

## COOPERATIVE AGREEMENT

(Carrasco "14" #4 Well, Eddy County, NM)

This Agreement is between the parties set out on the Exhibit "A" attached hereto, hereinafter being referred to as "the Parties".

WHEREAS, The Parties own royalty, working interests and other leasehold interests in the existing production units of the Carrasco "14" #2 Well (Tract 1), Carrasco "14" #3 Well (Tract 2), South Culebra Bluff #2B Well (Tract 3) and the Carrasco "14" #5 Well (Tract 4) located in Section 14, T23S, R28E, Eddy County, NM; and

WHEREAS, RB Operating Company is desirous of drilling the Carrasco "14" #4 well located between the four wells set out above. Because this well is considered an "increased density well", it can not be drilled without the prior approval of the New Mexico Oil Conservation Division; and

WHEREAS, the Parties are desirous of reducing to writing their mutual consent and approval to allow RB Operating Company the right to drill the Carrasco "14" #4 well within the proposed drilling unit.

NOW, THEREFORE, for the adequate, mutual and reciprocal considerations hereinafter set forth, the Parties hereby agree as follows:

1. The lands covered by this Agreement the ("Proposed Drilling Unit") are depicted on the Plat attached to this Agreement as Exhibit "C," and are described as follows:

All of the SW/4 SE/4 NE/4, SE/4 SW/4 NE/4, NW/4 NE/4 SE/4 & NE/4 NW/4 SE/4 of Section 14, T23S, R28E, Eddy County, NM containing forty (40) acres, more or less.

2. The ownership of the royalty, working interests and other leasehold interests in the Proposed Drilling Unit is set out on the Exhibit "B" attached hereto. This Agreement shall not have any affect on the respective ownership of the royalty, working interests and other leasehold interests in the existing wells in Tracts 1 thru 4 set out on the Exhibit "C" attached hereto.
3. The Parties hereby mutually approve the drilling of the Carrasco "14" #4 well within the proposed drilling unit.
4. RB Operating will make a diligent effort to obtain the approval to drill the Carrasco "14" #4 well from the New Mexico Oil Conservation Division.
5. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of the existing Operating Agreement.
6. In the event the Carrasco "14" #4 well has not been spudded by July 1, 2005, this agreement shall expire.
7. This agreement shall not amend any existing agreements covering the Proposed Drilling Unit, including, but not limited to, the Operating Agreement, Oil and Gas Leases, Division Orders, etc.
8. This Agreement shall become effective upon the proper execution and approval of one-hundred percent (100%) of the Parties.

BEFORE THE  
OIL CONSERVATION DIVISION  
Case No.13358 Exhibit No. **2**  
Submitted By:  
*RB Operating Company*  
Hearing Date: November 4, 2004

9. This Agreement shall be binding on the Parties and shall extend to and be binding on their respective heirs, executors, administrators, successors, and assigns.
10. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring to it, and shall be binding on all Parties who have executed a counterpart, ratification or consent with the same force and effect as if all Parties had signed the same document.

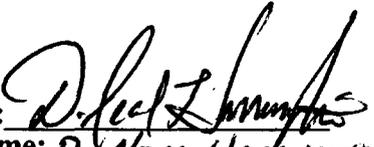
The Parties have executed this 22nd day of September, 2004, however, shall not become effective upon the proper execution and approval of one-hundred percent (100%) of the Parties.

**WORKING INTEREST OWNERS**

**Chesapeake Permian, L. P.**

By: \_\_\_\_\_  
Name:  
Title:

**RB Operating Company**

By:   
Name: D. NEAL HARRINGTON  
Title: V P LAND

**OVERRIDING ROYALTY INTEREST OWNERS**

\_\_\_\_\_  
**Robert H. Northington**

**Wells Fargo F. B. O. Donald Paape**

By: \_\_\_\_\_  
Name:  
Title:

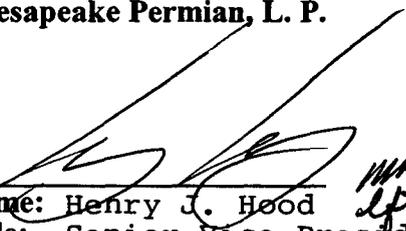


9. This Agreement shall be binding on the Parties and shall extend to and be binding on their respective heirs, executors, administrators, successors, and assigns.
10. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring to it, and shall be binding on all Parties who have executed a counterpart, ratification or consent with the same force and effect as if all Parties had signed the same document.

