



EXHIBIT " C " ACCOUNTING PROCEDURE JOINT OPERATIONS

1 Attached to and made part of OCD Case No. 13600, Bold Venture No. 1, E/2 Section 27, T-14-S, R-26-E, Chaves County, New Mexico
2 _____
3 _____
4 _____

I. GENERAL PROVISIONS

7
8 IF THE PARTIES FAIL TO SELECT EITHER ONE OF COMPETING "ALTERNATIVE" PROVISIONS, OR SELECT ALL THE
9 COMPETING "ALTERNATIVE" PROVISIONS, ALTERNATIVE 1 IN EACH SUCH INSTANCE SHALL BE DEEMED TO HAVE
10 BEEN ADOPTED BY THE PARTIES AS A RESULT OF ANY SUCH OMISSION OR DUPLICATE NOTATION.

11
12 IN THE EVENT THAT ANY "OPTIONAL" PROVISION OF THIS ACCOUNTING PROCEDURE IS NOT ADOPTED BY THE
13 PARTIES TO THE AGREEMENT BY A TYPED, PRINTED OR HANDWRITTEN INDICATION, SUCH PROVISION SHALL NOT
14 FORM A PART OF THIS ACCOUNTING PROCEDURE, AND NO INFERENCE SHALL BE MADE CONCERNING THE INTENT
15 OF THE PARTIES IN SUCH EVENT.

1. DEFINITIONS

16
17
18 All terms used in this Accounting Procedure shall have the following meaning, unless otherwise expressly defined in the Agreement:

19
20
21 "Affiliate" means for a person, another person that controls, is controlled by, or is under common control with that person. In this
22 definition, (a) control means the ownership by one person, directly or indirectly, of more than fifty percent (50%) of the voting securities
23 of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) "person" means an
24 individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

25
26 "Agreement" means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting
27 Procedure is attached.

28
29 "Controllable Material" means Material that, at the time of acquisition or disposition by the Joint Account, as applicable, is so classified
30 in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies (COPAS).

31
32 "Equalized Freight" means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest
33 Railway Receiving Point to the property.

34
35 "Excluded Amount" means a specified excluded trucking amount most recently recommended by COPAS.

36
37 "Field Office" means a structure, or portion of a structure, whether a temporary or permanent installation, the primary function of which is
38 to directly serve daily operation and maintenance activities of the Joint Property and which serves as a staging area for directly chargeable
39 field personnel.

40
41 "First Level Supervision" means those employees whose primary function in Joint Operations is the direct oversight of the Operator's
42 field employees and/or contract labor directly employed On-site in a field operating capacity. First Level Supervision functions may
43 include, but are not limited to:

- 44 • Responsibility for field employees and contract labor engaged in activities that can include field operations, maintenance,
45 construction, well remedial work, equipment movement and drilling
- 46 • Responsibility for day-to-day direct oversight of rig operations
- 47 • Responsibility for day-to-day direct oversight of construction operations
- 48 • Coordination of job priorities and approval of work procedures
- 49 • Responsibility for optimal resource utilization (equipment, Materials, personnel)
- 50 • Responsibility for meeting production and field operating expense targets
- 51 • Representation of the Parties in local matters involving community, vendors, regulatory agents and landowners, as an incidental
52 part of the supervisor's operating responsibilities
- 53 • Responsibility for all emergency responses with field staff
- 54 • Responsibility for implementing safety and environmental practices
- 55 • Responsibility for field adherence to company policy
- 56 • Responsibility for employment decisions and performance appraisals for field personnel
- 57 • Oversight of sub-groups for field functions such as electrical, safety, environmental, telecommunications, which may have group
58 or team leaders.

59
60
61 "Joint Account" means the account showing the charges paid and credits received in the conduct of the Joint Operations that are to be
62 shared by the Parties, but does not include proceeds attributable to hydrocarbons and by-products produced under the Agreement.

63
64 "Joint Operations" means all operations necessary or proper for the exploration, appraisal, development, production, protection,
65 maintenance, repair, abandonment, and restoration of the Joint Property.

1 **“Joint Property”** means the real and personal property subject to the Agreement.

2
3 **“Laws”** means any laws, rules, regulations, decrees, and orders of the United States of America or any state thereof and all other
4 governmental bodies, agencies, and other authorities having jurisdiction over or affecting the provisions contained in or the transactions
5 contemplated by the Agreement or the Parties and their operations, whether such laws now exist or are hereafter amended, enacted,
6 promulgated or issued.

7
8 **“Material”** means personal property, equipment, supplies, or consumables acquired or held for use by the Joint Property.

9
10 **“Non-Operators”** means the Parties to the Agreement other than the Operator.

11
12 **“Offshore Facilities”** means platforms, surface and subsea development and production systems, and other support systems such as oil and
13 gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping,
14 heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of
15 offshore operations, all of which are located offshore.

16
17 **“Off-site”** means any location that is not considered On-site as defined in this Accounting Procedure.

18
19 **“On-site”** means on the Joint Property when in direct conduct of Joint Operations. The term “On-site” shall also include that portion of
20 Offshore Facilities, Shore Base Facilities, fabrication yards, and staging areas from which Joint Operations are conducted, or other
21 facilities that directly control equipment on the Joint Property, regardless of whether such facilities are owned by the Joint Account.

22
23 **“Operator”** means the Party designated pursuant to the Agreement to conduct the Joint Operations.

24
25 **“Parties”** means legal entities signatory to the Agreement or their successors and assigns. Parties shall be referred to individually as
26 “Party.”

27
28 **“Participating Interest”** means the percentage of the costs and risks of conducting an operation under the Agreement that a Party agrees,
29 or is otherwise obligated, to pay and bear.

30
31 **“Participating Party”** means a Party that approves a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of
32 the costs and risks of conducting an operation under the Agreement.

33
34 **“Personal Expenses”** means reimbursed costs for travel and temporary living expenses.

35
36 **“Railway Receiving Point”** means the railhead nearest the Joint Property for which freight rates are published, even though an actual
37 railhead may not exist.

38
39 **“Shore Base Facilities”** means onshore support facilities that during Joint Operations provide such services to the Joint Property as a
40 receiving and transshipment point for Materials; debarkation point for drilling and production personnel and services; communication,
41 scheduling and dispatching center; and other associated functions serving the Joint Property.

42
43 **“Supply Store”** means a recognized source or common stock point for a given Material item.

44
45 **“Technical Services”** means services providing specific engineering, geoscience, or other professional skills, such as those performed by
46 engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of Joint
47 Operations; provided, however, Technical Services shall not include those functions specifically identified as overhead under the second
48 paragraph of the introduction of Section III (*Overhead*). Technical Services may be provided by the Operator, Operator’s Affiliate, Non-
49 Operator, Non-Operator Affiliates, and/or third parties.

50
51 **2. STATEMENTS AND BILLINGS**

52
53 The Operator shall bill Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the
54 preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all
55 charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified
56 and fully described in detail, or at the Operator’s option, Controllable Material may be summarized by major Material classifications.
57 Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.

58
59 The Operator may make available to Non-Operators any statements and bills required under Section I.2 and/or Section I.3.A (*Advances*
60 *and Payments by the Parties*) via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper
61 copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and
62 bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of
63 weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via
64 email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings
65 electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written
66 notice to the Operator.

