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

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional service(s) requested.

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

2. Restricted Delivery (Extra charge) 3. Article Addressed to: Article Number Thank you for using Return Receipt Service Mary Lund Anita Street una Beach, CA 9265, Type of Service: Registered Insured Certified COD Return Receipt for Merchandis Express Mail Always obtain signature of addressee or agent and DATE DELIVERED 8. Addressee's Address (ONLY if 5. Signature - Addressee requested and fee paid) 6. Signature - Agent X 7. Date of Delivery PS Form 3811, Apr. 1989 **DOMESTIC RETURN RECEIPT** 2ND Notice L) ហ 50 E E



518 17th St., Suite 1030 Denver, Colorado 80202 (303) 571-4220

May 23, 1990

Mary Lund 666 Anita Street Laguna Beach, CA 92651 Re: Well Proposal
T 30N-R 11W
Section 17:S/2
San Juan County,
New Mexico
Price Prospect

Dear Ms. Lund:

Maralex Resources, Inc. (Maralex) proposes the recompletion of an existing wellbore or the drilling of a new well to be located in the SW/4 of Section 17, T30N-R11W, San Juan County, New Mexico. The recompletion will be contingent upon a mechanically sound wellbore. Said Test Well shall be drilled or recompleted to a depth of 2,200 feet or to a depth sufficient to test the Basal Fruitland Coal Formation, whichever is lesser. Maralex's estimated costs for a new, completed well are \$235,750 and for a recompletion are \$140,820, complete, as indicated on the enclosed AFE's. A record check indicates that you own an interest in the 320.00 acre drillsite spacing unit comprised of the S/2 of Section 17, T30N-R11W. Maralex invites you to participate in its proposed well or in lieu of participation, either farmout or sell your interest in the drillsite spacing unit for the Test Well on the following general terms and conditions.

I. Farmout

- 1. Maralex shall commence or cause to be commenced the drilling of the Test Well within ninety (90) days from the date of final execution by yourself and Maralex of a mutually acceptable formal Farmout Agreement. Should Maralex be unable to obtain the required drilling permits from the State and Federal regulatory agencies, you shall grant an extension for the commencement of or allow Maralex to move the location of the Test Well.
- 2. Upon Maralex completing the drilling of the Test Well as a producer, Maralex shall earn 100% of your interest in the drillsite spacing unit and you shall retain a proportionate overriding royalty interest through payout equal to the

difference between landowner's royalty plus overriding royalties in existence as of the date of this Agreement, and 20%. You agree to deliver an eighty percent (80%) net revenue interest lease before payout. Said overriding royalty shall be convertible at payout at your option to a thirty percent (30%) working interest.

- 3. If the Test Well is a dry hole or is incapable of producing in paying quantities, Maralex shall earn seventy percent (70%) of your interest in the drillsite spacing unit.
- 4. All rights earned and retained shall be proportionately reduced and shall be from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Test Well.
- 5. Maralex agrees to drill the Test Well prior to the expiration of the Section 29, Nonconventional Fuel Tax Credit, or any extension of the tax credit period.
- 6. All cost, risk and expense associated with the drilling, testing and completing and /or plugging and abandoning of the Test Well shall be borne by Maralex and you shall receive all geologic and production data obtained by the drilling of the Test Well.
- 7. Maralex and yourself agree to enter into a formal Farmout Agreement covering the Farmout Lands, with an attached AAPL Model Form 610 Joint Operating Agreement(1982) with an attached COPAS Accounting Procedure and Gas Balancing Agreement. Said Joint Operating Agreement shall go into effect upon payout of the Test Well.
- 8. This Farmout is subject to approval by Maralex of title.
- 9. Maralex's liability for failure to commence and drill or recomplete the Test Well shall be limited to the loss of opportunity to earn the interest hereinabove described.

II. Participation

- 1. Maralex and yourself agree to enter into an AAPL Form 610-1982 Joint Operating Agreement with an attached COPAS Accounting Procedure and Gas Balancing Agreement which shall incorporate (among other provisions) the following:
 - a) Article IV.B. shall provide for individual loss of title.
 - b) Maralex shall be designated Operator.
 - c) Article VI.B.2a) shall provide for 100%/100% non-consent

penalties.

- d) Article VI.B.2b) shall provide for 300%/300% non-consent penalties.
- e) Fixed Rate Overhead rates shall be \$2,800 for drilling well rate and \$280 for producing well rate.

III. Sale of Interest

If you elect not to farmout or participate in the Test Well, Maralex would like to purchase your interest in the drillsite spacing unit. Said offer shall be subject to you delivering an 82.5% net revenue interest lease and subject to approval of title by Maralex. If Maralex is unable to acquire the necessary farmouts, participation or pooling of 100% of the interest in the drillsite spacing unit, the offer to purchase shall be null and void.

This letter shall not survive a formal contract which shall incorporate the terms and conditions contained herein. Please indicate your election by executing in the space provided below and returning one (1) copy of this letter to the undersigned on or before June 1, 1990. This Agreement shall be null and void after that time. In addition, please contact me if you have any partners in this leasehold.

Sincerely,

A. M. O'Hare, P.E.

	President
	Maralex Resources, Inc.
	To the second se
	I elect to participate in the Test Well and return the executed AFE.
	I elect to Farmout my interest in the drillsite
	spacing unit to Maralex on the terms contained herein. I would entertain an offer to sell my interest in
	the drillsite spacing unit to Maralex.
Agreed	to and accepted thisday of, 1990.
Ву:	
Vo.m.	. Tund
nar	y Lund



518 17th St., Suite 1030 Denver, Colorado 80202 (303) 571-4220

May 23, 1990

Mary Lund 666 Anita Street Laguna Beach, CA 92651 Re: Well Proposal
T 30N-R 11W
Section 17:S/2
San Juan County,
New Mexico
Price Prospect

Dear Ms. Lund:

Maralex Resources, Inc. (Maralex) proposes the recompletion of an existing wellbore or the drilling of a new well to be located in the SW/4 of Section 17, T30N-R11W, San Juan County, New Mexico. The recompletion will be contingent upon a mechanically sound wellbore. Said Test Well shall be drilled or recompleted to a depth of 2,200 feet or to a depth sufficient to test the Basal Fruitland Coal Formation, whichever is lesser. Maralex's estimated costs for a new, completed well are \$235,750 and for a recompletion are \$140,820, complete, as indicated on the enclosed AFE's. A record check indicates that you own an interest in the 320.00 acre drillsite spacing unit comprised of the S/2 of Section 17, T30N-R11W. Maralex invites you to participate in its proposed well or in lieu of participation, either farmout or sell your interest in the drillsite spacing unit for the Test Well on the following general terms and conditions.

I. Farmout

- 1. Maralex shall commence or cause to be commenced the drilling of the Test Well within ninety (90) days from the date of final execution by yourself and Maralex of a mutually acceptable formal Farmout Agreement. Should Maralex be unable to obtain the required drilling permits from the State and Federal regulatory agencies, you shall grant an extension for the commencement of or allow Maralex to move the location of the Test Well.
- 2. Upon Maralex completing the drilling of the Test Well as a producer, Maralex shall earn 100% of your interest in the drillsite spacing unit and you shall retain a proportionate overriding royalty interest through payout equal to the

difference between landowner's royalty plus overriding royalties in existence as of the date of this Agreement, and 20%. You agree to deliver an eighty percent (80%) net revenue interest lease before payout. Said overriding royalty shall be convertible at payout at your option to a thirty percent (30%) working interest.

