

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

RUSHING NJ DEEP COM #3

OPERATING AGREEMENT

DATED

OCTOBER 1, 2004

OPERATOR YATES PETROLEUM CORPORATION

CONTRACT AREA Townshp 19 South, Range 25 East, NMPM

Section 6: E/2

COUNTY OR PARISH OF EDDY COUNTY **STATE OF** NEW MEXICO

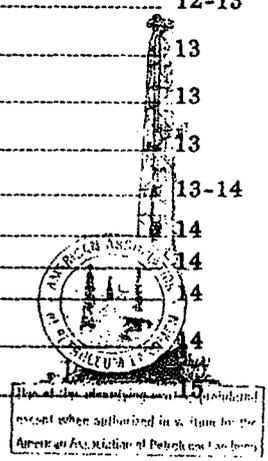
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AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM. A.A.P.L. NO. 610 - 1977 REVISED
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800, TULSA 74101

BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 13461 Exhibit No. 5
Submitted By:
Yates Petroleum Corporation
Hearing Date: April 7, 2005

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

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between YATES PETROLEUM CORPORATION, a New Mexico corporation, 105 S. 4th Street, Artesia, NM 88210, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators",

WITNESSETH:

WHEREAS, the parties to this agreement are owners of oil and gas leases and/or oil and gas interests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore and develop these leases and/or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.

D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties.

F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.

G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II. EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

- [X] A. Exhibit "A", shall include the following information: (1) Identification of lands subject to agreement, (2) Restrictions, if any, as to depths or formations, (3) Percentages or fractional interests of parties to this agreement, (4) Oil and gas leases and/or oil and gas interests subject to this agreement, (5) Addresses of parties for notice purposes. [] B. Exhibit "B", Form of Lease. [X] C. Exhibit "C", Accounting Procedure. [X] D. Exhibit "D", Insurance. [X] E. Exhibit "E", Gas Balancing Agreement. [X] F. Exhibit "F", Non-Discrimination and Certification of Non-Segregated Facilities.

If any provision of any exhibit, except Exhibit "E", is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

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4 **ARTICLE III.**
5 **INTERESTS OF PARTIES**

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10 **A. Oil and Gas Interests:**
11

12 If any party owns an unleased oil and gas interest in the Contract Area, that interest shall be
13 treated for the purpose of this agreement and during the term hereof as if it were a leased interest
14 under the form of oil and gas lease attached as Exhibit "B". As to such interest, the owner shall re-
15 ceive royalty on production as prescribed in the form of oil and gas lease attached hereto as Exhibit
16 "B". Such party shall, however, be subject to all of the provisions of this agreement relating to lessees,
17 to the extent that it owns the lessee interest.
18

19
20
21 **B. Interest of Parties in Costs and Production:**
22

23 Exhibit "A" lists all of the parties and their respective percentage or fractional interests under this
24 agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under
25 this agreement shall be borne and paid, and all equipment and material acquired in operations on the
26 Contract Area shall be owned by the parties as their interests are shown in Exhibit "A". All produc-
27 tion of oil and gas from the Contract Area, subject to the payment of lessor's royalties ~~which will be~~
28 ~~borne by the Joint Account~~, shall also be owned by the parties in the same manner during the term
29 hereof; provided, however, this shall not be deemed an assignment or cross-assignment of interests cov-
30 ered hereby.
31

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34 **ARTICLE IV.**
35 **TITLES**

36
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38 **A. Title Examination:**
39

40 Title examination shall be made on the drillsite of any proposed well prior to commencement of
41 drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases
42 and/or oil and gas interests included, or planned to be included, in the drilling unit around such well.
43 The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty
44 and production payments under the applicable leases. At the time a well is proposed, each party con-
45 tributing leases and/or oil and gas interests to the drillsite, or to be included in such drilling unit, shall
46 furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers
47 and curative material in its possession free of charge. All such information not in the possession of or
48 made available to Operator by the parties, but necessary for the examination of title, shall be obtained
49 by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys.
50 Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in
51 this title program shall be borne as follows:
52

53 ~~Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including~~
54 ~~preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a~~
55 ~~part of the administrative overhead as provided in Exhibit "C," and shall not be a direct charge, whether~~
56 ~~performed by Operator's staff attorneys or by outside attorneys.~~
57

58 Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys
59 for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division
60 order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each
61 Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A".
62 Operator shall make no charge for services rendered by its staff attorneys or other personnel in the
63 performance of the above functions.
64

65 Each party shall be responsible for securing curative matter and pooling amendments or agreements
66 required in connection with leases or oil and gas interests contributed by such party. The Operator shall be
67 responsible for the preparation and recording of Pooling Designations or Declarations as well as the
68 conduct of hearings before Governmental Agencies for the securing of spacing or pooling orders. This
69 shall not prevent any party from appearing on its own behalf at any such hearing.
70

71 No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit
72 has been examined as above provided, and (2) the title has been approved by the examining attorney or
73 title has been accepted by all of the parties who are to participate in the drilling of the well.
74

75 **B. Loss of Title:**
76

77 1. Failure of Title: Should any oil and gas interest or lease, or interest therein, be lost through
78 failure of title, which loss results in a reduction of interest from that shown on Exhibit "A", this agree-
79 ment, nevertheless, shall continue in force as to all remaining oil and gas leases and interests; and
80 (a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone
81 the entire loss and it shall not be entitled to recover from Operator or the other parties any development
82

1 or operating costs which it may have theretofore paid, but there shall be no monetary liability on its
2 part to the other parties hereto for drilling, development, operating or other similar costs by reason of
3 such title failure; and

4 (b) There shall be no retroactive adjustment of expenses incurred or revenues received from the
5 operation of the interest which has been lost, but the interests of the parties shall be revised on an acre-
6 age basis, as of the time it is determined finally that title failure has occurred, so that the interest of
7 the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract
8 Area by the amount of the interest lost; and

9 (c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled
10 on the Contract Area is increased by reason of the title failure, the party whose title has failed shall
11 receive the proceeds attributable to the increase in such interests (less costs and burdens attributable
12 thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well;
13 and

14 (d) Should any person not a party to this agreement, who is determined to be the owner of any in-
15 terest in the title which has failed, pay in any manner any part of the cost of operation, development,
16 or equipment, such amount shall be paid to the party or parties who bore the costs which are so refund-
17 ed; and

18 (e) Any liability to account to a third party for prior production of oil and gas which arises by
19 reason of title failure shall be borne by the party or parties in the same proportions in which they shared
20 in such prior production; and

21 (f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection
22 with the defense of the interest claimed by any party hereto, it being the intention of the parties
23 hereto that each shall defend title to its interest and bear all expenses in connection therewith.

24

25 2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight,
26 any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously
27 paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against
28 the party who failed to make such payment. Unless the party who failed to make the required payment
29 secures a new lease covering the same interest within ninety (90) days from the discovery of the fail-
30 ure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of
31 the parties shall be revised on an acreage basis, effective as of the date of termination of the lease in-
32 volved, and the party who failed to make proper payment will no longer be credited with an interest in
33 the Contract Area on account of ownership of the lease or interest which has terminated. In the event
34 the party who failed to make the required payment shall not have been fully reimbursed, at the time of
35 the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an
36 acreage basis, for the development and operating costs theretofore paid on account of such interest, it
37 shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the
38 cost of any dry hole previously drilled or wells previously abandoned) from so much of the following
39 as is necessary to effect reimbursement:

40 (a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost
41 interest, on an acreage basis, up to the amount of unrecovered costs;

42 (b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an
43 acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production
44 from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable
45 to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said
46 portion of the oil and gas to be contributed by the other parties in proportion to their respective in-
47 terests; and

48 (c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or
49 becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or be-
50 coming a party to this agreement.

51

52 3. Other Losses: All losses incurred, other than those set forth in Articles IV.B.1. and IV.B.2.
53 above, shall not be considered failure of title but shall be joint losses and shall be borne by all parties
54 in proportion to their interests. There shall be no readjustment of interests in the remaining portion of
55 the Contract Area.

56

57

58 **ARTICLE V.**
59 **OPERATOR**

58

59

60

60 **A. DESIGNATION AND RESPONSIBILITIES OF OPERATOR:**

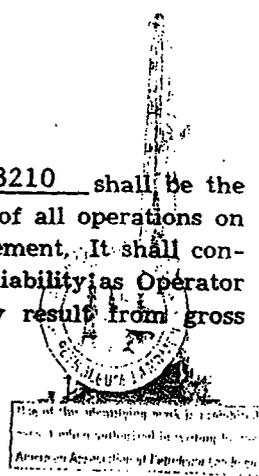
61

62 YATES PETROLEUM CORPORATION, 105 South 4th Street, Artesia, NM 88210 shall be the
63 Operator of the Contract Area, and shall conduct and direct and have full control of all operations on
64 the Contract Area as permitted and required by, and within the limits of, this agreement. It shall con-
65 duct all such operations in a good and workmanlike manner, but it shall have no liability as Operator
66 to the other parties for losses sustained or liabilities incurred, except such as may result from gross
67 negligence or willful misconduct.

68

69

70



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

2
3 1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice
4 thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest in the
5 Contract Area, or is no longer capable of serving as Operator, it shall cease to be Operator without any
6 action by Non-Operator, except the selection of a successor. Operator may be removed if it fails or
7 refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership,
8 by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on owner-
9 ship as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting
10 interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M.
11 on the first day of the calendar month following the expiration of ninety (90) days after the giving of
12 notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor
13 Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effect-
14 ive date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of
15 a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary,
16 parent or successor corporation shall not be the basis for removal of Operator.

17
18 2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Op-
19 erator shall be selected by the Parties. The successor Operator shall be selected from the parties owning
20 an interest in the Contract Area at the time such successor Operator is selected. If the Operator that
21 is removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the
22 affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown
23 on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of the
24 Operator that was removed.

25
26 **C. Employees:**

27
28 The number of employees used by Operator in conducting operations hereunder, their selection,
29 and the hours of labor and the compensation for services performed, shall be determined by Operator,
30 and all such employees shall be the employees of Operator.

31
32 **D. Drilling Contracts:**

33
34 All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual
35 rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the
36 drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate
37 of such charges shall be agreed upon by the parties in writing before drilling operations are com-
38 menced, and such work shall be performed by Operator under the same terms and conditions as are
39 customary and usual in the area in contracts of independent contractors who are doing work of a sim-
40 ilar nature.

41
42 **ARTICLE VI.**
43 **DRILLING AND DEVELOPMENT**

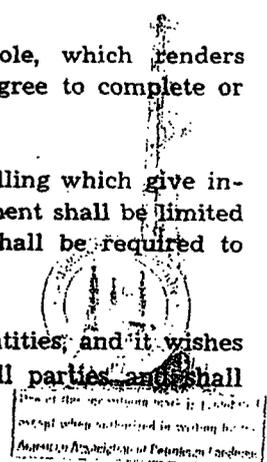
44
45 **A. Initial Well:**

46
47 On or before the 1st day of MARCH, 20⁰⁵, Operator shall commence the drill-
48 ing of a well for oil and gas at the following location:
49 Township 19 South, Range 25 East, NMPM
50 Section 6: 990' FSL & 1350' FEL
51 Eddy County, New Mexico
52 or a legal location in the E/2 of Section 6.
53 and shall thereafter continue the drilling of the well with due diligence to test the Morrow
54 formation, at approximately 8950' below the surface.

55
56
57
58 unless granite or other practically impenetrable substance or condition in the hole, which renders
59 further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or
60 abandon the well at a lesser depth.

61
62 Operator shall make reasonable tests of all formations encountered during drilling which give in-
63 dication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited
64 in its application to a specific formation or formations, in which event Operator shall be required to
65 test only the formation or formations to which this agreement may apply.