1 **3. ADVANCES AND PAYMENTS BY THE PARTIES**

- 2
- 3 A. Unless otherwise provided for in the Agreement, the Operator may require the Non-Operators to advance their share of the estimated
- 4 cash outlay for the succeeding month's operations within fifteen (15) days after receipt of the advance request or by the first day of
- 5 the month for which the advance is required, whichever is later. The Operator shall adjust each monthly billing to reflect advances
- 6 received from the Non-Operators for such month. If a refund is due, the Operator shall apply the amount to be refunded to the
- 7 subsequent month's billing or advance, unless the Non-Operator sends the Operator a written request for a cash refund. The Operator
- 8 shall remit the refund to the Non-Operator within fifteen (15) days of receipt of such written request.
- 9
- 10 B. Except as provided below, each Party shall pay its proportionate share of all bills in full within fifteen (15) days of receipt date. If
- 11 payment is not made within such time, the unpaid balance shall bear interest compounded monthly at the prime rate published by the
- 12 *Wall Street Journal* on the first day of each month the payment is delinquent, plus three percent (3%), per annum, or the maximum
- 13 contract rate permitted by the applicable usury Laws governing the Joint Property, whichever is the lesser, plus attorney's fees, court
- 14 costs, and other costs in connection with the collection of unpaid amounts. If the *Wall Street Journal* ceases to be published or
- 15 discontinues publishing a prime rate, the unpaid balance shall bear interest compounded monthly at the prime rate published by the
- 16 Federal Reserve plus three percent (3%), per annum. Interest shall begin accruing on the first day of the month in which the payment
- 17 was due. Payment shall not be reduced or delayed as a result of inquiries or anticipated credits unless the Operator has agreed.
- 18 Notwithstanding the foregoing, the Non-Operator may reduce payment, provided it furnishes documentation and explanation to the
- 19 Operator at the time payment is made, to the extent such reduction is caused by:
- 20
- 21 (1) being billed at an incorrect working interest or Participating Interest that is higher than such Non-Operator's actual working
- 22 interest or Participating Interest, as applicable; or
- 23 (2) being billed for a project or AFE requiring approval of the Parties under the Agreement that the Non-Operator has not approved
- 24 or is not otherwise obligated to pay under the Agreement; or
- 25 (3) being billed for a property in which the Non-Operator no longer owns a working interest, provided the Non-Operator has
- 26 furnished the Operator a copy of the recorded assignment or letter in-lieu. Notwithstanding the foregoing, the Non-Operator
- 27 shall remain responsible for paying bills attributable to the interest it sold or transferred for any bills rendered during the thirty
- 28 (30) day period following the Operator's receipt of such written notice; or
- 29 (4) charges outside the adjustment period, as provided in Section I.4 (*Adjustments*).

30

31 **4. ADJUSTMENTS**

- 32
- 33 A. Payment of any such bills shall not prejudice the right of any Party to protest or question the correctness thereof; however, all bills
- 34 and statements, including payout statements, rendered during any calendar year shall conclusively be presumed to be true and correct,
- 35 with respect only to expenditures, after twenty-four (24) months following the end of any such calendar year, unless within said
- 36 period a Party takes specific detailed written exception thereto making a claim for adjustment. The Operator shall provide a response
- 37 to all written exceptions, whether or not contained in an audit report, within the time periods prescribed in Section I.5 (*Expenditure*
- 38 *Audits*).
- 39
- 40 B. All adjustments initiated by the Operator, except those described in items (1) through (4) of this Section I.4.B, are limited to the
- 41 twenty-four (24) month period following the end of the calendar year in which the original charge appeared or should have appeared
- 42 on the Operator's Joint Account statement or payout statement. Adjustments that may be made beyond the twenty-four (24) month
- 43 period are limited to adjustments resulting from the following:
- 44
- 45 (1) a physical inventory of Controllable Material as provided for in Section V (*Inventories of Controllable Material*), or
- 46 (2) an offsetting entry (whether in whole or in part) that is the direct result of a specific joint interest audit exception granted by the
- 47 Operator relating to another property, or
- 48 (3) a government/regulatory audit, or
- 49 (4) a working interest ownership or Participating Interest adjustment.

50

51 **5. EXPENDITURE AUDITS**

- 52
- 53 A. A Non-Operator, upon written notice to the Operator and all other Non-Operators, shall have the right to audit the Operator's
- 54 accounts and records relating to the Joint Account within the twenty-four (24) month period following the end of such calendar year in
- 55 which such bill was rendered; however, conducting an audit shall not extend the time for the taking of written exception to and the
- 56 adjustment of accounts as provided for in Section I.4 (*Adjustments*). Any Party that is subject to payout accounting under the
- 57 Agreement shall have the right to audit the accounts and records of the Party responsible for preparing the payout statements, or of
- 58 the Party furnishing information to the Party responsible for preparing payout statements. Audits of payout accounts may include the
- 59 volumes of hydrocarbons produced and saved and proceeds received for such hydrocarbons as they pertain to payout accounting
- 60 required under the Agreement. Unless otherwise provided in the Agreement, audits of a payout account shall be conducted within the
- 61 twenty-four (24) month period following the end of the calendar year in which the payout statement was rendered.

62

63 Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a

64 manner that will result in a minimum of inconvenience to the Operator. The Operator shall bear no portion of the Non-Operators'

65 audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year

66 without prior approval of the Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of

1 those Non-Operators approving such audit.

2
3 The Non-Operator leading the audit (hereinafter "lead audit company") shall issue the audit report within ninety (90) days after
4 completion of the audit testing and analysis; however, the ninety (90) day time period shall not extend the twenty-four (24) month
5 requirement for taking specific detailed written exception as required in Section I.4.A (*Adjustments*) above. All claims shall be
6 supported with sufficient documentation.

7
8 A timely filed written exception or audit report containing written exceptions (hereinafter "written exceptions") shall, with respect to
9 the claims made therein, preclude the Operator from asserting a statute of limitations defense against such claims, and the Operator
10 hereby waives its right to assert any statute of limitations defense against such claims for so long as any Non-Operator continues to
11 comply with the deadlines for resolving exceptions provided in this Accounting Procedure. If the Non-Operators fail to comply with
12 the additional deadlines in Section I.5.B or I.5.C, the Operator's waiver of its rights to assert a statute of limitations defense against
13 the claims brought by the Non-Operators shall lapse, and such claims shall then be subject to the applicable statute of limitations,
14 provided that such waiver shall not lapse in the event that the Operator has failed to comply with the deadlines in Section I.5.B or
15 I.5.C.

16
17 B. The Operator shall provide a written response to all exceptions in an audit report within one hundred eighty (180) days after Operator
18 receives such report. Denied exceptions should be accompanied by a substantive response. If the Operator fails to provide substantive
19 response to an exception within this one hundred eighty (180) day period, the Operator will owe interest on that exception or portion
20 thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section
21 I.3.B (*Advances and Payments by the Parties*).

22
23 C. The lead audit company shall reply to the Operator's response to an audit report within ninety (90) days of receipt, and the Operator
24 shall reply to the lead audit company's follow-up response within ninety (90) days of receipt; provided, however, each Non-Operator
25 shall have the right to represent itself if it disagrees with the lead audit company's position or believes the lead audit company is not
26 adequately fulfilling its duties. Unless otherwise provided for in Section I.5.E, if the Operator fails to provide substantive response
27 to an exception within this ninety (90) day period, the Operator will owe interest on that exception or portion thereof, if ultimately
28 granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section I.3.B (*Advances and
29 Payments by the Parties*).