- 3. If the Test Well is a dry hole or is incapable of producing in paying quantities, Maralex shall earn seventy percent (70%) of your interest in the drillsite spacing unit.
- 4. All rights earned and retained shall be proportionately reduced and shall be from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Test Well.
- 5. Maralex agrees to drill the Test Well prior to the expiration of the Section 29, Nonconventional Fuel Tax Credit, or any extension of the tax credit period.
- 6. All cost, risk and expense associated with the drilling, testing and completing and /or plugging and abandoning of the Test Well shall be borne by Maralex and you shall receive all geologic and production data obtained by the drilling of the Test Well.
- 7. Maralex and yourself agree to enter into a formal Farmout Agreement covering the Farmout Lands, with an attached AAPL Model Form 610 Joint Operating Agreement(1982) with an attached COPAS Accounting Procedure and Gas Balancing Agreement. Said Joint Operating Agreement shall go into effect upon payout of the Test Well.
- 8. This Farmout is subject to approval by Maralex of title.
- 9. Maralex's liability for failure to commence and drill or recomplete the Test Well shall be limited to the loss of opportunity to earn the interest hereinabove described.

II. Participation

- 1. Maralex and yourself agree to enter into an AAPL Form 610-1982 Joint Operating Agreement with an attached COPAS Accounting Procedure and Gas Balancing Agreement which shall incorporate (among other provisions) the following:
 - a) Article IV.B. shall provide for individual loss of title.
 - b) Maralex shall be designated Operator.
 - c) Article VI.B.2a) shall provide for 100%/100% non-consent

penalties.

- d) Article VI.B.2b) shall provide for 300%/300% non-consent penalties.
- e) Fixed Rate Overhead rates shall be \$2,800 for drilling well rate and \$280 for producing well rate.

III. Sale of Interest

If you elect not to farmout or participate in the Test Well, Maralex would like to purchase your interest in the drillsite spacing unit. Said offer shall be subject to you delivering an 82.5% net revenue interest lease and subject to approval of title by Maralex. If Maralex is unable to acquire the necessary farmouts, participation or pooling of 100% of the interest in the drillsite spacing unit, the offer to purchase shall be null and void.

This letter shall not survive a formal contract which shall incorporate the terms and conditions contained herein. Please indicate your election by executing in the space provided below and returning one (1) copy of this letter to the undersigned on or before June 1, 1990. This Agreement shall be null and void after that time. In addition, please contact me if you have any partners in this leasehold.

Sincerely,

President

& M. OHan

A. M. O'Hare, P.E.

	Maralex Resources, Inc
	I elect to participate in the Test Well and return the executed AFE.
	I elect to Farmout my interest in the drillsite spacing unit to Maralex on the terms contained herein. I would entertain an offer to sell my interest in
Agreed	the drillsite spacing unit to Maralex. to and accepted thisday of, 1990.
By:	
Mary	y Lund

AUTHORITY FOR EXPENDITURE (AFE)

WELL NAME: COAL WELL RECOMPLETION

LOCATION: Section 18, T30N, R11W

COUNTY:

San Juan STATE: NM

PURPOSE: Recomplete Existing Wells to Fruitland Coals

INTANGIBLE	WORKOVER COSTS		
Service Unit	6 days @ \$1500/ day		9,000.00
Location	Dirt Work and labor Pits (Plastic Lined)	\$1000 800	2 222 22
	Reclamation of reserve pi	£ 1200	3,000.00
Squeeze Cementing	Cement and Services	4600	4,600.00
Logging & Tests	Open-hole Logging Desorption Analysis Cased-hole Logging BHP Build-up Test Slug Test & other Tests	0 0 2800 3500 1100	7,400.00
Perforating	30 feet @ 4 shots per foo	t 4900	4,900.00
Stimulation	Fracture Treatment	45000	45,000.00
Rental Equipment	Tanks, BOP's, etc.	1200	1,200.00
Water & Hauling	For Completion Only	2800	2,800.00
Labor	Roustabout work, etc.	6400	6,400.00
Supervision	Engineering & field work	4000	4,000.00
Overhead	Land, Legal, Insurance, etc.	1400	1,400.00
Miscellaneous	Contingency (10%)		8,970.00
	TOTAL INTANGIBLE DRILLING	COSTS	\$98,670.00

AUTHORITY FOR EXPENDITURE

TANGIBLE	DRILLING COSTS	
Tubulars	0' of 8-5/8, 24#, J55 csg 0' of 5-1/2, 17#, J55 csg 0' of 2-3/8, 4.7#, J55 tbg	\$0.00 0.00 0.00
Rods	2100' of 3/4 Grade D rods	2,550.00
Pumping Equip.	228-175-86 Pumping Unit (used) Downhole pump 2"x1.25"x12'RHBC	12,000.00 2,800.00
Prime Mover	30 Hp Electric Motor w/acces- sories (i.e. Power, Controls, etc.)	4,500.00
Production Unit	Vertical Coal gas separator	12,000.00
Water Storage	400 Barrel Fiberglass tank	4,800.00
Wellhead	Larkin or Hinderlighter head	0.00
Float Equip.	Guide Shoes, Floats, etc.	0.00
Miscellaneous	Polish rod, pumping tee, fuel gas scrubber, radigan, etc.	3,500.00
	TOTAL TANGIBLE DRILLING COSTS	\$42,150.00
	TOTAL INTANGIBLE DRILLING COSTS	\$98,670.00
	AFE GRAND TOTAL COSTS	\$140,820.00

MARALEX AUTHORIZATION:

A. M. O'HARE, P.E.

PRESIDENT

Partner Approval (Company Name):
ву:
Title:
Date:

AUTHORITY FOR EXPENDITURE (AFE)

WELL NAME:

2200 FOOT COAL WELL

LOCATION:

T30N, R11 & 12W, SAN JUAN COUNTY, NM

INTANGIBLE	DRILLING	COSTS		
Drilling Rig	2200 ft. @ \$1		 	\$28,600.00
	1 day of dayw	ork 0 \$4400/d	ay	4,400.00
Completion Rig	5 days @ \$150	0/ day		7,500.00
Location	Dirt Work and		\$2500	
	Pits (Plastic Reclamation o			6,500.00
Staking & Permit	\$700 per well			700.00
Damages & ROW	\$2500 per wel	1		2,500.00
Casing & Cmting	Casing Crew	Surface		
-	-	Production	1200	
	Cementing	Surface	2500	
		Production	6800	10,500.00
Logging & Tests	Open-hole Log		5500	
	Desorption An		3500	
	Cased-hole Lo	, ,	2800	
	BHP Build-up		3500	
	Slug Test & o	ther Tests	1100	16,400.00
Perforating	30 feet @ 4 s	hots per foot	4900	4,900.00
Stimulation	Fracture Trea	tment	55000	55,000.00
Rental Equipment	Tanks, BOP's,	etc.	1200	1,200.00
Water & Hauling	For Completion	n Only	2800	2,800.00
Labor	Roustabout wo	rk, etc.	6400	6,400.00
Supervision	Engineering &	field work	4800	
•	Geological (C		700	5,500.00
Overhead	Land, Legal, etc.	Insurance,	1800	1,800.00
Miscellaneous	Contingency (10%)		15,500.00
	TOTAL INTANGI	BLE DRILLING	COSTS	\$170,200.00

AUTHORITY FOR EXPENDITURE

TANGIBLE	DRILLING COSTS	
Tubulars	250' of 8-5/8, 24#, J55 csg 2200' of 5-1/2, 17#, J55 csg 2100' of 2-3/8, 4.7#, J55 tbg	\$2,350.00 11,000.00 5,050.00
Rods	2100' of 3/4 Grade D rods	2,550.00
Pumping Equip.	228-175-86 Pumping Unit (used) Downhole pump 2"x1.25"x12'RHBC	12,000.00 2,800.00
Prime Mover	30 Hp Electric Motor w/acces- sories (i.e. Power, Controls,etc.)	4,500.00
Production Unit	Vertical Coal gas separator	12,000.00
Water Storage	400 Barrel Fiberglass tank	4,800.00
Wellhead	Larkin or Hinderlighter head	2,800.00
Float Equip.	Guide Shoes, Floats, etc.	2,200.00
Miscellaneous	Polish rod, pumping tee, fuel gas scrubber, radigan, etc.	3,500.00
	TOTAL TANGIBLE DRILLING COSTS	\$65,550.00
	TOTAL INTANGIBLE DRILLING COSTS	\$170,200.00
	AFE GRAND TOTAL COSTS	\$235,750.00