The Parties have executed this 28<sup>th</sup> day of July, 2004, however, shall not become effective upon the proper execution and approval of one-hundred percent (100%) of the Parties.

**WORKING INTEREST OWNERS**

**Chesapeake Permian, L. P.**

By: 

Name: Henry J. Hood

Title: Senior Vice President - Land and Legal  
of Chesapeake Operating, Inc.  
General Partner of Chesapeake Permian, LP

**RB Operating Company**

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

Name:

Title:

**OVERRIDING ROYALTY INTEREST OWNERS**

**Robert H. Northington**

**Wells Fargo F. B. O. Donald Paape**

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

Name:

Title:

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_.

**Corporatate Acknowledgement**

STATE OF Oklahoma §

COUNTY OF Grady §

This instrument was acknowledged before me on the 28<sup>th</sup> day of July, 2004, by Henry J. Hood, Senior Vice Pres. - Land and Legal of Chesapeake Operating, Inc. General Partner of Chesapeake Permian, LP, a(n) Oklahoma corporation, on behalf of said corporation.



Tami R. Brody  
Notary Public in and for the State of  
Oklahoma.

9. This Agreement shall be binding on the Parties and shall extend to and be binding on their respective heirs, executors, administrators, successors, and assigns.
10. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring to it, and shall be binding on all Parties who have executed a counterpart, ratification or consent with the same force and effect as if all Parties had signed the same document.

The Parties have executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004, however, shall not become effective upon the proper execution and approval of one-hundred percent (100%) of the Parties.

**WORKING INTEREST OWNERS**

**Chesapeake Permian, L. P.**

By: \_\_\_\_\_  
Name:  
Title:

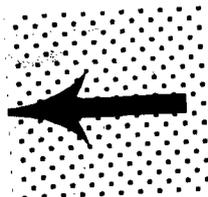
**RB Operating Company**

By: \_\_\_\_\_  
Name:  
Title:

**OVERRIDING ROYALTY INTEREST OWNERS**

\_\_\_\_\_  
**Robert H. Northington**

  
\_\_\_\_\_  
**Donald Paape**



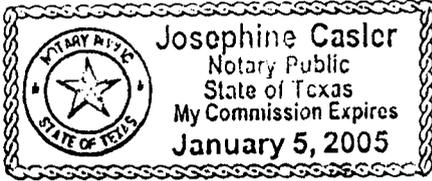
**SIGN  
HERE**

**Individual Acknowledgement**

STATE OF Texas §

COUNTY OF Jeff Davis §

This instrument was acknowledged before me on the 27 day of September, 2004, by Donald Paape.



Josephine Casler  
Notary Public in and for the State  
of Texas.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §

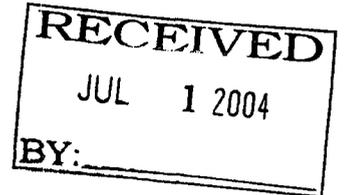
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

9. This Agreement shall be binding on the Parties and shall extend to and be binding on their respective heirs, executors, administrators, successors, and assigns.
10. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring to it, and shall be binding on all Parties who have executed a counterpart, ratification or consent with the same force and effect as if all Parties had signed the same document.

The Parties have executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004, however, shall not become effective upon the proper execution and approval of one-hundred percent (100%) of the Parties.



