Drum Energy Corporation Case No. 10776 Before Examiner Stogner Exhibit No. \_\_\_\_\_A\_\_\_

CHARLE P. LEE X FRIDA

28 SEP 1-401- (NO LANDASTR SHE SALS THAT BOTH Spoke W/ MRS. HOWSTR SHE SALS THAT BOTH NO. 1. 1. N. CA SHE Will try to get Holdings.

11 NON CALLED MAS HOWSER SHE CHN'T FIND ON ANTIMUS. CHLLED TUISH CO. HOSPIC - NO LISTING FOR EITHER. (1- -584-0471)

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FIMMA E. LEEFA WIDOW 710 N. DEMERANS

NELL RETER - 4/18/45

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## MAR & Truit Co.

2 Novembre 1-918-586-1000, CHIEd Spoke with WELLISSH. She xFERRED ME to AMT ADAMS, She said The REPRESENTED ALL with many and every low and the REPRESENTED ALL to send A LEASE Offer to:

> LIBERTY BANK OF TULSA P.O. BOX I, TULSA, OR 74102 ATTN: Trust ON FURNES DEPT.

F.GRONGE HEINDELL INTENENT is being himmeted by MRS. MANG Ellen HEINDE N.C. Roy 63 FAUTKNER, MD 20632 (301)934-4352

Of ER Sent

Really the Accepted and the second second the best the

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10 MAR CALLED Mr. HANSEN, he said to search the FERS And

Il MAR CHEER ELETTER SEAT.

18 MAY CALLED Mr. HANSEN HE DOEN I KNOW WAY THAY HAVEN'T SENT LEASES but will Lock into it.

19 May SAYS they have not received the IRANES BACK From: the holes. They have been having traible getting there is in the line of the beau down in the second

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19 Res Caller Rebert Williams. He said that the heres were Not co-operating. I explained That our NEXT step was Force Pooling. He said Do it. Mayte that will shake them you

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SONE IT CALLED ROSPET WILliams for ONE MORE try. HE FRID THIS BRIDE WAR FIEL REPORT OF TO JUM ANTROPH. HE SAID THE WARD IN A PORT OF Send ME A Listing of the CURARAT Trust'S FIG. ...

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FNB & TRUST Co. 1-918-586-1000, OGG - ME//1577A NE LibERty BANK of JUSA P.O. BOX 1 74102 ... ATTN: TRUST ENFAGY DEPT. K AMY ADAMS: F. LOORGE HEINT II due MAS. MARY ELLEN P.O. Box 68 FAULKNER MD 20632 (301) 934-4352 (34) (21-9117 SATTN: AMY ADAM S Collette Johnstone 46 a widow Individually and 1/1 - 1 720 E: 3/16 75 3 ma write /16 

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Es 7, MAURICE F. POWERS

JOE ALEXANDER Oil & Gas Properties P.O. Box 3081 Midland, TX 79702 (915) 685-1357

2 November, 1992

Liberty Bank of Tulsa Trust Energy Dept. P.O. Box 1 Tulsa, OK 74102

Attn: Amy Adams

Re: SW/4 Section 35, Township 19 South, Range 38 East, Lea Co., NM

Dear Ms. Adams:

Some time ago we spoke on the phone concerning and oil and gas lease covering the interests of the Maurice Powers Estate under the captioned tract. I am working for Drum Energy here in Midland and they would like to lease the estates interest. They offer:

1/4 royalty and no bonus for a 1 year lease
or
3/16 royalty, \$75.00 per acre bonus for a 3 year lease

Please consider these offers carefully and let me know your decision at your earliest convenience.

I also will need help as to the heirs of the estate and their interests. As I told you, there are no curative documents in the Lea Co. records.

Please don't hesitate to call me if you have any questions.

Ja Augurs,

Joe Alexander



fourier finder

November 10, 1992

Joe Alexander Oil & Gas Properties P. O. Box 3081 Midland, TX 79702

Re: Lease Offer Powers Heirs #3292 et al/8844905 et al SW/4 Section 35-195-38E Lea County, New Mexico

Dear Mr. Alexander:

This letter acknowledges receipt of your lease offer covering the interest owned by the above captioned account. To assist us in the timely processing of your lease offer, please utilize the referenced account information on all future correspondence.

In anticipation of reaching an agreement, I have enclosed a copy of our oil and gas lease form for your review. Also, please be advised that a \$125.00 lease administration fee will be required for processing the oil and gas lease, if we reach a final agreement on bonus, term and royalty.

If you have any further questions, please feel free to contact me at (918) 586-5294.

Sincerely,

Donal**d L.** Hansen, Jr. Vice **Presi**dent

DHL:1ml Enclosure: Oil & Gas Lease Form Copy of Side Letter Agreement

COUN	TY OF
8tat	'E OF
Atte	ention:
Re:	Side Letter Agreement - "Favored Lessor Clause"
	Oil and Gas Lease dated
	· · · · · · · · · · · · · · · · · · ·

Dear

As an express condition and covenant of the above captioned lease, it is explicitly agreed and understood between Lessor and Lessee (and Lessee's successors, assigns, and agents, hereinafter collectively referred to as "Lessee") that, if Lessee pays a higher bonus on a per net mineral acre basis or a higher royalty to any mineral owner who owns at least two (2) net mineral acres within the above captioned section, during the primary term of the captioned oil and gas lease, then Lessee shall, within thirty (30) days of such event, pay an additional bonus to Lessor equal to the difference between the higher bonus and the bonus paid herein, on a net per acre basis. If additional royalty is subsequently paid by the Lessee within the captioned section, then Lessee shall increase the royalty payable or due under the terms of the captioned oil and gas lease in an amount equal to the higher royalty. Any change in royalty will be made effective as of the date the above described oil and gas lease was originally executed.

In lieu of paying such additional bonus and/or royalty, Lessee may execute a full release of the above reference oil and gas lease.

If Lessor files a legal action to enforce any express or implied obligation of this Side Letter Agreement and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceedings including reasonable attorney's fees. Page 2

If you are in agreement with the above conditions, please indicate your acceptance by signing in the space provided below and promptly returning one (1) copy to the attention of the undersigned.

Yours truly,

Donald L. Hansen, Jr. Vice President and Trust Officer

.

DLH:mac

Agreed to and Accepted this \_\_\_\_ day of \_\_\_\_\_, 1992.

•

By\_\_\_\_\_

## OIL AND GAS LEASE

## (PAID-UP)

THIS AGREEMENT, made and entered into this	day of	, 19, by and b	etween
hereinafter called Lessor, and			
	·····		

## hereinafter called Lessee.

#### WITNESSETH:

There is in the possession of Lessor and Lessee and by reference made a part of this lease an unrecorded Side Letter Agreement of even date herewith executed by the parties hereto covering certain other additional covenants, conditions and provisions that are part of this lease agreement between Lessor and Lessee as though fully written and included herein.

of Section \_\_\_\_\_\_Township \_\_\_\_\_\_ Range \_\_\_\_\_\_ and containing \_\_\_\_\_\_ acres, more or less. It is understood and agreed, however, that Lessee shall negotiate damage settlements and rights of way for all roads, pipelines, telephone lines, power stations, drill site locations, production facilities, or any other operations pursuant to exploration and production of any oil, gas, gas condensate or other minerals prior to commencement of each operation.

2. Subject to the other provisions herein contained, this lease shall be for a term of \_\_\_\_\_\_years from this date (hereinafter called primary term) and as long thereafter as oil, gas or other related hydrocarbons are produced in paying quantities from the leased premises in accordance with the terms and provisions of this Oil and Gas Lease.

3. As royalty, Lesses shall deliver to the credit of Lessor, free of any cost (including, without limitation, costs of treating, compressing, marketing and/or transporting the products on or off the leased premises and other expenses of like nature) into the tanks or pipelines to which wells may be connected or to any other delivery point, (\_\_\_\_\_\_\_) of the proceeds from the sale of all the marketable substances which the Lessor owns, to include oil, gas, gas condensate and other hydrocarbons produced and saved from the leased premises. Lesses shall pay Lessor royalty on all gas produced from a well on the leased premises or on lands pobled with the leased premises and sold or used off the leased premises regardless of whether or not such gas is produced to the credit of Lesses or sold under a contract executed by or binding on Lesses. Should gas be sold under a sales contract not binding on Lessor, Lessor's royalty will be calculated based on the highest price paid for any of the gas produced from the well from which such gas is produced. In no event will the price paid Liessor for Lessor's share of gas be less than the price paid Lesses for the effective date of such sales contract unless such contract has adequate provisions for redetermination of price at intervals of not less frequently than three years to assure that production from this lease is not being sold for less than the then current fair market value. Within 120 days following the first sale of oil or gas produced from the leased premises, settlement shall be made by Lessoe or is agent for royalties due hereunder with respect to such oil or gas produced from the leased premises shall be paid monthly thereafter without the necessity of Lessor shall not be obligated or compelled in any manner or circumstances to take the royalty in kind.

5. Within 30 days of the termination of this Lease for any reason, Lessee shall file a release hereof in the office of the County Clerk and shall furnish. Lessor with a copy of said recorded release. In the event a release is not timely filed, Lessee agrees to reimburse any costs incurred by the Lessor to include administrative, legal or otherwise to obtain said release.

