Fourth Artesia, NM 88210

Attention: Rob Bullock

RE: Turkey Tract Prospect

> Sections 21,22-18S-28E Eddy County, New Mexico

Dear Mr. Bullock:

This letter is being written in follow-up of my letter of June 13, 1991 as addressed to Kathy Porter. My intention is to clarify what Pantera hopes to do -- which should also show how it could be to Yates' best interest to farmout to us.

As this land is on 320 acre spacing for the Morrow formation, we realize how unlikely it would be for Yates to farmout both sections. Therefore, we were wondering if you would consider farming out one 320 acre unit in section 22 (the south half) with an option on one 320 acre unit in section 21 (the east Half). This would not only shift the responsibility of risk to Pantera Energy, but could also prove up Yates' interest in the two remaining units.

Any consideration you can give us will be appreciated and I look forward to hearing from you soon.

Very truly yours,

Juanita Hartman

Landman

/jmh





June 13, 1991

Yates Petroleum Corporation Yates Building 105 South 4th Artesia, NM 88210

Attention: Kathy Porter

RE: TURKE

TURKEY TRACT PROSPECT
Sections 21,22-18S-28E
Eddy County, New Mexico

Dear Ms. Porter:

Pantera Energy Company is interested in drilling to test the deep rights (Morrow) in the two referenced sections. Inasmuch as these deep rights are held by production by shallow wells in which you own an interest, Pantera Energy Company hereby requests a farmout from you as to said deep rights.

Our proposal is that, with production, Pantera would earn an assignment of all your interest in the spacing unit for our well as said interest covers those rights below the base of the deepest producing formation; in such assignment, you would reserve a three-sixteenths overriding royalty interest which would absorb and pay all burdens against the interest you assign to us--subject to proportionate reduction should you own less than a full leasehold interest.

Our proposal is subject to approval of title and a review of any gas contracts or other agreements which would affect the drilling of our well.

If the foregoing, or something similar, is of interest to you, please let us know.

This offer is valid for a period of thirty days from the date hereof.

Very truly yours,

Juanita Hartman

Landman

/jmh





October 4, 1991

MARATHON OIL COMPANY ATTENTION: RANDAL WILSON P.O. BOX 552 MIDLAND, TX 79702

> CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROMED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

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Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this car from being returned to you. The return receipt fee will provide you the name of the person delivered to an the date of delivery. For additional fees the following services are available. Consult postmaster for fee and check box(es) for additional service(s) requested. 1 XX Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)						
3. Article Addressed to:	4. Article Number					
MARATHON OIL COMPANY	ў —					
ATTENTION: RANDAL WILSON	Type of Service:					
P.O. BOX 552	Registern d					
MIDLAND, TX 79702	COD COD					
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	or agent and DATE DELIVERED.					
5. Signature - Addressee	8. Addressee's Address (ONLY if					
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Agmmn Edutied						
7. Date of Delivery						
OCT - 8 1991						

September 6, 1991



Marathon Oil Company P.O. Box 552 Midland, TX 79702

Attention: Randal P. Wilson

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Dear Mr. Wilson:

Inasmuch as Pantera Energy Company has acquired a farmout from Dekalb Energy Company as to their interest in the south half of Section 22-18S-28E, Eddy County, New Mexico, please accept this as Pantera Energy Company's proposal to drill an 11,000 foot Morrow test at a location 660 feet from the south line and 1980 feet from the east line of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico. It is our intent to form a 320 acre unit consisting of the south half of the section. In connection with this proposal and your interest, we ask that you please select one of the following options:

- 1. Participate to the full extent of your interest by paying your share of Dry Hole Costs, which are estimated to be \$347,000.00; Completed Well Costs are estimated to be \$570,000.00. A copy of our AFE is enclosed.
- Farmout your interest to Pantera Energy Company, reserving the difference between 25% and all lease burdens of record (including the usual 1/8 landowner royalty), thus delivering a 75% net revenue interest.