66
67 If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes
68 to plug and abandon the well as a dry hole, it shall first secure the consent of all parties, and shall
69 plug and abandon same as provided in Article VI.E.1. hereof.



1 **B. Subsequent Operations:**

2
 3 1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area
 4 other than the well provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled
 5 at the joint expense of all parties or a well jointly owned by all the parties and not then producing
 6 in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the
 7 other parties written notice of the proposed operation, specifying the work to be performed, the loca-
 8 tion, proposed depth, objective formation and the estimated cost of the operation. The parties receiv-
 9 ing such a notice shall have thirty (30) days after receipt of the notice within which to notify the
 10 parties wishing to do the work whether they elect to participate in the cost of the proposed operation.
 11 If a drilling rig is on location, notice of proposal to rework, plug back or drill deeper may be given
 12 by telephone and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday,
 13 Sunday or legal holidays. Failure of a party receiving such notice to reply within the period above fixed
 14 shall constitute an election by that party not to participate in the cost of the proposed operation. Any
 15 notice or response given by telephone shall be promptly confirmed in writing.

16
 17 2. Operations by Less than All Parties: If any party receiving such notice as provided in Article
 18 VI.B.1. or VI.E.1. elects not to participate in the proposed operation, then, in order to be entitled to
 19 the benefits of this article, the party or parties giving the notice and such other parties as shall elect
 20 to participate in the operation shall, within sixty (60) days after the expiration of the notice period of
 21 thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period
 22 where the drilling rig is on location, as the case may be) actually commence work on the proposed
 23 operation and complete it with due diligence. Operator shall perform all work for the account of the
 24 Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Op-
 25 erator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform
 26 the work required by such proposed operation for the account of the Consenting Parties, or (b) desig-
 27 nate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when
 28 conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms
 29 and conditions of this agreement.

30
 31 If less than all parties approve any proposed operation, the proposing party, immediately after the
 32 expiration of the applicable notice period, shall advise the Consenting Parties of (a) the total interest
 33 of the parties approving such operation, and (b) its recommendation as to whether the Consenting Par-
 34 ties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48)
 35 hours (exclusive of Saturday, Sunday or legal holidays) after receipt of such notice, shall advise the
 36 proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A",
 37 or (b) carry its proportionate part of Non-Consenting Parties' interest. The proposing party, at its
 38 election, may withdraw such proposal if there is insufficient participation, and shall promptly notify
 39 all parties of such decision.

40
 41 The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in
 42 the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting
 43 Parties shall keep the leasehold estates involved in such operations free and clear of all liens and
 44 encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such
 45 an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole
 46 cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions
 47 of this Article results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall
 48 complete and equip the well to produce at their sole cost and risk, and the well shall then be turned
 49 over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties.
 50 Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such
 51 well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party
 52 shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and
 53 be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's
 54 interest in the well and share of production therefrom until the proceeds of the sale of such share,
 55 calculated at the well, or market value thereof if such share is not sold (after deducting production
 56 taxes, crude oil excise taxes, royalty, overriding royalty and other interests existing on the effective date hereof, payable out of or
 57 measured by the production from such well accruing with respect to such interests until it reverts) shall equal the total of the
 58 following:

59
 60 (a) 200% of each such Non-Consenting Party's share of the cost of any newly acquired surface
 61 equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators,
 62 treaters, pumping equipment and piping), plus 200% of each such Non-Consenting Party's share of the
 63 cost of operation of the well commencing with first production and continuing until each such Non-
 64 Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being
 65 agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which
 66 would have been chargeable to each Non-Consenting Party had it participated in the well from the be-
 67 ginning of the operation; and

68
 69 (b) 500 % of that portion of the costs and expenses of drilling reworking, deepening, or plugging
 70 back, testing and completing, after deducting any cash contributions received under Article VIII.C. and

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1 500% of that portion of the cost of newly acquired equipment in the well (to and including the well-
2 head connections), which would have been chargeable to such Non-Consenting Party if it had partici-
3 pated therein.

4
5 Gas production attributable to any Non - Consenting Party's relinquished interest upon such Party's
6 election, shall be sold to its purchaser, if available, under the terms of its existing gas sales con-
7 tract. Such Non - Consenting Party shall direct its purchaser to remit the proceeds receivable from
8 such sale direct to the Consenting Parties until the amounts provided for in this Article are recov-
9 ered from the Non - Consenting Party's relinquished interest. If such Non - Consenting Party has not
10 contracted for sale of its gas at the time such gas is available for delivery, or has not made the elec-
11 tion as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-
12 Consenting Party's share of gas as hereinabove provided during the recoupment period.

13
14 During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share
15 of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of
16 all production, crude oil excise taxes, severance, gathering and other taxes, and all royalty, overriding royalty and other burdens
17 applicable to Non-Consenting Party's share of production.

18
19 In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall
20 be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of
21 all such equipment shall remain unchanged; and upon abandonment of a well after such reworking,
22 plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the
23 owners thereof, with each party receiving its proportionate part in kind or in value, less cost of
24 salvage.

25
26 Within sixty (60) days after the completion of any operation under this Article, the party con-
27 ducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an in-
28 ventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling,
29 deepening, plugging back, testing, completing, and equipping the well for production; or, at its option,
30 the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed
31 statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being
32 reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furn-
33 ish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the
34 operation of the well, together with a statement of the quantity of oil and gas produced from it and the
35 amount of proceeds realized from the sale of the well's working interest production during the preceding
36 month. In determining the quantity of oil and gas produced during any month, Consenting Parties
37 shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any
38 amount realized from the sale or other disposition of equipment newly acquired in connection with any
39 such operation which would have been owned by a Non-Consenting Party had it participated therein
40 shall be credited against the total unreturned costs of the work done and of the equipment purchased,
41 in determining when the interest of such Non-Consenting Party shall revert to it as above provided;
42 and if there is a credit balance, it shall be paid to such Non-Consenting party.

43
44 If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest
45 the amounts provided for above, the relinquished interests of such Non-Consenting Party shall auto-
46 matically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same
47 interest in such well, the material and equipment in or pertaining thereto, and the production there-
48 from as such Non-Consenting Party would have been entitled to had it participated in the drilling,
49 reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be
50 charged with and shall pay its proportionate part of the further costs of the operation of said well in
51 accordance with the terms of this agreement and the Accounting Procedure, attached hereto.

52
53 Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent
54 of all parties, no wells shall be completed in or produced from a source of supply from which a well
55 located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing
56 well spacing pattern for such source of supply.

57
58 The provisions of this Article shall have no application whatsoever to the drilling of the initial
59 well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b)
60 to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall
61 prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article
62 VI.A.

63
64 **C. Right to Take Production in Kind:**

65
66 Each party shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced from
67 the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and
68 treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate
69 disposition by any party of its proportionate share of the production shall be borne by such party. Any party taking its share of
70 production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

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

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

7
8 Each party shall execute such division orders and contracts as may be necessary for the sale of its
9 interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled
10 to receive payment direct from the purchaser thereof for its share of all production.

11
12 In the event any party shall fail to make the arrangements necessary to take in kind or separately
13 dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have
14 the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such
15 oil and gas or sell it to others at any time and from time to time, for the account of the non-taking
16 party at the best price obtainable in the area for such production. Any such purchase or sale by Op-
17 erator shall be subject always to the right of the owner of the production to exercise at any time its
18 right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a
19 purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for
20 such reasonable periods of time as are consistent with the minimum needs of the industry under the
21 particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the
22 foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's
23 share of gas production without first giving such other party thirty (30) days notice of such intended
24 sale.

25
26 In the event any party hereto is not at any time taking or marketing its share of gas production and Operator is either (i)
27 unwilling to purchase or sell or (ii) unable to obtain the prior written consent to purchase or sell such party's share of gas production,
28 or in the event any party has contracted to sell its share of gas produced from the Contract Area to a purchaser which does not at any
29 time while this agreement is in effect take the full share of gas attributable to the interest of such party, then in any such event the
30 terms and conditions of the Gas Balancing Agreement attached hereto as Exhibit "E" and incorporated herein shall automatically
31 become effective.

32
33 **D. Access to Contract Area and Information:**

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

43
44 **E. Abandonment of Wells:**

45
46 1. Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2., any well
47 which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole
48 shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent
49 effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours
50 (exclusive of Saturday, Sunday or legal holidays) after receipt of notice of the proposal to plug and
51 abandon such well, such party shall be deemed to have consented to the proposed abandonment. All
52 such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost,
53 risk and expense of the parties who participated in the cost of drilling of such well. Any party who ob-
54 jects to the plugging and abandoning such well shall have the right to take over the well and conduct
55 further operations in search of oil and/or gas subject to the provisions of Article VI.B.

56
57 2. Abandonment of Wells that have Produced: Except for any well which has been drilled or re-
58 worked pursuant to Article VI.B.2. hereof for which the Consenting Parties have not been fully reim-
59 bursed as therein provided, any well which has been completed as a producer shall not be plugged and
60 abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall
61 be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense
62 of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment
63 of such well, all parties do not agree to the abandonment of any well, those wishing to continue its op-
64 eration shall tender to each of the other parties its proportionate share of the value of the well's salvageable
65 material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated
66 cost of salvaging and the estimated cost of plugging and abandoning. Any party's failure to timely
67 respond within said thirty (30) days shall be deemed to consent to abandonment. Each abandoning party shall assign to the non-
68 abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and
69 material, all of its interest in the well and related equipment, together with its interest in the leasehold estate. If the interest of the
70 abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an
oil and gas lease, limited to the interval or intervals of the formation or formations with the Contract Area for a term of one year and
so long thereafter as oil and or gas is produced from the interval or intervals of the formation or formations covered thereby, such

1 lease to be on the form attached as Exhibit "B". The assignments or leases so limited shall encompass the "drilling unit" upon which
 2 the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of
 3 their respective percentages of participation in the Contract Area to the aggregate of the percentages of participation in the Contract
 4 Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Contract Area.
 5
 6
 7

8 Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the op-
 9 eration of or production from the well in the interval or intervals then open other than the royalties
 10 retained in any lease made under the terms of this Article. Upon request, Operator shall continue to
 11 operate the assigned well for the account of the non-abandoning parties at the rates and charges con-
 12 templated by this agreement, plus any additional cost and charges which may arise as the result of
 13 the separate ownership of the assigned well.
 14

15 **ARTICLE VII.**
 16 **EXPENDITURES AND LIABILITY OF PARTIES**

17
 18 **A. Liability of Parties:**

19
 20 The liability of the parties shall be several, not joint or collective. Each party shall be responsible
 21 only for its obligations, and shall be liable only for its proportionate share of the costs of developing
 22 and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are
 23 given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall
 24 this agreement be construed as creating, a mining or other partnership or association, or to render the
 25 parties liable as partners.
 26

27 **B. Liens and Payment Defaults:**

28
 29 Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a
 30 security interest in its share of oil and/or gas when extracted and its interest in all equipment, to secure
 31 payment of its share of expense, together with interest thereon at the rate provided in the Accounting
 32 Procedure attached hereto as Exhibit "C". To the extent that Operator has a security interest under the
 33 Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies
 34 of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator
 35 for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien
 36 rights or security interest as security for the payment thereof. In addition, upon default by any Non-
 37 Operator in the payment of its share of expense, Operator shall have the right, without prejudice to
 38 other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's
 39 share of oil and/or gas until the amount owed by such Non-Operator, including reasonable attorney fees in the event of suit to collect
 40 any delinquency, plus interest has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning
 41 the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's
 42 proportionate share of expense.
 43