6. In the event a well or wells producing oil or gas in paying quantities should be completed on adjacent land and within six hundred sixty (660) feet of or draining said land, Lessee shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.



7. If the Lessee shall commence to drill a well or commence reworking operations on an existing well within the primary term of this lesse or any extension thereof, or on acreage pooled therewith, the Lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lesse shall continue and be in force with like effect as if such well had been completed within the primary term of this lesse. If after the expiration of the primary term of this lesse, production on the lessed premises shall cases from any cause (other than a cessation contemplated in paragraph 4), this lesse shall not terminate provided Lessee resumes or commences actual drilling or reworking of a well within sixty (60) days from the date of such cessation, and this lesse shall remain in force ano effect during the prosecution of such operations, and if paying production results therefrom, then as long as such paying production continues or the well or wells are capable of producing in paying quantities.

8. Lesses, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lesses's judgment it is necessary or advisable to do so in order to properly develop and operate said leased premises so as to promote the donservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lesses shall execute in writing and record in the conveyance records of the county in which the land herein leased is altuated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes exceptible payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from that portion of this lease pooled in the unit, whether the well or wells be located on the premises covered by this lease or not. In the origit is elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the loyalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis, bears to the total acreage at pooled in the particular unit involved.

9. In the event a portion of the leased premises is included in any drilling and spacing unit, production unit or other unit established by any regulatory agency or governmental body or by contract, established area of such unit will maintain this oil and gas lease in force only as to the portion or portions of the leased premises underlying the surface area of such unit whether or not such operations are on or such production is from the portion of the leased premises included in surface area of such unit whether or not such operations are on or such production is from the portion of the leased premises included in surface area of such unit whether or not such operations are on or such production is from the portion of the leased premises included in surface area of such unit whether or not such operations are on or such production is from the portion of the leased premises included in surface area of such unit or and cas Lease is being maintained as to a portion of the leased premises by operations on or production from a unit created by any regulatory agency, governmental body or by contract, then this Oil and Gas Lease the tengoing provisions, this Oil and Gas Lease shall automatically terminate upon the expiration of its primary term, or extension thereof as contemplated by operations, as to all rights below the base of the deepest producing formation which is either actually producing hydrocarbons or has been tested by Lessee and proven to be capable of producing hydrocarbons in paying quantities. Upon expiration of the primary term of this Oil and Gas Lease, or extension thereof as contemplated by operations, as to all rights below the base of the deepest producing formation which is either actually producing hydrocarbons or has been tested by Lessee and proven to be capable of producing hydrocarbons in paying quantities. Upon expiration of the primary term of this Oil and Gas Lease, or extension thereof as contemplated by operations, Lessee shall excute and deliver to Lessor a recorded release of thi

10. Lesses shall have free use of oil, gas and water from said land, except water from Lessor's wells, tanks, creeks, rivers, streams and springs, for all operations hereunder, provided that no surface water or underground fresh water will be used for water flood or pressure maintenance purposes. Lesses shall have the right at any time within 180 days after the expiration of this lesses to remove all property and fixtures placed by Lesses on said land, including the right to draw and remove all casing except as to water wells in which Lesses will, only at Lessor's request, remove the casing from and plag and abandon such water well at Lesses to be elipense. When required by Lessor, Lesses will bury all pipelines below ordinary plow depth, and no well shall be drilled within four hundred (400) feet of any residence or barn now on said land without Lessor's consent. Lessor shall have the privilege, at its risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder,

11. The rights and estate of any party hereto may be assigned in whole or in part. All of the covenants, obligations and considerations of this lease shall extend and be binding upon the parties hereto, their heirs, successors, and assigns. No change or division in the ownership of said land, or of the royalties, or other monies, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after such record owner has been durinished notice of such change or division, supported by copies of the document evidencing such change or division. If any such change in ownership occursiby reason of the death of the owner, Lessee may, nevertheless, pay or tender such royalties, or other monies to the credit of the descendent in the bank named above. Lessee shall notify Lessor of any assignment of Lessee's rights hereunder, stating the name and current mailing address of the assignee. Such assignment will contain a clause which states that the assignee ratifies and confirms all of the terms and conditions contained herein or made is addition hereto by a signed exhibit to the original document.

12. Except in the case of shut-in royalties, if Lesser owns an interest in said land less than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the Lessor in the proportion which Lessor's interest bears to the whole undivided fee.

13. If Lessor files a legal action to enforce any express or implied obligation of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceedings including reasonable attorney's tess.

14. Parties in Interest. Lessee represents that he is not an officer, director, or employee of Uberty Bank and Trust Company of Oklahoma City, National Association or Liberty Bank and Trust Company of Tulsa, National Association or any of their subsidiaries, nor is Lessee acting on behalf of any such officer, director, or employee. Lessee also represents that he is not a co-trustee of any trust that is a party to this agreement, nor is lessee acting on the behalf of such co-trustee.

15. This lease is made without warranty, express or implied. Liberty Bank and Trust Company of Oklahoma City, National Association or Liberty Bank and Trust Company of Tulsa, National Association does not, in any capacity, guarantee any interest contained herein. The terms and conditions stipulated within this document govern only the rights which may be owned or managed by the Bank as Trustee, co-Trustee, Agent, or Personal Representative. Lessee shall have the right at any time to redeern the leased premises for Lessor by payment of any mortgage, taxes, or other liens on the above described land, in the event of default by Lessor, and may deduct the amount of such payment from any royalties thereafter payable.

16. Lessor's shall have a lien upon the implements, tools and movable machinery or personal chattels used in operating said property, and also upon the unsold oil and gas obtained from the land herein leased as security for the payment of any royalties due Lessor.

17. This lease shall be subject to all federal and state laws, executive orders, rules, or regulations, and to all orders, rules, and regulations of all federal or state officers, agencies, boards and commissions which relate to or affect performance of the express or implied covenants of this lease, and this lease shall not be forfeited for failure of Lesses to camply with the express or implied covenants of this lease. If such compliance is prevented by, or if such failure results from compliance with any such such order, law, or regulation.

In Testimony Whereof We Sign, this \_\_\_\_\_\_iday of \_\_\_\_\_\_, 19\_\_\_\_\_,

305201.60

JOE ALEXANDER **Oil & Gas Properties** P.O. Box 3081 Midland, TX 79702 (915) 685-1357 March 11, 1993

Liberty Bank of Tulsa Trust Energy Dept. P.O. Box 1 Tul a, OK 74109

Atte: Donald L. Hansen, Jr.

Re: Oil and Gar Lease revering SW/4 Section 25, Town hip 19 South, Range 27 East, Lea Co, New Mexico.

Dear Mr. Hansen,

Per our phone conversation of yesterday, I am enclosing a check for 1750.00. This cleak is to cover your lease administration fees for leases from the Dowers Heirs covering the captioned tract

The lease terms are 1/4 royalty and no bonus for - 1 year lease. The Lessee on the leases will be:

> Drum Energy Corp. P.O. Box 2134 Midland, TX 73702

Since these are no bonus leases, Drum Energy will not be able to sign the Side Letter Agreement. We have paid other mineral embers a lease bonus for a lesser royalty lease in accordance with the terms I originally offered to you.

I would appreciate it if you could expedite these leases.

It was a pleasure doing business with you. If you have any questions at all, please don't besitate to call me.

Very truly yours.

Joe Augerta.

**Joe** Alexander



John P. Cox Oil & Gas Enterprises P.O. Box 10885 Midland, Texas 79702 Ph. 915/686-7532

July 7, 1993

Drum Energy Corporation P.O. Box 2134 Midland, Texas 79702

Re: Proposed 6200' Blineberry Test
SW/4 Section 35, T20S, R38E
Lea County, New Mexico
Certified Mail P 237 050 439
June 11, 1993

Dear Mr. Mussett,

In response to the referenced proposal, and as a follow-up to our conversation today, this is to advise that John P. Cox Oil & Gas Enterprises will join in your proposed test under an A.A. P.L. form 610-1982 Model Form Operating Agreement as proposed provided said Operating Agreement includes the following elections and clarifications:

- 1. Option No. 2., under Article VII. D. 1., shall be chosen. It. being our intention that our consent to drill and test the proposed well is not to be taken as consent to run pipe and complete the well until an evaluation of the logs and test information can be made in accordance with said option No. 2.
- 2. The Non-Consent recoupment number to be inserted in Article VI.2.(a). shall be 100% and in Article VI.2. (b). shall be 300%.
- 3. John P. Cox Oil & Gas Enterprises' liability shall be Limited to the figures shown on the submitted AFE plus 15%, unless emergency conditions as described in Article VII.D.3. occur.
- 4. Lines 43 thru 46 of page -9-, Article VII.B. shall be deleted.
- 5. Article VIII.F. (Preferential Right to Purchase Provision) shall be deleted.

6. The enclosed notices and reports unless later modified is incorporated in this joinder letter and represents our expectation of the regularity and type of information we will be provided. This also includes telephone numbers and who to contact.