We would appreciate a response from you within thirty days from the date of receipt of this proposal.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

Juanita Hartman Landman

PS Form 3800	, June		, ,		1				. 1989-2		5 1	
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3 and 4. Put your address in the "RETURN TO" Space on the reverse sfrom being returned to you. The return receipt fee will provide the date of delivery. For additional fees the following services and check box(es) for additional service(s) requested. 1X XXXShow to whom delivered, date, and addressee's additional the control of the c	side. Failure to do this will prevent this card you the name of the person delivered to and are available. Consult postmaster for fees
3. Article Addressed to:	4. Article Number P 476 201 559
MARATHON OIL COMPANY ATTENTION: RANDAL WILSON P.O. BOX 552 MIDLAND, TX 79702	Type of Service: Registered Insured COD Express Mail Return Receipt for Merchandise
	Always betain signature of addressee or agent and DATE DELIVERED.
5. Signature – Addressee X 6. Signature – Agent X Amma all agent te of Delivery SEP 10 1991	8. Addressee's Address (ONLY if Requested and fee paid)



P.O. Box 552 Midland, Texas 79702 Telephone 915/682-1626

July 31, 1991

Pantera Energy Company 724 S. Polk Amarillo, Texas 79101

Attention: Ms. Juanita Hartman

Re: Our Lease NM-901 - State Lease B-8196

NM-4043 - State Lease 657-368 NM-4046 - State Lease E-1288-2

NM-4157 - Hondo Oil & Gas Operating Agreement

NM-4111 - State Lease E-1821

E/2 Section 21, S/2 Section 22,

T-18-S, R-28-E, N.M.P.M., Eddy County, New Mexico

Dear Ms. Hartman:

Marathon Oil Company is in receipt of your letter dated July 11, 1991, in which you request a farmout of the referenced acreage for the purpose of drilling a Morrow test. Your request has been reviewed; however, it has been decided to not grant a farmout covering the referenced property at this time.

Very truly yours,

MARATHON OIL COMPANY

Teld Id-

Randal P. Wilson, CPL

Landman

RPW; mmc'





July 11, 1991

Marathon Oil Company P.O. Box 552 Midland, TX 79702

Attention: Randal P. Wilson

RE: Turkey Tract Prospect Sections 21,22-185-28E Eddy County, New Mexico

Dear Mr. Wilson:

I am in receipt of your letter of July 3, 1991 in which you advised of Marathon's decision not to farmout the referenced acreage as we had requested. This letter is being written to clarify Pantera's intentions -- which should also show how it could be to Marathon's best interest to farmout to us.

As this land is on 320 acre spacing for the Morrow formation, we realize how unlikely it would be for Marathon to farmout both sections. Therefore, we were wondering if you would consider farming out one 320 acre unit in section 22 (the south half) with an option on one 320 acre unit in section 21 (the east Half). This would not only shift the responsibility of risk to Pantera Energy, but could also prove up Marathon's interest in the two remaining units.

Any re-consideration you can give us will be appreciated and I look forward to hearing from you soon.

Very truly yours,

Juanita Hartman

Landman

/jmh

MEMO

July 9, 1991

TO:

Don Cameron Scott Herrick

FROM:

Juanita Hartman

RE: Turkey Tract Prospect

Sections 21,22-18S-28E

Eddy Co., NM

Marathon and Exxon have both turned us down for farmouts on the referenced--both saying they are simply "Shut Down until the end of the year" as far as any Morrow farmout requests are concerned. Both say their companies are doing studies on same.

The landman at Marathon \underline{did} say we might try a \$ offer -- although there are no guarantees on that, either.

I'm still working on the other six companies. If we can just get one, forced-pooling looks like the way we might have to go.