44 If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of
 45 a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by
 46 Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the in-
 47 terest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimburse-
 48 ment thereof, be subrogated to the security rights described in the foregoing paragraph.
 49

50 **C. Payments and Accounting:**

51
 52 Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses
 53 incurred in the development and operation of the Contract Area pursuant to this agreement and shall
 54 charge each of the parties hereto with their respective proportionate shares upon the expense basis pro-
 55 vided in the Accounting Procedure attached hereto as Exhibit "C". Operator shall keep an accurate
 56 record of the joint account hereunder, showing expenses incurred and charges and credits made and
 57 received.
 58

59 Operator, at its election, shall have the right from time to time to demand and receive from the
 60 other parties payment in advance of their respective shares of the estimated amount of the expense to
 61 be incurred in operations hereunder during the next succeeding month, which right may be exercised only
 62 by submission to each such party of an itemized statement of such estimated expense, together with
 63 an invoice for its share thereof. Each such statement and invoice for the payment in advance of esti-
 64 mated expense shall be submitted on or before the 20th day of the next preceding month. Each party
 65 shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such es-
 66 timate and invoice is received. If any party fails to pay its share of said estimate within said time, the
 67 amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall
 68 be made monthly between advances and actual expense to the end that each party shall bear and pay its
 69 proportionate share of actual expenses incurred, and no more.
 70

Doc. of the operating unit is paid and
 actual when authorized in writing by the
 American Association of Petroleum Landmen

1 **D. Limitation of Expenditures:**

2
3 1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, ex-
4 cept any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this Agreement, it being
5 understood that the consent to the drilling or deepening shall include:

6
7 ~~Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and~~
8 ~~equipping of the well, including necessary tankage and/or surface facilities.~~

9
10 Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When
11 such well has reached its authorized depth, and all tests have been completed, Operator shall give im-
12 mediate notice to the Non-Operators who have the right to participate in the completion costs. The parties
13 receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holi-
14 days) in which to elect to participate in the setting of casing and the completion attempt. Such election,
15 when made, shall include consent to all necessary expenditures for the completing and equipping of such
16 well, including necessary tankage and/or surface facilities. Failure of any party receiving such notice
17 to reply within the period above fixed shall constitute an election by that party not to participate in
18 the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and
19 to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or
20 plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to
21 the operations thereafter conducted by less than all parties.
22

23 2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged
24 back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agree-
25 ment, it being understood that the consent to the reworking or plugging back of a well shall include
26 consent to all necessary expenditures in conducting such operations and completing and equipping of
27 said well, including necessary tankage and/or surface facilities.
28

29 3. Other Operations: Operator shall not undertake any single project reasonably estimated to require
30 an expenditure in excess of FORTY THOUSAND Dollars (\$ 40,000.00)
31 except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plug-
32 ging back of which has been previously authorized by or pursuant to this agreement; provided, how-
33 ever, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different
34 nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with
35 the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emer-
36 gency to the other parties. If Operator prepares "Authority for Expenditures" for its own use,
37 Operator, upon request, shall furnish copies of its "Authority for Expenditures" for any single project
38 costing in excess of TWENTY-FIVE THOUSAND Dollars (\$ 25,000.00).
39

40 **E. Royalties, Overriding Royalties and Other Payments:**

41
42 Each party shall pay or deliver, or cause to be paid or delivered, all royalties to the extent of
43 1/8 of 8/8ths due on its share of production and shall hold the other parties free
44 from any liability therefor. If the interest of any party in any oil and gas lease covered by this agree-
45 ment is subject to any royalty, overriding royalty, production payment, or other charge over and above
46 the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account
47 for or cause to be accounted for, such interest to the owners thereof.

48 No party shall ever be responsible, on any price basis higher than the price received by such party, to any other party's lessor or royalty owner, and if any such other
49 party's lessor or royalty owner should demand and receive settlements on a higher price basis, the party contributing such lease shall bear the royalty burden insofar as such
50 higher price is concerned.

51 It is recognized by the parties hereto that in addition to each party's share of working interest production as shown in Exhibit "A", such party shall have the right,
52 subject to existing contracts, to market the royalty gas attributable to each lease which it contributes to the Contract Area and to receive payments due for such royalty gas
53 produced from or allocated to such lease or leases. It is agreed that, regardless of whether each party markets or contracts for its share of gas, including the royalty gas
54 under the leases which it contributed to the Contract Area, such party agrees to pay or cause to be paid to the royalty owners under its lease or leases the proceeds
55 attributable to their respective royalty interest and to hold all other parties hereto harmless for its failure to do so.

56 **F. Rentals, Shut-in Well Payments and Minimum Royalties:**

57 Rentals, shut-in well payments and minimum royalties which may be required under the terms of
58 any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their
59 expense. In the event two or more parties own and have contributed interests in the same lease to this
60 agreement, such parties may designate one of such parties to make said payments for and on behalf of all
61 such parties. Any party may request, and shall be entitled to receive, proper evidence of all such pay-
62 ments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum
63 royalty through mistake or oversight where such payment is required to continue the lease in force,
64 any loss which results from such non-payment shall be borne in accordance with the provisions of Article
65 IV.B.2.

66 Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well or the shut-
67 ting in or return to production of a producing gas well, at least five (5) days (excluding Saturday Sun-
68 day and holidays), or at the earliest opportunity permitted by circumstances, prior to taking such action,
69 but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-
70 Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments

1 of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article
2 IV.B.3.

3
4 **G. Taxes:**

5
6 Beginning with the first calendar year after the effective date hereof, Operator shall render for ad
7 valorem taxation all property subject to this agreement which by law should be rendered for such
8 taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the ren-
9 dition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be
10 limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests con-
11 tributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its
12 being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in
13 ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold
14 estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such
15 reduction. Operator shall bill other parties for their proportionate share of all tax payments in the man-
16 ner provided in Exhibit "C".

17
18 If Operator considers any tax assessment improper, Operator may, at its discretion, protest within
19 the time and manner prescribed by law, and prosecute the protest to a final determination, unless all
20 parties agree to abandon the protest prior to final determination. During the pendency of administrative
21 or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and
22 penalty. When any such protested assessment shall have been finally determined, Operator shall pay
23 the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then
24 be assessed against the parties, and be paid by them, as provided in Exhibit "C".

25
26 Each party shall pay or cause to be paid all production, severance, gathering and other taxes im-
27 posed upon or with respect to the production or handling of such party's share of oil and/or gas pro-
28 duced under the terms of this agreement.

29
30 **H. Insurance:**

31
32 At all times while operations are conducted hereunder, Operator shall comply with the Workmen's
33 Compensation Law of the State where the operations are being conducted; provided, however, that Op-
34 erator may be a self-insurer for liability under said compensation laws in which event the only charge
35 that shall be made to the joint account shall be an amount equivalent to the premium which would have
36 been paid had such insurance been obtained. Operator shall also carry or provide insurance for the
37 benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof.
38 Operator shall require all contractors engaged in work on or for the Contract Area to comply with the
39 Workmen's Compensation Law of the State where the operations are being conducted and to maintain
40 such other insurance as Operator may require.

41
42 In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently
43 receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for
44 such insurance for Operator's fully owned automotive equipment.

45
46 **ARTICLE VIII.**
47 **ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST**

48
49 **A. Surrender of Leases:**

50
51 The leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall
52 not be surrendered in whole or in part unless all parties consent thereto. However, no consent shall be
53 necessary to release a lease which has expired or otherwise terminated.

54 However, should any party desire to surrender its interest in any lease or in any portion thereof, and
55 other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express
56 or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and
57 equipment which may be located thereon and any rights in production thereafter secured, to the parties
58 not desiring to surrender it. If the interest of the assigning party includes an oil and gas interest, the as-
59 signing party shall execute and deliver to the party or parties not desiring to surrender an oil and gas
60 lease covering such oil and gas interest for a term of one year and so long thereafter as oil and/or gas
61 is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B".
62 Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing,
63 but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon,
64 and the assigning party shall have no further interest in the lease assigned and its equipment and pro-
65 duction other than the royalties retained in any lease made under the terms of this Article. The parties
66 assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells
67 and equipment on the assigned acreage. The value of all material shall be determined in accordance
68 with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plug-
69 ging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall

1 be shared by the parties assignee in the proportions that the interest of each bears to the interest of all
2 parties assignee.

3
4 Any assignment or surrender made under this provision shall not reduce or change the assignor's or
5 surrendering parties' interest, as it was immediately before the assignment, in the balance of the Contract
6 Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter
7 be subject to the terms and provisions of this agreement.

8
9 **B. Renewal or Extension of Leases:**

10
11 If any party secures a renewal of any oil and gas lease subject to this Agreement, all other parties
12 shall be notified promptly, and shall have the right for a period of thirty (30) days following receipt
13 of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such
14 lease affects lands within the Contract Area, by paying to the party who acquired it their several proper
15 proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area,
16 which shall be in proportion to the interests held at that time by the parties in the Contract Area.

17
18 If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it
19 shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of
20 their respective percentage of participation in the Contract Area to the aggregate of the percentages
21 of participation in the Contract Area of all parties participating in the purchase of such renewal lease.
22 Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement.

23
24 Each party who participates in the purchase of a renewal lease shall be given an assignment without warranty of its
25 proportionate interest therein by the acquiring party.

26
27 The provisions of this Article shall apply to renewal leases whether they are for the entire interest
28 covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease
29 taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after
30 the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted
31 for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal
32 lease and shall not be subject to the provisions of this agreement.

33
34 The provisions in this Article shall apply also and in like manner to extensions of oil and gas
35 leases. The provisions of this Article VIII-B shall only apply to leases, or portions of leases, located within the Contract Area.

36
37 **C. Acreage or Cash Contributions:**

38
39 While this agreement is in force, if any party contracts for a contribution of cash toward the drilling
40 of a well or any other operation on the Contract Area, such contribution shall be paid to the party who
41 conducted the drilling or other operation and shall be applied by it against the cost of such drilling or
42 other operation. If the contribution be in the form of acreage, the party to whom the contribution is
43 made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling
44 Parties in the proportions said Drilling Parties shared the cost of drilling the well. If all parties hereto
45 are Drilling Parties and accept such tender, such acreage shall become a part of the Contract Area and
46 be governed by the provisions of this agreement. If less than all parties hereto are Drilling Parties and
47 accept such tender, such acreage shall not become a part of the Contract Area. Each party shall prompt-
48 ly notify all other parties of all acreage or money contributions it may obtain in support of any well or
49 any other operation on the Contract Area.

50
51 If any party contracts for any consideration relating to disposition of such party's share of substances
52 produced hereunder, such consideration shall not be deemed a contribution as contemplated in this
53 Article VIII.C. This paragraph shall not be applicable to the contribution of acreage by farmout toward the Initial, or any Substitute,
54 or Option Test Well.

55 **D. Subsequently Created Interest:**

56
57 Notwithstanding the provisions of Article VIII.E. and VIII.G., if any party hereto shall, subsequent
58 to execution of this agreement, create an overriding royalty, production payment, or net proceeds inter-
59 est, which such interests are hereinafter referred to as "subsequently created interest", such subsequently
60 created interest shall be specifically made subject to all of the terms and provisions of this agreement, as
61 follows:

62
63 1. If non-consent operations are conducted pursuant to any provision of this agreement, and the
64 party conducting such operations becomes entitled to receive the production attributable to the interest
65 out of which the subsequently created interest is derived, such party shall receive same free and clear
66 of such subsequently created interest. The party creating same shall bear and pay all such subsequently
67 created interests and shall indemnify and hold the other parties hereto free and harmless from any and
68 all liability resulting therefrom.