30
31 D. If any Party fails to meet the deadlines in Sections I.5.B or I.5.C or if any audit issues are outstanding fifteen (15) months after
32 Operator receives the audit report, the Operator or any Non-Operator participating in the audit has the right to call a resolution
33 meeting, as set forth in this Section I.5.D or it may invoke the dispute resolution procedures included in the Agreement, if applicable.
34 The meeting will require one month's written notice to the Operator and all Non-Operators participating in the audit. The meeting
35 shall be held at the Operator's office or mutually agreed location, and shall be attended by representatives of the Parties with
36 authority to resolve such outstanding issues. Any Party who fails to attend the resolution meeting shall be bound by any resolution
37 reached at the meeting. The lead audit company will make good faith efforts to coordinate the response and positions of the
38 Non-Operator participants throughout the resolution process; however, each Non-Operator shall have the right to represent itself.
39 Attendees will make good faith efforts to resolve outstanding issues, and each Party will be required to present substantive information
40 supporting its position. A resolution meeting may be held as often as agreed to by the Parties. Issues unresolved at one meeting may
41 be discussed at subsequent meetings until each such issue is resolved.

42
43 If the Agreement contains no dispute resolution procedures and the audit issues cannot be resolved by negotiation, the dispute shall
44 be submitted to mediation. In such event, promptly following one Party's written request for mediation, the Parties to the dispute
45 shall choose a mutually acceptable mediator and share the costs of mediation services equally. The Parties shall each have present
46 at the mediation at least one individual who has the authority to settle the dispute. The Parties shall make reasonable efforts to
47 ensure that the mediation commences within sixty (60) days of the date of the mediation request. Notwithstanding the above, any
48 Party may file a lawsuit or complaint (1) if the Parties are unable after reasonable efforts, to commence mediation within sixty (60)
49 days of the date of the mediation request, (2) for statute of limitations reasons, or (3) to seek a preliminary injunction or other
50 provisional judicial relief, if in its sole judgment an injunction or other provisional relief is necessary to avoid irreparable damage or
51 to preserve the status quo. Despite such action, the Parties shall continue to try to resolve the dispute by mediation.

52
53 E. (*Optional Provision – Forfeiture Penalties*)

54 *If the Non-Operators fail to meet the deadline in Section I.5.C, any unresolved exceptions that were not addressed by the Non-*
55 *Operators within one (1) year following receipt of the last substantive response of the Operator shall be deemed to have been*
56 *withdrawn by the Non-Operators. If the Operator fails to meet the deadlines in Section I.5.B or I.5.C, any unresolved exceptions that*
57 *were not addressed by the Operator within one (1) year following receipt of the audit report or receipt of the last substantive response*
58 *of the Non-Operators, whichever is later, shall be deemed to have been granted by the Operator and adjustments shall be made,*
59 *without interest, to the Joint Account.*

60
61 **6. APPROVAL BY PARTIES**

62
63 A. GENERAL MATTERS

64
65 Where an approval or other agreement of the Parties or Non-Operators is expressly required under other Sections of this Accounting
66 Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the

1 Operator shall notify all Non-Operators of the Operator's proposal and the agreement or approval of a majority in interest of the
2 Non-Operators shall be controlling on all Non-Operators.

3
4 This Section I.6.A applies to specific situations of limited duration where a Party proposes to change the accounting for charges from
5 that prescribed in this Accounting Procedure. This provision does not apply to amendments to this Accounting Procedure, which are
6 covered by Section I.6.B.

7
8 **B. AMENDMENTS**

9
10 If the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, this Accounting
11 Procedure can be amended by an affirmative vote of two (2) or more Parties, one of which is the Operator,
12 having a combined working interest of at least sixty six and 67/100 percent (66.67 %), which approval shall be binding on all Parties,
13 provided, however, approval of at least one (1) Non-Operator shall be required.

14
15 **C. AFFILIATES**

16
17 For the purpose of administering the voting procedures of Sections I.6.A and I.6.B, if Parties to this Agreement are Affiliates of each
18 other, then such Affiliates shall be combined and treated as a single Party having the combined working interest or Participating
19 Interest of such Affiliates.

20
21 For the purposes of administering the voting procedures in Section I.6.A, if a Non-Operator is an Affiliate of the Operator, votes
22 under Section I.6.A shall require the majority in interest of the Non-Operator(s) after excluding the interest of the Operator's
23 Affiliate.

24
25 **II. DIRECT CHARGES**

26
27 The Operator shall charge the Joint Account with the following items:

28
29 **1. RENTALS AND ROYALTIES**

30
31 Lease rentals and royalties paid by the Operator, on behalf of all Parties, for the Joint Operations.

32
33 **2. LABOR**

34
35 **A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 ("Chargeability of Incentive
36 Compensation Programs"), for:**

- 37
38 (1) Operator's field employees directly employed On-site in the conduct of Joint Operations,
39
40 (2) Operator's employees directly employed on Shore Base Facilities, Offshore Facilities, or other facilities serving the Joint
41 Property if such costs are not charged under Section II.6 (*Equipment and Facilities Furnished by Operator*) or are not a
42 function covered under Section III (*Overhead*),
43
44 (3) Operator's employees providing First Level Supervision,
45
46 (4) Operator's employees providing On-site Technical Services for the Joint Property if such charges are excluded from the
47 overhead rates in Section III (*Overhead*),
48
49 (5) Operator's employees providing Off-site Technical Services for the Joint Property if such charges are excluded from the
50 overhead rates in Section III (*Overhead*).

51
52 Charges for the Operator's employees identified in Section II.2.A may be made based on the employee's actual salaries and wages,
53 or in lieu thereof, a day rate representing the Operator's average salaries and wages of the employee's specific job category.

54
55 Charges for personnel chargeable under this Section II.2.A who are foreign nationals shall not exceed comparable compensation paid
56 to an equivalent U.S. employee pursuant to this Section II.2, unless otherwise approved by the Parties pursuant to Section
57 I.6.A (*General Matters*).

58
59 **B. Operator's cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose
60 salaries and wages are chargeable to the Joint Account under Section II.2.A, excluding severance payments or other termination
61 allowances. Such costs under this Section II.2.B may be charged on a "when and as-paid basis" or by "percentage assessment" on the
62 amount of salaries and wages chargeable to the Joint Account under Section II.2.A. If percentage assessment is used, the rate shall
63 be based on the Operator's cost experience.**

64
65 **C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs
66 chargeable to the Joint Account under Sections II.2.A and B.**

- 1 D. Personal Expenses of personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A when the
2 expenses are incurred in connection with directly chargeable activities.
3
- 4 E. Reasonable relocation costs incurred in transferring to the Joint Property personnel whose salaries and wages are chargeable to the
5 Joint Account under Section II.2.A. Notwithstanding the foregoing, relocation costs that result from reorganization or merger of a
6 Party, or that are for the primary benefit of the Operator, shall not be chargeable to the Joint Account. Extraordinary relocation
7 costs, such as those incurred as a result of transfers from remote locations, such as Alaska or overseas, shall not be charged to the
8 Joint Account unless approved by the Parties pursuant to Section I.6.A (*General Matters*).
9
- 10 F. Training costs as specified in COPAS MFI-35 ("Charging of Training Costs to the Joint Account") for personnel whose salaries and
11 wages are chargeable under Section II.2.A. This training charge shall include the wages, salaries, training course cost, and Personal
12 Expenses incurred during the training session. The training cost shall be charged or allocated to the property or properties directly
13 benefiting from the training. The cost of the training course shall not exceed prevailing commercial rates, where such rates are
14 available.
15
- 16 G. Operator's current cost of established plans for employee benefits, as described in COPAS MFI-27 ("Employee Benefits Chargeable
17 to Joint Operations and Subject to Percentage Limitation"), applicable to the Operator's labor costs chargeable to the Joint Account
18 under Sections II.2.A and B based on the Operator's actual cost not to exceed the employee benefits limitation percentage most
19 recently recommended by COPAS.
20
- 21 H. Award payments to employees, in accordance with COPAS MFI-49 ("Awards to Employees and Contractors") for personnel whose
22 salaries and wages are chargeable under Section II.2.A.
23