Trace Sibley mar marked marked rike Rudings



P.O. Box 552 Midland, Texas 79702 Telephone 915/682-1626

July 3, 1991

Pantera Energy Company 724 S. Polk Amarillo, Texas 79101

Attention: Ms. Juanita Hartman

Re: Our Lease NM-901, 4043, 4046, 4157, and 4111

Section 21, Section 22

T-18-S, R-28-E

Eddy County, New Mexico

Dear Ms. Hartman,

Marathon Oil Company is in receipt of your letter dated June 13, 1991, in which you request a farmout of the referenced acreage for the purpose of drilling a Morrow test. After careful consideration, it has been decided to not farmout this acreage at the present time.

Very truly yours,

MARATHON OIL COMPANY

Randal P. Wilson, CPL

Landman

RPW;dlo

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Appropriate to support the support the support to the support the support to the su





June 13, 1991

Marathon Oil Company P.O. Box 552 Midland, TX 79702

Attention: Joe Rusnak

RE: TURKEY TRACT PROSPECT

Sections 21,22-18S-28E Eddy County, New Mexico

Dear Mr. Rusnak:

Pantera Energy Company is interested in drilling to test the deep rights (Morrow) in the two referenced sections. Inasmuch as these deep rights are held by production by shallow wells in which you own an interest, Pantera Energy Company hereby requests a farmout from you as to said deep rights.

Our proposal is that, with production, Pantera would earn an assignment of all your interest in the spacing unit for our well as said interest covers those rights below the base of the deepest producing formation; in such assignment, you would reserve a three-sixteenths overriding royalty interest which would absorb and pay all burdens against the interest you assign to us--subject to proportionate reduction should you own less than a full leasehold interest.

Our proposal is subject to approval of title and a review of any gas contracts or other agreements which would affect the drilling of our well.

If the foregoing, or something similar, is of interest to you, please let us know.

This offer is valid for a period of thirty days from the date hereof.

Very truly yours,

Juanita Hartman

Landman

/jmh





October 4, 1991

EXXON COMPANY, U.S.A. ATTENTION: JOE THOMAS P.O. BOX 1600 MIDLAND, TX 79702-1600

> CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT

S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

SHARRATION: JOE THOMAS EXXON COMPANY USA RECEIPT FOR CERTIFIED MAH.
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse) P 476 201 594 S w P.O. BOX 1600 Return Receipt showing to whom. Date, and Address of Delivery Return Receipt showing to whom and Date Delivered TOTAL Postage and Fees Restricted Delivery Fee Special Delivery Fee Postmark or Date Certified Fee Postage Sent to . U.S.G.P.O. 1989-234-555 PS₁ ™ 3800, June 1985

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested. 1x xx Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)						
3. Article Addressed to: EXXON COMPANY USA	4. Article Number P 476 201 594					
P.O. BOX 1600 MIDLAND, TX 79702-1600	Type of Service: Registered Insured Certified COD Express Mail Return Receipt for Merchandise					
	Always obtain signature of addressee or agent and DATE DELIVERED.					
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)					
6. Signature Agent X Agent 7. Date of Delivery OCT - 8 1991	/					

EXON COMPANY, U.S.A.

POST OFFICE BOX 1600 • MIDLAND, TEXAS 79702-1600

PRODUCTION DEPARTMENT SOUTHWESTERN DIVISION

September 12, 1991

Request No. CAS-1002170 S/2 Section 22-18S-28E Eddy County, New Mexico

Ms. Juanita Hartman Pantera Energy Company Fisk Building 724 S. Polk Amarillo, Texas 79101

Dear Ms. Hartman:

Your request for farmout dated September 6 has been assigned the number CAS-1002170 which you should caption in any future correspondence.

When we receive recommendation from management, Mr. Joe B. Thomas will be contacting you with their decision.