69
70

1 2. If the owner of the interest from which the subsequently created interest is derived (1) fails to
2 pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a well under pro-
3 visions of Article VI.E. hereof, or (3) elects to surrender a lease under provisions of Article VIII.A.
4 hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses
5 hereunder in the same manner as if such interest were a working interest. For purposes of collecting
6 such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above
7 shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created
8 interest.

9
10 **E. Maintenance of Uniform Interest:**

11
12 For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests
13 covered by this agreement, and notwithstanding any other provisions to the contrary, no party shall
14 sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Con-
15 tract Area and in wells, equipment and production unless such disposition covers either:

- 16
17 1. the entire interest of the party in all leases and equipment and production; or
18
19 2. an equal undivided interest in all leases and equipment and production in the Contract Area.

20
21 Every such sale, encumbrance, transfer or other disposition made by any party shall be made ex-
22 pressly subject to this agreement, and shall be made without prejudice to the right of the other parties.

23
24 If, at any time the interest of any party is divided among and owned by four or more co-owners,
25 Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full
26 authority to receive notices, approve expenditures, receive billings for and approve and pay such party's
27 share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such
28 party's interests within the scope of the operations embraced in this agreement; however, all such
29 co-owners shall have the right to enter into and execute all contracts or agreements for the disposition
30 of their respective shares of the oil and gas produced from the Contract Area and they shall have the
31 right to receive, separately, payment of the sale proceeds hereof.

32
33 **F. Waiver of Right to Partition:**

34
35 If permitted by the laws of the state or states in which the property covered hereby is located, each
36 party hereto owning an undivided interest in the Contract Area waives any and all rights it may have
37 to partition and have set aside to it in severalty its undivided interest therein.

38
39 ~~**G. Preferential Right to Purchase:**~~

40
41 ~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and~~
42 ~~interests in the Contract Area, it shall promptly give written notice to the other parties, with full infor-~~
43 ~~mation concerning its proposed sale, which shall include the name and address of the prospective pur-~~
44 ~~chaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of~~
45 ~~the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after~~
46 ~~receipt of the notice, to purchase on the same terms and conditions the interest which the other party~~
47 ~~proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the pur-~~
48 ~~chased interest in the proportions that the interest of each bears to the total interest of all purchasing~~
49 ~~parties. However, there shall be no preferential right to purchase in those cases where any party wishes~~
50 ~~to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale~~
51 ~~of all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent~~
52 ~~company, or to any company in which any one party owns a majority of the stock.~~

53
54 **ARTICLE IX.**
55 **INTERNAL REVENUE CODE ELECTION**

56
57 This agreement is not intended to create, and shall not be construed to create, a relationship of part-
58 nership or an association for profit between or among the parties hereto. Notwithstanding any pro-
59 visions herein that the rights and liabilities hereunder are several and not joint or collective, or that this
60 agreement and operations hereunder shall not constitute a partnership, if, for Federal income tax pur-
61 poses, this agreement and the operations hereunder are regarded as a partnership, each party hereby
62 affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter
63 1, Subtitle "A", of the Internal Revenue Code of 1986, as permitted and authorized by Section 761 of
64 the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on
65 behalf of each party hereby affected such evidence of this election as may be required by the Secretary
66 of the Treasury of the United States or the Federal Internal Revenue Service, including specifically but
67 not by way of limitation, all of the returns, statements, and the data required by Federal Regula-
68 tions 1.761. Should there be any requirement that each party hereby affected give further evidence of
69 this election, each such party shall execute such documents and furnish such other evidence as may be
70 required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No

1 such party shall give any notices or take any other action inconsistent with the election made hereby.
2 If any present or future income tax laws of the state or states in which the Contract Area is located or
3 any future income tax laws of the United States contain provisions similar to those in Subchapter "K",
4 Chapter 1, Subtitle "A", of the Internal Revenue Code of 1986 under which an election similar to that
5 provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as
6 may be permitted or required by such laws. In making the foregoing election, each such party states that
7 the income derived by such party from Operations hereunder can be adequately determined without the
8 computation of partnership taxable income.

9
10 **ARTICLE X.**
11 **CLAIMS AND LAWSUITS**

12
13 Operator may settle any single damage claim or suit arising from operations hereunder if the ex-
14 penditure does not exceed TWENTY FIVE THOUSAND----- Dollars
15 (\$25,000.00) and if the payment is in complete settlement of such claim or suit. If the amount
16 required for settlement exceeds the above amount, the parties hereto shall assume and take over the
17 further handling of the claim or suit, unless such authority is delegated to Operator. All costs and ex-
18 pense of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense
19 of the parties. If a claim is made against any party or if any party is sued on account of any matter
20 arising from operations hereunder over which such individual has no control because of the rights given
21 Operator by this agreement, the party shall immediately notify Operator, and the claim or suit shall
22 be treated as any other claim or suit involving operations hereunder.

23
24 **ARTICLE XI.**
25 **FORCE MAJEURE**

26
27 If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations
28 under this agreement, other than the obligation to make money payments, that party shall give to all
29 other parties prompt written notice of the force majeure with reasonably full particulars concerning it;
30 thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure,
31 shall be suspended during, but no longer than, the continuance of the force majeure. The affected party
32 shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

33
34 The requirement that any force majeure shall be remedied with all reasonable dispatch shall not
35 require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its
36 wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party
37 concerned.

38
39 The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other
40 industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood,
41 explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment,
42 and any other cause, whether of the kind specifically enumerated above or otherwise, which is not
43 reasonably within the control of the party claiming suspension.

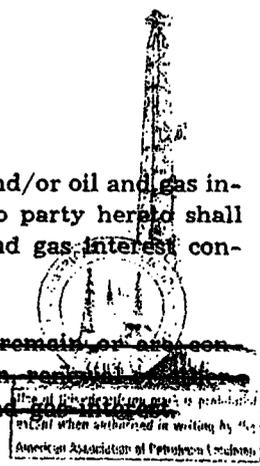
44
45 **ARTICLE XII.**
46 **NOTICES**

47
48 All notices authorized or required between the parties, and required by any of the provisions of
49 this agreement, unless otherwise specifically provided, shall be given in writing by United States mail
50 ~~or Western Union telegram~~, postage or charges prepaid, or by facsimile, and addressed to the party to
51 whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any
52 provision hereof shall be deemed given only when received by the party to whom such notice is directed,
53 and the time for such party to give any notice in response thereto shall run from the date the originat-
54 ing notice is received. The second or any responsive notice shall be deemed given when deposited in
55 the United States mail ~~or with the Western Union Telegraph Company~~, with postage or charges prepaid,
56 or when sent by facsimile. Each party shall have the right to change its address at any time, and from
57 time to time, by giving written notice hereof to all other parties.

58
59 **ARTICLE XIII.**
60 **TERM OF AGREEMENT.**

61
62 This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas in-
63 terests subjected hereto for the period of time selected below; provided, however, no party hereto shall
64 ever be construed as having any right, title or interest in or to any lease, or oil and gas interest con-
65 tributed by any other party beyond the term of this agreement.

66
67 ~~Option No. 1: So long as any of the oil and gas leases subject to this agreement remain, or are con-~~
68 ~~tinued in force as to any part of the Contract Area, whether by production, extension, renewal, or other-~~
69 ~~wise, and/or so long as oil and/or gas production continues from any lease or oil and~~



1 **Option No. 2:** In the event the well described in Article VI.A., or any subsequent well drilled
2 under any provision of this agreement, results in production of oil and/or gas in paying quantities, this
3 agreement shall continue in force so long as any such well or wells produce, or are capable of produc-
4 tion, and for an additional period of 180 days from cessation of all production; provided, however,
5 if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in
6 drilling or reworking a well or wells hereunder, this agreement shall continue in force until such op-
7 erations have been completed and if production results therefrom, this agreement shall continue in
8 force as provided herein. In the event the well described in Article VI.A., or any subsequent well
9 drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil
10 and/or gas from the Contract Area, this agreement shall terminate unless drilling or reworking opera-
11 tions are commenced within 180 days from the date of abandonment of said well.
12

13 It is agreed, however, that the termination of this agreement shall not relieve any party hereto from
14 any liability which has accrued or attached prior to the date of such termination.
15

16 **ARTICLE XIV.**
17 **COMPLIANCE WITH LAWS AND REGULATIONS**

18
19 **A. Laws, Regulations and Orders:**

20
21 This agreement shall be subject to the conservation laws of the state in which the committed
22 acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of
23 said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and
24 orders.
25

26 **B. Governing Law:**

27
28 The essential validity of this agreement and all matters pertaining thereto, including, but not lim-
29 ited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and in-
30 terpretation or construction, shall be governed and determined by the law of the state in which the
31 Contract Area is located. If the Contract Area is in two or more states, the law of the state where most
32 of the land in the Contract Area is located shall govern.
33

34 **ARTICLE XV.**
35 **OTHER PROVISIONS**

36
37 A. Not included.

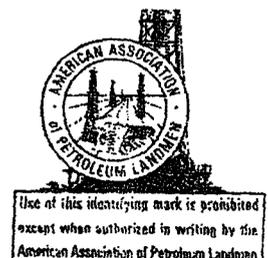
38
39 B. Not included.

40
41 C. Not included.

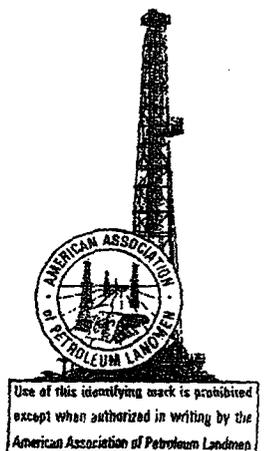
42 D. Notwithstanding any other provisions herein, if during the term of this agreement, a well is required to be drilled, deepened,
43 reworked, plugged back, sidetracked, or recompleted, or any other operation that may be required in order to (1) continue a lease or
44 leases in force and effect, or (2) maintain a unitized area or any portion thereof in force and effect, or (3) earn or preserve an interest
45 in and to oil and/or gas and other minerals which may be owned by a third party or which, failing in such operation, may revert to a
46 third party, or, (4) comply with an order issued by a regulatory body having jurisdiction in the premises, failing in which certain
47 rights would terminate, the following shall apply. Should less than all of the parties hereto elect to participate and pay their
48 proportionate part of the costs to be incurred in such operation, those parties desiring to participate shall have the right to do so at
49 their sole cost, risk, and expense. Promptly following the conclusion of such operation, each of those parties not participating agree
50 to execute and deliver an appropriate assignment to the total interest of each non-participating party in and to the lease, leases, or
51 rights which would have terminated or which otherwise may have been preserved by virtue of such operation, and in and to the lease,
52 leases or rights within the balance of the drilling unit upon which the well was drilled, excepting, however, wells theretofore
53 completed and capable of producing in paying quantities. Such assignment shall be delivered to the participating parties in the
54 proportion that they bore the expense attributable to the non-participating parties' interest. For the purpose of defining a required
55 operation under this provision, such operation will be deemed required if proposed within six (6) months prior to the date such rights
56 would terminate (including a Pugh Clause or Continuous Development Clause) or any extension thereof.