MARALEX AUTHORIZATION:

A. M. O'HARE, P.E.

PRESIDENT

Partner Approval (Company Name):
 By:
Title:
Date:



518 17th St., Suite 1030 Denver, Colorado 80202 (303) 571-4220

May 23, 1990

Mary Lund 666 Anita Street Laguna Beach, CA 92651 Re: Well Proposal
T 30N-R 11W
Section 18:N/2
San Juan County,
New Mexico
Brimhall Prospect

Dear Ms. Lund:

Maralex Resources, Inc. (Maralex) proposes the recompletion of an existing wellbore or the drilling of a new well to be located in the NE/4 of Section 18, T30N-R11W, San Juan County, New Mexico. The recompletion will be contingent upon a mechanically sound wellbore. Said Test Well shall be drilled or recompleted to a depth of 2,200 feet or to a depth sufficient to test the Basal Fruitland Coal Formation, whichever is lesser. Maralex's estimated costs for a new, completed well are \$235,750 and for a recompletion are \$140,820, complete, as indicated on the enclosed AFE's. A record check indicates that you own an interest in the 320.00 acre drillsite spacing unit comprised of the N/2 of Section 18, T30N-R11W. Maralex invites you to participate in its proposed well or in lieu of participation, either farmout or sell your interest in the drillsite spacing unit for the Test Well on the following general terms and conditions.

I. Farmout

- 1. Maralex shall commence or cause to be commenced the drilling of the Test Well within ninety (90) days from the date of final execution by yourself and Maralex of a mutually acceptable formal Farmout Agreement. Should Maralex be unable to obtain the required drilling permits from the State and Federal regulatory agencies, you shall grant an extension for the commencement of or allow Maralex to move the location of the Test Well.
- 2. Upon Maralex completing the drilling of the Test Well as a producer, Maralex shall earn 100% of your interest in the drillsite spacing unit and you shall retain a proportionate overriding royalty interest through payout equal to the

difference between landowner's royalty plus overriding royalties in existence as of the date of this Agreement, and 20%. You agree to deliver an eighty percent (80%) net revenue interest lease before payout. Said overriding royalty shall be convertible at payout at your option to a thirty percent (30%) working interest.

- 3. If the Test Well is a dry hole or is incapable of producing in paying quantities, Maralex shall earn seventy percent (70%) of your interest in the drillsite spacing unit.
- 4. All rights earned and retained shall be proportionately reduced and shall be from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Test Well.
- 5. Maralex agrees to drill the Test Well prior to the expiration of the Section 29, Nonconventional Fuel Tax Credit, or any extension of the tax credit period.
- 6. All cost, risk and expense associated with the drilling, testing and completing and /or plugging and abandoning of the Test Well shall be borne by Maralex and you shall receive all geologic and production data obtained by the drilling of the Test Well.
- 7. Maralex and yourself agree to enter into a formal Farmout Agreement covering the Farmout Lands, with an attached AAPL Model Form 610 Joint Operating Agreement(1982) with an attached COPAS Accounting Procedure and Gas Balancing Agreement. Said Joint Operating Agreement shall go into effect upon payout of the Test Well.
- 8. This Farmout is subject to approval by Maralex of title.
- 9. Maralex's liability for failure to commence and drill or recomplete the Test Well shall be limited to the loss of opportunity to earn the interest hereinabove described.

II. Participation

- 1. Maralex and yourself agree to enter into an AAPL Form 610-1982 Joint Operating Agreement with an attached COPAS Accounting Procedure and Gas Balancing Agreement which shall incorporate (among other provisions) the following:
 - a) Article IV.B. shall provide for individual loss of title.
 - b) Maralex shall be designated Operator.
 - c) Article VI.B.2a) shall provide for 100%/100% non-consent

penalties.

- d) Article VI.B.2b) shall provide for 300%/300% non-consent penalties.
- e) Fixed Rate Overhead rates shall be \$2,800 for drilling well rate and \$280 for producing well rate.

III. Sale of Interest

Mary Lund

If you elect not to farmout or participate in the Test Well, Maralex would like to purchase your interest in the drillsite spacing unit. Said offer shall be subject to you delivering an 82.5% net revenue interest lease and subject to approval of title by Maralex. If Maralex is unable to acquire the necessary farmouts, participation or pooling of 100% of the interest in the drillsite spacing unit, the offer to purchase shall be null and void.

This letter shall not survive a formal contract which shall incorporate the terms and conditions contained herein. Please indicate your election by executing in the space provided below and returning one (1) copy of this letter to the undersigned on or before June 1, 1990. This Agreement shall be null and void after that time. In addition, please contact me if you have any partners in this leasehold.

Sincerely,

	A. M. O'Hare, P.E. President
	Maralex Resources, Inc.
	I elect to participate in the Test Well and return the executed AFE.
	I elect to Farmout my interest in the drillsite spacing unit to Maralex on the terms contained herein.
	I would entertain an offer to sell my interest in the drillsite spacing unit to Maralex.
Agreed	to and accepted thisday of, 1990.
Ву:	



518 17th St., Suite 1030 Denver, Colorado 80202 (303) 571-4220

May 23, 1990

Mary Lund 666 Anita Street Laguna Beach, CA 92651 Re: Well Proposal
T 30N-R 11W
Section 18:N/2
San Juan County,
New Mexico
Brimhall Prospect

Dear Ms. Lund:

Maralex Resources, Inc. (Maralex) proposes the recompletion of an existing wellbore or the drilling of a new well to be located in the NE/4 of Section 18, T30N-R11W, San Juan County, New Mexico. The recompletion will be contingent upon a mechanically sound wellbore. Said Test Well shall be drilled or recompleted to a depth of 2,200 feet or to a depth sufficient to test the Basal Fruitland Coal Formation, whichever is lesser. Maralex's estimated costs for a new, completed well are \$235,750 and for a recompletion are \$140,820, complete, as indicated on the enclosed AFE's. A record check indicates that you own an interest in the 320.00 acre drillsite spacing unit comprised of the N/2 of Section 18, T30N-R11W. Maralex invites you to participate in its proposed well or in lieu of participation, either farmout or sell your interest in the drillsite spacing unit for the Test Well on the following general terms and conditions.

I. Farmout

- 1. Maralex shall commence or cause to be commenced the drilling of the Test Well within ninety (90) days from the date of final execution by yourself and Maralex of a mutually acceptable formal Farmout Agreement. Should Maralex be unable to obtain the required drilling permits from the State and Federal regulatory agencies, you shall grant an extension for the commencement of or allow Maralex to move the location of the Test Well.
- 2. Upon Maralex completing the drilling of the Test Well as a producer, Maralex shall earn 100% of your interest in the drillsite spacing unit and you shall retain a proportionate overriding royalty interest through payout equal to the

difference between landowner's royalty plus overriding royalties in existence as of the date of this Agreement, and 20%. You agree to deliver an eighty percent (80%) net revenue interest lease before payout. Said overriding royalty shall be convertible at payout at your option to a thirty percent (30%) working interest.

- 3. If the Test Well is a dry hole or is incapable of producing in paying quantities, Maralex shall earn seventy percent (70%) of your interest in the drillsite spacing unit.
- 4. All rights earned and retained shall be proportionately reduced and shall be from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Test Well.
- 5. Maralex agrees to drill the Test Well prior to the expiration of the Section 29, Nonconventional Fuel Tax Credit, or any extension of the tax credit period.
- 6. All cost, risk and expense associated with the drilling, testing and completing and /or plugging and abandoning of the Test Well shall be borne by Maralex and you shall receive all geologic and production data obtained by the drilling of the Test Well.
- 7. Maralex and yourself agree to enter into a formal Farmout Agreement covering the Farmout Lands, with an attached AAPL Model Form 610 Joint Operating Agreement(1982) with an attached COPAS Accounting Procedure and Gas Balancing Agreement. Said Joint Operating Agreement shall go into effect upon payout of the Test Well.
- 8. This Farmout is subject to approval by Maralex of title.
- 9. Maralex's liability for failure to commence and drill or recomplete the Test Well shall be limited to the loss of opportunity to earn the interest hereinabove described.