Sincerely,

Kathryn A. Neeper

Land Group

/kn

September 6, 1991

contified

Exxon Company, U.S.A. Attention: Joe Thomas P.O. Box 1600 Midland, TX 79702-1600

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-18S-28E
EDDY COUNTY, NEW MEXICO

Dear Mr. Thomas:

Inasmuch as Pantera Energy Company has acquired a farmout from Dekalb Energy Company as to their interest in the south half of Section 22-185-28E, Eddy County, New Mexico, please accept this as Pantera Energy Company's proposal to drill an 11,000 foot Morrow test at a location 660 feet from the south line and 1980 feet from the east line of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico. It is our intent to form a 320 acre unit consisting of the south half of the section. In connection with this proposal and your interest, we ask that you please select one of the following options:

- 1. Participate to the full extent of your interest by paying your share of Dry Hole Costs, which are estimated to be \$347,000.00; Completed Well Costs are estimated to be \$570,000.00. A copy of our AFE is enclosed.
- Farmout your interest to Pantera Energy Company, reserving the difference between 25% and all lease burdens of record (including the usual 1/8 landowner royalty), thus delivering a 75% net revenue interest.

We would appreciate a response from you within thirty days from the date of receipt of this proposal.

Your consideration in this regard is appreciated. Feel free to call if you have any questions.

Very truly yours,

Juanita Hartman Landman RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED

NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to

EXXON COMPANY, USA

RETIFIED MAIL

(See Reverse)

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4. Article Number P4,76 201 557	AS	EXXON COMPANY U
te. Failure to do this will prevent this card but the name of the person delivered to and sees. 2. Restricted Delivery (Extra charge)	V TO" Space on the reverse signification of the following services at fees the following services as service(s) requested.	from being returned to you. The rate date of delivery. For additional and check box(es) for additional to XXSpow to whom delivere.

MEMO

July 9, 1991

TO:

Don Cameron Scott Herrick

FROM:

Juanita Hartman

RE: Turkey Tract Prospect

Sections 21,22-18S-28E

Eddy Co., NM

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Marathon and Exxon have both turned us down for farmouts on the referenced--both saying they are simply "Shut Down until the end of the year" as far as any Morrow farmout requests are concerned. Both say their companies are doing studies on same.

The landman at Marathon <u>did</u> say we might try a \$ offer -- although there are no guarantees on that, either.

I'm still working on the other six companies. If we can just get one, forced-pooling looks like the way we might have to go.

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EXON COMPANY, U.S.A.

POST OFFICE BOX 1600 • MIDLAND, TEXAS 79702-1600

PRODUCTION DEPARTMENT SOUTHWESTERN DIVISION

July 1, 1991

Request No. 1001175 Section 22-185-28E Eddy County, New Mexico

Ms. Jaunita Hartman Pantera Energy Company Fisk Building 724 S. Polk Amarillo, Texas 79101

Dear Ms. Hartman:

Exxon respectfully declines your request for the proposed farmout set forth in your letter dated June 17.

We appreciate your request and hope the future will hold some mutually beneficial opportunities.

Yours very truly,

Joe B. Thomas Land Group

915/688-7162

JBT:kn

collection of and and on the submit





June 17, 1991

Exxon Company, U.S.A. P.O. Box 1600 Midland, TX 79702-1600

Attention: Joe Thomas

RE: TURKEY TRACT PROSPECT
Section 22-18S-28E
Eddy County, New Mexico

Dear Mr. Thomas:

Pantera Energy Company is interested in drilling to test the deep rights (Morrow) in the two referenced sections. Inasmuch as these deep rights are held by production by shallow wells in which you own an interest, Pantera Energy Company hereby requests a farmout from you as to said deep rights.

Our proposal is that, with production, Pantera would earn an assignment of all your interest in the spacing unit for our well as said interest covers those rights below the base of the deepest producing formation; in such assignment, you would reserve a three-sixteenths overriding royalty interest which would absorb and pay all burdens against the interest you assign to us--subject to proportionate reduction should you own less than a full leasehold interest.

Our proposal is subject to approval of title and a review of any gas contracts or other agreements which would affect the drilling of our well.

If the foregoing, or something similar, is of interest to you, please let us know.

This offer is valid for a period of thirty days from the date hereof.