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

63 F. Prior to commencement of any well drilled under this agreement, each non-operator must tender to the Operator its share of dry
64 hole cost, as set out on Authority for Expenditure proposing such well.
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1 G. In addition to the liens and security interest as provided herein, each Non-Operator to this Agreement, to secure payment of its share
2 of expenses incurred under this Operating Agreement, grants Operator a lien on all of its right, title and interest now owned or hereafter
3 acquired in the contract area including, but not limited to, the oil and gas leases, mineral estates and other mineral interests subject to this
4 Operating Agreement and any properties now or hereafter pooled or unitized with any of the properties affected by such mineral interests;
5 and all unsevered and unextracted oil, gas and other hydrocarbons that may be produced, obtained or secured from the lands covered and
6 affected by such mineral interests. In addition to the rights and remedies afforded to Operator pursuant to the terms hereof, or at law or in
7 equity, it is understood and agreed that each defaulting party grants to the Operator a contractual right of offset in and to all money,
8 production proceeds from the sale of production and property of every kind or character of such defaulting party, now or at any time
9 hereunder coming within Operator's custody or control, wheresoever located whether or not subject to the terms of the Agreement or any
10 other agreement between Operator and defaulting party. Operator, may, at its election, at any time from time to time, reduce (or eliminate,
11 as the case may be) any debt owing to it by any defaulting party by applying such defaulting party's money, proceeds or property in the
12 custody or control of Operator to the balance owed on such debt and giving such defaulting party appropriate credit therefore. Any such
13 amount so applied shall first be applied to any past due interest, if any, then to any costs, including attorney's fees, incurred by Operator in
14 the collection of the proceeds or property, and then to the underlying debt. It is agreed and understood that Operator's contractual right of
15 offset shall extend to and include all proceeds of production attributable to the defaulting party from any wells in which the defaulting party
16 owns an interest. In addition to all rights and remedies afforded Operator under this agreement, in the event any debt owing by the
17 defaulting party to Operator shall exceed any money, proceeds of sale of production, or property of such defaulting party as provided in the
18 contractual right of offset as provided above, the Operator may elect to proceed and foreclose the lien of Operator against the interest of
19 any defaulting party in the contract area.
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S. ARTICLE XV. OTHER PROVISIONS

9. Cost Allocation Formula

The entire cost of drilling the well will be initially borne by the working interest owners of the Deep Unit with no right to be reimbursed by the working interest owners of the shallow unit, unless the well is to be completed in the Shallow Unit in which case the working interest owners of the shallow unit will reimburse the working interest owners of the Deep Unit in accordance with the following formula:

All Pre-casing Point Costs which can be isolated to the Shallow Unit or the Deep Unit, (e.g., logging, testing, coring, fishing, etc.) will be paid for by the participating owners of those particular zones. All other Pre-casing Point Costs ("remaining costs") shall be borne by various participating owners, according to their respective participating interests in the units involved as follows:

$$\frac{\text{Participants in the Shallow Unit}}{2} \times \frac{\text{Footage to base of Shallow Unit}}{\text{TOTAL DEPTH}} \times \text{REMAINING COSTS}$$

$$\frac{\text{Participants in the Deep Unit}}{2} \times \frac{\text{Footage to base of Deep Unit}}{\text{TOTAL DEPTH}} \times \text{REMAINING COSTS}$$

plus: $100\% \times \frac{\text{Footage from base of Shallow Unit to Total Depth}}{\text{TOTAL DEPTH}} \times \text{REMAINING COSTS}$

Should a dual completion attempt be made in both the Deep Unit and the Shallow Unit, all completion costs that can be isolated to the Deep or Shallow Units shall be paid for by the participating owners of those units. All other costs, with the exception of casing and tubing shall be paid for equally by the participants in Shallow Unit and the Participants in the Deep Unit. All casing and tubing shall be paid for as follows:

Average costs of casing and tubing from the surface to the base of the Shallow Unit:

Participants in the Shallow Unit - 1/2;
Participants in the Deep Unit - 1/2.

Average costs of casing and tubing from the Base of the Shallow Unit to total depth: Participants in the Deep Unit - 100%.

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED OCTOBER 1, 2004, BETWEEN YATES PETROLEUM CORPORATION, AS "OPERATOR" AND PRINCIPAL PROPERTIES, GOLD COAST RESOURCES, INC., ANDREWS OIL, L. P., SIAN PROPERTIES, E. L. LATHAM CO., LLC, AND ROY G. BARTON JR., TRUSTEE OF THE ROY G. BARTON, SR. & OPAL BARTON REVOCABLE TRUST AS "NON-OPERATORS".

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Principal Properties.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Gold Coast Resources, Inc.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Andrews Oil, L. P.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Sian Properties.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **E. L. Latham Co., LLC**

My commission expires: _____
Notary Public

ARTICLE XVI. MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 17th day of December, 2004

OPERATOR

YATES PETROLEUM CORPORATION

By: Peyton Yates, Attorney in Fact

NON-OPERATORS

PRINCIPAL PROPERTIES

By: Title:

E. L. LATHAM CO., LLC

By:

ROY G. BARTON, JR., TRUSTEE OF THE ROY G. BARTON, SR. AND OPAL BARTON REVOCABLE TRUST

By:

GOLD COAST RESOURCES, INC.

By: Title:

ANDREWS OIL, L. P.

By: Title:

SIAN PROPERTIES

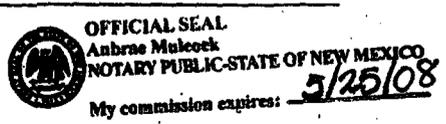
By: Title:

STATE OF NEW MEXICO } COUNTY OF EDDY } :SS

The foregoing instrument was acknowledged before me this 17th day of December, 2004, by Peyton Yates as Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

Abrae Mulcock Notary Public



ARTICLE XVI. MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 17th day of December, 2004

OPERATOR

YATES PETROLEUM CORPORATION

By: Peyton Yates, Attorney in Fact

NON-OPERATORS

PRINCIPAL PROPERTIES

By: Doug Luyfer, Title: owner

E. L. LATHAM, JR. and EVELYN M. LATHAM

By: By:

C. E. MUMFORD and JEAN E. MUMFORD

By: By:

W. R. ERICKSEN and WANDA ERICKSEN

By: By:

CECIL L. BROWN and COURTNEY S. BROWN

By: By:

V. J. CALLAWAY

By: By:

BILLY J. WALCOTT

By: Title:

GAIL SCROGGINS

By: Title:

GOLD COAST RESOURCES, INC.

By: Title:

ANDREWS OIL, L. P.

By: Title:

SIAN PROPERTIES

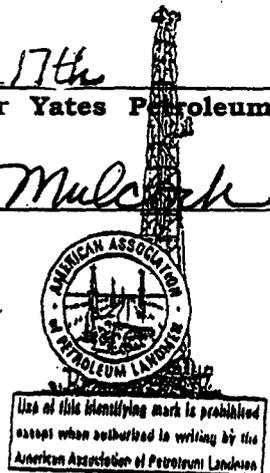
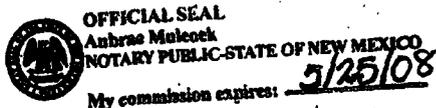
By: Title:

STATE OF NEW MEXICO } :ss COUNTY OF EDDY }

The foregoing instrument was acknowledged before me this 17th day of December, 2004, by Peyton Yates as Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

Anbrae Mulcock, Notary Public



ATTACHED TO AND MADE A PART OF OPERATING AGREEMENT, DATED OCTOBER 1, 2004 BY YATES PETROLEUM CORPORATION "OPERATOR" AND PRINCIPAL PROPERTIES, GOLD COAST RESOURCES, INC., ANDREWS OIL, L.P., SIAN PROPERTIES, E. L. LATHAM, JR., ETAL, C. E. MUMFORD, ETAL, W. R. ERICKSEN, ETAL, CECIL L. BROWN, ETAL, V. J. CALLAWAY, ETAL, BILLY J. WALCOTT, AND GAIL SCROGGINS AS "NON-OPERATORS".

STATE OF _____ }
:ss
COUNTY OF _____ }

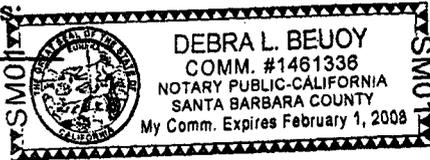
The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Principal Properties.**

My commission expires: _____
Notary Public

STATE OF California }
:ss
COUNTY OF Santa Barbara }

The foregoing instrument was acknowledged before me this 2ND day of FEBRUARY, 2004, by Brian Waly, as President, for **Gold Coast Resources, Inc.**

My commission expires: _____
Notary Public



STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Andrews Oil, L. P.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Sian Properties.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **E. L. Latham, Jr.**

My commission expires: _____
Notary Public

ARTICLE XVI. MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 17th day of December, 2004.

OPERATOR

YATES PETROLEUM CORPORATION

By: Peyton Yates, Attorney in Fact

NON-OPERATORS

PRINCIPAL PROPERTIES

By: Title:

C. E. MUMFORD and JEAN E. MUMFORD

By: By:

CECIL L. BROWN and COURTNEY S. BROWN

By: By:

BILLY J. WALCOTT

By: Title:

GOLD COAST RESOURCES, INC.

By: Title:

SIAN PROPERTIES

By: Title:

E. L. LATHAM, JR. and EVELYN M. LATHAM

By: By:

W. R. ERICKSEN and WANDA ERICKSEN

By: By:

V. J. CALLAWAY

By: By:

GAIL SCROGGINS

By: Title:

ANDREWS OIL, L. P.

By: Title: ANDREWS OIL, L.P. D.A. L.L.C. GENERAL PARTNER

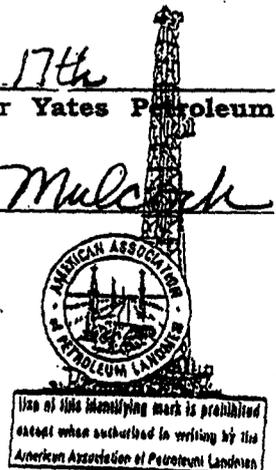
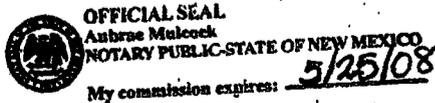
BY: DAVID ANDREWS, PRESIDENT

STATE OF NEW MEXICO } COUNTY OF EDDY }

The foregoing instrument was acknowledged before me this 17th day of December, 2004, by Peyton Yates as Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

Notary Public



ARTICLE XVI. MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 17th day of December, 2004.

OPERATOR

YATES PETROLEUM CORPORATION

By: Peyton Yates, Attorney in Fact

NON-OPERATORS

PRINCIPAL PROPERTIES

By: Title:

E. L. LATHAM, JR. By: E. L. Latham, Jr.

C. E. MUMFORD and JEAN E. MUMFORD

By: By:

W. R. ERICKSEN and WANDA ERICKSEN

By: By:

CECIL L. BROWN and COURTNEY S. BROWN

By: By:

V. J. CALLAWAY

By:

BILLY J. WALCOTT

By: Title:

GAIL SCROGGINS

By: Title:

GOLD COAST RESOURCES, INC.

By: Title:

ANDREWS OIL, L. P.

By: Title:

SIAN PROPERTIES

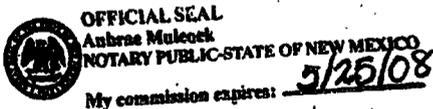
By: Title:

STATE OF NEW MEXICO } COUNTY OF EDDY }

The foregoing instrument was acknowledged before me this 17th day of December, 2004, by Peyton Yates as Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

Aubrae Mulcock Notary Public



ATTACHED TO AND MADE A PART OF OPERATING AGREEMENT, DATED OCTOBER 1, 2004 BY YATES PETROLEUM CORPORATION "OPERATOR" AND PRINCIPAL PROPERTIES, GOLD COAST RESOURCES, INC., ANDREWS OIL, L.P., SIAN PROPERTIES, E. L. LATHAM, JR., ETAL, C. E. MUMFORD, ETAL, W. R. ERICKSEN, ETAL, CECIL L. BROWN, ETAL, V. J. CALLAWAY, ETAL, BILLY J. WALCOTT, AND GAIL SCROGGINS AS "NON-OPERATORS".