II. Participation

- 1. Maralex and yourself agree to enter into an AAPL Form 610-1982 Joint Operating Agreement with an attached COPAS Accounting Procedure and Gas Balancing Agreement which shall incorporate (among other provisions) the following:
 - a) Article IV.B. shall provide for individual loss of title.
 - b) Maralex shall be designated Operator.
 - c) Article VI.B.2a) shall provide for 100%/100% non-consent

penalties.

- d) Article VI.B.2b) shall provide for 300%/300% non-consent penalties.
- e) Fixed Rate Overhead rates shall be \$2,800 for drilling well rate and \$280 for producing well rate.

III. Sale of Interest

Mary Lund

If you elect not to farmout or participate in the Test Well, Maralex would like to purchase your interest in the drillsite spacing unit. Said offer shall be subject to you delivering an 82.5% net revenue interest lease and subject to approval of title by Maralex. If Maralex is unable to acquire the necessary farmouts, participation or pooling of 100% of the interest in the drillsite spacing unit, the offer to purchase shall be null and void.

This letter shall not survive a formal contract which shall incorporate the terms and conditions contained herein. Please indicate your election by executing in the space provided below and returning one (1) copy of this letter to the undersigned on or before June 1, 1990. This Agreement shall be null and void after that time. In addition, please contact me if you have any partners in this leasehold.

Sincerely,

A. M. O'Hare, P.E.

	TICSIGENE
	Maralex Resources, Inc.
<u>,</u>	I elect to participate in the Test Well and return the executed AFE.
	I elect to Farmout my interest in the drillsite spacing unit to Maralex on the terms contained herein. I would entertain an offer to sell my interest in the drillsite spacing unit to Maralex.
Agreed	to and accepted thisday of, 1990.
Ву:	

AUTHORITY FOR EXPENDITURE (AFE)

WELL NAME: COAL WELL RECOMPLETION

LOCATION:

Section 18, T30N, R11W

COUNTY:

San Juan STATE: NM

PURPOSE: Recomplete Existing Wells to Fruitland Coals

INTANGIBLE	WORKOVER COSTS		
Service Unit	6 days @ \$1500/ day		9,000.00
Location	Dirt Work and labor Pits (Plastic Lined)	\$1000 800	
	Reclamation of reserve p	pit 1200	3,000.00
Squeeze Cementing	Cement and Services	4600	4,600.00
Logging & Tests	Open-hole Logging Desorption Analysis Cased-hole Logging BHP Build-up Test Slug Test & other Tests	0 0 2800 3500 1100	7,400.00
Perforating	30 feet @ 4 shots per fo	oot 4900	4,900.00
Stimulation	Fracture Treatment	45000	45,000.00
Rental Equipment	Tanks, BOP's, etc.	1200	1,200.00
Water & Hauling	For Completion Only	2800	2,800.00
Labor	Roustabout work, etc.	6400	6,400.00
Supervision	Engineering & field work	4000	4,000.00
Overhead	Land, Legal, Insurance, etc.	1400	1,400.00
Miscellaneous	Contingency (10%)		8,970.00
·	TOTAL INTANGIBLE DRILLIN	G COSTS	\$98,670.00

AUTHORITY FOR EXPENDITURE

TANGIBLE	DRILLING COSTS	
Tubulars	0' of 8-5/8, 24#, J55 csg 0' of 5-1/2, 17#, J55 csg 0' of 2-3/8, 4.7#, J55 tbg	\$0.00 0.00 0.00
Rods	2100' of 3/4 Grade D rods	2,550.00
Pumping Equip.	228-175-86 Pumping Unit (used) Downhole pump 2"x1.25"x12'RHBC	12,000.00 2,800.00
Prime Mover	30 Hp Electric Motor w/acces- sories (i.e. Power, Controls, etc.)	4,500.00
Production Unit	Vertical Coal gas separator	12,000.00
Water Storage	400 Barrel Fiberglass tank	4,800.00
Wellhead	Larkin or Hinderlighter head	0.00
Float Equip.	Guide Shoes, Floats, etc.	0.00
Miscellaneous	Polish rod, pumping tee, fuel gas scrubber, radigan, etc.	3,500.00
	TOTAL TANGIBLE DRILLING COSTS	\$42,150.00
	TOTAL INTANGIBLE DRILLING COSTS	\$98,670.00
	AFE GRAND TOTAL COSTS	\$140,820.00

MARALEX AUTHORIZATION:

A. M. O'HARE, P.E.

PRESIDENT

Partner Approval (Company Name):
ву:
Title:
Date:

AUTHORITY FOR EXPENDITURE (AFE)

WELL NAME:

2200 FOOT COAL WELL

LOCATION:

T30N, R11 & 12W, SAN JUAN COUNTY, NM

INTANGIBLE	DRILLING	COSTS		
Drilling Rig	2200 ft. 0 \$1 1 day of dayw	•	ay	\$28,600.00 4,400.00
Completion Rig	5 days @ \$150	0/ day		7,500.00
Location	Dirt Work and Pits (Plastic Reclamation o	Lined)	\$2500 1800 2200	6,500.00
Staking & Permit	\$700 per well			700.00
Damages & ROW	\$2500 per wel	1		2,500.00
Casing & Cmting	Casing Crew Cementing	Surface Production Surface Production	1200 2500 6800	10,500.00
Logging & Tests	Open-hole Log Desorption An Cased-hole Log BHP Build-up Slug Test & o	alysis gging Test	5500 3500 2800 3500 1100	16,400.00
Perforating	30 feet @ 4 s	hots per foot	4900	4,900.00
Stimulation	Fracture Trea	tment	55000	55,000.00
Rental Equipment	Tanks, BOP's,	etc.	1200	1,200.00
Water & Hauling	For Completion	n Only	2800	2,800.00
Labor	Roustabout wo	rk, etc.	6400	6,400.00
Supervision	Engineering & Geological (Co		4800 700	5,500.00
Overhead	Land, Legal, : etc.	Insurance,	1800	1,800.00
Miscellaneous	Contingency (10%)		15,500.00
	TOTAL INTANGI	BLE DRILLING	COSTS	\$170,200.00

AUTHORITY FOR EXPENDITURE

TANGIBLE	DRILLING COSTS	
Tubulars	250' of 8-5/8, 24#, J55 csg 2200' of 5-1/2, 17#, J55 csg 2100' of 2-3/8, 4.7#, J55 tbg	\$2,350.00 11,000.00 5,050.00
Rods	2100' of 3/4 Grade D rods	2,550.00
Pumping Equip.	228-175-86 Pumping Unit (used) Downhole pump 2"x1.25"x12'RHBC	12,000.00 2,800.00
Prime Mover	30 Hp Electric Motor w/acces- sories (i.e. Power, Controls, etc.)	4,500.00
Production Unit	Vertical Coal gas separator	12,000.00
Water Storage	400 Barrel Fiberglass tank	4,800.00
Wellhead	Larkin or Hinderlighter head	2,800.00
Float Equip.	Guide Shoes, Floats, etc.	2,200.00
Miscellaneous	Polish rod, pumping tee, fuel gas scrubber, radigan, etc.	3,500.00
	TOTAL TANGIBLE DRILLING COSTS	\$65,550.00
	TOTAL INTANGIBLE DRILLING COSTS	\$170,200.00
	AFE GRAND TOTAL COSTS	\$235,750.00

MARALEX AUTHORIZATION:

A. M. O'HARE, P.E.

PRESIDENT

Partner Approval (Company Name):
By:
Title:
Date:

Taim Che 1900 Che 190

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

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

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

2. Restricted Delivery (Extra charge) 3. Article Addressed to: Article Number Estate of Luke House Type of Service: ☐ Insured ☐ COD Registered Certified Express Mail Return Receipt for Merchandis Always obtain signature of addressee or agent and DATE DELIVERED. 5. Signature - Addressee 8. Addressee's Address (ONLY if X requested and fee paid) 6. Signature - Agent 7. Date of Delivery PS Form 3811, Apr. 1989

MARALEX RESOURCES, IN 518 17th Street Suite 1030 Denver, CO 80202

Thank you for using Return Receipt Service

Service.