**WORKING INTEREST OWNERS**

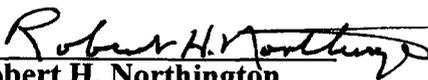
**Chesapeake Permian, L. P.**

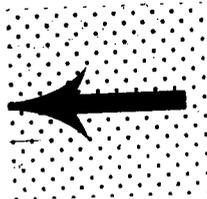
By: \_\_\_\_\_  
Name:  
Title:

**RB Operating Company**

By: \_\_\_\_\_  
Name:  
Title:

**OVERRIDING ROYALTY INTEREST OWNERS**

  
Robert H. Northington



**SIGN  
HERE**

**Wells Fargo F. B. O. Donald Paape**

By: \_\_\_\_\_  
Name:  
Title:

**Individual Acknowledgement**

STATE OF Texas §  
§  
COUNTY OF Burnet §

This instrument was acknowledged before me on the 29<sup>th</sup> day of June, 2004, by ROBERT H. NORTHINGTON.



*Shannon Marie Wootan*  
Notary Public in and for the State  
of Texas.

**Corporatate Acknowledgement**

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

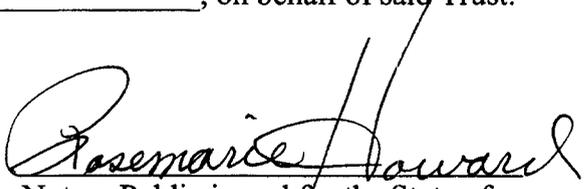
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

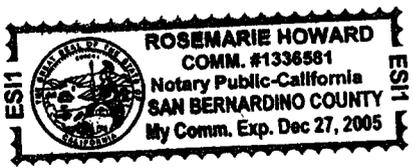


**Trustee Acknowledgement**

STATE OF California §  
                                  San §  
COUNTY OF Bernardino §

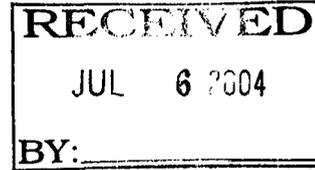
This instrument was acknowledged before me on the 29th day of  
June, 2004, by William M. Baker, Trustee of the  
Esther Lee Baker Trust, on behalf of said Trust.

  
Notary Public in and for the State of  
California.



**ROYALTY OWNERS**

**Esther Lee Baker Trust**



**By:** \_\_\_\_\_  
**Name:**  
**Title:**

\_\_\_\_\_  
**Candelario Carrasco, Jr.**

\_\_\_\_\_  
**Emma Carrasco**

\_\_\_\_\_  
**Celia C. Valdez**

**Bogle Oil, Inc.**

  
**By:** \_\_\_\_\_  
**Name:** BILL BOGLE  
**Title:** PRESIDENT

\_\_\_\_\_  
**Richard Holesapple**

\_\_\_\_\_  
**Dea Holesapple**

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_.

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF New Mexico §

COUNTY OF CHAVES §

This instrument was acknowledged before me on the 29th day of JUNE, 2004, by Bill Bogle, PRESIDENT of Bogle Oil, Inc, a \_\_\_\_\_ corporation, on behalf of said corporation.

Arita K. Wagner  
\_\_\_\_\_  
Notary Public in and for the State of  
New Mexico.

Julee Margulies-Metz

Melinda Thompson  
Melinda Thompson

Corina C. Urquidez

Danielle Levine-Baum

Greg Martinez, Jr.

**Individual Acknowledgement**

STATE OF Colorado §  
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 30<sup>th</sup> day of June, 2004, by Michouina Crowner.



Michouina Crowner  
Notary Public in and for the State  
of Colorado



**Individual Acknowledgement**

STATE OF N.M. §  
§  
COUNTY OF Eddy §

This instrument was acknowledged before me on the 6<sup>th</sup> day of July, 2004, by Concepcion Onsurcz.

Manuel D. Garza  
Notary Public in and for the State  
of New Mexico.  
My Commission Expires 11/10/2005

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

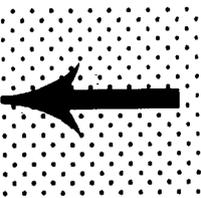
Julee Margulies-Metz

Melinda Thompson

Corina C. Urquidez

Danielle Levine-Baum

  
Greg Martinez, Jr.



**SIGN  
HERE**

**Individual Acknowledgement**

STATE OF Colorado §

COUNTY OF Jefferson §

This instrument was acknowledged before me on the 30<sup>th</sup> day of June, 2004, by Ulrichouina Crouther



Nicholina Crouther  
 Notary Public in and for the State  
 of Colorado.