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Principal Properties.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Gold Coast Resources, Inc.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Andrews Oil, L. P.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Sian Properties.**

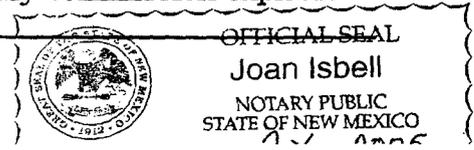
My commission expires: _____
Notary Public

STATE OF NEW MEXICO }
:ss
COUNTY OF LEA }

The foregoing instrument was acknowledged before me this 27th day of December, 2004, by E. L. Latham, Jr., as General Partner, for **E. L. Latham, Jx Co.**

My commission expires: _____
Notary Public

Joan Isbell
Notary Public



ARTICLE XVI. MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this agreement shall be effective as of 17th day of December, 2004

OPERATOR

YATES PETROLEUM CORPORATION

By: Peyton Yates, Attorney in Fact

NON-OPERATORS

PRINCIPAL PROPERTIES

E. L. LATHAM CO., LLC

By: Title:

By: Title:

~~CECIL L. BROWN and COURTNEY S. BROWN~~

ROY G. BARTON, JR., TRUSTEE OF THE ROY G. BARTON, SR. AND OPAL BARTON REVOCABLE TRUST

~~By: By:~~

By: Roy G. Barton Jr. Trustee

BILLY J. WALCOTT

GAIL SCROGGINS

By: Title:

By: Title:

GOLD COAST RESOURCES, INC.

ANDREWS OIL, L. P.

By: Title:

By: Title:

SIAN PROPERTIES

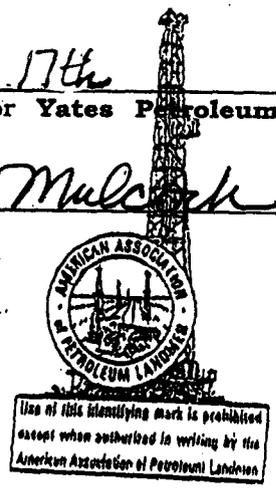
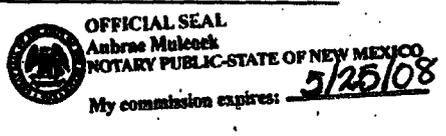
By: Title:

STATE OF NEW MEXICO } :SS COUNTY OF EDDY }

The foregoing instrument was acknowledged before me this 17th day of December, 2004, by Peyton Yates as Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

Notary Public



Use of this identifying mark is prohibited except when authorized in writing by the American Association of Petroleum Landmen

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED APRIL 1, 2004, BETWEEN YATES PETROLEUM CORPORATION, AS "OPERATOR" AND PRINCIPAL PROPERTIES, GOLD COAST RESOURCES, INC., ANDREWS OIL, L. P., SIAN PROPERTIES, E. L. LATHAM CO., LLC, CECIL L. BROWN, ETAL, BILLY J. WALCOTT, GAIL SCROGGINS, AND ROY G. BARTON, JR., TRUSTEE OF THE ROY G. BARTON & OPAL BARTON REVOCABLE TRUST AS "NON-OPERATORS".

STATE OF _____ }
:ss
COUNTY OF _____ }

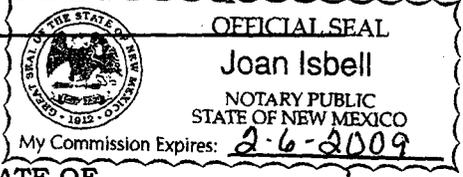
The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Cecil L. Brown, etal.**

My commission expires: _____
Notary Public

STATE OF New Mexico }
:ss
COUNTY OF Lea }

The foregoing instrument was acknowledged before me this 9th day of February, 2004, by Roy G. Barton, Jr., as Trustee, for **Roy G. Barton & Opal Barton Revocable Trust.**

My commission expires: _____
Joan Isbell
Notary Public



STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Billy J. Walcott.**

My commission expires: _____
Notary Public

STATE OF _____ }
:ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____, for **Gail Scroggins.**

My commission expires: _____
Notary Public

RATIFICATION AND JOINDER OF JOINT OPERATING AGREEMENT

In consideration of the execution of the Operating Agreement for the development and operation of the Rushing NJ Deep Com #3 well located in the E/2 Section 6, Township 19 South, Range 25 East, County of Eddy, State of New Mexico, dated October 1, 2004 and in consideration of the execution or ratification by other working interest owners of the contemporary Operating Agreement, the undersigned hereby expressly ratifies, approves and adopts said Operating Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the spacing unit in which the undersigned may be found to have an oil or gas interest, being those lands described in Exhibit "A" of said Operating Agreement.

This Ratification and Joinder of Operating Agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this _____ day of _____, 2005.

YATES DRILLING COMPANY

SHARBRO OIL LTD COMPANY

Tobin L. Rhodes, Vice President

Frank Yates, Jr., Manager

Attest:

**JOHN A. YATES, INDIVIDUALLY
TRUST Q u/w/o PEGGY A. YATES, DEC.**

Janet Richardson, Assistant Secretary .

**John A. Yates, Individually and as Trustee
of Trust Q u/w/o Peggy A. Yates, Deceased**

Address:
105 South Fourth Street
Artesia, New Mexico 88210-2118

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by Tobin L. Rhodes, as Vice President for Yates Drilling Company; and by Frank Yates, Jr., as Manager for Sharbro Oil Limited Company; both New Mexico corporations, on behalf of said corporations.

(seal)

Notary Public in and for the State of NM

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by John A. Yates, Individually, and as Trustee for Trust Q created under the will of Peggy A. Yates, Deceased.

(seal)

Notary Public in and for the State of NM

EXHIBIT "A"
Revised February 8, 2005

I. Lands Subject to Agreement:

Township 19 South, Range 25 East, NMPM
Section 6: Lots 1, 2 (N/2NE/4), S/2NE/4, SE/4
Containing 321.51 acres, more or less
Eddy County, New Mexico

II. Depth Restriction:

From 3150' below the surface to the Base of the Morrow Formation. Additionally this agreement excludes any and all wells drilled in the contract area and any interest derived therefrom, drilled prior to the date of this agreement.

III. Percentage Interests of Parties Under the Agreement:

Working Interest Owner	From 5800' - Base of the Morrow Formation Initial Test Well To Casing Point	From 5800' - base of the Morrow Formation After Casing Point Initial Test Well & Subsequent Wells BPO	From 5800' - base of the Morrow Formation After Casing Point Initial Test Well & Subsequent Wells APO	***From 3150' - 5800' Below the Surface Before Casing Point Initial Test Well & Subsequent Wells	***From 3150' - 5800' Below the Surface After Casing Point Initial Test Well & Subsequent Wells
* Yates Petroleum Corporation	59.565799%	59.565799%	58.399466%	53.342042%	53.342043%
* Principal Properties **	1.749557%	2.332742%	2.624316%	1.749557%	2.332742%
Gold Coast Resources, Inc. **	20.994681%	18.661939%	18.661939%	20.994681%	18.661939%
* Andrews Oil, LP **	3.499113%	4.665485%	5.248670%	3.499114%	4.665485%
Sian Properties **	1.749557%	2.332742%	2.624316%	1.749557%	2.332742%
E. L. Latham Company	5.909614%	5.909614%	5.909614%	5.909614%	5.909614%
Roy G. Barton, Jr., Trustee of the Roy G. Barton, Sr. & Opal Barton Revocable Trust	6.531679%	6.531679%	6.531679%	6.531679%	6.531679%
Billy J. Walcott (Dec.)	Pending Force Pooling				
Yates Drilling Company				2.074585%	2.074585%
Sharbro Oil Limited Company				2.074586%	2.074586%
John A. Yates				1.037293%	1.037293%
Trust Q u/w/o Peggy A. Yates				1.037292%	1.037292%
Total	100.000000%	100.000000%	100.000000%	100.000000%	100.000000%

* Subject to a Participation Agreement, dated March 18, 2004 by and between Yates Petroleum Corporation, Principal Properties and Andrews Oil, LP.

** Subject to a Participation Agreement, dated July 17, 2003 by and between Gold Coast Resources, Inc., Principal Properties, Andrews Oil, LP and Sian Properties.

*** Provided for information purposes for calculation in Article XV, Section S, Other Provisions, on page 14b of this operating agreement. These parties have no interest in the drilling of the Rushing NJ Deep Com #3.

IV. Oil & Gas Leases Subject To This Agreement:

- Lease Date: April 16, 1957 (HBP)
Lessor: State of New Mexico - OG-783-1
Present Lessee: Yates Petroleum Corporation (5800' - Below) 100.000000%
Description: Township 19 South, Range 25 East, NMPM
Section 6: Lots 1 & 2 (N/2NE/4)
Eddy County, New Mexico
Net Acres: 81.51 acres more or less
Recording: Book 80, Page 136

2.	Lease Date:	July 21, 1970 (HBP)	
	Lessor:	State of New Mexico - LO-4674	
	Present Lessee:	E. L. Latham Company	47.500000%
		Roy G. Barton, Sr. & Opal Barton Rev. Trust	52.500000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: SW/4NE/4 Eddy County, New Mexico	
	Net Acres:	40.00 acres more or less	
3.	Lease Date:	March 1, 1963 (HBP)	
	Lessor:	United States of America Serial No. NM-0352858-B	
	Present Lessee:	Principal Properties (3150' - Base of Gold Coast Resources, Inc. Morrow Formation)	6.250000% 50.000000%
		Sian Properties	6.250000%
		Andrews Oil, LP	12.500000%
		Yates Petroleum Corporation	25.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: SE/4NE/4, N/2SE/4 Eddy County, New Mexico	
	Net Acres:	120.00 acres more or less	
4.	Lease Date:	August 7, 1972 (HBP)	
	Lessor:	Steven Lane Vincent	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.83 acres more or less	
	Recording:	Book 217, Page 780	
5.	Lease Date:	July 31, 1967 (HBP)	
	Lessor:	Florence Van Valkenburg	
	Present Lessee:	Yates Petroleum Corporation (5800' - Below)	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	3.33 acres more or less	
	Recording:	Book 56, Page 859	
6.	Lease Date:	April 16, 1980 (HBP)	
	Lessor:	Charles O. Walcott	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.37 acres more or less	
	Recording:	Book 187, Page 808	
7.	Lease Date:	July 25, 1967 (HBP)	
	Lessor:	Lois LaVerne Rees	
	Present Lessee:	Yates Petroleum Corporation (5800' - Below)	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.84 acres more or less	
	Recording:	Book 56, Page 844	
8.	Lease Date:	March 18, 1980 (HBP)	
	Lessor:	J. C. Walcott	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.37 acres more or less	
	Recording:	Book 188, Page 672	