Very truly yours,

Juanita Hartman

Landman

/jmh

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PANTERA ENERGY COMPANY AUTHORIZATION FOR EXPENDITURE FILE:

	TURE			
AFE NO:	F	ILE:	Turk22	
WELL NAME: TURKEY TRACK #1-22	E	ST TOTAL DEPTH:	11,000 FT.	
PROSPECT: TURKEY TRACK	F	ORMATION:	MORROW	
LOCATION: \$/2 SEC 22-185-28E, EDDY CO., NM.	D	ATE:	9-5-91	
WELL COST - INTANGIBLE		DRILLING	COMPLETION	TOTAL
Location & Damages.	5	20,000	5,000	25,000
FOOTAGE/TURNKEY/NIRU.	€	176,000	0	176,000
CONTRACT DRLG DAYWORK.	7	23,000	ő	23,000
CEMENTING & SERVICES.	8	16,000	7,000	23,000
DRILLSTEM TEST & CORING.	9	5,000	0	5,000
LOGGING.	10	14,000	0	
GEOLIGICAL.	11	0	0	14,000 0
MUD MATERIALS.	12		0	•
TRUCKING & LABOR.		29,000	•	29,000
SUPERVISION.	13	1,000	8,000 5,000	9,000
	14	5,000	5,000	10,000
BITS & EQUIPMENT RENTAL	15	2,000	6,000	8,000
FUEL & WATER	16	0	1,000	1,000
COMBINED FIXED RATE	17	7,000	2,000	9,000
PLUGGING & ABANDONNENT.	18	0	0	0
WELL SURVEYS/TEST SERVICES	19	0	1,000	1,000
COMPLETION UNIT.	50	0	15,000	15,000
CENTRALIZERS & SCRATCHERS	21	0	2,000	2,000
PERFORATING/LOGGING	55	0	14,000	14,000
FRAC/ACID	23	0	25,000	25,000
INSURANCE	24	8,000	0	8,000
OTHER	25	4,000	2,000	6,000
TOTAL INTANGIBLE COSTS		310,000	93,000	403,000
WELL COST - TANGIBLE		•		
CASING-CONDUCTOR FT # @ \$ PER FT	27			0
CASING-SURFACE	28	8,000	0	8,000
CASING-INTERMEDIATE 2800 FT 8 5/8 * @ \$8.44 PER FT	59	24,000	0	24,000
LINER-DRILLING FT " @ \$ PER FT	30	0	Ö	0
CASING-PRODUCTION11000 FT 4 1/2 " @ \$5.10 PER FT	31	Õ	56,000	56,000
LINER-PRODUCTION FT " @ \$ PER FT	32	0	0	0
TUBING 11000 FT 2 3/8 " @ \$2.85 PER FT	33	0	32,000	32,000
WELL HEAD.	34	5,000	15,000	20,000
OTHER SUBSURFACE EQUIPMENT.	35	Ö	4,000	4,000
TANKS	36	0	5,000	5,000
SEPARATORS & HEATERS	37	0	8,000	8,000
FLOW LINES	38	0	-, 0	0
RODS	39	0	0	0
PUMP UNIT & ENGINE	40	0	Ö	0
INSTALLATION COSTS.	41	0	4,000	4,000
NON-CONTROLLABLE EQUIP	42	ō	6,000	6,000
TOTAL TANGIBLE COSTS	-	37,000	130,000	167,000
TOTAL COSTS		347,000	223,000	570,000
		UT14 VVV	LLU: VVV	310.000

PANTERA ENERGY COMPANY AUTHORIZATION FOR EXPENDITURE

AFE NO:	FILE:	Turk22
WELL NAME: TURKEY TRACK #1-22	EST TOTAL DEPTH:	11,000 FT.
PROSPECT: TURKEY TRACK	FORMATION:	MORROW
LOCATION: E/2 SEC 22-18S-28E, EDDY CO., NM.	DATE:	9-5-91
APPROVALS:		
PANTERA ENERGY COMPANY		
WORKING INTERESTX BY	DATE	