As I Advised today, we will forward checks in the amount of \$2257.00. representing our proportional 1.5625% amount of the dry hole costs, per your AFE and one in the amount of \$117.19, for our proportional part of the Plugging Bond. within thirty days of expected commencement of operations. Also enclosed is an executed AFE.

As soon as possible I will appreciate being furnished with a copy of the Title Opinion, and JOA incorporating the above clarifications for signature.

I will be looking forward to hearing from you as to the expected spud date.

**Since**rely P. Cox, CPL

#### JOINT OPERATING AGREENENT

#### NOTICES AND REPORTS

A. In drilling any well hereunder, Operator agrees:

۰,

- 1. To conduct all operations in accordance with approved and accepted practices prevailing in the field where the well is drilled.
- To make adequate evaluation and tests as a prudent Operator to determine if the well is capable of producing oil or gas from any formations encountered.
- 3. To accord Non-Operators the freedom of the derrick floor and full and free access to the well at their sole risk and expense.
- 4. To give Non-Operators reasonable notice in sufficient time to have a representative present before spudding, any testing, coring or logging of a prospective eil or gas zone. Said notificiation shall be given by telephone to Xen-Operator's office to:

•	OFFICE PHONE	HOME PHONE
John Cox	<b>91</b> 5/686-7532	915/687-1401
David Godsey	<b>915/</b> 685- <b>311</b> 6	915/682-1416

- To advise Non-Operators before commencing operations, of the name and address of the geologist and/or engineer servicing the well.
- 6. To furnish Non-Operator the following reports, data, and information:

#### DURING THE DRILLING OF WELLS

- a. Daily on each weekday morning a telephone drilling and completion report to <u>David Godsey 915/685-3116</u>, giving the nature of all work done and depth and iornations penetrated, beginning with the date actual work is commenced at the location and continuing until initial daily potential has been established or, if a dry hole, the well has been plugged and abandoned.
- b. Drilling Time Record.
- d. Kater samples and water analyses.
- e. Photoprint of forms required by the government office or body that has jurisdiction in the premises.
- f. A log and history of the well (well record and formation record).
- g. Field prints and final prints of an Induction-Electric Survey and of a Gamma Ray/Acoustic Log (or equivalent).
- h. Mud Log (daily and final reports, if maintained).

	<b>`</b>		•.	
th	•		у	
j. Co	re analyses and core reports	, if taken.		
k. λη	y <b>bottomhol</b> e pres <b>sure and</b> su	rface pressure reports made.		
1. Di	rectional survey, if run.			
■. Dr	ill Stem tests, if taken.			
n. Ga:	s/oil ratio tests.			
<b>o.</b> On	e copy of open flow potentia	l and shut-in tests, if gas well		
p. Gas	s analyses.		•	
followin Joh P.( Mic	lowing information shall be ng address and in the number nn P. Cox Oil & Ga D. Box 10885 dland, Texas 79702 . 916/686-7532			
COPIES		·····		
1	•	nment forms, permits and spondence		
2	(IES d	Prints of logs and survey or equivalent, GR/Acoustic vivalent)		
. 2	Final	print logs		
2		og (daily and final prints, intained)		
1	Drill	Stem Test reports, if run		
1	Core	analyses, if taken		
1		ottom hole pressure and surface are reports		
. 1	Gas an	nd water analyses		

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## AUTHORITY FOR EXPENDITURE DRUM ENERGY CORP. HOUSE PROSPECT FRANCIS EVELYN #1

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INTANGIBLE	PRODUCER	DRY HOLE
Abstract/Title opinion	\$ 6,000	<b>\$ 6,0</b> 00
Survey/Location/Damages	5,000	5,000
Drilling footage @ \$11.00	68,200	<b>68,2</b> 00
Rotary day work: 2 days @ \$4200	8,400	8,400
Pulling unit: 4 days @ \$1200	4,800	-,
Drilling fluid &trucking	8,000	8,000
Drilling mud and chemicals	4,000	4,000
Surface csg. cement & hardware	4,000	4,000
Production csg. cement & DV tool	22,900	4,000
Pit lining	750	750
Mud logging	1,000	1,000
Open hole logging	5,600	5,600
Perforating	1,200	0,000
Acidizing	2,200	
Frac	25,000	
Engineering/Supervision	4,500	3 600
Rental equipment	2,500	3,600
Trucking and forklift	-	• 1,500 ·
Labor: surface installations	4,000 2,500	2,500
Overhead	1,500	1,200
Plugging (cement, dry hole marker, site restoration) -	•	4,000
Contingencies: 10%		•
TOTAL INTANGIBLE	17,600	11,800
TOTAL IN TANGIBLE	\$ 193,650	<b>\$ 129,</b> 550
TANGIBLE		
Surface csg.: 1600 feet 8 5/8 @ \$8.00	12,800	12,800
Production csg.: 6200 feet 5 1/2 @ \$3.75	23,250	
Tubing: 6200 feet 2 7/8 @ \$2.25	13,950	
Rods: 6200 feet @ .90	5,580	
Downhole pump	1,200	
Wellhead	1,750	750
Flowlines and connections	2,000	
Tankage: (2) 300 steel, (1) 500 fiberglass	8,000	
Pumping unit and base	15,000	
Motor and controls	2,500	
Heater treater	2,500	
Electrification	3,500	
Contingincies: 10%	9,200	1,350
TOTAL TANGIBLE	\$ 101,230	\$ 14,900
Cash plu <b>gging bon</b> d:	7,500	
TOTAL	\$ 302,380	<b>\$ 144,</b> 450
YOUR SHARE: 0.015625 WI	\$ 4,725	<b>\$ 2,2</b> 57

It is recognized and understood that the amounts herein are estimates only and that appoval of this authorization shall extend to the actual costs incurred in the conduct of the operation specified whether more or less that set out herein.

APPROVED BY WORKING INTEREST OWNER: John P. Cox

<u>6-29-93</u> By: 1.77 iv

DRUM ENERGY CORP.

-11-93 -7

### A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1982

#### ARTICLE V. OPERATOR

A. Designation and Responsibilities of Operator:

#### TXO Production Corp.

Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

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B. Resignation or Removal of Operator and Selection of Successor:

1. <u>Resignation or Removal of Operator:</u> Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator testminates its legal existence, no longer owns an interest hereunder in the Contract Area, or is no longer capable of serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vate of two (2) or note Non-Operators owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A", provided, however, if an Operator which has been removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of the Operator that was removed.

#### C. Employees:

<del>3</del>9

## The number of employees used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by Operator, and all such employees shall be the employees of Operator.

add or resigned

#### D. Drilling Contracts:

All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the curved two busies on our dopon by the price in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature.

#### ARTICLE VI. DRILLING AND DEVELOPMENT

A. Initial Well: On or before the <u>lst</u> day of <u>September</u>, 19, 88, Operator shall commence the drilling of a well for oil and gas at the following location:

165' FWL & 1980' FSL Section 74, Block 5, H&GN RR Co. Survey, Garza County, Texas

and shall thereafter continue the drilling of the well with due diligence to 7900° or a depth sufficient to test the Ellenberger formation, whichever is the lesser

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or abandon the well at a lesser depth.

68 Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and 69 gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which 70 event Operator shall be required to test only the formation or formations to which this agreement may apply.

## DRUM ENERGY

CORPORATION

P.O. Box 2134 Midland, Texas 79702 915/684-9081 Fax 915/683-3520

June 11, 1993

John P. Cox P.O. Box 10885 Midland, TX 79702

### Re: SW/4 Section 35, T19S-R38E, Lea County, NM

Dear Mr. Cox,

Records indicate that you own a 1.5625% mineral leasehold interest (2.5 net acres) under the above captioned property. Drum Energy Corporation intends to drill a well on this acreage to test the Blinebry Formation as soon as practicable. If you would like to participate in this project to the extent of your leasehold ownership we require execution of the enclosed Authority for Expenditure and a deposit of your share of estimated completed well costs at this time.

Operations will be conducted by Drum Energy Corporation under the A.A.P.L. Form 610-1982 Model Form Operating Agreement with COPAS-1984 Accounting Procedure. Drilling overhead to be \$3000 per month; workover and producing overhead to be \$300 per month per well. There will be no gas balancing agreement; operator will contract gas sales for the working interest owners. Working interest owners will pay in their proportionate share of \$7500 cash plugging bond on each well. This amount is refundable when plugging occurs and will bear interest to be credited to the working interest owners.

If it is your desire not to participate, we offer to purchase your interest for \$100 per net mineral acre and your delivery of a 75% net revenue interest assignment. Please indicate this preference by checking the space below and signing and returning a copy of this letter.

A stamped return envelope has been enclosed for your convenience. Thank you.

Yours truly, DRUM ENERGY CORPORATION

David R. Mussett, President

I wish to sell.