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|-----|---|-------------|
| 9. | <p>Lease Date: August 9, 1967 (HBP)
 Lessor: Rebecca Rees Wallen
 Present Lessee: Yates Petroleum Corporation (5800' – Below)
 Description: <u>Township 19 South, Range 25 East, NMPM</u>
 Section 6: S/2SE/4
 Eddy County, New Mexico</p> <p>Net Acres: .84 more or less
 Recording: Book 56, Page 391</p> | 100.000000% |
| 10. | <p>Lease Date: June 27, 1967 (HBP)
 Lessor: Nadine Poteet Rushing, etal
 Present Lessee: Yates Petroleum Corporation (5800' – Below)
 Description: <u>Township 19 South, Range 25 East, NMPM</u>
 Section 6: S/2SE/4
 Eddy County, New Mexico</p> <p>Net Acres: 10.00 acres more or less
 Recording: Book 55, Page 285</p> | 100.000000% |
| 11. | <p>Lease Date: July 18, 1967 (HBP)
 Lessor: Eleanor Rees Hesketh
 Present Lessee: Yates Petroleum Corporation (5800' – Below)
 Description: <u>Township 19 South, Range 25 East, NMPM</u>
 Section 6: S/2SE/4
 Eddy County, New Mexico</p> <p>Net Acres: .84 acres more or less
 Recording: Book 56, Page 175</p> | 100.000000% |
| 12. | <p>Lease Date: July 19, 1967 (HBP)
 Lessor: Lillian Poteet Hanners, etal
 Present Lessee: Yates Petroleum Corporation (5800' – Below)
 Description: <u>Township 19 South, Range 25 East, NMPM</u>
 Section 6: S/2SE/4
 Eddy County, New Mexico</p> <p>Net Acres: 10.00 acres more or less
 Recording: Book 56, Page 389</p> | 100.000000% |
| 13. | <p>Lease Date: July 18, 1967 (HBP)
 Lessor: J. W. Abernathy, etux
 Present Lessee: Yates Petroleum Corporation (5800' – Below)
 Description: <u>Township 19 South, Range 25 East, NMPM</u>
 Section 6: S/2SE/4
 Eddy County, New Mexico</p> <p>Net Acres: 10.00 acres more or less
 Recording: Book 56, Page 173</p> | 100.000000% |
| 14. | <p>Lease Date: August 3, 1967 (HBP)
 Lessor: James Richard Rees, etux
 Present Lessee: Yates Petroleum Corporation (5800' – Below)
 Description: <u>Township 19 South, Range 25 East, NMPM</u>
 Section 6: S/2SE/4
 Eddy County, New Mexico</p> <p>Net Acres: .84 acres more or less
 Recording: Book 56, Page 177</p> | 100.000000% |
| 15. | <p>Lease Date: July 31, 1967 (HBP)
 Lessor: Agnes Burdess
 Present Lessee: Yates Petroleum Corporation (5800' – Below)
 Description: <u>Township 19 South, Range 25 East, NMPM</u>
 Section 6: S/2SE/4
 Eddy County, New Mexico</p> <p>Net Acres: 3.33 acres more or less
 Recording: Book 56, Page 503</p> | 100.000000% |

16.	Lease Date:	February 8, 1972 (HBP)	
	Lessor:	Carmex, Inc.	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	3.33 more or less	
	Recording:	Book 84, Page 560	
17.	Lease Date:	February 9, 1972 (HBP)	
	Lessor:	Roy T. Mobley, etux	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	6.67 more or less	
	Recording:	Book 84, Page 744	
18.	Lease Date:	March 14, 1972 (HBP)	
	Lessor:	George L. Reese, Jr., etux	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	3.33 more or less	
	Recording:	Book 85, Page 291	
19.	Lease Date:	June 22, 1972 (HBP)	
	Lessor:	Charles Loran Vincent	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	3.33 more or less	
	Recording:	Book 87, Page 210	
20.	Lease Date:	June 22, 1972 (HBP)	
	Lessor:	Edgar Morris Vincent	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	3.33 more or less	
	Recording:	Book 87, Page 521	
21.	Lease Date:	June 22, 1972 (HBP)	
	Lessor:	Betty Artz	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	3.33 more or less	
	Recording:	Book 87, Page 523	
22.	Lease Date:	August 4, 1972 (HBP)	
	Lessor:	Monie Vincent Cowan	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	3.33 more or less	
	Recording:	Book 88, Page 260	

23.	Lease Date:	August 7, 1972 (HBP)	
	Lessor:	Elaine McCombs Vincent	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.84 more or less	
	Recording:	Book 88, Page 798	
24.	Lease Date:	August 7, 1972 (HBP)	
	Lessor:	Richard Dean Vincent	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.84 more or less	
	Recording:	Book 89, Page 427	
25.	Lease Date:	August 7, 1972 (HBP)	
	Lessor:	Morris Edgar Vincent	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.83 more or less	
	Recording:	Book 90, Page 616	
26.	Lease Date:	June 22, 1972 (HBP)	
	Lessor:	Pat Shi Vincent	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	3.33 more or less	
	Recording:	Book 91, Page 298	
27.	Lease Date:	January 8, 1973 (HBP)	
	Lessor:	Bobby Walcott	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.37 more or less	
	Recording:	Book 93, Page 239	
28.	Lease Date:	March 21, 1973 (HBP)	
	Lessor:	Mary E. Brown	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.37 more or less	
	Recording:	Book 96, Page 760	
29.	Lease Date:	March 18, 1973 (HBP)	
	Lessor:	Betty Klump	
	Present Lessee:	Yates Petroleum Corporation	100.000000%
	Description:	<u>Township 19 South, Range 25 East, NMPM</u> Section 6: S/2SE/4 Eddy County, New Mexico	
	Net Acres:	.37 more or less	
	Recording:	Book 183, Page 533	

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|-----|-----------------|--|-------------|
| 30. | Lease Date: | April 16, 1980 (HBP) | |
| | Lessor: | J. E. Westervelt | |
| | Present Lessee: | Yates Petroleum Corporation | 100.000000% |
| | Description: | <u>Township 19 South, Range 25 East, NMPM</u>
Section 6: S/2SE/4
Eddy County, New Mexico | |
| | Net Acres: | 3.33 more or less | |
| | Recording: | Book 186, Page 744 | |
- | | | | |
|-----|-----------------|--|-------------|
| 31. | Lease Date: | April 16, 1980 (HBP) | |
| | Lessor: | Patsy Whitlock | |
| | Present Lessee: | Yates Petroleum Corporation | 100.000000% |
| | Description: | <u>Township 19 South, Range 25 East, NMPM</u>
Section 6: S/2SE/4
Eddy County, New Mexico | |
| | Net Acres: | .37 more or less | |
| | Recording: | Book 187, Page 87 | |
- | | | | |
|-----|-----------------|--|-------------|
| 32. | Lease Date: | March 18, 1980 (HBP) | |
| | Lessor: | Mickey J. Walcott | |
| | Present Lessee: | Yates Petroleum Corporation | 100.000000% |
| | Description: | <u>Township 19 South, Range 25 East, NMPM</u>
Section 6: S/2SE/4
Eddy County, New Mexico | |
| | Net Acres: | .37 more or less | |
| | Recording: | Book 187, Page 256 | |
- | | | | |
|-----|-----------------|---|-------------|
| 33. | Lease Date: | January 31, 2005 | |
| | Lessor: | Gail Scroggins | |
| | Present Lessee: | Yates Petroleum Corporation | 100.000000% |
| | Description: | <u>Township 19 South, Range 25 East, NMPM</u>
Section 6: S/2/SE/4
Eddy County, New Mexico | |
| | Net Acres: | .37 more or less | |
| | Recording: | Book 584, Page 229 | |
- | | | | |
|-----|-----------------------------------|--|--|
| 34. | Unleased Minerals | Billy J. Walcott | |
| | Description: | <u>Township 19 South, Range 25 East, NMPM</u>
Section 6: S/2SE/4
Eddy County, New Mexico | |
| | Net Acres: | .37 more or less | |
| | Subject to Force Pooling Hearing: | OCD Order Pending | |

V. Addresses of Parties Subject to this Agreement:

Yates Petroleum Corporation
 105 South Fourth Street
 Artesia, NM 88210
 Phone: 505-748-1471
 Fax: 505-748-4572

Principal Properties
 Doug Laufer
 4425 South Mopac
 Building II, Suite 103
 Austin, TX 78735
 Phone: 512-899-2414
 Fax: 512-899-2414, call before sending

ATTACHED TO AND MADE A PART OF OPERATING AGREEMENT, DATED OCTOBER 1, 2004 BY YATES PETROLEUM CORPORATION "OPERATOR" AND PRINCIPAL PROPERTIES, GOLD COAST RESOURCES, INC., ANDREWS OIL, L.P., SIAN PROPERTIES, E. L. LATHAM CO., LLC, AND ROY G. BARTON, JR., TRUSTEE OF THE ROY G. BARTON, SR. & OPAL BARTON REVOCABLE TRUST, AS "NON-OPERATORS".

Gold Coast Resources, Inc.
Attention: Brian Wolfe
1145 Dove Meadow Road
Solvang, CA 93463
Phone: 805-686-5622
Fax: 805-686-9460

Andrews Oil, LP
Attention: Mr. David Andrews
2219 Westlake Drive #150
Austin, TX 78746-2903
Phone: 512-327-0158
Fax: 512-327-0243

Sian Properties
Dick Schmidt
P O Box 50187
Austin, TX 79763
Phone: 512-329-8700
Fax: 512-329-8748

E. L. Latham Company, LLC
E. L. Latham, Jr.
P O Box 1392
Hobbs, NM 88240
Phone: 505-393-3574

Roy G. Barton, Jr., Trustee of the
Roy G. Barton, Sr. & Opal Barton
Revocable Trust
1919 N. Turner Street
Hobbs, NM 88240
Phone: 505-393-3925
Fax: 505-393-0970

Yates Drilling Company
Sharbro Oil Limited Company
Trust Q u/w/o Peggy A. Yates
Estate of Lillie M. Yates
John A. Yates
105 South Fourth Street
Artesia, NM 88210
Phone 505-748-1471

Billy J. Walcott (Deceased)
C/o Bobby Walcott
8211 New Hampshire Street NE
Albuquerque, NM 87110-2424
Phone: 505-296-7664

EXHIBIT " C "

Attached to and made a part of that certain operating agreement dated April 1, 2004, between Yates Petroleum Corporation, as "Operator" and Principal Properties, Gold Coast Resources, Inc., Andrews Oil, L.P., Sian Properties, E. L. Latham, JR., C. E. Mumford, etal, W.R. Erickson, etal, Cecil L. Brown, etal, V. J. Callaway, etal, Billy J. Walcott, and Gail Scroggins, as "Non-Operators" covering lands in Eddy County, New Mexico.

**ACCOUNTING PROCEDURE
JOINT OPERATIONS**

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits, summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of twelve percent (12%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

5. Audits

A. Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

2. Labor

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
- (2) Salaries of First Level Supervisors in the field.
- (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the Overhead rates.
- B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II. Such costs under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II.

3. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II shall be Operator's actual cost not to exceed twenty per cent (20%).

4. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

5. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by the Parties.
- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.
- C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking cost of \$200 or less excluding accessorial charges.

6. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 9 of Section II and Paragraph 1. ii of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the Overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

7. Equipment and Facilities Furnished by Operator

- A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed eight per cent (8%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.
- B. In lieu of charges in Paragraph 7A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

8. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

9. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.

Expenses incurred by Operator in representing the Joint Property at hearings or proceedings before state or federal regulatory or administrative agencies.

10. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

11. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

12. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:

- (XX) Fixed Rate Basis, Paragraph 1A, or
- () Percentage Basis, Paragraph 1B.

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 2A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the Overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property shall () shall not (XX) be covered by the Overhead rates.

A. Overhead - Fixed Rate Basis

(1) Operator shall charge the Joint Account at the following rates per well per month:

	Surface to 4,000'	4,000' to 8,000'	8,000' to 12,000'	12,000' to 15,000'	over 15,000'
Drilling Well Rate \$	3,000.00	4,000.00	5,400.00	6,200.00	8,500.00
Producing Well Rate \$	300.00	400.00	540.00	620.00	850.00

(2) Application of Overhead - Fixed Rate Basis shall be as follows:

(a) Drilling Well Rate

- [1] Charges for onshore drilling wells shall begin on the date the well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.
- [2] Charges for offshore drilling wells shall begin on the date when drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location or rig is released, whichever occurs first, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.
- [3] Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig, commence through date of rig release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive days.

(b) Producing Well Rates

- [1] An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
- [2] Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- [3] An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- [4] A one-well charge may be made for the month in which plugging and abandonment operations are completed on any well.
- [5] All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.