NON-OPERATOR





October 4, 1991

ARCO OIL AND GAS COMPANY
ATTENTION: PADRICK PICKNEY
P.O. BOX 1610
MIDLAND, TX 79702

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT
S/2 SECTION 22-185-28E
EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

SENDER: Complete items 1 and 2 when additional 3 and 4. Put your address in the "RETURN TO" Space on the reverse from being returned to you. The return receipt fee will provide the date of delivery. For additional fees the following service: and check box(es) for additional service(s) requested. 1.XXXShow to whom delivered, date, and addressee's ad (Extra charge)	side. Failure to do this will prevent this card you the name of the person delivered to and s are available. Consult postmaster for fees
3. Article Addressed to: ARCO OIL AND GAS COMPANY	4. Article Number P476 201 593
PATTENTION: PADRICK PICKNEY P.O. BOX 1610 MIDLAND, TX 79702	Type of Service: Registered Insured XXCettified COD Express Mail Return Receipt for Merchandise Always obtain signature of addressee
	or agent and DATE DELIVERED.
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature – Agent X. X. Almus Louis (A. 7. Dete of Delivery	
PS. Form 3811, Apr. 1907 8 1000 G.P.O. 1989-238-81	DOMESTIC RETURN RECEIPT

STICK POSTAGE STAMPS TO ARTICLE TO COVER FIRST CLASS POSTAGE, CERTIFIED MAIL FEE, AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES. (see fronty)

- If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached and present the article at a post office service window or hand it to your rural carnyr.

 In the receipt postmarked, stick the gummed stub to the right of the return address leaving (no extra charge).
- 2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach and retain the receipt, and mail the article.
- 3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article, Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
- 4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
- 5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.



*** ***

October 4, 1991

ORYX ENERGY COMPANY
ATTENTION: ALAN BEERS
P.O. BOX 2880
DALLAS, TX 75221-2880

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

PS Form 3800,			-T	10)	ন	71			34-555 Se	23		
Posimark or Date	S	Return Receipt showing to whom and Date Delivered	Restricted Delivery Fee	Special Delivery Fee	Certified Fee	ostage	ALIAÇOS TX	880	Sent to ORYX ENERGY COMPANY	RECEIPT FOR CERTIFIED MAIL NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (See Reverse)	p 476 201 596	

SENDER: Complete items 1 and 2 when additional a 3 and 4. Put your address in the "RETURN TO" Space on the reverse from being returned to you. The return receipt fee will provide the date of delivery. For additional fees the following services and check box(es) for additional service(s) requested. 1. XX Show to whom delivered, date, and addressee's additional fees the following services and check box(es) for additional service(s) requested.	side. Failure to do this will prevent this card you the name of the person delivered to and sare available. Consult postmaster for fees
3. Article Addressed to: ORYX ENERGY COMPANY ATTENTION: ALAN BEERS P.O. BOX 2880 DALLAS, TX 75221-2880	4. Article Number P 476 201 596 Type of Service: Registered Insured COD Express Mail P Return Receipt for Merchandise Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature — Addressee X 6. Signature — Agent X 2. No. 1. Date of Delivery 7. Date of Delivery 7. Date of Delivery	8. Addressee's Address (ONL) if requested and fee paid)



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October 4, 1991

YATES PETROLEUM CORPORATION ATTENTION: ROB BULLOCK YATES BUILDING 105 SOUTH FOURTH ARTESIA, NM 88210

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

Failure to do this will prevent this card he name of the person delivered to and available. Consult postmaster for fees 2. Restricted Delivery (Extra charge)
Article Number
P 476 201 595 De of Service: Registred COD Express Mall COD Express Mall Gor Merchandise vaya obtain signature of addressee agent and DATE DELIVERED.
Addressee's Address (ONLY if requested and fee paid)
- V

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE ABOVIDED

NOT FOR INTERNAL MAIL

SENT TO SER REVERSE)