24 **3. MATERIAL**

25
26 Material purchased or furnished by the Operator for use on the Joint Property in the conduct of Joint Operations as provided under Section
27 IV (*Material Purchases, Transfers, and Dispositions*). Only such Material shall be purchased for or transferred to the Joint Property as
28 may be required for immediate use or is reasonably practical and consistent with efficient and economical operations. The accumulation
29 of surplus stocks shall be avoided.
30

31 **4. TRANSPORTATION**

- 32
33 A. Transportation of the Operator's, Operator's Affiliate's, or contractor's personnel necessary for Joint Operations.
34
- 35 B. Transportation of Material between the Joint Property and another property, or from the Operator's warehouse or other storage point
36 to the Joint Property, shall be charged to the receiving property using one of the methods listed below. Transportation of Material
37 from the Joint Property to the Operator's warehouse or other storage point shall be paid for by the Joint Property using one of the
38 methods listed below:
39
- 40 (1) If the actual trucking charge is less than or equal to the Excluded Amount the Operator may charge actual trucking cost or a
41 theoretical charge from the Railway Receiving Point to the Joint Property. The basis for the theoretical charge is the per
42 hundred weight charge plus fuel surcharges from the Railway Receiving Point to the Joint Property. The Operator shall
43 consistently apply the selected alternative.
44
- 45 (2) If the actual trucking charge is greater than the Excluded Amount, the Operator shall charge Equalized Freight. Accessorial
46 charges such as loading and unloading costs, split pick-up costs, detention, call out charges, and permit fees shall be charged
47 directly to the Joint Property and shall not be included when calculating the Equalized Freight.
48

49 **5. SERVICES**

50
51 The cost of contract services, equipment, and utilities used in the conduct of Joint Operations, except for contract services, equipment, and
52 utilities covered by Section III (*Overhead*), or Section II.7 (*Affiliates*), or excluded under Section II.9 (*Legal Expense*). Awards paid to
53 contractors shall be chargeable pursuant to COPAS MFI-49 ("Awards to Employees and Contractors").
54

55 The costs of third party Technical Services are chargeable to the extent excluded from the overhead rates under Section III (*Overhead*).
56

57 **6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR**

58
59 In the absence of a separately negotiated agreement, equipment and facilities furnished by the Operator will be charged as follows:
60

- 61 A. The Operator shall charge the Joint Account for use of Operator-owned equipment and facilities, including but not limited to
62 production facilities, Shore Base Facilities, Offshore Facilities, and Field Offices, at rates commensurate with the costs of ownership
63 and operation. The cost of Field Offices shall be chargeable to the extent the Field Offices provide direct service to personnel who
64 are chargeable pursuant to Section II.2.A (*Labor*). Such rates may include labor, maintenance, repairs, other operating expense,
65 insurance, taxes, depreciation using straight line depreciation method, and interest on gross investment less accumulated depreciation
66 not to exceed prime rate + 2% / percent (_____%) per annum; provided, however, depreciation shall not be charged when the
at Citibank, Midland, Texas

1 equipment and facilities investment have been fully depreciated. The rate may include an element of the estimated cost for
2 abandonment, reclamation, and dismantlement. Such rates shall not exceed the average commercial rates currently prevailing in the
3 immediate area of the Joint Property.
4

- 5 B. In lieu of charges in Section II.6.A above, the Operator may elect to use average commercial rates prevailing in the immediate area
6 of the Joint Property, less twenty percent (20%). If equipment and facilities are charged under this Section II.6.B, the Operator shall
7 adequately document and support commercial rates and shall periodically review and update the rate and the supporting
8 documentation. For automotive equipment, the Operator may elect to use rates published by the Petroleum Motor Transport
9 Association (PMTA) or such other organization recognized by COPAS as the official source of rates.
10

11 7. AFFILIATES

- 12
13 A. Charges for an Affiliate's goods and/or services used in operations requiring an AFE or other authorization from the Non-Operators
14 may be made without the approval of the Parties provided (i) the Affiliate is identified and the Affiliate goods and services are
15 specifically detailed in the approved AFE or other authorization, and (ii) the total costs for such Affiliate's goods and services billed
16 to such individual project do not exceed \$ 50,000.00 . If the total costs for an Affiliate's goods and services charged to such
17 individual project are not specifically detailed in the approved AFE or authorization or exceed such amount, charges for such
18 Affiliate shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).
19
20 B. For an Affiliate's goods and/or services used in operations not requiring an AFE or other authorization from the Non-Operators,
21 charges for such Affiliate's goods and services shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*), if the
22 charges exceed \$ 100,000.00 in a given calendar year.
23
24 C. The cost of the Affiliate's goods or services shall not exceed average commercial rates prevailing in the area of the Joint Property,
25 unless the Operator obtains the Non-Operators' approval of such rates. The Operator shall adequately document and support
26 commercial rates and shall periodically review and update the rate and the supporting documentation; provided, however,
27 documentation of commercial rates shall not be required if the Operator obtains Non-Operator approval of its Affiliate's rates or
28 charges prior to billing Non-Operators for such Affiliate's goods and services. Notwithstanding the foregoing, direct charges for
29 Affiliate-owned communication facilities or systems shall be made pursuant to Section II.12 (*Communications*).
30

31 If the Parties fail to designate an amount in Sections II.7.A or II.7.B, in each instance the amount deemed adopted by the Parties as a
32 result of such omission shall be the amount established as the Operator's expenditure limitation in the Agreement. If the Agreement
33 does not contain an Operator's expenditure limitation, the amount deemed adopted by the Parties as a result of such omission shall be
34 zero dollars (\$ 0.00).
35

36 8. DAMAGES AND LOSSES TO JOINT PROPERTY

37
38 All costs or expenses necessary for the repair or replacement of Joint Property resulting from damages or losses incurred, except to the
39 extent such damages or losses result from a Party's or Parties' gross negligence or willful misconduct, in which case such Party or Parties
40 shall be solely liable.
41

42 The Operator shall furnish the Non-Operator written notice of damages or losses incurred as soon as practicable after a report has been
43 received by the Operator.
44

45 9. LEGAL EXPENSE

46
47 Recording fees and costs of handling, settling, or otherwise discharging litigation, claims, and liens incurred in or resulting from
48 operations under the Agreement, or necessary to protect or recover the Joint Property, to the extent permitted under the Agreement. Costs
49 of the Operator's or Affiliate's legal staff or outside attorneys, including fees and expenses, are not chargeable unless approved by the
50 Parties pursuant to Section I.6.A (*General Matters*) or otherwise provided for in the Agreement.
51

52 Notwithstanding the foregoing paragraph, costs for procuring abstracts, fees paid to outside attorneys for title examinations (including
53 preliminary, supplemental, shut-in royalty opinions, division order title opinions), and curative work shall be chargeable to the extent
54 permitted as a direct charge in the Agreement.
55
56

57 10. TAXES AND PERMITS

58
59 All taxes and permitting fees of every kind and nature, assessed or levied upon or in connection with the Joint Property, or the production
60 therefrom, and which have been paid by the Operator for the benefit of the Parties, including penalties and interest, except to the extent the
61 penalties and interest result from the Operator's gross negligence or willful misconduct.
62

63 If ad valorem taxes paid by the Operator are based in whole or in part upon separate valuations of each Party's working interest, then
64 notwithstanding any contrary provisions, the charges to the Parties will be made in accordance with the tax value generated by each Party's
65 working interest.
66

1 Costs of tax consultants or advisors, the Operator's employees, or Operator's Affiliate employees in matters regarding ad valorem or other
2 tax matters, are not permitted as direct charges unless approved by the Parties pursuant to Section I.6.A (*General Matters*).

3
4 Charges to the Joint Account resulting from sales/use tax audits, including extrapolated amounts and penalties and interest, are permitted,
5 provided the Non-Operator shall be allowed to review the invoices and other underlying source documents which served as the basis for
6 tax charges and to determine that the correct amount of taxes were charged to the Joint Account. If the Non-Operator is not permitted to
7 review such documentation, the sales/use tax amount shall not be directly charged unless the Operator can conclusively document the
8 amount owed by the Joint Account.

9
10 **11. INSURANCE**

11
12 Net premiums paid for insurance required to be carried for Joint Operations for the protection of the Parties. If Joint Operations are
13 conducted at locations where the Operator acts as self-insurer in regard to its worker's compensation and employer's liability insurance
14 obligation, the Operator shall charge the Joint Account manual rates for the risk assumed in its self-insurance program as regulated by the
15 jurisdiction governing the Joint Property. In the case of offshore operations in federal waters, the manual rates of the adjacent state shall be
16 used for personnel performing work On-site, and such rates shall be adjusted for offshore operations by the U.S. Longshoreman and
17 Harbor Workers (USL&H) or Jones Act surcharge, as appropriate.

18
19 **12. COMMUNICATIONS**

20
21 Costs of acquiring, leasing, installing, operating, repairing, and maintaining communication facilities or systems, including satellite, radio
22 and microwave facilities, between the Joint Property and the Operator's office(s) directly responsible for field operations in accordance
23 with the provisions of COPAS MFI-44 ("Field Computer and Communication Systems"). If the communications facilities or systems
24 serving the Joint Property are Operator-owned, charges to the Joint Account shall be made as provided in Section II.6 (*Equipment and*
25 *Facilities Furnished by Operator*). If the communication facilities or systems serving the Joint Property are owned by the Operator's
26 Affiliate, charges to the Joint Account shall not exceed average commercial rates prevailing in the area of the Joint Property. The Operator
27 shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting
28 documentation.

29
30 **13. ECOLOGICAL, ENVIRONMENTAL, AND SAFETY**

31
32 Costs incurred for Technical Services and drafting to comply with ecological, environmental and safety Laws or standards recommended by
33 Occupational Safety and Health Administration (OSHA) or other regulatory authorities. All other labor and functions incurred for
34 ecological, environmental and safety matters, including management, administration, and permitting, shall be covered by Sections II.2
35 (*Labor*), II.5 (*Services*), or Section III (*Overhead*), as applicable.

36
37 Costs to provide or have available pollution containment and removal equipment plus actual costs of control and cleanup and resulting
38 responsibilities of oil and other spills as well as discharges from permitted outfalls as required by applicable Laws, or other pollution
39 containment and removal equipment deemed appropriate by the Operator for prudent operations, are directly chargeable.

40
41 **14. ABANDONMENT AND RECLAMATION**

42
43 Costs incurred for abandonment and reclamation of the Joint Property, including costs required by lease agreements or by Laws.

44
45 **15. OTHER EXPENDITURES**

46
47 Any other expenditure not covered or dealt with in the foregoing provisions of this Section II (*Direct Charges*), or in Section III
48 (*Overhead*) and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the
49 Joint Operations. Charges made under this Section II.15 shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

50
51
52 **III. OVERHEAD**

53
54 As compensation for costs not specifically identified as chargeable to the Joint Account pursuant to Section II (*Direct Charges*), the Operator
55 shall charge the Joint Account in accordance with this Section III.

56
57 Functions included in the overhead rates regardless of whether performed by the Operator, Operator's Affiliates or third parties and regardless
58 of location, shall include, but not be limited to, costs and expenses of:

- 59
60
- 61 • warehousing, other than for warehouses that are jointly owned under this Agreement
 - 62 • design and drafting (except when allowed as a direct charge under Sections II.13, III.1.A(ii), and III.2, Option B)
 - 63 • inventory costs not chargeable under Section V (*Inventories of Controllable Material*)
 - 64 • procurement
 - 65 • administration
 - 66 • accounting and auditing
 - gas dispatching and gas chart integration

- 1 • human resources
- 2 • management
- 3 • supervision not directly charged under Section II.2 (*Labor*)
- 4 • legal services not directly chargeable under Section II.9 (*Legal Expense*)
- 5 • taxation, other than those costs identified as directly chargeable under Section II.10 (*Taxes and Permits*)
- 6 • preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with
- 7 governmental agencies or other authorities having jurisdiction over the Joint Property, other than On-site inspections; reviewing,
- 8 interpreting, or submitting comments on or lobbying with respect to Laws or proposed Laws.

9
10 Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and Personal Expenses of personnel performing
11 overhead functions, as well as office and other related expenses of overhead functions.

12
13 **1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS**

14
15 As compensation for costs incurred but not chargeable under Section II (*Direct Charges*) and not covered by other provisions of this
16 Section III, the Operator shall charge on either:

- 17
18 (**Alternative 1**) Fixed Rate Basis, Section III.1.B.
19 (**Alternative 2**) Percentage Basis, Section III.1.C.

20
21 **A. TECHNICAL SERVICES**

22
23 (i) Except as otherwise provided in Section II.13 (*Ecological Environmental, and Safety*) and Section III.2 (*Overhead – Major*
24 *Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages,
25 related payroll burdens and benefits, and Personal Expenses for **On-site** Technical Services, including third party Technical
26 Services:

- 27
28 (**Alternative 1 – Direct**) shall be charged direct to the Joint Account.
29
30 (**Alternative 2 – Overhead**) shall be covered by the overhead rates.

31
32 (ii) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major*
33 *Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages,
34 related payroll burdens and benefits, and Personal Expenses for **Off-site** Technical Services, including third party Technical
35 Services:

- 36
37 (**Alternative 1 – All Overhead**) shall be covered by the overhead rates.
38
39 (**Alternative 2 – All Direct**) shall be charged direct to the Joint Account.
40
41 (**Alternative 3 – Drilling Direct**) shall be charged direct to the Joint Account, only to the extent such Technical Services
42 are directly attributable to drilling, re-drilling, deepening, or sidetracking operations, through completion, temporary
43 abandonment, or abandonment if a dry hole. Off-site Technical Services for all other operations, including workover,
44 recompletion, abandonment of producing wells, and the construction or expansion of fixed assets not covered by Section
45 III.2 (*Overhead - Major Construction and Catastrophe*) shall be covered by the overhead rates.

46
47 Notwithstanding anything to the contrary in this Section III, Technical Services provided by Operator's Affiliates are subject to limitations
48 set forth in Section II.7 (*Affiliates*). Charges for Technical personnel performing non-technical work shall not be governed by this Section
49 III.1.A, but instead governed by other provisions of this Accounting Procedure relating to the type of work being performed.

50
51 **B. OVERHEAD—FIXED RATE BASIS**

52
53 (1) The Operator shall charge the Joint Account at the following rates per well per month:

54
55 Drilling Well Rate per month \$ 6,500.00 (prorated for less than a full month)

56
57 Producing Well Rate per month \$ 650.00

58
59 (2) Application of Overhead—Drilling Well Rate shall be as follows:

60
61 (a) Charges for onshore drilling wells shall begin on the spud date and terminate on the date the drilling and/or completion
62 equipment used on the well is released, whichever occurs later. Charges for offshore and inland waters drilling wells shall
63 begin on the date the drilling or completion equipment arrives on location and terminate on the date the drilling or completion
64 equipment moves off location, or is released, whichever occurs first. No charge shall be made during suspension of drilling
65 and/or completion operations for fifteen (15) or more consecutive calendar days.

(b) Charges for any well undergoing any type of workover, recompletion, and/or abandonment for a period of five (5) or more consecutive work-days shall be made at the Drilling Well Rate. Such charges shall be applied for the period from date operations, with rig or other units used in operations, commence through date of rig or other unit release, except that no charges shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(3) Application of Overhead—Producing Well Rate shall be as follows:

(a) An active well that is produced, injected into for recovery or disposal, or used to obtain water supply to support operations for any portion of the month shall be considered as a one-well charge for the entire month.

(b) Each active completion in a multi-completed well shall be considered as a one-well charge provided each completion is considered a separate well by the governing regulatory authority.

(c) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well, unless the Drilling Well Rate applies, as provided in Sections III.1.B.(2)(a) or (b). This one-well charge shall be made whether or not the well has produced.

(d) An active gas well shut in because of overproduction or failure of a purchaser, processor, or transporter to take production shall be considered as a one-well charge provided the gas well is directly connected to a permanent sales outlet.

(e) Any well not meeting the criteria set forth in Sections III.1.B.(3) (a), (b), (c), or (d) shall not qualify for a producing overhead charge.

(4) The well rates shall be adjusted on the first day of April each year following the effective date of the Agreement; provided, however, if this Accounting Procedure is attached to or otherwise governing the payout accounting under a farmout agreement, the rates shall be adjusted on the first day of April each year following the effective date of such farmout agreement. The adjustment shall be computed by applying the adjustment factor most recently published by COPAS. The adjusted rates shall be the initial or amended rates agreed to by the Parties increased or decreased by the adjustment factor described herein, for each year from the effective date of such rates, in accordance with COPAS MFI-47 (“Adjustment of Overhead Rates”).

~~C. OVERHEAD—PERCENTAGE BASIS~~

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

~~(a) Development Rate _____ percent (_____) % of the cost of development of the Joint Property, exclusive of costs provided under Section II.9 (Legal Expense) and all Material salvage credits.~~

~~(b) Operating Rate _____ percent (_____) % of the cost of operating the Joint Property, exclusive of costs provided under Sections II.1 (Rentals and Royalties) and II.9 (Legal Expense); all Material salvage credits; the value of substances purchased for enhanced recovery; all property and ad valorem taxes, and any other taxes and assessments that 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:~~

~~(a) The Development Rate shall be applied to all costs in connection with:~~

- ~~[i] drilling, redrilling, sidetracking, or deepening of a well~~
- ~~[ii] a well undergoing plugback or workover operations for a period of five (5) or more consecutive work-days~~
- ~~[iii] preliminary expenditures necessary in preparation for drilling~~
- ~~[iv] expenditures incurred in abandoning when the well is not completed as a producer~~
- ~~[v] construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, other than Major Construction or Catastrophe as defined in Section III.2 (Overhead—Major Construction and Catastrophe).~~

~~(b) The Operating Rate shall be applied to all other costs in connection with Joint Operations, except those subject to Section III.2 (Overhead—Major Construction and Catastrophe).~~

2. OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHE

To compensate the Operator for overhead costs incurred in connection with a Major Construction project or Catastrophe, the Operator shall either negotiate a rate prior to the beginning of the project, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of the Operator’s expenditure limit under the Agreement, or for any Catastrophe regardless of the amount. If the Agreement to which this Accounting Procedure is attached does not contain an expenditure limit, Major Construction Overhead shall be assessed for any single Major Construction project costing in excess of \$100,000 gross.

1 Major Construction shall mean the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly
2 discernible as a fixed asset required for the development and operation of the Joint Property, or in the dismantlement, abandonment,
3 removal, and restoration of platforms, production equipment, and other operating facilities.
4

5 Catastrophe is defined as a sudden calamitous event bringing damage, loss, or destruction to property or the environment, such as an oil
6 spill, blowout, explosion, fire, storm, hurricane, or other disaster. The overhead rate shall be applied to those costs necessary to restore the
7 Joint Property to the equivalent condition that existed prior to the event.
8

9 A. If the Operator absorbs the engineering, design and drafting costs related to the project:
10

- 11 (1) 5 % of total costs if such costs are less than \$100,000; plus
12
13 (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
14
15 (3) 2 % of total costs in excess of \$1,000,000.
16

17 B. If the Operator charges engineering, design and drafting costs related to the project directly to the Joint Account:
18

- 19 (1) 5 % of total costs if such costs are less than \$100,000; plus
20
21 (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
22
23 (3) 2 % of total costs in excess of \$1,000,000.
24

25 Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single Major
26 Construction project shall not be treated separately, and the cost of drilling and workover wells and purchasing and installing pumping
27 units and downhole artificial lift equipment shall be excluded. For Catastrophes, the rates shall be applied to all costs associated with each
28 single occurrence or event.
29

30 On each project, the Operator shall advise the Non-Operator(s) in advance which of the above options shall apply.
31

32 For the purposes of calculating Catastrophe Overhead, the cost of drilling relief wells, substitute wells, or conducting other well operations
33 directly resulting from the catastrophic event shall be included. Expenditures to which these rates apply shall not be reduced by salvage or
34 insurance recoveries. Expenditures that qualify for Major Construction or Catastrophe Overhead shall not qualify for overhead under any
35 other overhead provisions.
36

37 In the event of any conflict between the provisions of this Section III.2 and the provisions of Sections II.2 (*Labor*), II.5 (*Services*), or II.7
38 (*Affiliates*), the provisions of this Section III.2 shall govern.
39

40 3. AMENDMENT OF OVERHEAD RATES 41

42 The overhead rates provided for in this Section III may be amended from time to time if, in practice, the rates are found to be insufficient
43 or excessive, in accordance with the provisions of Section I.6.B (*Amendments*).
44
45

46 IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS 47

48 The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and
49 dispositions. The Operator shall provide all Material for use in the conduct of Joint Operations; however, Material may be supplied by the Non-
50 Operators, at the Operator's option. Material furnished by any Party shall be furnished without any express or implied warranties as to quality,
51 fitness for use, or any other matter.
52

53 1. DIRECT PURCHASES 54

55 Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. The
56 Operator shall make good faith efforts to take discounts offered by suppliers, but shall not be liable for failure to take discounts except to
57 the extent such failure was the result of the Operator's gross negligence or willful misconduct. A direct purchase shall be deemed to occur
58 when an agreement is made between an Operator and a third party for the acquisition of Material for a specific well site or location.
59 Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material
60 does not pass from the manufacturer, distributor, or agent until usage, is considered a direct purchase. If Material is found to be defective
61 or is returned to the manufacturer, distributor, or agent for any other reason, credit shall be passed to the Joint Account within sixty (60)
62 days after the Operator has received adjustment from the manufacturer, distributor, or agent.
63
64
65
66

1 2. TRANSFERS
2

3 A transfer is determined to occur when the Operator (i) furnishes Material from a storage facility or from another operated property, (ii) has
4 assumed liability for the storage costs and changes in value, and (iii) has previously secured and held title to the transferred Material.
5 Similarly, the removal of Material from the Joint Property to a storage facility or to another operated property is also considered a transfer;
6 provided, however, Material that is moved from the Joint Property to a storage location for safe-keeping pending disposition may remain
7 charged to the Joint Account and is not considered a transfer. Material shall be disposed of in accordance with Section IV.3 (*Disposition of*
8 *Surplus*) and the Agreement to which this Accounting Procedure is attached.
9

10 A. PRICING
11

12 The value of Material transferred to/from the Joint Property should generally reflect the market value on the date of physical transfer.
13 Regardless of the pricing method used, the Operator shall make available to the Non-Operators sufficient documentation to verify the
14 Material valuation. When higher than specification grade or size tubulars are used in the conduct of Joint Operations, the Operator
15 shall charge the Joint Account at the equivalent price for well design specification tubulars, unless such higher specification grade or
16 sized tubulars are approved by the Parties pursuant to Section I.6.A (*General Matters*). Transfers of new Material will be priced
17 using one of the following pricing methods; provided, however, the Operator shall use consistent pricing methods, and not alternate
18 between methods for the purpose of choosing the method most favorable to the Operator for a specific transfer:
19

- 20 (1) Using published prices in effect on date of movement as adjusted by the appropriate COPAS Historical Price Multiplier (HPM)
21 or prices provided by the COPAS Computerized Equipment Pricing System (CEPS).
22
23 (a) For oil country tubulars and line pipe, the published price shall be based upon eastern mill carload base prices (Houston,
24 Texas, for special end) adjusted as of date of movement, plus transportation cost as defined in Section IV.2.B (*Freight*).
25
26 (b) For other Material, the published price shall be the published list price in effect at date of movement, as listed by a Supply
27 Store nearest the Joint Property where like Material is normally available, or point of manufacture plus transportation
28 costs as defined in Section IV.2.B (*Freight*).
29
30 (2) Based on a price quotation from a vendor that reflects a current realistic acquisition cost.
31
32 (3) Based on the amount paid by the Operator for like Material in the vicinity of the Joint Property within the previous twelve (12)
33 months from the date of physical transfer.
34
35 (4) As agreed to by the Participating Parties for Material being transferred to the Joint Property, and by the Parties owning the
36 Material for Material being transferred from the Joint Property.
37

38 B. FREIGHT
39

40 Transportation costs shall be added to the Material transfer price using the method prescribed by the COPAS Computerized
41 Equipment Pricing System (CEPS). If not using CEPS, transportation costs shall be calculated as follows:
42

- 43 (1) Transportation costs for oil country tubulars and line pipe shall be calculated using the distance from eastern mill to the
44 Railway Receiving Point based on the carload weight basis as recommended by the COPAS MFI-38 ("Material Pricing
45 Manual") and other COPAS MFIs in effect at the time of the transfer.
46
47 (2) Transportation costs for special mill items shall be calculated from that mill's shipping point to the Railway Receiving Point.
48 For transportation costs from other than eastern mills, the 30,000-pound interstate truck rate shall be used. Transportation costs
49 for macaroni tubing shall be calculated based on the interstate truck rate per weight of tubing transferred to the Railway
50 Receiving Point.
51
52 (3) Transportation costs for special end tubular goods shall be calculated using the interstate truck rate from Houston, Texas, to the
53 Railway Receiving Point.
54
55 (4) Transportation costs for Material other than that described in Sections IV.2.B.(1) through (3), shall be calculated from the
56 Supply Store or point of manufacture, whichever is appropriate, to the Railway Receiving Point
57

58 Regardless of whether using CEPS or manually calculating transportation costs, transportation costs from the Railway Receiving Point
59 to the Joint Property are in addition to the foregoing, and may be charged to the Joint Account based on actual costs incurred. All
60 transportation costs are subject to Equalized Freight as provided in Section II.4 (*Transportation*) of this Accounting Procedure.
61

62 C. TAXES
63

64 Sales and use taxes shall be added to the Material transfer price using either the method contained in the COPAS Computerized
65 Equipment Pricing System (CEPS) or the applicable tax rate in effect for the Joint Property at the time and place of transfer. In either
66 case, the Joint Account shall be charged or credited at the rate that would have governed had the Material been a direct purchase.

1 D. CONDITION

2
3 (1) Condition "A" – New and unused Material in sound and serviceable condition shall be charged at one hundred percent (100%)
4 of the price as determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*). Material transferred from the
5 Joint Property that was not placed in service shall be credited as charged without gain or loss; provided, however, any unused
6 Material that was charged to the Joint Account through a direct purchase will be credited to the Joint Account at the original
7 cost paid less restocking fees charged by the vendor. New and unused Material transferred from the Joint Property may be
8 credited at a price other than the price originally charged to the Joint Account provided such price is approved by the Parties
9 owning such Material, pursuant to Section 1.6.A (*General Matters*). All refurbishing costs required or necessary to return the
10 Material to original condition or to correct handling, transportation, or other damages will be borne by the divesting property.
11 The Joint Account is responsible for Material preparation, handling, and transportation costs for new and unused Material
12 charged to the Joint Property either through a direct purchase or transfer. Any preparation costs incurred, including any internal
13 or external coating and wrapping, will be credited on new Material provided these services were not repeated for such Material
14 for the receiving property.

15
16 (2) Condition "B" – Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced
17 by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by seventy-five percent
18 (75%).

19
20 Except as provided in Section IV.2.D(3), all reconditioning costs required to return the Material to Condition "B" or to correct
21 handling, transportation or other damages will be borne by the divesting property.

22
23 If the Material was originally charged to the Joint Account as used Material and placed in service for the Joint Property, the
24 Material will be credited at the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) multiplied
25 by sixty-five percent (65%).

26
27 Unless otherwise agreed to by the Parties that paid for such Material, used Material transferred from the Joint Property that was
28 not placed in service on the property shall be credited as charged without gain or loss.

29
30 (3) Condition "C" – Material that is not in sound and serviceable condition and not suitable for its original function until after
31 reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C
32 (*Taxes*) by fifty percent (50%).

33
34 The cost of reconditioning may be charged to the receiving property to the extent Condition "C" value, plus cost of
35 reconditioning, does not exceed Condition "B" value.

36
37 (4) Condition "D" – Material that (i) is no longer suitable for its original purpose but useable for some other purpose, (ii) is
38 obsolete, or (iii) does not meet original specifications but still has value and can be used in other applications as a substitute for
39 items with different specifications, is considered Condition "D" Material. Casing, tubing, or drill pipe used as line pipe shall be
40 priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing, or drill pipe utilized as line
41 pipe shall be priced at used line pipe prices. Casing, tubing, or drill pipe used as higher pressure service lines than standard line
42 pipe, e.g., power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods
43 shall be priced on a non-upset basis. For other items, the price used should result in the Joint Account being charged or credited
44 with the value of the service rendered or use of the Material, or as agreed to by the Parties pursuant to Section 1.6.A (*General*
45 *Matters*).

46
47 (5) Condition "E" – Junk shall be priced at prevailing scrap value prices.