DOMESTIC RETURN RECEIPT

te of Luke House
E. 47th Street Attended The Ingeles, CA 90011 Street The

CERTIFIED
P 352 550 402
MAIL



518 17th St., Suite 1030 Denver, Colorado 80202 (303) 571-4220

May 23, 1990

Estate of Luke House 1639 E. 47th Street Los Angeles, CA 90011 Re: Well Proposal
T 30N-R 11W
Section 17:S/2
San Juan County,
New Mexico
Price Prospect

Gentlemen:

Maralex Resources, Inc. (Maralex) proposes the recompletion of an existing wellbore or the drilling of a new well to be located in the SW/4 of Section 17, T30N-R11W, San Juan County, New Mexico. The recompletion is contingent upon a mechanically sound wellbore. Said Test Well shall be drilled or recompleted to a depth of 2,200 feet or to a depth sufficient to test the Basal Fruitland Coal Formation, whichever is lesser. Maralex's estimated costs for a new, completed well are \$235,750 and for a recompletion are \$140,820, complete, as indicated on the enclosed AFE's. A record check indicates that you own an interest in the 320.00 acre drillsite spacing unit comprised of the S/2 of Section 17, T30N-R11W. Maralex invites you to participate in its proposed well or in lieu of participation, either farmout or sell your interest in the drillsite spacing unit for the Test Well on the following general terms and conditions.

I. Farmout

- 1. Maralex shall commence or cause to be commenced the drilling of the Test Well within ninety (90) days from the date of final execution by yourself and Maralex of a mutually acceptable formal Farmout Agreement. Should Maralex be unable to obtain the required drilling permits from the State and Federal regulatory agencies, you shall grant an extension for the commencement of or allow Maralex to move the location of the Test Well.
- 2. Upon Maralex completing the drilling of the Test Well as a producer, Maralex shall earn 100% of your interest in the drillsite spacing unit and you shall retain a proportionate overriding royalty interest through payout equal to the

difference between landowner's royalty plus overriding royalties in existence as of the date of this Agreement, and 20%. You agree to deliver an eighty percent (80%) net revenue interest lease before payout. Said overriding royalty shall be convertible at payout at your option to a thirty percent (30%) working interest.

- 3. If the Test Well is a dry hole or is incapable of producing in paying quantities, Maralex shall earn seventy percent (70%) of your interest in the drillsite spacing unit.
- 4. All rights earned and retained shall be proportionately reduced and shall be from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Test Well.
- 5. Maralex agrees to drill the Test Well prior to the expiration of the Section 29, Nonconventional Fuel Tax Credit, or any extension of the tax credit period.
- 6. All cost, risk and expense associated with the drilling, testing and completing and /or plugging and abandoning of the Test Well shall be borne by Maralex and you shall receive all geologic and production data obtained by the drilling of the Test Well.
- 7. Maralex and yourself agree to enter into a formal Farmout Agreement covering the Farmout Lands, with an attached AAPL Model Form 610 Joint Operating Agreement(1982) with an attached COPAS Accounting Procedure and Gas Balancing Agreement. Said Joint Operating Agreement shall go into effect upon payout of the Test Well.
- 8. This Farmout is subject to approval by Maralex of title.
- 9. Maralex's liability for failure to commence and drill or recomplete the Test Well shall be limited to the loss of opportunity to earn the interest hereinabove described.

II. Participation

- 1. Maralex and yourself agree to enter into an AAPL Form 610-1982 Joint Operating Agreement with an attached COPAS Accounting Procedure and Gas Balancing Agreement which shall incorporate (among other provisions) the following:
 - a) Article IV.B. shall provide for individual loss of title.
 - b) Maralex shall be designated Operator.
 - c) Article VI.B.2a) shall provide for 100%/100% non-consent

penalties.

- d) Article VI.B.2b) shall provide for 300%/300% non-consent penalties.
- e) Fixed Rate Overhead rates shall be \$2,800 for drilling well rate and \$280 for producing well rate.

III. Sale of Interest

Estate of Luke House

If you elect not to farmout or participate in the Test Well, Maralex would like to purchase your interest in the drillsite spacing unit. Said offer shall be subject to you delivering an 82.5% net revenue interest lease and subject to approval of title by Maralex. If Maralex is unable to acquire the necessary farmouts, participation or pooling of 100% of the interest in the drillsite spacing unit, the offer to purchase shall be null and void.

This letter shall not survive a formal contract which shall incorporate the terms and conditions contained herein. Please indicate your election by executing in the space provided below and returning one (1) copy of this letter to the undersigned on or before June 1, 1990. This Agreement shall be null and void after that time. In addition, please contact me if you have any partners in this leasehold.

Sincerely,

President

A. M. O Have

A. M. O'Hare, P.E.

	Maralex Resources, Inc.
	I elect to participate in the Test Well and return
	the executed AFE. I elect to Farmout my interest in the drillsite spacing unit to Maralex on the terms contained herein. I would entertain an offer to sell my interest in the drillsite spacing unit to Maralex.
Agreed	to and accepted thisday of, 1990.
Ву:	



518 17th St., Suite 1030 Denver, Colorado 80202 (303) 571-4220

May 23, 1990

Estate of Luke House 1639 E. 47th Street Los Angeles, CA 90011 Re: Well Proposal
T 30N-R 11W
Section 17:S/2
San Juan County,
New Mexico
Price Prospect

Gentlemen:

Maralex Resources, Inc. (Maralex) proposes the recompletion of an existing wellbore or the drilling of a new well to be located in the SW/4 of Section 17, T30N-R11W, San Juan County, New Mexico. The recompletion is contingent upon a mechanically sound wellbore. Said Test Well shall be drilled or recompleted to a depth of 2,200 feet or to a depth sufficient to test the Basal Fruitland Coal Formation, whichever is lesser. Maralex's estimated costs for a new, completed well are \$235,750 and for a recompletion are \$140,820, complete, as indicated on the enclosed AFE's. A record check indicates that you own an interest in the 320.00 acre drillsite spacing unit comprised of the S/2 of Section 17, T30N-R11W. Maralex invites you to participate in its proposed well or in lieu of participation, either farmout or sell your interest in the drillsite spacing unit for the Test Well on the following general terms and conditions.

I. Farmout

- 1. Maralex shall commence or cause to be commenced the drilling of the Test Well within ninety (90) days from the date of final execution by yourself and Maralex of a mutually acceptable formal Farmout Agreement. Should Maralex be unable to obtain the required drilling permits from the State and Federal regulatory agencies, you shall grant an extension for the commencement of or allow Maralex to move the location of the Test Well.
- 2. Upon Maralex completing the drilling of the Test Well as a producer, Maralex shall earn 100% of your interest in the drillsite spacing unit and you shall retain a proportionate overriding royalty interest through payout equal to the

difference between landowner's royalty plus overriding royalties in existence as of the date of this Agreement, and 20%. You agree to deliver an eighty percent (80%) net revenue interest lease before payout. Said overriding royalty shall be convertible at payout at your option to a thirty percent (30%) working interest.