(3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Fields Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

B. Overhead - Percentage Basis

(1) Operator shall charge the Joint Account at the following rates:

(a) Development

_____ Percent (%) of the cost of Development of the Joint Property exclusive of costs provided under Paragraph 9 of Section II and all salvage credits.

(b) Operating

_____ Percent (%) of the cost of Operating the Joint Property exclusive of costs provided under Paragraphs 1 and 9 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

(2) Application of Overhead - Percentage Basis shall be as follows:

For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening or any remedial operations on any or all wells involving the use of drilling crew and equipment; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as Operating.

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for Overhead based on the following rates for any Major Construction project in excess of \$ 25,000.00 :

- A. 5 % of total costs if such costs are more than \$ 25,000.00 but less than \$ 100,000.00 ; plus
 B. 3 % of total costs in excess of \$ 100,000.00 but less than \$1,000,000; plus
 C. 2 % of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells shall be excluded.

3. Amendment of Rates

The Overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reason, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following bases exclusive of cash discounts:

A. New Material (Condition A)

- (1) Tubular goods, except line pipe, shall be priced at the current new price in effect on date of movement on a maximum carload or barge load weight basis, regardless of quantity transferred, equalized to the lowest published price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available.
- (2) Line Pipe
- (a) Movement of less than 30,000 pounds shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property where such Material is normally available.
- (b) Movement of 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph 2A (1) of this Section IV.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store or f.o.b. railway receiving point nearest the Joint Property where such Material is normally available.

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

- (1) Material moved to the Joint Property
- (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV.
- (2) Material moved from the Joint Property
- (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as new Material, or

- (b) at sixty-five percent (65%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as good used Material at seventy-five percent (75%) of current new price.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material (Condition C and D)

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph 2A of this Section IV. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

All other Material, including junk, shall be priced at a value commensurate with its use or at prevailing prices. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose. Operator may dispose of Condition D Material under procedures normally utilized by the Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

- (1) Loading and unloading costs may be charged to the Joint Account at the rate of fifteen cents (15¢) per hundred weight on all tubular goods movements, in lieu of loading and unloading costs sustained, when actual hauling cost of such tubular goods are equalized under provisions of Paragraph 5 of Section II.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, Inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Reconciliation of a physical inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators within six months following the taking of the inventory. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special Inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

4. Expense of Conducting Periodic Inventories

The expense of conducting periodic Inventories shall not be charged to the Joint Account unless agreed to by the Parties.

EXHIBIT "D"

**ATTACHED TO AND MADE A PART OF
OPERATING AGREEMENT**

DATED APRIL 1, 2004, BETWEEN YATES PETROLEUM CORPORATION, AS "OPERATOR" AND PRINCIPAL PROPERTIES, GOLD COAST RESOURCES, INC., ANDREWS OIL, L.P., SIAN PROPERTIES, E. L. LATHAM, JR., C. E. MUMFORD, ETAL; W. R. ERICKSON, ETAL, CECIL L. BROWN, ETAL, J. J. CALLAWAY, ETAL, BILLY J. WALCOTT, AND GAIL SCROGGINS, AS "NON-OPERATORS" COVERING LANDS IN EDDY COUNTY, NEW MEXICO.

ADDITIONAL INSURANCE PROVISIONS

Operator, during the term of this agreement, shall carry insurance for the benefit and at the expense of the parties hereto, as follows:

(A) Workman's Compensation Insurance as contemplated by the state in which operations will be conducted, and Employer's Liability Insurance with limits of not less than \$1,000,000.00 per employee.

(B) Public Liability Insurance:

Bodily Injury and Property Damage - \$1,000,000.00 single limit each occurrence.

(C) Automobile Public Liability Insurance:

Bodily Injury \$500,000.00 each person.
\$1,000,000.00 each occurrence.

Property Damage - \$500,000.00 each accident.

(or)

Bodily Injury and Property Damage - \$1,000,000.00 combined single limit.

(D) Control of Well and Extra Expense - \$10,000,000.00 - Limit of Liability

Except as authorized by this Exhibit "D", Operator shall not make any charge to the joint account for insurance premiums. Losses not covered by Operator's insurance (or by insurance required by this agreement to be carried for the benefit and at the expense of the parties hereto) shall be charged to the joint account.

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED APRIL 1, 2004, BETWEEN
SUNBELT PETROLEUM CORPORATION, AS "OPERATOR" AND PRINCIPAL PROPERTIES, GOLD COAST RESOURCES,
L.P., ANDREWS OIL, L.P. SIAN PROPERTIES, E. L. LATHAM, JR., C. E. MUMFORD, ETAL, W. R. ERICKSON,
ETAL, CECIL L. BROWN, ETAL, V. J. CALLAWAY, ETAL, BILLY J. WALCOTT, AND GAIL SCROGGINS, AS
"NON-OPERATORS" COVERING LANDS IN EDDY COUNTY, NEW MEXICO.

EXHIBIT "E"

GAS BALANCING AGREEMENT

The parties to the Operating Agreement to which this agreement is attached own the working interest in the gas rights underlying the lands covered by such agreement (the "Contract Area") in accordance with the percentages of participation as set forth in Exhibit "A" to the Operating Agreement (the "participation percentage").

In accordance with the terms of the Operating Agreement, each party thereto has the right to take its share of gas produced from the Contract Area and market the same. In the event any of the parties hereto collectively owning participation percentages of less than 50% are not at any time taking or marketing their share of gas or have contracted to sell their share of gas produced from the Contract Area to a purchaser which does not at any time while this agreement is in effect take the full share of gas attributable to the interest of such parties, this agreement shall automatically become effective upon the terms hereinafter set forth.

1. During the period or periods when any parties hereto collectively owning participation percentages of less than 50% have no market for their share of gas produced from any proration unit within the Contract Area, or their purchaser does not take its full share of gas produced from such proration unit, other parties collectively owning participation percentages of more than 50% shall be entitled to produce each month 100% of the lesser of a) allowable gas production assigned to such proration unit by applicable state regulatory authority or b) the delivery capacity of gas from such proration unit; provided, however, no party who does not have gas in place shall be entitled to take or deliver to a purchaser gas production in excess of 200% of the lesser of c) its share of the volumes of gas capable of being delivered on a daily basis or d) its share of allowable gas production. All parties hereto shall share in and own the liquid hydrocarbons recovered from such gas by lease equipment in accordance with their respective interests and subject to the Operating Agreement to which this agreement is attached, but the party or parties taking such gas shall own all of the gas delivered to its or their purchaser.

2. On a cumulative basis, each party not taking or marketing its full share of the gas produced shall be credited with gas in place equal to its full share of the gas produced under this agreement, less its share of gas used in lease operations, vented or lost, and less that portion such party took or delivered to its purchaser. The Operator will maintain a current account of gas balance between the parties and will furnish all parties hereto monthly statements showing the total quantity of gas produced, the amount used in lease operations, vented or lost, the total quantity of liquid hydrocarbons recovered therefrom, and the monthly and cumulative over and under account of each party.

3. At all times while gas is produced from the Contract Area, each party hereto will make settlement with all royalty owners to whom royalty is due. Each party hereto agrees to hold each other party harmless from any and all claims for royalty payments asserted by royalty owners paid by each party. The term "royalty owner" shall include owners of royalty, overriding royalties, production payments and other similar interests.

Each party producing and taking or delivering gas to its purchaser shall pay any and all production taxes due on such gas.

4. After notice to the Operator, any party at any time may begin taking or delivering to its purchaser its full share of the gas produced from a proration unit under which it has gas in place less such party's share of gas used in operations, vented or lost. In addition to such share, each party, including the Operator, until it has recovered its gas in place and balanced the gas account as to its interest, shall be entitled to take or deliver to its purchaser a share of gas determined by multiplying 50% of the interest in the current gas production of the party or parties without gas in place by a fraction, the numerator of which is the interest in the proration unit of such party with gas in place and the denominator of which is the total percentage interest in such proration unit of all parties with gas in place currently taking or delivering to a purchaser.

5. Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its purchaser its full share of the allowable gas production to meet the deliverability tests required by its purchaser, provided that said test should be reasonable in length, normally not to exceed 72 hours.

6. If a proration unit ceases to produce gas and/or liquid hydrocarbons in paying quantities before the gas account is balanced, settlement will be made between the underproduced and overproduced parties. In making such settlement, the underproduced party or parties will be paid a sum of money by the overproduced party or parties attributable to the overproduction which said overproduced party received, less applicable taxes theretofore paid, at the applicable price defined below for the delivery of a volume of gas equal to that for which settlement is made. For gas, the price of which is not regulated by federal, state or other governmental agencies, the price basis shall be the price received for the sale of the gas. For gas, the price of which is subject to regulation by federal, state or other governmental authorities, the price basis shall be the rate collected, from time to time, which is not subject to possible refund, as provided by the Federal Energy Regulatory Commission or any other governmental authority, pursuant to final order or settlement applicable to the gas sold from such well, plus any additional collected amount which is not ultimately required to be refunded by such authority, such additional collected amount to be accounted for at such time as final determination is made with respect hereto.

7. Notwithstanding the provisions of ¶6, it is expressly agreed that any underproduced party shall have the optional right, with respect to each proration unit, to receive a cash settlement bringing such underproduced party's gas account into balance at any time and from time to time prior to the final settlement, by first giving each overproduced party 90 days' written notice of demand for cash settlement. If such option is so exercised, settlement shall be made (as of 7:00 o'clock A.M. on the first day of the calendar month following the date of such written demands) within 90 days following the actual receipt of such written demands by the overproduced parties, in the same manner provided for in ¶6. The option provided for in this paragraph may be exercised, from time to time, but only one time in each calendar year.

8. Nothing herein shall change or affect each party's obligation to pay its proportionate share of all costs and liabilities incurred, as its share thereof is set forth in the Operating Agreement.

9. This agreement shall constitute a separate agreement as to each proration unit approved by the applicable regulatory authority for a pool within the Contract Area, but such proration unit shall not include any producing horizon which is not within the vertical limits of said pool. This agreement shall remain in force and effect so long as the Operating Agreement to which it is attached remains in effect, and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, legal representatives and assigns.

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED APRIL 1, 2004, BETWEEN STATES PETROLEUM CORPORATION, AS "OPERATOR" AND PRINCIPAL PROPERTIES, GOLD COAST RESOURCES, INC., ANDREWS OIL, L.P. SIAN PROPERTIES, E. L. LATHAM, JR., C. E. MUMFORD, ETAL, W. R. ERICKSON, ETAL, CECIL L. BROWN, ETAL, V. J. CALLAWAY, ETAL, BILLY J. WALCOTT, AND GAIL SCROGGINS, AS "NON-OPERATORS" COVERING LANDS IN EDDY COUNTY, NEW MEXICO.

EXHIBIT "F"

EQUAL EMPLOYMENT OPPORTUNITY PROVISION

During the performance of this contract, the Operator agrees as follows:

- (1) The Operator will not discriminate against any employee or applicant for employment because of race, color, religion, national origin or sex. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided for the contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin or sex.
- (3) The Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Operator's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Operator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Operator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Operator's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Operator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Operator will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Operator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

Operator acknowledges that it may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Operator further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply Non-Operators with a copy of such program if they so request.

CERTIFICATION OF NON-SEGREGATED FACILITIES

Operator assures Non-Operators that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. For this purpose, it is understood that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, religion, or national origin, because of habit; local custom or otherwise. It is further understood and agreed that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any location under its control where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

Operator further understands and agrees that a breach of the assurance herein contained subjects it to the provisions of the Order at 41 CFR Chapter 60 of the Secretary of Labor dated May 21, 1968, and the provisions of the equal opportunity clause enumerated in contracts between the United States of America and Non-Operators.

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U. S. C. - 1001 .