SET TO THE SET SET ROB BULLICCK

VATES BUILDING

P.O. 656 SCHTFFFCURTH

Postage TESTA, NM 88210

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Restric

1. U.S.G.P.O. 1989-234-555

PS Form 3800, June 1985





October 4, 1991

MARATHON OIL COMPANY ATTENTION: RANDAL WILSON P.O. BOX 552 MIDLAND, TX 79702

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

P 476 201 597
RECEIPT FOR CERTIFIED MAIL
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E PROVI IAL MAI 80)	CO	WI	79						om.		İ	'n
NO INSURANCE COVERAGE PROMISED NOT FOR INTERNATIONAL MAIL (See Reverse)	OIL	NDAL 552	- X -		·		Fee	ing elivered	ing to what Delivery	and Fees		
INSURANC NOT FOR II	HON	POX	SAD'F		6)	very Fee		opt show	eipt show	Postage and	r Date	
)) 	SKARATHON	SAUTA NO. RANDAL P.O. BOX 552	. 1	Postage	Certified Fee	Special Delivery Fee	Restricted Delivery	Return Receipt showing to whom and Date Delivered	Return Receipt showing to whom Date, and Address of Delivery	TOTAL Pos	Postmark or Date	
	(v)	100		10	10	l w	14	I II 2	140		;0000	

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)						
3. Article Addressed to: MARATHON OIL COMPANY ATTENTION: RANDAL WILSON P.O. BOX 552 MIDLAND, TX 79702	4. Article Number Type of Service: Registerio C Insured Cortified COD Express Mail Return Receipt for Merchandise					
	Always obtain signature of addressee or agent and DATE DELIVERED.					
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)					
6. Signature – Agent X. Date of Delivery OCT = 8 1991						





October 4, 1991

EXXON COMPANY, U.S.A. ATTENTION: JOE THOMAS P.O. BOX 1600 MIDLAND, TX 79702-1600

> CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE: TURKEY TRACK PROSPECT

S/2 SECTION 22-18S-28E EDDY COUNTY, NEW MEXICO

Gentlemen:

Enclosed for your information is a copy of an Application for Compulsory Pooling of the S/2 of Section 22, Township 18 South, Range 28 East, Eddy County, New Mexico, which is being filed with the New Mexico Oil Conservation Division by James Bruce of the Hinkle, Cox, Eaton, Coffield & Hensley Law Firm out of Albuquerque, New Mexico on behalf of Pantera Energy Company. Records indicate that you own a leasehold interest in the S/2 of Section 22. This Application will be heard by the Oil Conservation Division on Thursday, November 7, 1991 at 8:15 a.m., at the Division's offices at 310 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Failure to appear at that time will preclude you from contesting this matter at a later date.

Very truly yours,

Juanita Hartman

Landman

/jmh

encl.

The Marie Contract in the of the

P. 独到电路和型, Co型X 79702-1600 SWARENTION: JOE THOMAS EXXON COMPANY USA RECEIPT FOR CERTIFIED MAH.
NO INSURANCE COVERGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse) P 476 201 594 P.O. BOX 1600 Return Receipt showing to whom, Date, and Address of Delivery Return Receipt showing to whom and Date Delivered TOTAL Postage and Fees Restricted Delivery Fee Special Delivery Fee Postmark or Date Certified Fee Sent to Postage 4 U.S.G.RO. 1989-234-555 PS: "m 3800, June 1985

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested. 1xxx Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)						
3. Article Addressed to: EXXON COMPANY USA ATTENTION: JOH THOMAS	4. Article Number P 476 201 594 Type of Service:					
P.O. BOX 1600 MIDLAND, TX 79702-1600	Registered Insured Cortified COD Express Mail Receipt for Merchandise					
	Always obtain signature of addressee or agent and DATE DELIVERED.					
5. Signature - Addressee	8. Addiessee's Address (ONLY if requested and fee paid)					
6. Signature Agent X						