- 3. If the Test Well is a dry hole or is incapable of producing in paying quantities, Maralex shall earn seventy percent (70%) of your interest in the drillsite spacing unit.
- 4. All rights earned and retained shall be proportionately reduced and shall be from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Test Well.
- 5. Maralex agrees to drill the Test Well prior to the expiration of the Section 29, Nonconventional Fuel Tax Credit, or any extension of the tax credit period.
- 6. All cost, risk and expense associated with the drilling, testing and completing and /or plugging and abandoning of the Test Well shall be borne by Maralex and you shall receive all geologic and production data obtained by the drilling of the Test Well.
- 7. Maralex and yourself agree to enter into a formal Farmout Agreement covering the Farmout Lands, with an attached AAPL Model Form 610 Joint Operating Agreement(1982) with an attached COPAS Accounting Procedure and Gas Balancing Agreement. Said Joint Operating Agreement shall go into effect upon payout of the Test Well.
- 8. This Farmout is subject to approval by Maralex of title.
- 9. Maralex's liability for failure to commence and drill or recomplete the Test Well shall be limited to the loss of opportunity to earn the interest hereinabove described.

II. Participation

- 1. Maralex and yourself agree to enter into an AAPL Form 610-1982 Joint Operating Agreement with an attached COPAS Accounting Procedure and Gas Balancing Agreement which shall incorporate (among other provisions) the following:
 - a) Article IV.B. shall provide for individual loss of title.
 - b) Maralex shall be designated Operator.
 - c) Article VI.B.2a) shall provide for 100%/100% non-consent

penalties.

- d) Article VI.B.2b) shall provide for 300%/300% non-consent penalties.
- e) Fixed Rate Overhead rates shall be \$2,800 for drilling well rate and \$280 for producing well rate.

III. Sale of Interest

If you elect not to farmout or participate in the Test Well, Maralex would like to purchase your interest in the drillsite spacing unit. Said offer shall be subject to you delivering an 82.5% net revenue interest lease and subject to approval of title by Maralex. If Maralex is unable to acquire the necessary farmouts, participation or pooling of 100% of the interest in the drillsite spacing unit, the offer to purchase shall be null and void.

This letter shall not survive a formal contract which shall incorporate the terms and conditions contained herein. Please indicate your election by executing in the space provided below and returning one (1) copy of this letter to the undersigned on or before June 1, 1990. This Agreement shall be null and void after that time. In addition, please contact me if you have any partners in this leasehold.

Sincerely,

President

S. M. OHan

A. M. O'Hare, P.E.

	Maralex Resources, Inc.
	I elect to participate in the Test Well and return the executed AFE.
	I elect to Farmout my interest in the drillsite
 	spacing unit to Maralex on the terms contained herein. I would entertain an offer to sell my interest in the drillsite spacing unit to Maralex.
Agreed	to and accepted thisday of, 1990.
Ву:	
Esta	ate of Luke House

AUTHORITY FOR EXPENDITURE (AFE)

WELL NAME: COAL WELL RECOMPLETION

LOCATION: Section 18, T30N, R11W

COUNTY:

San Juan STATE: NM

PURPOSE: Recomplete Existing Wells to Fruitland Coals

INTANGIBLE	WORKOVER COSTS		
Service Unit	6 days @ \$1500/ day		9,000.00
Location	Dirt Work and labor Pits (Plastic Lined) Reclamation of reserve pit	\$1000 800 1200	3,000.00
Squeeze Cementing	Cement and Services	4600	4,600.00
Logging & Tests	Open-hole Logging Desorption Analysis Cased-hole Logging BHP Build-up Test Slug Test & other Tests	0 0 2800 3500 1100	7,400.00
Perforating	30 feet @ 4 shots per foot	4900	4,900.00
Stimulation	Fracture Treatment	45000	45,000.00
Rental Equipment	Tanks, BOP's, etc.	1200	1,200.00
Water & Hauling	For Completion Only	2800	2,800.00
Labor	Roustabout work, etc.	6400	6,400.00
Supervision	Engineering & field work	4000	4,000.00
Overhead	Land, Legal, Insurance, etc.	1400	1,400.00
Miscellaneous	Contingency (10%)		8,970.00
•	TOTAL INTANGIBLE DRILLING	COSTS	\$98,670.00

AUTHORITY FOR EXPENDITURE

TANGIBLE	DRILLING COSTS	
Tubulars	0' of 8-5/8, 24#, J55 csg 0' of 5-1/2, 17#, J55 csg 0' of 2-3/8, 4.7#, J55 tbg	\$0.00 0.00 0.00
Rods	2100' of 3/4 Grade D rods	2,550.00
Pumping Equip.	228-175-86 Pumping Unit (used) Downhole pump 2"x1.25"x12'RHBC	12,000.00 2,800.00
Prime Mover	30 Hp Electric Motor w/acces- sories (i.e. Power, Controls, etc.)	4,500.00
Production Unit	Vertical Coal gas separator	12,000.00
Water Storage	400 Barrel Fiberglass tank	4,800.00
Wellhead	Larkin or Hinderlighter head	0.00
Float Equip.	Guide Shoes, Floats, etc.	0.00
Miscellaneous	Polish rod, pumping tee, fuel gas scrubber, radigan, etc.	3,500.00
	TOTAL TANGIBLE DRILLING COSTS	\$42,150.00
	TOTAL INTANGIBLE DRILLING COSTS	\$98,670.00
	AFE GRAND TOTAL COSTS	\$140,820.00

MARALEX AUTHORIZATION:

A. M. O'HARE, P.E.

PRESIDENT

Partner Approval	
(Company Name):	
By:	
Title:	
Date:	

AUTHORITY FOR EXPENDITURE (AFE)

WELL NAME: 2200 FOOT COAL WELL

LOCATION: T30N, R11 & 12W, SAN JUAN COUNTY, NM

INTANGIBLE	DRILLING	COSTS		
Drilling Rig	2200 ft. @ \$1 1 day of dayw	<u>•</u>	ay	\$28,600.00 4,400.00
Completion Rig	5 days @ \$150	0/ day		7,500.00
Location	Dirt Work and Pits (Plastic Reclamation o	Lined)	\$2500 1800 2200	6,500.00
Staking & Permit	\$700 per well			700.00
Damages & ROW	\$2500 per wel	1		2,500.00
Casing & Cmting	Casing Crew Cementing	Surface Production Surface Production	1200 2500 6800	10,500.00
Logging & Tests	Open-hole Logo Desorption And Cased-hole Logo BHP Build-up S Slug Test & of	alysis gging Test	5500 3500 2800 3500 1100	16,400.00
Perforating	30 feet @ 4 sl	nots per foot	4900	4,900.00
Stimulation	Fracture Treat	tment	55000	55,000.00
Rental Equipment	Tanks, BOP's,	etc.	1200	1,200.00
Water & Hauling	For Completion	n Only	2800	2,800.00
Labor	Roustabout wor	ck, etc.	6400	6,400.00
Supervision	Engineering & Geological (Co		4800 700	5,500.00
Overhead	Land, Legal, E	Insurance,	1800	1,800.00
Miscellaneous	Contingency (10%)		15,500.00
	TOTAL INTANGIE	BLE DRILLING (COSTS	\$170,200.00

AUTHORITY FOR EXPENDITURE

TANGIBLE	DRILLING COSTS	
Tubulars	250' of 8-5/8, 24#, J55 csg 2200' of 5-1/2, 17#, J55 csg 2100' of 2-3/8, 4.7#, J55 tbg	\$2,350.00 11,000.00 5,050.00
Rods	2100' of 3/4 Grade D rods	2,550.00
Pumping Equip.	228-175-86 Pumping Unit (used) Downhole pump 2"x1.25"x12'RHBC	12,000.00 2,800.00
Prime Mover	30 Hp Electric Motor w/acces- sories (i.e. Power, Controls, etc.)	4,500.00
Production Unit	Vertical Coal gas separator	12,000.00
Water Storage	400 Barrel Fiberglass tank	4,800.00
Wellhead	Larkin or Hinderlighter head	2,800.00
Float Equip.	Guide Shoes, Floats, etc.	2,200.00
Miscellaneous	Polish rod, pumping tee, fuel gas scrubber, radigan, etc.	3,500.00
	TOTAL TANGIBLE DRILLING COSTS	\$65,550.00
	TOTAL INTANGIBLE DRILLING COSTS	\$170,200.00
	AFE GRAND TOTAL COSTS	\$235,750.00