By:\_\_\_\_\_

Date:\_\_\_\_\_

## AUTHORITY FOR EXPENDITURE DRUM ENERGY CORP. HOUSE PROSPECT FRANCIS EVELYN #1

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INTANGIBLE	PRODUCER	DRY HOLE
Abstract/Title opinion	\$ 6,0 <b>00</b>	\$ 6, <b>000</b>
Survey/Location/Damages	5,000	5,000
Drilling footage @ \$11.00	68,2 <b>00</b>	68,200
Rotary day work: 2 days @ \$4200	8,400	8,400
Pulling unit: 4 days @ \$1200	4,800	3,400
Drilling fluid &trucking	8,000	8,000
Drilling mud and chemicals	4,000	4,000
Surface csg. cement & hardware	4,000	
Production csg. cement & DV tool	22,900	4,000
Pit lining	750	750
0		750
Mud logging	1,000	1,000
Open hole logging	5,600	5,600
Perforating	1,200	
Acidizing	2,200	
Frac	25, <b>000</b>	
Engineering/Supervision	4,500	3,600
R <b>ental equ</b> ipment	2,500	1,500
Trucking and forklift	4,000	2,500
Labor: surface installations	2,500	
Overhead	1,500	1,200
Plugging (cement, dry hole marker, site restoration)		4,000
Contingencies: 10%	17,600	11,800
TOTAL INTANGIBLE	\$ 193,650	\$ 129,550
TANGIBLE		
Surface csg.: 1600 feet 8 5/8 @ \$8.00	12,800	12,800
Production csg.: 6200 feet 5 1/2 @ \$3.75	23, <b>250</b>	
Tubing: 6200 feet 2 7/8 @ \$2.25	13,950	
Rods: 6200 feet @ .90	5, <b>580</b>	
Downhole pump	1,200	
Wellhead	1,750	750
Flowlines and connections	2,000	
Tankage: (2) 300 steel, (1) 500 fiberglass	8,000	
Pumping unit and base	15,000	
Motor and controls	2,500	
Heater treater	2,500	
Electrification	3,500	
Contingincies: 10%	9,200	1,350
TOTAL TANGIBLE	\$ 101,230	\$ 14,900
Cash plugging bond:	7,500	
TOTAL	\$ 302, <b>380</b>	\$ 144,450
YOUR SHARE: 0.015625 WI	\$ 4,725	\$ 2 <b>,257</b>

It is recognized and understood that the amounts herein are estimates only and that approval of this authorization shall extend to the actual costs incurred in the conduct of the operation specified whether more or less that set out herein.

APPROVED BY WORKING INTEREST OWNER: John P. Cox

DRUM ENERGY CORP.

By: <u>\_\_\_\_\_</u> Date A

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			12 July,	e serie e seri		1993
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or the collecting bank for refusal to return the same pr In the collecting bank for refusal to return the same pr In the event this draft is not paid within said time, the	and return of this draft-	prior to the expl	ration of the above spec	itied time, and there	shall beino liabilit	y whatsoever
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Collecting Bank			Joe Alex	ander, Ag		
Form No. 525 Pound Printing & Stationery Co., 2325 Funin Street - Houston, Texas 77002 (713) 655-8150					S	tandard Form

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Joe Alexander Oil & Gas Properties P.O. Box 3081 Midland, TX 79702 (915) 685-1357

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July 13, 1993

Mr. Max W. Coll, II Rt #9, Box 72F Santa Fe, NM 87505

Dear Mr. Coll:

Enclosed please find an Oil & Gas Lease, covering SW/4 Section 35, T-19S R-38E, Lea Co., NM, and a draft in the amount of \$250.00. This is the lease that you negotiated with David Mussett of DRUM Energy.

Please sign the lease before a Notary Public. Make sure the Notary Public completes the acknowledgment, located on the last page of the lease, including his/her signature, seal and the date his/her commission expires. Take the executed lease and collection draft to your bank for forwarding here to Midland.

You requested that the lease be made out to you as your "Sole and Separate Property". We have styled the lease accordingly. However, our title opinion shows Martha M. Coll as a community owner. Please provide the documentation necessary to prove that this is Sole and Separate Property. It will be required before we can pay the draft.

If you have any questions, or I can be of any further service, please don't hesitate to call me.

Sincerely,

Joe Alexander

## OIL AND GAS LEASE (Paid Up)

THIS AGREEMENT made and entered into this 12th day of July, 1993, by and between Max W. Coll, II dealing herein with his sole and separate property, Rt. 9 Box 72F, Santa Fe, NM 87505, hereinafter called "Lessor", whether one or more, and DRUM Energy Corporation, P.O. Box 2134, Midland, TX 79702, hereinafter called "Lessee".

1. Lessor, in consideration of the sum of Ten Dollars and other good and valuable consideration (\$10.00 OGVC), in hand paid, the receipt of which is hereby acknowledged, and of the royalties herein provided and the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting drilling and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines and other structures and things thereon to produce, save, take care of, treat, process, store and transport oil, as and other hydrocarbons, that may be produced from the following described land in Lea County, New Mexico, to-wit:

## Township 19 South, Range 38 East NMPM Section 35: SW/4

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, or to the discovery, development or cessation at any time of production of oil, gas or other hydrocarbons, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of one (1) year from the date hereof, hereinafter called "primary term", and as long thereafter as oil, gas or other hydrocarbons are produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-fourth (1/4) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipelines to which the wells may be connected; Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of onefourth (1/4) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) at any time, and from time to time, either at or after the expiration of the primary term of this lease, if there is a gas well or wells on said land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are or have been shut-in before or after production therefrom, it shall be deemed that said well or wells are producing gas within the meaning of paragraph 2 of this lease and this lease shall not terminate. In such event, Lessee covenants and agrees to pay as royalty, shut-in gas royalty in the amount of one dollar (\$1.00) per mineral acre per annum as long as such well or wells are shut-in and this lease is not maintained in force or effect by other provisions hereof. Such shut-in royalty shall be made by check or draft of Lessee mailed or delivered to the parties entitled thereto. In the event Lessee is obligated to pay the shut-in royalty above indicated, the first payment of such shut-in royalty shall be due and payable on or before ninety (90) days following the date on which the well is shut-in, or if shut-in during the primary term then on or before ninety (90) days following the expiration of the primary term, and subsequent payments, if required under the terms of this paragraph, shall be due and payable annually on or before the anniversary of the date of the original payment. It is specifically provided that this is a paid-up lease during the term set out above as "primary term" and there shall be no obligation or liability on the Lessee to make any shut-in royalty payment or other payment during said primary term, and without any such payment this lease shall remain in full force and effect during said primary term. The obligation to pay the shut-in royalty provided for above, shall be a covenant running with the land and, under no conditions, shall the failure to comply with such obligation serve or be used to terminate this lease or to work any forfeiture.

4. Lessee is hereby granted the right and power, from time to time to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the New Mexico Oil Conservation Commission or by other lawful authority for the pool or area in which said land is situated, plus a tolerance of 10%. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be contained for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of pooled minerals from the unit.

said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by Lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of Production on said unit.

5. If, at the expiration of the primary term of this lease, oil, gas or other hydrocarbons are not being produced from the lease premises, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, this lease shall remain in force so long as drilling or reworking operations are prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, gas or other hydrocarbons are produced from said land. If production of oil, gas or other hydrocarbons on said land should cease from any cause after the primary term, this lease nevertheless shall continue in force and effect as long as additional drilling operations or reworking operations are conducted on this lease, which additional operations shall be deemed to be had when not more than sixty (60) days elapse between the abandonment of operations on one well and the commencement of operations on another well, and if production is obtained this lease shall continue as long thereafter as oil, gas or other hydrocarbons are produced from said land, and as long thereafter as additional operations, either drilling or reworking, are had thereon. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660 feet of and draining the leased premises. Lessee agrees to drill such offset well as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

6. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, including, but not limited to, repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or impair the effectiveness of any payment heretofore made by Lessee. No such change or division to the ownership of the land or royalties shall impair the effectiveness of any payment theretofore made by Lessee or be binding upon Lessee for any purpose (and irrespective of whether Lessee has either actual or constructive knowledge thereof) until 60 days after such person acquiring any interest has furnished Lessee with the instrument, or instruments, or certified copies thereof, constituting his chain of title from the original Lessor.

Lessee shall not be liable for delays or defaults in its performance of any agreement or 8. covenant hereunder due to force majure. The term "force majure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning; acts of the public enemy; wars, blockades, insurrection or riots; strikes or lockouts; epidemics or guarantine regulations; laws, acts, orders or requests of federal, state, municipal or other governments or other governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product labor, service or material. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if Lessee by force majure is prevented from conducting drilling operations, reworking operations, or producing operations, then until such time as such law, order, rule, regulation, request or force majure is terminated, and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it, or the estate conveyed by it, shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage, other lien upon said land and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce the same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's right under the warranty in the event of failure of title in whole or in part, it is agreed that if Lessor does not own, or have the right to lease, the entire mineral estate herein purported to be leased in the land above described, then the royalties and any other sums payable hereunder shall be reduced proportionately. Should any party named above as Lessor fail to execute this lease, or should any party execute the lease who is not named as a Lessor, it shall nevertheless be binding upon the party or parties executing the same.

10. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

Max W. Coll, II SSN:

ACKNOWLEDGMENT

STATE OF New Mexico COUNTY OF \_\_\_\_\_

-

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1993, by Max W. Coll II, in the capacities stated therein.