48
49 E. OTHER PRICING PROVISIONS

50
51 (1) Preparation Costs

52
53 Subject to Section II (*Direct Charges*) and Section III (*Overhead*) of this Accounting Procedure, costs incurred by the Operator
54 in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged
55 to the Joint Account at prices which reflect the Operator's actual costs of the services. Documentation must be provided to the
56 Non-Operators upon request to support the cost of service. New coating and/or wrapping shall be considered a component of
57 the Materials and priced in accordance with Sections IV.1 (*Direct Purchases*) or IV.2.A (*Pricing*), as applicable. No charges or
58 credits shall be made for used coating or wrapping. Charges and credits for inspections shall be made in accordance with
59 COPAS MFI-38 ("Material Pricing Manual").

60
61 (2) Loading and Unloading Costs

62
63 Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with
64 the methods specified in COPAS MFI-38 ("Material Pricing Manual").

1 **3. DISPOSITION OF SURPLUS**

2
3 Surplus Material is that Material, whether new or used, that is no longer required for Joint Operations. The Operator may purchase, but
4 shall be under no obligation to purchase, the interest of the Non-Operators in surplus Material.

5
6 Dispositions for the purpose of this procedure are considered to be the relinquishment of title of the Material from the Joint Property to
7 either a third party, a Non-Operator, or to the Operator. To avoid the accumulation of surplus Material, the Operator should make good
8 faith efforts to dispose of surplus within twelve (12) months through buy/sale agreements, trade, sale to a third party, division in kind, or
9 other dispositions as agreed to by the Parties.

10
11 Disposal of surplus Materials shall be made in accordance with the terms of the Agreement to which this Accounting Procedure is
12 attached. If the Agreement contains no provisions governing disposal of surplus Material, the following terms shall apply:

- 13
- 14 • The Operator may, through a sale to an unrelated third party or entity, dispose of surplus Material having a gross sale value that
15 is less than or equal to the Operator's expenditure limit as set forth in the Agreement to which this Accounting Procedure is
16 attached without the prior approval of the Parties owning such Material.
- 17
- 18 • If the gross sale value exceeds the Agreement expenditure limit, the disposal must be agreed to by the Parties owning such
19 Material.
- 20
- 21 • Operator may purchase surplus Condition "A" or "B" Material without approval of the Parties owning such Material, based on
22 the pricing methods set forth in Section IV.2 (*Transfers*).
- 23
- 24 • Operator may purchase Condition "C" Material without prior approval of the Parties owning such Material if the value of the
25 Materials, based on the pricing methods set forth in Section IV.2 (*Transfers*), is less than or equal to the Operator's expenditure
26 limitation set forth in the Agreement. The Operator shall provide documentation supporting the classification of the Material as
27 Condition C.
- 28
- 29 • Operator may dispose of Condition "D" or "E" Material under procedures normally utilized by Operator without prior approval
30 of the Parties owning such Material.

31
32 **4. SPECIAL PRICING PROVISIONS**

33
34 **A. PREMIUM PRICING**

35
36 Whenever Material is available only at inflated prices due to national emergencies, strikes, government imposed foreign trade
37 restrictions, or other unusual causes over which the Operator has no control, for direct purchase the Operator may charge the Joint
38 Account for the required Material at the Operator's actual cost incurred in providing such Material, making it suitable for use, and
39 moving it to the Joint Property. Material transferred or disposed of during premium pricing situations shall be valued in accordance
40 with Section IV.2 (*Transfers*) or Section IV.3 (*Disposition of Surplus*), as applicable.

41
42 **B. SHOP-MADE ITEMS**

43
44 Items fabricated by the Operator's employees, or by contract laborers under the direction of the Operator, shall be priced using the
45 value of the Material used to construct the item plus the cost of labor to fabricate the item. If the Material is from the Operator's
46 scrap or junk account, the Material shall be priced at either twenty-five percent (25%) of the current price as determined in Section
47 IV.2.A (*Pricing*) or scrap value, whichever is higher. In no event shall the amount charged exceed the value of the item
48 commensurate with its use.

49
50 **C. MILL REJECTS**

51
52 Mill rejects purchased as "limited service" casing or tubing shall be priced at eighty percent (80%) of K-55/J-55 price as determined in
53 Section IV.2 (*Transfers*). Line pipe converted to casing or tubing with casing or tubing couplings attached shall be priced as K-55/J-
54 55 casing or tubing at the nearest size and weight.

55
56
57 **V. INVENTORIES OF CONTROLLABLE MATERIAL**

58
59
60 The Operator shall maintain records of Controllable Material charged to the Joint Account, with sufficient detail to perform physical inventories.

61
62 Adjustments to the Joint Account by the Operator resulting from a physical inventory of Controllable Material shall be made within twelve (12)
63 months following the taking of the inventory or receipt of Non-Operator inventory report. Charges and credits for overages or shortages will be
64 valued for the Joint Account in accordance with Section IV.2 (*Transfers*) and shall be based on the Condition "B" prices in effect on the date of
65 physical inventory unless the inventorying Parties can provide sufficient evidence another Material condition applies.

1 **1. DIRECTED INVENTORIES**

2
3 Physical inventories shall be performed by the Operator upon written request of a majority in working interests of the Non-Operators
4 (hereinafter, "directed inventory"); provided, however, the Operator shall not be required to perform directed inventories more frequently
5 than once every five (5) years. Directed inventories shall be commenced within one hundred eighty (180) days after the Operator receives
6 written notice that a majority in interest of the Non-Operators has requested the inventory. All Parties shall be governed by the results of
7 any directed inventory.
8

9 Expenses of directed inventories will be borne by the Joint Account; provided, however, costs associated with any post-report follow-up
10 work in settling the inventory will be absorbed by the Party incurring such costs. The Operator is expected to exercise judgment in keeping
11 expenses within reasonable limits. Any anticipated disproportionate or extraordinary costs should be discussed and agreed upon prior to
12 commencement of the inventory. Expenses of directed inventories may include the following:
13

- 14 A. A per diem rate for each inventory person, representative of actual salaries, wages, and payroll burdens and benefits of the personnel
15 performing the inventory or a rate agreed to by the Parties pursuant to Section I.6.A (*General Matters*). The per diem rate shall also
16 be applied to a reasonable number of days for pre-inventory work and report preparation.
17
18 B. Actual transportation costs and Personal Expenses for the inventory team.
19
20 C. Reasonable charges for report preparation and distribution to the Non-Operators.
21

22 **2. NON-DIRECTED INVENTORIES**

23
24 A. OPERATOR INVENTORIES

25
26 Physical inventories that are not requested by the Non-Operators may be performed by the Operator, at the Operator's discretion. The
27 expenses of conducting such Operator-initiated inventories shall not be charged to the Joint Account.
28

29 B. NON-OPERATOR INVENTORIES

30
31 Subject to the terms of the Agreement to which this Accounting Procedure is attached, the Non-Operators may conduct a physical
32 inventory at reasonable times at their sole cost and risk after giving the Operator at least ninety (90) days prior written notice. The
33 Non-Operator inventory report shall be furnished to the Operator in writing within ninety (90) days of completing the inventory
34 fieldwork.
35

36 C. SPECIAL INVENTORIES

37
38 The expense of conducting inventories other than those described in Sections V.1 (*Directed Inventories*), V.2.A (*Operator*
39 *Inventories*), or V.2.B (*Non-Operator Inventories*), shall be charged to the Party requesting such inventory; provided, however,
40 inventories required due to a change of Operator shall be charged to the Joint Account in the same manner as described in Section
41 V.1 (*Directed Inventories*).
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