MARALEX AUTHORIZATION:

A. M. O'HARE, P.E.

PRESIDENT

Partner Approval
(Company Name):
By:
Title:
Date:



518 17th St., Suite 1030 Denver, Colorado 80202 (303) 571-4220

May 23, 1990

Estate of Luke House 1639 E. 47th Street Los Angeles, CA 90011 Re: Well Proposal
T 30N-R 11W
Section 18:N/2
San Juan County,
New Mexico
Brimhall Prospect

Gentlemen:

Maralex Resources, Inc. (Maralex) proposes the recompletion of an existing wellbore or the drilling of a new well to be located in the NE/4 of Section 18, T30N-R11W, San Juan County, New Mexico. The recompletion is contingent upon a mechanically Said Test Well shall be drilled or recompleted sound wellbore. to a depth of 2,200 feet or to a depth sufficient to test the Basal Fruitland Coal Formation, whichever is lesser. Maralex's estimated costs for a new, completed well are \$235,750 and for a recompletion are \$140,820, complete, as indicated on the enclosed AFE's. A record check indicates that you own an interest in the 320.00 acre drillsite spacing unit comprised of the N/2 of Section 18, T30N-R11W. Maralex invites you to participate in its proposed well or in lieu of participation, either farmout or sell your interest in the drillsite spacing unit for the Test Well on the following general terms and conditions.

I. Farmout

- 1. Maralex shall commence or cause to be commenced the drilling of the Test Well within ninety (90) days from the date of final execution by yourself and Maralex of a mutually acceptable formal Farmout Agreement. Should Maralex be unable to obtain the required drilling permits from the State and Federal regulatory agencies, you shall grant an extension for the commencement of or allow Maralex to move the location of the Test Well.
- 2. Upon Maralex completing the drilling of the Test Well as a producer, Maralex shall earn 100% of your interest in the drillsite spacing unit and you shall retain a proportionate overriding royalty interest through payout equal to the

difference between landowner's royalty plus overriding royalties in existence as of the date of this Agreement, and 20%. You agree to deliver an eighty percent (80%) net revenue interest lease before payout. Said overriding royalty shall be convertible at payout at your option to a thirty percent (30%) working interest.

- 3. If the Test Well is a dry hole or is incapable of producing in paying quantities, Maralex shall earn seventy percent (70%) of your interest in the drillsite spacing unit.
- 4. All rights earned and retained shall be proportionately reduced and shall be from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Test Well.
- 5. Maralex agrees to drill the Test Well prior to the expiration of the Section 29, Nonconventional Fuel Tax Credit, or any extension of the tax credit period.
- 6. All cost, risk and expense associated with the drilling, testing and completing and /or plugging and abandoning of the Test Well shall be borne by Maralex and you shall receive all geologic and production data obtained by the drilling of the Test Well.
- 7. Maralex and yourself agree to enter into a formal Farmout Agreement covering the Farmout Lands, with an attached AAPL Model Form 610 Joint Operating Agreement(1982) with an attached COPAS Accounting Procedure and Gas Balancing Agreement. Said Joint Operating Agreement shall go into effect upon payout of the Test Well.
- 8. This Farmout is subject to approval by Maralex of title.
- 9. Maralex's liability for failure to commence and drill or recomplete the Test Well shall be limited to the loss of opportunity to earn the interest hereinabove described.

II. Participation

- 1. Maralex and yourself agree to enter into an AAPL Form 610-1982 Joint Operating Agreement with an attached COPAS Accounting Procedure and Gas Balancing Agreement which shall incorporate (among other provisions) the following:
 - a) Article IV.B. shall provide for individual loss of title.
 - b) Maralex shall be designated Operator.
 - c) Article VI.B.2a) shall provide for 100%/100% non-consent

penalties.

- d) Article VI.B.2b) shall provide for 300%/300% non-consent penalties.
- e) Fixed Rate Overhead rates shall be \$2,800 for drilling well rate and \$280 for producing well rate.

III. Sale of Interest

Estate of Luke House

If you elect not to farmout or participate in the Test Well, Maralex would like to purchase your interest in the drillsite spacing unit. Said offer shall be subject to you delivering an 82.5% net revenue interest lease and subject to approval of title by Maralex. If Maralex is unable to acquire the necessary farmouts, participation or pooling of 100% of the interest in the drillsite spacing unit, the offer to purchase shall be null and void.

This letter shall not survive a formal contract which shall incorporate the terms and conditions contained herein. Please indicate your election by executing in the space provided below and returning one (1) copy of this letter to the undersigned on or before June 1, 1990. This Agreement shall be null and void after that time. In addition, please contact me if you have any partners in this leasehold.

Sincerely,

President

A. M. O Have

A. M. O'Hare, P.E.

	11CD1uche
	Maralex Resources, Inc.
	I elect to participate in the Test Well and return the executed AFE.
	I elect to Farmout my interest in the drillsite spacing unit to Maralex on the terms contained herein.
	I would entertain an offer to sell my interest in the drillsite spacing unit to Maralex.
Agreed	to and accepted thisday of, 1990.
Ву:	



518 17th St., Suite 1030 Denver, Colorado 80202 (303) 571-4220

May 23, 1990

Estate of Luke House 1639 E. 47th Street Los Angeles, CA 90011 Re: Well Proposal
T 30N-R 11W
Section 18:N/2
San Juan County,
New Mexico
Brimhall Prospect

Gentlemen:

Maralex Resources, Inc. (Maralex) proposes the recompletion of an existing wellbore or the drilling of a new well to be located in the NE/4 of Section 18, T30N-R11W, San Juan County, New Mexico. The recompletion is contingent upon a mechanically sound wellbore. Said Test Well shall be drilled or recompleted to a depth of 2,200 feet or to a depth sufficient to test the Basal Fruitland Coal Formation, whichever is lesser. Maralex's estimated costs for a new, completed well are \$235,750 and for a recompletion are \$140,820, complete, as indicated on the enclosed AFE's. A record check indicates that you own an interest in the 320.00 acre drillsite spacing unit comprised of the N/2 of Section 18, T30N-R11W. Maralex invites you to participate in its proposed well or in lieu of participation, either farmout or sell your interest in the drillsite spacing unit for the Test Well on the following general terms and conditions.

I. Farmout

- 1. Maralex shall commence or cause to be commenced the drilling of the Test Well within ninety (90) days from the date of final execution by yourself and Maralex of a mutually acceptable formal Farmout Agreement. Should Maralex be unable to obtain the required drilling permits from the State and Federal regulatory agencies, you shall grant an extension for the commencement of or allow Maralex to move the location of the Test Well.
- 2. Upon Maralex completing the drilling of the Test Well as a producer, Maralex shall earn 100% of your interest in the drillsite spacing unit and you shall retain a proportionate overriding royalty interest through payout equal to the

difference between landowner's royalty plus overriding royalties in existence as of the date of this Agreement, and 20%. You agree to deliver an eighty percent (80%) net revenue interest lease before payout. Said overriding royalty shall be convertible at payout at your option to a thirty percent (30%) working interest.

- 3. If the Test Well is a dry hole or is incapable of producing in paying quantities, Maralex shall earn seventy percent (70%) of your interest in the drillsite spacing unit.
- 4. All rights earned and retained shall be proportionately reduced and shall be from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Test Well.
- 5. Maralex agrees to drill the Test Well prior to the expiration of the Section 29, Nonconventional Fuel Tax Credit, or any extension of the tax credit period.
- 6. All cost, risk and expense associated with the drilling, testing and completing and /or plugging and abandoning of the Test Well shall be borne by Maralex and you shall receive all geologic and production data obtained by the drilling of the Test Well.
- 7. Maralex and yourself agree to enter into a formal Farmout Agreement covering the Farmout Lands, with an attached AAPL Model Form 610 Joint Operating Agreement(1982) with an attached COPAS Accounting Procedure and Gas Balancing Agreement. Said Joint Operating Agreement shall go into effect upon payout of the Test Well.
- 8. This Farmout is subject to approval by Maralex of title.
- 9. Maralex's liability for failure to commence and drill or recomplete the Test Well shall be limited to the loss of opportunity to earn the interest hereinabove described.