NOTARY PUBLIC

My commission expires:

STATE OF

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1993, by \_\_\_\_, in the capacities stated therein.

NOTARY PUBLIC

My commission expires:

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\_\_\_

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Joe Alexander Oil & Gas Properties P.O. Box 3081 Midland, TX 79702 (915) 685-1357

July 13, 1993

Mr. Jon F. Coll P.O. Box 1818 Roswell, NM 88201

Dear Mr. Coll:

Enclosed please find an Oil & Gas Lease, covering SW/4 Section 35, T-19S R-38E, Lea Co., NM, and a draft in the amount of \$250.00. This is the lease that you negotiated with David Mussett of DRUM Energy.

Please sign the lease before a Notary Public. Make sure the Notary Public completes the acknowledgment, located on the last page of the lease, including his/her signature, seal and the date his/her commission expires. Take the executed lease and collection draft to your bank for forwarding here to Midland.

You requested that the lease be made out to you as your "Sole and Separate Property". We have styled the lease accordingly. However, our title opinion shows Mary R. Coll as a community owner. Please provide the documentation necessary to prove that this is Sole and Separate Property. It will be required before we can pay the draft.

If you have any questions, or I can be of any further service, please don't hesitate to call me.

Sincerely,

Joe Alexander

## OIL AND GAS LEASE (Paid Up)

THIS AGREEMENT made and entered into this 12th day of July, 1993, by and between Jon F. Coll, dealing herein with his sole and separate property, P.O. Box 1818, Roswell, NM 88201, hereinafter called "Lessor", whether one or more, and DRUM Energy Corporation, P.O. Box 2134, Midland, TX 79702, hereinafter called "Lessee".

1. Lessor, in consideration of the sum of Ten Dollars and other good and valuable consideration (\$10.00 OGVC), in hand paid, the receipt of which is hereby acknowledged, and of the royalties herein provided and the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting drilling and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines and other structures and things thereon to produce, save, take care of, treat, process, store and transport oil, as and other hydrocarbons, that may be produced from the following described land in Lea County, New Mexico, to-wit:

## Township 19 South, Range 38 East NMPM Section 35: SW/4

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, or to the discovery, development or cessation at any time of production of oil, gas or other hydrocarbons, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of one (1) year from the date hereof, hereinafter called "primary term", and as long thereafter as oil, gas or other hydrocarbons are produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-fourth (1/4) of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipelines to which the wells may be connected; Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of onefourth (1/4) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) at any time, and from time to time, either at or after the expiration of the primary term of this lease, if there is a gas well or wells on said land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are or have been shut-in before or after production therefrom, it shall be deemed that said well or wells are producing gas within the meaning of paragraph 2 of this lease and this lease shall not terminate. In such event, Lessee covenants and agrees to pay as royalty, shut-in gas royalty in the amount of one dollar (\$1.00) per mineral acre per annum as long as such well or wells are shut-in and this lease is not maintained in force or effect by other provisions hereof. Such shut-in royalty shall be made by check or draft of Lessee mailed or delivered to the parties entitled thereto. In the event Lessee is obligated to pay the shut-in royalty above indicated, the first payment of such shut-in royalty shall be due and payable on or before ninety (90) days following the date on which the well is shut-in, or if shut-in during the primary term then on or before ninety (90) days following the expiration of the primary term, and subsequent payments, if required under the terms of this paragraph, shall be due and payable annually on or before the anniversary of the date of the original payment. It is specifically provided that this is a paid-up lease during the term set out above as "primary term" and there shall be no obligation or liability on the Lessee to make any shut-in royalty payment or other payment during said primary term, and without any such payment this lease shall remain in full force and effect during said primary term. The obligation to pay the shut-in royalty provided for above, shall be a covenant running with the land and, under no conditions, shall the failure to comply with such obligation serve or be used to terminate this lease or to work any forfeiture.

4. Lessee is hereby granted the right and power, from time to time to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the New Mexico Oil Conservation Commission or by other lawful authority for the pool or area in which said land is situated, plus a tolerance of 10%. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be contained for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the pool or unit of pooled minerals from the pool or any such uniterals from the portion of said land covered hereby and included in

said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by Lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of Production on said unit.

5. If, at the expiration of the primary term of this lease, oil, gas or other hydrocarbons are not being produced from the lease premises, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, this lease shall remain in force so long as drilling or reworking operations are prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, gas or other hydrocarbons are produced from said land. If production of oil, gas or other hydrocarbons on said land should cease from any cause after the primary term, this lease nevertheless shall continue in force and effect as long as additional drilling operations or reworking operations are conducted on this lease, which additional operations shall be deemed to be had when not more than sixty (60) days elapse between the abandonment of operations on one well and the commencement of operations on another well, and if production is obtained this lease shall continue as long thereafter as oil, gas or other hydrocarbons are produced from said land, and as long thereafter as additional operations, either drilling or reworking, are had thereon. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660 feet of and draining the leased premises. Lessee agrees to drill such offset well as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

6. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, including, but not limited to, repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or impair the effectiveness of any payment heretofore made by Lessee. No such change or division to the ownership of the land or royalties shall impair the effectiveness of any payment theretofore made by Lessee or be binding upon Lessee for any purpose (and irrespective of whether Lessee has either actual or constructive knowledge thereof) until 60 days after such person acquiring any interest has furnished Lessee with the instrument, or instruments, or certified or purpose thereof, constituting his chain of title from the original Lessor.

Lessee shall not be liable for delays or defaults in its performance of any agreement or 8. covenant hereunder due to force majure. The term "force majure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning; acts of the public enemy; wars, blockades, insurrection or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of federal, state, municipal or other governments or other governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product labor, service or material. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if Lessee by force majure is prevented from conducting drilling operations, reworking operations, or producing operations, then until such time as such law, order, rule, regulation, request or force majure is terminated, and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it, or the estate conveyed by it, shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage, other lien upon said land and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce the same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's right under the warranty in the event of failure of title in whole or in part, it is agreed that if Lessor does not own, or have the right to lease, the entire mineral estate herein purported to be leased in the land above described, then the royalties and any other sums payable hereunder shall be reduced proportionately. Should any party named above as Lessor fail to execute this lease, or should any party execute the lease who is not named as a Lessor, it shall nevertheless be binding upon the party or parties executing the same.

10. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered.

	Jon F. Coll	
	SSN:	
	ACKNOWLEDGMENT	
STATE OF New Mexico COUNTY OF		
COUNTY OF	vledged before me this day of	1993, by Jon
COUNTY OF The foregoing instrument was acknow	vledged before me this day of NOTARY PUBLIC	1993, by Jon
COUNTY OF The foregoing instrument was acknow F. Coll, in the capacities stated therein.		1993, by Jon
COUNTY OF The foregoing instrument was acknow F. Coll, in the capacities stated therein.		1993, by Jon
COUNTY OF The foregoing instrument was acknow F. Coll, in the capacities stated therein. My commission expires:		1993, by Jon
COUNTY OF The foregoing instrument was acknow F. Coll, in the capacities stated therein. My commission expires:		1993, by Jon
COUNTY OF The foregoing instrument was acknow F. Coll, in the capacities stated therein. My commission expires:		1993, by Jon
COUNTY OF The foregoing instrument was acknow F. Coll, in the capacities stated therein. My commission expires:		1993, by Jon

NOTARY PUBLIC

My commission expires:

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Joe Alexander Oil & Gas Properties P.O. Box 3081 Midland, TX 79702 (915) 685-1357

July 13, 1993

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Mr. Charles H. Coll P.O. Box 1818 Roswell, NM 88201

Dear Mr. Coll:

Enclosed please find an Oil & Gas Lease, covering SW/4 Section 35, T-19S R-38E, Lea Co., NM, and a draft in the amount of \$250.00. This is the lease that you negotiated with David Mussett of DRUM Energy.

Please sign the lease before a Notary Public. Make sure the Notary Public completes the acknowledgment, located on the last page of the lease, including his/her signature, seal and the date his/her commission expires. Take the executed lease and collection draft to your bank for forwarding here to Midland.

If you have any questions, or I can be of any further service, please don't hesitate to call me.

Sincerely,

Joe Alexander

2n approval of lease or mineral deed described. on, and on approval of stide to same by drawed accordiant - 30 - Hays after arrival of this child at EIJE 1,1-27 川三川三 ΞII 三川三川 出王 三川三川三川 P .01 Box 1818 = Roswell 北三山 三川 <u>= || = || = || = || = |250|:00|| =</u> THE HUNDRED FIFTY and to 100 司 三田子 三世三世三世三  $\begin{array}{c} 1 \\ = 1 \\ = 1 \\ \parallel = 1$ 111210 Box130905 ||Midland=117X 79702=11=11= 北三川三山  $\begin{array}{c} \text{Collecting Bank} = || \\ \text{Collectin$ ΠE 三川三川三 三川三川三Joe 三川三川三

## OIL AND GAS LEASE (Paid Up)

THIS AGREEMENT made and entered into this 12th day of July, 1993, by and between Charles H. Coll, dealing herein with his sole and separate property, P.O. Box 1818, Roswell, NM 88201, hereinafter called "Lessor", whether one or more, and DRUM Energy Corporation, P.O. Box 2134, Midland, TX 79702, hereinafter called "Lessee".

1. Lessor, in consideration of the sum of Ten Dollars and other good and valuable consideration (\$10.00 OGVC), in hand paid, the receipt of which is hereby acknowledged, and of the royalties herein provided and the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting drilling and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines and other structures and things thereon to produce, save, take care of, treat, process, store and transport oil, as and other hydrocarbons, that may be produced from the following described land in Lea County, New Mexico, to-wit:

## Township 19 South, Range 38 East NMPM Section 35: SW/4

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, or to the discovery, development or cessation at any time of production of oil, gas or other hydrocarbons, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of one (1) year from the date hereof, hereinafter called "primary term", and as long thereafter as oil, gas or other hydrocarbons are produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-fourth (1/4) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipelines to which the wells may be connected; Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of onefourth (1/4) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) at any time, and from time to time, either at or after the expiration of the primary term of this lease, if there is a gas well or wells on said land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are or have been shut-in before or after production therefrom, it shall be deemed that said well or wells are producing gas within the meaning of paragraph 2 of this lease and this lease shall not terminate. In such event, Lessee covenants and agrees to pay as royalty, shut-in gas royalty in the amount of one dollar (\$1.00) per mineral acre per annum as long as such well or wells are shut-in and this lease is not maintained in force or effect by other provisions hereof. Such shut-in royalty shall be made by check or draft of Lessee mailed or delivered to the parties entitled thereto. In the event Lessee is obligated to pay the shut-in royalty above indicated, the first payment of such shut-in royalty shall be due and payable on or before ninety (90) days following the date on which the well is shut-in, or if shut-in during the primary term then on or before ninety (90) days following the expiration of the primary term, and subsequent payments, if required under the terms of this paragraph, shall be due and payable annually on or before the anniversary of the date of the original payment. It is specifically provided that this is a paid-up lease during the term set out above as "primary term" and there shall be no obligation or liability on the Lessee to make any shut-in royalty payment or other payment during said primary term, and without any such payment this lease shall remain in full force and effect during said primary term. The obligation to pay the shut-in royalty provided for above, shall be a covenant running with the land and, under no conditions, shall the failure to comply with such obligation serve or be used to terminate this lease or to work any forfeiture.

4. Lessee is hereby granted the right and power, from time to time to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the New Mexico Oil Conservation Commission or by other lawful authority for the pool or area in which said land is situated, plus a tolerance of 10%. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be contained for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the pool or or or or or production for any such unit bears to the total number of surface acres in the unit.

said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by Lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of Production on said unit.

If, at the expiration of the primary term of this lease, oil, gas or other hydrocarbons are not being produced from the lease premises, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, this lease shall remain in force so long as drilling or reworking operations are prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, gas or other hydrocarbons are produced from said land. If production of oil, gas or other hydrocarbons on said land should cease from any cause after the primary term, this lease nevertheless shall continue in force and effect as long as additional drilling operations or reworking operations are conducted on this lease, which additional operations shall be deemed to be had when not more than sixty (60) days elapse between the abandonment of operations on one well and the commencement of operations on another well, and if production is obtained this lease shall continue as long thereafter as oil, gas or other hydrocarbons are produced from said land, and as long thereafter as additional operations, either drilling or reworking, are had thereon. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660 feet of and draining the leased premises. Lessee agrees to drill such offset well as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

6. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, including, but not limited to, repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or impair the effectiveness of any payment heretofore made by Lessee. No such change or division to the ownership of the land or royalties shall impair the effectiveness of any payment theretofore made by Lessee or be binding upon Lessee for any purpose (and irrespective of whether Lessee has either actual or constructive knowledge thereof) until 60 days after such person acquiring any interest has furnished Lessee with the instrument, or instruments, or certified copies thereof, constituting his chain of title from the original Lessor.

Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majure. The term "force majure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning; acts of the public enemy; wars, blockades, insurrection or riots; strikes or lockouts; epidemics or guarantine regulations; laws, acts, orders or requests of federal, state, municipal or other governments or other governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product labor, service or material. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if Lessee by force majure is prevented from conducting drilling operations, reworking operations, or producing operations, then until such time as such law, order, rule, regulation, request or force majure is terminated, and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it, or the estate conveyed by it, shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage, other lien upon said land and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce the same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's right under the warranty in the event of failure of title in whole or in part, it is agreed that if Lessor does not own, or have the right to lease, the entire mineral estate herein purported to be leased in the land above described, then the royalties and any other sums payable hereunder shall be reduced proportionately. Should any party named above as Lessor fail to execute this lease, or should any party execute the lease who is not named as a Lessor, it shall nevertheless be binding upon the party or parties executing the same.

10. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered.

IN WITNESS WHEREOF, t	this instrument is executed the day and year first at	oove written.
	Charles H. Coll SSN:	
	ACKNOWLEDGMENT	
STATE OF New Mexico COUNTY OF		
The foregoing instrument was a Charles H. Coll, in the capacities	acknowled <b>g</b> ed before me this day of stated therein.	1993, by
	NOTARY PUBLIC	
My commission expires:		
· · · · · · · · · · · · · · · · · · ·		
STATE OF		
COUNTY OF		
The foregoing instrument was	acknowledged before me this day of the capacities stated therein.	1993, by
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NOTARY PUBLIC

My commission expires:

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Joe Alexander Oil & Gas Properties P.O. Box 3081 Midland, TX 79702 (915) 685-1357

July 13, 1993

Mr. James N. Coll P.O. Box 1818 Roswell, NM 88201

Dear Mr. Coll:

Enclosed please find an Oil & Gas Lease, covering SW/4 Section 35, T-19S R-38E, Lea Co., NM, and a draft in the amount of \$250.00. This is the lease that you negotiated with David Mussett of DRUM Energy.

Please sign the lease before a Notary Public. Make sure the Notary Public completes the acknowledgment, located on the last page of the lease, including his/her signature, seal and the date his/her commission expires. Take the executed lease and collection draft to your bank for forwarding here to Midland.

You requested that the lease be made out to you as your "Sole and Separate Property". We have styled the lease accordingly. However, our title opinion shows Florence M. Coll as a community owner. Please provide the documentation necessary to prove that this is Sole and Separate Property. It will be required before we can pay the draft.

If you have any questions, or I can be of any further service, please don't hesitate to call me.

Sincerely,

Joe Alexander

### OIL AND GAS LEASE (Paid Up)

THIS AGREEMENT made and entered into this 12th day of July, 1993, by and between James N. Coll, dealing herein with his sole and separate property, P.O. Box 1818, Roswell, NM 88201, hereinafter called "Lessor", whether one or more, and DRUM Energy Corporation, P.O. Box 2134, Midland, TX 79702, hereinafter called "Lessee".

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1. Lessor, in consideration of the sum of Ten Dollars and other good and valuable consideration (\$10.00 OGVC), in hand paid, the receipt of which is hereby acknowledged, and of the royalties herein provided and the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting drilling and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines and other structures and things thereon to produce, save, take care of, treat, process, store and transport oil, as and other hydrocarbons, that may be produced from the following described land in Lea County, New Mexico, to-wit:

## Township 19 South, Range 38 East NMPM Section 35: SW/4

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, or to the discovery, development or cessation at any time of production of oil, gas or other hydrocarbons, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of one (1) year from the date hereof, hereinafter called "primary term", and as long thereafter as oil, gas or other hydrocarbons are produced from said land or land with which said land is pooled hereunder.

The royalties to be paid by Lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-fourth (1/4) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipelines to which the wills may be connected; Lessor's interest in either case shall bear its proportion of any expenses for treating pil to make it marketable as crude; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of onefourth (1/4) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) at any time, and from time to time, either at or after the expiration of the primary term of this lease, if there is a gas well or wells on said land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are or have been shut-in before or after production therefrom, it shall be deemed that said well or wells are producing gas within the meaning of paragraph 2 of this lease and this lease shall not terminate. In such event, Lessee covenants and agrees to pay as royalty, shut-in gas royalty in the amount of one dollar (\$1.00) per mineral acre per annum as long as such well or wells are shut-in and this lease is not maintained in force or effect by other provisions hereof. Such shut-in royalty shall be made by check or draft of Lessee mailed or delivered to the parties entitled thereto. In the event Lessee is obligated to pay the shut-in royalty above indicated, the first payment of such shut-in royalty shall be due and payable on or before ninety (90) days following the date on which the well is shut-in, or if shut-in during the primary term then on or before ninety (90) days following the expiration of the primary term, and subsequent payments, if required under the terms of this paragraph, shall be due and payable annually on or before the anniversary of the date of the priginal payment. It is specifically provided that this is a paid-up lease during the term set out above as "primary term" and there shall be no obligation or liability on the Lessee to make any shut-in royalty payment or other payment during said primary term, and without any such payment this lease shall remain in full force and effect during said primary term. The obligation to pay the shut-in royalty provided for above, shall be a covenant running with the land and, under no conditions, shall the failure to comply with such obligation serve or be used to terminate this lease or to work any forfeiture.

4. Lessee is hereby granted the right and power, from time to time to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the New Mexico Oil Conservation Commission or by other lawful authority for the pool or area in which said land is situated, plus a tolerance of 10%. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be contained for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the pool or unit of any production so allocated shall be considered for all purposes, including the payment or delivery of royalty.

said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by Lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of Production on said unit.

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5. If, at the expiration of the primary term of this lease, oil, gas or other hydrocarbons are not being produced from the lease premises, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, this lease shall remain in force so long as drilling or reworking operations are prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, gas or other hydrocarbons are produced from said land. If production of oil, gas or other hydrocarbons on said land should cease from any cause after the primary term, this lease nevertheless shall continue in force and effect as long as additional drilling operations or reworking operations are conducted on this lease, which additional operations shall be deemed to be had when not more than sixty (60) days elapse between the abandonment of operations on one well and the commencement of operations on another well, and if production is obtained this lease shall continue as long thereafter as oil, gas or other hydrocarbons are produced from said land, and as long thereafter as additional operations, either drilling or reworking, are had thereon. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660 feet of and draining the leased premises. Lessee agrees to drill such offset well as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

6. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, including, but not limited to, repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or impair the effectiveness of any payment heretofore made by Lessee. No such change or division to the ownership of the land or royalties shall impair the effectiveness of any payment theretofore made by Lessee or be binding upon Lessee for any purpose (and irrespective of whether Lessee has either actual or constructive knowledge thereof) until 60 days after such person acquiring any interest has furnished Lessee with the instrument, or instruments, or certified copies thereof, constituting his chain of title from the original Lessor.

8. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majure. The term "force majure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning; acts of the public enemy; wars, blockades, insurrection or rlots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of federal, state, municipal or other governments or other governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product labor, service or material. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if Lessee by force majure is prevented from conducting drilling operations, reworking operations, or producing operations, then until such time as such law, order, rule, regulation, request or force majure is terminated, and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it, or the estate conveyed by it, shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage, other lien upon said land and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce the same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's right under the warranty in the event of failure of title in whole or in part, it is agreed that if Lessor does not own, or have the right to lease, the entire mineral estate herein purported to be leased in the land above described, then the royalties and any other sums payable hereunder shall be reduced proportionately. Should any party named above as Lessor fail to execute this lease, or should any party execute the lease who is not named as a Lessor, it shall nevertheless be binding upon the party or parties executing the same.

10. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

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James N. Coll SSN:

# ACKNOWLEDGMENT

STATE OF New Mexico COUNTY OF				
The foregoing instrument was James N. Coll, in the capacities s	acknowledged	before me this	day of	1993, by
sames w. con, in the capacities t				
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·		NOTARY PUBLIC		
	t			
My commission expires:				
STATE OF				
COUNTY OF				
The foregoing instrument was	acknowledged , in th <b>e</b> capac	before me this	day of	1993, by
	:			
		NOTARY PUBLIC		
My commission expires:				
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SUR (ORYX) 16 oct 1-214-688-0900, Spoke with Allen BEERS. HE SAYS Orgx Not interested in LEASing, WANTS to SEll MINERALS. SENd offer in writing to: P. O. Nor 2000 Delles TX 75221 ALLENS Phone NR. 15 (214-715-8390) (LTR Smt) 29 oct orgx torned aller down. 5 NON CALLED ALLEN (LATA MOS to CA!!) Nev. 1 • > 4 2 11 13 NOV 24 Nov 4 JAN 9 4 4 4 11 T JAN •, 4 . ... 4 h 1, <u>10 FEB "</u> 12 MAR LTR OFFER SENT, DAVID CALLED TALKED TO HIS SECRETARY I MAY ASKED HIM to LHLL.

SUR (ORYX) 1-214-638-0800, Speak with Nilen BEERS. HE SAYS 16 oct Digx Not interested in LEASing, WANTS to sell Minerals. SENd offer in writing to: P.O. Kox 2000 Dallas, TX 75221 ALLENS PHONE NR. 15 (214-715-8390) (LTR Smt) 29 oct Oryx toxned of Can down. CALLED ALLEN (Lity mos to so !!) 5 NOV Nov り \*\* n •7 11 1 • ) 17 13 NOV 4 4 24 Nov L' JAN 9 4 11 ゥ 11 1 5m 4 ŋ <u>10 FED "</u> MAR LTR OFFER SENT, DAVID CALLED TALKED TO HIS SECRETARY I MAY ASKED HIM TO CHLL. 

JOE ALEXANDER Oil & Gas Properties P.O. Box 3081 Midland, TX 79702 (915) 685-1357 16 October, 1992

Oryx Energy Co. P.O. Box 2880 Dallas, TX 75221

Attn: Allen Beers

Re: SW/4 Section 35, Township 19 South, Range 38 East and NW/4 Section 2, Township 20 South, Range 38 East, Lea Co., NM

Dear Mr. Beers:

As per our phone conversation of this date, we are interested in buying the mineral interest formerly owned by SUN Oil Co. under the captioned tracts, We offer \$200.00 per acre for the 1/4 interest under SW/4 Section 35 and the 1/144 interest under the NW/4 of Section 2.

Please consider this offer carefully and let me know your decision as soon as possible.

Very truly yours,

Joe Alexander



Oryx Energy Company 13155 Noel Road Dallas TX 75249 5067 PO Box 2880 Dallas TX 75204 2880 214 745 4000

Northern Region Exploration Decision

.

October 29, 1992

Joe Alexander Oil & Gas Properties P.O. Box 3081 Midland TX 79702

RE: YOUR OFFER LETTER LEA COUNTY, NEW MEXICO

Dear Mr. Alexander:

We appreciate your offering Oryx the opportunity to review the above captioned, however, at this time Oryx will have to respectfully decline.

Thank you for considering Oryx and should you have any future proposals please let us know.

Sincerely,

ORYX ENERGY COMPANY

121 22 Kan,

Alan Beers, CPL Landman, Northern U.S.

CAB/dg

CAB0133.DEG

# DRUM ENERGY

CORPORATION

P.O. Box 2134 Midland, Texas 79702 915/684-9081 Fax 915/683-3520

June 11, 1993

Attention: Mr. Allen Beers Oryx Energy Company P.O. Box 2880 Dallas, TX 75221

> Re: SW/4 Section 35, T19S-R38E, Lea County, NM

Dear Mr.Beers,

Records indicate that Oryx Energy owns a 12.5% mineral interest (20 net acres) under the above captioned property. Drum Energy Corporation intends to drill a well on this acreage to test the Blinebry Formation as soon as practicable. If you would like to participate in this project to the extent of your mineral ownership we require execution of the enclosed Authority for Expenditure and a deposit of your share of estimated completed well costs at this time.

Operations will be conducted by Drum Energy Corporation under the A.A.P.L. Form 610-1982 Model Form Operating Agreement with COPAS-1984 Accounting Procedure. Drilling overhead to be \$3000 per month; workover and producing overhead to be \$300 per month per well. There will be no gas balancing agreement; operator will contract gas sales for the working interest owners. Working interest owners will pay in their proportionate share of \$7500 cash plugging bond on each well. This amount is refundable when plugging occurs and will bear interest to be credited to the working interest owners.

If it is your desire not to participate, we offer to lease or to purchase your interest. General lease terms offered are: \$100 per net mineral acre bonus, 1/4 royalty, and 1 year primary term. We offer \$300 per net mineral acre for purchase of your interest.

Please indicate your choice by checking the appropriate space below and signing and returning this letter. An extra copy is provided. If you are returning the Authority for Expenditure and deposit, no action is needed here.

A stamped return envelope has been enclosed for your convenience. Thank you.

Yours truly, DRUM ENERGY CORPORATION

By: WR

David R. Mussett, President

We wish to lease.

\_\_\_\_We wish to sell.

Date:\_\_\_\_\_

By:\_\_\_\_\_

### AUTHORITY FOR EXPENDITURE DRUM ENERGY CORP. HOUSE PROSPECT FRANCIS EVELYN #1

1

INTANGIBLE	PRODUCER	DRY HOLE
Abstract/Title opinion	\$ 6,000	<b>\$</b> 6,000
Survey/Location/Damages	5,000	5,000
Drilling footage @ \$11.00	68,200	68,200
Rotary day work: 2 days @ \$4200	8,400	8,400
Pulling unit: 4 days @ \$1200	4,800	0,100
Drilling fluid &trucking	8,000	8,000
Drilling mud and chemicals	4,000	4,000
Surface csg. cement & hardware	4,000	4,000
Production csg. cement & DV tool	22,900	41000
Pit lining	750	750
Mud logging	1,000	1,000
Open hole logging	5,600	5,600
Perforating	1,200	0,000
Acidizing	2,200	
Frac	25.000	
Engineering/Supervision	4,500	3,600
Rental equipment	2,500	1,500
Trucking and forklift	4,000	2,500
Labor: surface installations	2,500	
Overhead	1,500	1,200
Plugging (cement, dry hole marker, site restoration)		4,000
Contingencies: 10%	17,600	11,800
TOTAL INTANGIBLE	\$ 193,650	\$ 129,550
TANGIBLE		
Surface csg.: 1600 feet 8 5/8 @ \$8.00	12,800	12,800
Production csg.: 6200 feet 5 1/2 @ \$3.75	23,250	
Tubing: 6200 feet 2 7/8 @ \$2.25	13,950	
Rods: 6200 feet @ .90	5,580	
Downhole pump	1,200	
Wellhead	1,750	750
Flowlines and connections	2,000	
Tankage: (2) 300 steel, (1) 500 fiberglass	8,000	
Pumping unit and base	15,000	
Motor and controls	2,500	
Heater treater	2,500	
Electrification	3,500	
Contingincies: 10%	9,200	1,350
TOTAL TANGIBLE	<b>\$ 101,230</b>	<b>\$</b> 14,900
Cash plugging bond:	7,500	
TOTAL	\$ 302,380	\$ 144,450
YOUR SHARE: 0.125 W	\$ 37,798	<b>\$</b> 18, <b>056</b>

It is recognized and understood that the amounts herein are estimates only and that approval of this authorization shall extend to the actual costs incurred in the conduct of the operation specified whether more or less that set out herein.

APPROVED BY WORKING INTEREST OWNER: ORYX Energy Company

DRUM ENERGY CORP.

MAT 6-11-93 ву:

:

JOE ALEXANDER Oil & Gas Properties P.O. Box 3081 Midland, TX 79702 (915) 685-1357 10 March, 1993

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Oryx Energy Co. P.O. Box 2880 Dallas, TX 75221

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Attn: Allen Beers

Re: SW/4 Section 35, Township 19 South, Range 38 East and NW/4 Section 2, Township 20 South, Range 38 East, Lea Co., NM

Dear Mr. Beers:

On 16 October, 1992 I made an offer for the minerals formerly owned by Sun Oil Co. under the captioned tract. You informed me by letter dated 29 October that my offer was not accepted. Since that time we have acquired leases covering the other interests in the tract and intend to drill in the very near future.

We are now offering 300.00 per acre for the 1/4 interest under the SW/4 of Section 35 and the 1/144 interest under the NW/4 of Section 2.

Please consider this offer carefully and let me know your decision as soon as possible.

If this offer is unacceptable, we will be happy to provide ORYX with the opportunity to participate in our wells.

Very truly yours,

Joe Alexander

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MINNIE P. Gray 2.7 Sep 1-405 (NO LISTING) LETTER. No AnswER 11 Nov JUNE 23 1-405-424-2822, Spore with Mrs. Johnson, She SALS that she has been RELEASED by the court, From Lowservithestlips Still Miss Grity had no heireg. The COURT AWARDED HER MIS. G. A.J'S house. Did Not KNOW of any other Assets. Asked her if she KNEW what court Ruling WAS ON REST & REGIOUE. SHE SAid NO, Agreed to send me what EVER PAPERS SHE had, Call back Friday. JUNE 28 CALLED NO ANSWER. July 5 July 14 CALLED. She agreed to provide whatever GAPTERS SHE has but wants A LETTER from ME Requeiting them. Ţ 11:

DRUM ENERGY

CORPORATION

P.O. Box 2134 Midland, Texas 79702 915/684-9081 Fax 915/683-3520

June 11, 1993

Thelma P. Johnson, Guardian Estate of Minnie B. Gray 1514 NE 9th St. Oklahoma City, OK 73117

#### Re: SW/4 Section 35, T19S-R38E, Lea County, NM

Dear Ms. Johnson,

Records indicate that the estate of Minnie B. Gray owns a 3.125% mineral interest (5 net acres) under the above captioned property. Drum Energy Corporation intends to drill a well on this acreage to test the Blinebry Formation as soon as practicable. We offer to lease or to purchase your interest. General lease terms offered are: \$100 per net mineral acre bonus, 1/4 royalty, and 1 year primary term. We offer \$300 per net mineral acre for purchase of your interest.

If, instead, you would like to participate in this project to the extent of your mineral ownership we require execution of the enclosed Authority for Expenditure and a deposit of your share of estimated completed well costs at this time.

Operations will be conducted by Drum Energy Corporation under the A.A.P.L. Form 610-1982 Model Form Operating Agreement with COPAS-1984 Accounting Procedure. Drilling overhead to be \$3000 per month; workover and producing overhead to be \$300 per month per well. There will be no gas balancing agreement; operator will contract gas sales for the working interest owners. Working interest owners will pay in their proportionate share of \$7500 cash plugging bond on each well. This amount is refundable when plugging occurs and will bear interest to be credited to the working interest owners.

Please indicate your choice by checking the appropriate space below and signing and returning this letter. An extra copy is provided. If you are returning the Authority for Expenditure and deposit, no action is needed here.

A stamped return envelope has been enclosed for your convenience. Thank you.

Yours truly, DRUM ENERGY CORPORATION

R. Mussett, President

We wish to lease.

\_\_\_\_

\_\_\_\_\_We wish to sell.

Date:

By:

## AUTHORITY FOR EXPENDITURE DRUM ENERGY CORP. HOUSE PROSPECT FRANCIS EVELYN #1

INTANGIBLE	PRODUCER	DRY HOLE
Abstract/Title opinion	\$ 6,000	\$ <b>6,00</b> 0
Survey/Location/Damages	5,000	5,000
Drilling footage @ \$11.00	68,200	68,200
Rotery day work: 2 days @ \$4200	8,400	<b>8,40</b> 0
Pulling unit: 4 days @ \$1200	4,800	0,400
Drilling fluid & trucking	8,000	8,000
Drilling mud and chemicals	4,000	4,000
Surface cag. cement & hardware	4,000	4,000
Production csg. cement & DV tool	22,900	4,000
Pit lining	750	750
Mud logging	1,000	1,000
Open hole logging	5,600	5,600
Perforating	1,200	0,000
Acidizing	2,200	
Frac	25,000	
Engineering/Supervision	4,500	3,600
Rental equipment	2,500	1,500
Trucking and forklift	4,000	2,500
Labor: surface installations	2,500	_,
Overhead	1,500	1,200
Plugging (coment, dry hole marker, site restoration)	•	4,000
Contingencies: 10%	17,600	11,800
TOTAL INTANGIBLE	\$ 193,650	\$ 129,550
TANGIBLE		
Surface csg.:, 1600 feet 8 5/8 @ \$8.00	12,800	12,800
Production csg.: 6200 feet 5 1/2 @ \$3.75	23,250	
Tubing: 6200 feet 2 7/8 @ \$2.25	13,950	
Rods: 6200 feet @ .90	5,580	
Downhole pump	1,200	
Wellhead	1,750	750
Flowlines and connections	2,000	
Tankage: (2) 300 steel, (1) 500 fiberglass	8,000	
Pumping unit and base	15,000	
Motor and controls	2,500	
Heater treater	2,500	
Electrification	3,500	
Contingincies: 10%	9,200	1,350
TOTAL TANGIBLE	\$ 101,230	\$ 14,900
Cash plugging bond:	7,500	
TOTAL	\$ 302,380	\$ 144,450
YOUR SHARE: 0.03125 WI	\$ 9,449	\$ 4,514

It is recognized and understood that the amounts herein are estimates only and that approval of this authorization shall extend to the actual costs incurred in the conduct of the operation specified whether more or less that set out herein.

APPROVED BY WORKING INTEREST OWNER: Estate of Minnie B. Gray

DRUM ENERGY CORP.

6-11-93 ву: 🖌 18M Date

Mrs. Thelma P. Johnson 1514 N.E. 9th Street Oklahoma City, Oklahoma 73117

June 22, 1993

Mr. David R. Mussett - President Drum Energy Corporation Post Office Box 2134 Midland, Texas 79702

Dear Mr. Mussett:

Reference is made to your letter dated June 11, 1993 concerning the mineral rights under the property described as SW/4, Section 35, T19s-R38E, Lea County, New Mexico.

Please forward a copy of your lease stating the terms and conditions for my review.

Thank you, Jhilma P. Schuson (Mrs) Thelma P. Johnson Joe Alexander Oil & Gas Properties P.O. Box 3081 Midland, TX 79702 (915) 685-1357.

July 14, 1993

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Ms. Thelma P. Johnson 1514 NE 9th St. Oklahoma City, OK 73117

Dear Theima:

In reference to the New Mexico mineral holdings of Minnie B. Gray, deceased and our telephone conversation of this date, I represent DRUM Energy Corporation or Midland, TX. They are attempting to obtain an Oil & Gas lease covering the Minnie B. Gray interest. I understand that you were the guardian of her estate and are in possession of some papers that will help us determine the ownership of this property and subsequently a lease.

Please send me photocopies of any papers you have that will help us. I am also interested in the court and cause or docket number of Mrs. Gray's case. Please provide this if you have it.

If you have any questions, please don't hesitate to call me.

Sincerely,

Joe Alexander

Mr Joe Anderson Post Office Box 3081 Midland, Texas 79702

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Re. Mrs Minnie BOGray Estate Guardianship

Dear Mr. Anderson

I do not have the document of resignation from the court. Upon inquiry I was informed that the records were sealed. To continue action in this matter would probably be useless in my favor.

> Sincerely, Shelma P. Johnson (Mrs.) Thelma P. Johnson

> > . . .

tpj/