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_.

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

Marsha Kantor

Renee Ann Levine-Blonder

**Darrin M. Margulies Trust created under the  
Grover Trust Agreement dated 10-15-86, as amended**

By: Gloria G. Margulies, Trustee

  
Marc Kantor

Joe A. Clem

John E. Clem

Geraldine Clem Bolen

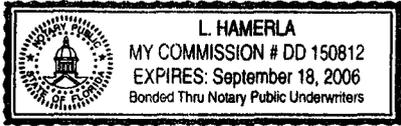
Janice Clem Pace

**Individual Acknowledgement**

STATE OF Florida §

COUNTY OF Broward §

This instrument was acknowledged before me on the 17th day of July, 2004, by MARC KANTOR.



L. Hamerla  
Notary Public in and for the State of Florida

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.



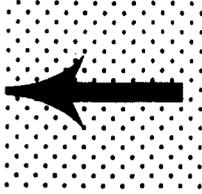


ROYALTY OWNERS

Esther Lee Baker Trust

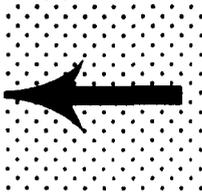
By: \_\_\_\_\_  
Name:  
Title:

*Candelario Carrasco, Jr.*  
Candelario Carrasco, Jr.



**SIGN  
HERE**

*Emma Carrasco*  
Emma Carrasco



**SIGN  
HERE**

\_\_\_\_\_  
Celia C. Valdez

Bogle Oil, Inc.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Richard Holesapple

\_\_\_\_\_  
Dea Holesapple

**Individual Acknowledgement**

STATE OF NM §

COUNTY OF Eddy §

This instrument was acknowledged before me on the 7 day of July, 2004, by Candelario Carrasco.  
Emma Carrasco

Stephaine Dobson  
Notary Public in and for the State  
of New Mexico.

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

**ROYALTY OWNERS**

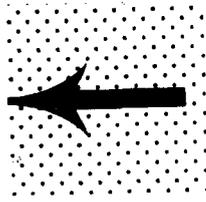
**Esther Lee Baker Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**Candelario Carrasco, Jr.**

\_\_\_\_\_  
**Emma Carrasco**

*Celia C. Valdez*  
\_\_\_\_\_  
**Celia C. Valdez**



**SIGN  
HERE**

**Bogle Oil, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**Richard Holesapple**

\_\_\_\_\_  
**Dea Holesapple**













\_\_\_\_\_  
**Marsha Kantor**

\_\_\_\_\_  
**Renee Ann Levine-Blonder**

**Darrin M. Margulies Trust created under the  
Grover Trust Agreement dated 10-15-86, as amended**

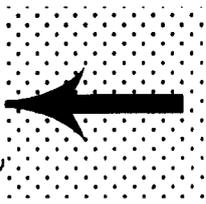
By: \_\_\_\_\_  
**Gloria G. Margulies, Trustee**

\_\_\_\_\_  
**Marc Kantor**

\_\_\_\_\_  
**Joe A. Clem**

\_\_\_\_\_  
**John E. Clem**

*Geraldine Clem Bolen*  
\_\_\_\_\_  
**Geraldine Clem Bolen**

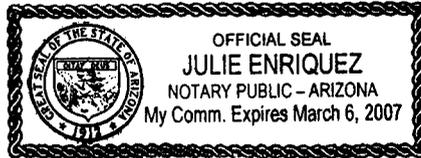


**SIGN  
HERE**

\_\_\_\_\_  
**Janice Clem Pace**

**Individual Acknowledgement**

STATE OF AZ §  
COUNTY OF MARICOPA §



This instrument was acknowledged before me on the 15 day of July, 2004, by [Signature] Julie Enriquez

[Signature]  
Notary Public in and for the State of Arizona.