II. Participation

- 1. Maralex and yourself agree to enter into an AAPL Form 610-1982 Joint Operating Agreement with an attached COPAS Accounting Procedure and Gas Balancing Agreement which shall incorporate (among other provisions) the following:
 - a) Article IV.B. shall provide for individual loss of title.
 - b) Maralex shall be designated Operator.
 - c) Article VI.B.2a) shall provide for 100%/100% non-consent

penalties.

- d) Article VI.B.2b) shall provide for 300%/300% non-consent penalties.
- e) Fixed Rate Overhead rates shall be \$2,800 for drilling well rate and \$280 for producing well rate.

III. Sale of Interest

If you elect not to farmout or participate in the Test Well, Maralex would like to purchase your interest in the drillsite spacing unit. Said offer shall be subject to you delivering an 82.5% net revenue interest lease and subject to approval of title by Maralex. If Maralex is unable to acquire the necessary farmouts, participation or pooling of 100% of the interest in the drillsite spacing unit, the offer to purchase shall be null and void.

This letter shall not survive a formal contract which shall incorporate the terms and conditions contained herein. Please indicate your election by executing in the space provided below and returning one (1) copy of this letter to the undersigned on or before June 1, 1990. This Agreement shall be null and void after that time. In addition, please contact me if you have any partners in this leasehold.

A. M. O'Have

President

A. M. O'Hare, P.E.

Maralex Resources, Inc.

	I elect to participate in the Test Well and return the executed AFE.
	I elect to Farmout my interest in the drillsite spacing unit to Maralex on the terms contained herein. I would entertain an offer to sell my interest in the drillsite spacing unit to Maralex.
Agreed	to and accepted thisday of, 1990.
Ву:	
Esta	ate of Luke House

AUTHORITY FOR EXPENDITURE (AFE)

WELL NAME: COAL WELL RECOMPLETION

LOCATION: Section 18, T30N, R11W

COUNTY:

San Juan STATE: NM

PURPOSE: Recomplete Existing Wells to Fruitland Coals

INTANGIBLE	WORKOVER COS	TS	
Service Unit	6 days @ \$1500/ day		9,000.00
Location	Dirt Work and labor Pits (Plastic Lined) Reclamation of reserv	\$1000 800 e pit 1200	3,000.00
Squeeze Cementing	Cement and Services	4600	4,600.00
Logging & Tests	Open-hole Logging Desorption Analysis Cased-hole Logging BHP Build-up Test Slug Test & other Tes	0 0 2800 3500 ts 1100	7,400.00
Perforating	30 feet @ 4 shots per	foot 4900	4,900.00
Stimulation	Fracture Treatment	45000	45,000.00
Rental Equipment	Tanks, BOP's, etc.	1200	1,200.00
Water & Hauling	For Completion Only	2800	2,800.00
Labor	Roustabout work, etc.	6400	6,400.00
Supervision	Engineering & field w	ork 4000	4,000.00
Overhead	Land, Legal, Insurance etc.	e, 1400	1,400.00
Miscellaneous	Contingency (10%)		8,970.00
	TOTAL INTANGIBLE DRILE	LING COSTS	\$98,670.00

AUTHORITY FOR EXPENDITURE

TANGIBLE	DRILLING COSTS	
Tubulars	0' of 8-5/8, 24#, J55 csg 0' of 5-1/2, 17#, J55 csg 0' of 2-3/8, 4.7#, J55 tbg	\$0.00 0.00 0.00
Rods	2100' of 3/4 Grade D rods	2,550.00
Pumping Equip.	228-175-86 Pumping Unit (used) Downhole pump 2"x1.25"x12'RHBC	12,000.00 2,800.00
Prime Mover	30 Hp Electric Motor w/acces- sories (i.e. Power, Controls,etc.)	4,500.00
Production Unit	Vertical Coal gas separator	12,000.00
Water Storage	400 Barrel Fiberglass tank	4,800.00
Wellhead	Larkin or Hinderlighter head	0.00
Float Equip.	Guide Shoes, Floats, etc.	0.00
Miscellaneous	Polish rod, pumping tee, fuel gas scrubber, radigan, etc.	3,500.00
	TOTAL TANGIBLE DRILLING COSTS	\$42,150.00
	TOTAL INTANGIBLE DRILLING COSTS	\$98,670.00
	AFE GRAND TOTAL COSTS	\$140,820.00

MARALEX AUTHORIZATION:

A. M. O'HARE, P.E.

PRESIDENT

Partner Approval (Company Name):
ву:
Title:
Date:

AUTHORITY FOR EXPENDITURE (AFE)

WELL NAME: 2200 FOOT COAL WELL

LOCATION:

T30N, R11 & 12W, SAN JUAN COUNTY, NM

INTANGIBLE	DRILLING	COSTS		
Drilling Rig	2200 ft. @ \$1 1 day of dayw		ay	\$28,600.00 4,400.00
Completion Rig	5 days @ \$150	0/ day		7,500.00
Location	Dirt Work and Pits (Plastic Reclamation o	Lined)	\$2500 1800 2200	6,500.00
Staking & Permit	\$700 per well			700.00
Damages & ROW	\$2500 per wel	1		2,500.00
Casing & Cmting	Casing Crew Cementing	Surface Production Surface Production	1200 2500 6800	10,500.00
Logging & Tests	Open-hole Logo Desorption And Cased-hole Logo BHP Build-up ' Slug Test & o	alysis gging Test	5500 3500 2800 3500 1100	16,400.00
Perforating	30 feet @ 4 s	hots per foot	4900	4,900.00
Stimulation	Fracture Trea	tment	55000	55,000.00
Rental Equipment	Tanks, BOP's,	etc.	1200	1,200.00
Water & Hauling	For Completion	n Only	2800	2,800.00
Labor	Roustabout wo	rk, etc.	6400	6,400.00
Supervision	Engineering & Geological (Co		4800 700	5,500.00
Overhead	Land, Legal, : etc.	Insurance,	1800	1,800.00
Miscellaneous	Contingency (10%)	_	15,500.00
	TOTAL INTANGI	BLE DRILLING (COSTS	\$170,200.00

AUTHORITY FOR EXPENDITURE

TANGIBLE	DRILLING COSTS	
Tubulars	250' of 8-5/8, 24#, J55 csg 2200' of 5-1/2, 17#, J55 csg 2100' of 2-3/8, 4.7#, J55 tbg	\$2,350.00 11,000.00 5,050.00
Rods	2100' of 3/4 Grade D rods	2,550.00
Pumping Equip.	228-175-86 Pumping Unit (used) Downhole pump 2"x1.25"x12'RHBC	12,000.00 2,800.00
Prime Mover	30 Hp Electric Motor w/acces- sories (i.e. Power, Controls, etc.)	4,500.00
Production Unit	Vertical Coal gas separator	12,000.00
Water Storage	400 Barrel Fiberglass tank	4,800.00
Wellhead	Larkin or Hinderlighter head	2,800.00
Float Equip.	Guide Shoes, Floats, etc.	2,200.00
Miscellaneous	Polish rod, pumping tee, fuel gas scrubber, radigan, etc.	3,500.00
	TOTAL TANGIBLE DRILLING COSTS	\$65,550.00
	TOTAL INTANGIBLE DRILLING COSTS	\$170,200.00
	AFE GRAND TOTAL COSTS	\$235,750.00

MARALEX AUTHORIZATION:

A. M. O'HARE, P.E.

PRESIDENT

Partner Approval
(Company Name):
 By:
Title:
Date: