

September 30, 2015 letter request amend 1/20/12 JOA to delete Article XVI.E

Oil Conservation Division

Case No. 15404 + 15405

Exhibit No. 8



September 30, 2015

Rose Anne Cranz, Trustee of the Cranz Credit Shelter Trust
P.O. Box 470037
Fort Worth, Texas 76147

RE: AMENDMENT TO JOINT OPERATING AGREEMENT
Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

Ladies and Gentlemen:

Reference is made to Article XVI, Paragraph "E" of the captioned operating agreement. We have included herewith a copy of the provision for your convenience. By this letter, Burnett Oil Co., Inc. is requesting your agreement to delete Article XVI, Paragraph "E" in its entirety. The captioned operating agreement shall otherwise remain unchanged. This is a request to amend the captioned joint operating agreement, and if executed by you, shall constitute your agreement to amend said operating agreement as set forth herein.

If you are agreeable to this request, please sign and return one duplicate original of this letter to the undersigned at the address below. Burnett will circulate evidence of the amendment to you if all of the parties to the operating agreement agree to amend the same as provided herein. Should you have any questions regarding this matter, please do not hesitate to contact us.

Sincerely,

David S. Rhodes
Vice President of Land

Rose Anne Cranz, Trustee of the Cranz Credit Shelter Trust agrees to delete in its entirety Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator, covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

Agreed to this 6 day of October, 2015.

Rose Anne Cranz,

By: Rose Anne Cranz
Name: Cranz Credit Shelter Trust
Title: Trustee

CCCC

September 30, 2015

Zorro Partners, Ltd.
616 Texas Street
Fort Worth, Texas 76102-4612

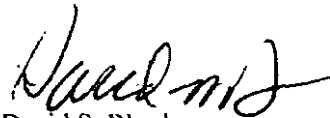
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Sincerely,



David S. Rhodes
Vice President of Land

Zorro Partners, Ltd. agrees to delete in its entirety Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator, covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

Agreed to this 6th day of OCTOBER, 2015.

ZORRO PARTNERS, LTD

By: William Hudson
Name: WILLIAM HUDSON
Title: Manager



September 30, 2015

Javelina Partners
616 Texas Street
Fort Worth, Texas 76102-4612

RE: AMENDMENT TO JOINT OPERATING AGREEMENT
Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

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Sincerely,

David S. Rhodes
Vice President of Land

Javelina Partners agrees to delete in its entirety Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator, covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

Agreed to this 5th day of October, 2015.



By: Javelina Partners
Name: E. Randall Hudson III
Title: Managing Partner



September 30, 2015

EMC Oil and Gas, Ltd.
3343 Locke Ave., Suite 101
Fort Worth, Texas 76107

RE: AMENDMENT TO JOINT OPERATING AGREEMENT
Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

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Sincerely,

David S. Rhodes
Vice President of Land

Ltd.

EMC Oil and Gas, LLC agrees to delete in its entirety Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator, covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

Agreed to this 6th day of October, 2015.



By: EMC Oil & Gas, Ltd.
Name: Fred Closuit
Title: GP

CCCC

RECEIVED
OCT 05 2015
YPC MAIL ROOM

September 30, 2015

Yates Petroleum Corporation
105 South 4th Street
Artesia, New Mexico 88210

RE: AMENDMENT TO JOINT OPERATING AGREEMENT
Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated
January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil
Company, et al., as Non-operator covering the W/2 and W/2 E/2 of Section 12,
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amendment to you if all of the parties to the operating agreement agree to amend the
same as provided herein. Should you have any questions regarding this matter, please do
not hesitate to contact us.

Sincerely,



David S. Rhodes
Vice President of Land

Yates Petroleum Corporation agrees to delete in its entirety Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator, covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

Agreed to this 27th day of October, 2015.

By: Glenrock Capital, LLC
Name: [Signature]
Title: Member of Glenrock Capital, LLC

CCCC

September 30, 2015

Ard Oil, Ltd. and Ard Energy Group, Ltd.
222 West Fourth Street, PH 5
Fort Worth, Texas 76102

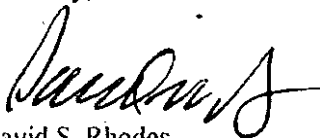
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Sincerely,



David S. Rhodes
Vice President of Land

Ard Oil, Ltd. and Ard Energy Group, Ltd. each agree to delete in its entirety Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator, covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

Agreed to this ____ day of _____, 2015.

By:
Name:
Title:

By:
Name:
Title:

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p style="margin-left: 40px;">Ard Oil, Ltd. and Ard Energy Group, Ltd. 222 West Fourth Street, PH 5 Fort Worth, Texas 76102</p>	<p>A. Signature: <i>Kenneth Stolt</i> <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name): _____ <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery: <i>10/9/07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label): <i>7015 0640 0005 0006 8688</i></p>	
<p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>	

7015 0640 0005 0006 8688

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☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

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Total Post

\$ _____

Sent To

Ard Oil, Ltd. and
Ard Energy Group, Ltd.
222 West Fourth Street, PH 5
Fort Worth, Texas 76102

PS Form 3811, April 2015 PSN 7530-02-000-9053

CCCC

September 30, 2015

Yates Petroleum Corporation
105 South 4th Street
Artesia, New Mexico 88210

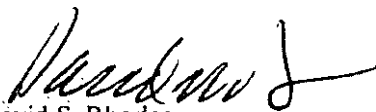
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Vice President of Land

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Agreed to this ____ day of _____, 2015.

By:
Name:
Title:

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature: <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name): <u>N. ANDERSON</u> C. Date of Delivery: <u>05/15</u> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
1. Article Addressed to: Yates Petroleum Corporation 105 South 4 th Street Artesia, New Mexico 88210		Service type: <input type="checkbox"/> Certified Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label): 9590 9401 0085 5168 7751 80		7015 0640 0005 0006 8701	
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

7015 0640 0005 0006 8701

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Sent To: Yates Petroleum Corporation Street: 105 South 4 th Street City, State: Artesia, New Mexico 88210	
PS Form	4076

CCCC

September 30, 2015

COG Operating LLC
One Concho Center
600 West Illinois Avenue
Midland, Texas 79701

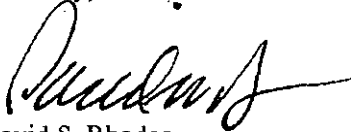
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David S. Rhodes
Vice President of Land

COG Operating, LLC agrees to delete in its entirety Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil Company, et al., as Non-operator, covering the W/2 and W/2 E/2 of Section 12, W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East, NMPM, Eddy County, New Mexico, except for the wellbore for the Knockabout Fed #1 Well.

Agreed to this ____ day of _____, 2015.

By:

Name:

Title:

7015 0640 0005 0006 8695

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| <input type="checkbox"/> Return Receipt (electronic) | \$ | |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | |
| <input type="checkbox"/> Adult Signature Required | \$ | |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | |

Postmark
Here

Postage

\$

Total Postage

\$

Sent To

Street or

City, State

PS Form

COG Operating LLC
Attn: Joseph Scott, Landman
One Concho Center
600 West Illinois Avenue
Midland, Texas 79701

actions