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

*Judith Hamilton Fuhr*  
**Judith Hamilton Fuhr**

\_\_\_\_\_  
**Emil Berger**

**Solomon N. Grover Trust Agreement dated 10/10/2000**

By: \_\_\_\_\_  
**Solomon N. Grover, Trustee**

\_\_\_\_\_  
**Concepcion Onsurez**

\_\_\_\_\_  
**Shayna Levine-Hoffman**

\_\_\_\_\_  
**Dale Goldman**

\_\_\_\_\_  
**William Kantor, M.D.**

**Wife's Trust created under the David L. & Gloria G. Margulies  
Trust Agreement dated 10-31-2000**

By: \_\_\_\_\_  
**Gloria G. Margulies, Trustee**



Judith Hamilton Fuhr

Emil Berger

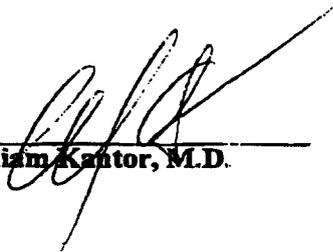
**Solomon N. Grover Trust Agreement dated 10/10/2000**

By: Solomon N. Grover, Trustee

Concepcion Onsurez

Shayna Levine-Hoffman

Dale Goldman

X   
William Kantor, M.D.

**Wife's Trust created under the David L. & Gloria G. Margulies  
Trust Agreement dated 10-31-2000**

By: Gloria G. Margulies, Trustee

Note: FAX copy - no original with notary acquired.







**Individual Acknowledgement**

STATE OF Arizona §  
COUNTY OF Marcopa §

This instrument was acknowledged before me on the 24th day of August, 2004, by Joe A. Clem.

Marilyn A. Chapman  
Notary Public in and for the State  
of Arizona



**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Judith Hamilton Fuhr

Emil Berger

**Solomon N. Grover Trust Agreement dated 10/10/2000**

By: Solomon N. Grover, Trustee

Concepcion Onsurez

Shayna Levine-Hoffman

Dale Goldman

William Kantor, M.D.

**Wife's Trust created under the David L. & Gloria G. Margulies  
Trust Agreement dated 10-31-2000**

By: Gloria G. Margulies  
Gloria G. Margulies, Trustee







Julee Margulies-Metz

Melinda Thompson

Corina C. Urquidez

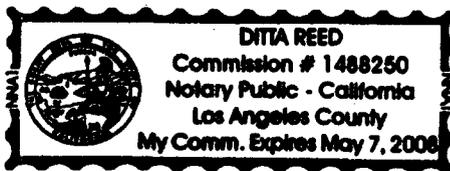
Danielle Levine-Baum  
Danielle Levine-Baum

Greg Martinez, Jr.

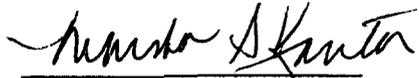
**Individual Acknowledgement**

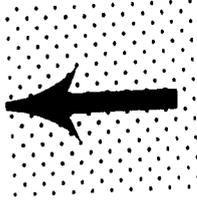
STATE OF California §  
  §  
COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 12<sup>th</sup> day of August, 2004, by Danielle Levine-Baum.



[Signature]  
Notary Public in and for the State  
of California.

  
**Marsha Kantor**



**SIGN  
HERE**

**Renee Ann Levine-Blonder**

**Darrin M. Margulies Trust created under the  
Grover Trust Agreement dated 10-15-86, as amended**

By: \_\_\_\_\_  
**Gloria G. Margulies, Trustee**

\_\_\_\_\_  
**Marc Kantor**

\_\_\_\_\_  
**Joe A. Clem**

\_\_\_\_\_  
**John E. Clem**

\_\_\_\_\_  
**Geraldine Clem Bolen**

\_\_\_\_\_  
**Janice Clem Pace**

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of  
\_\_\_\_\_.

**Judith Hamilton Fuhr**

**Emil Berger**

**Solomon N. Grover Trust Agreement dated 10/10/2000**

By: \_\_\_\_\_  
**Solomon N. Grover, Trustee**

**Concepcion Onsurez**

  
\_\_\_\_\_  
**Shayna Levine-Hoffman**

**Dale Goldman**

**William Kantor, M.D.**

**Wife's Trust created under the David L. & Gloria G. Margulies  
Trust Agreement dated 10-31-2000**

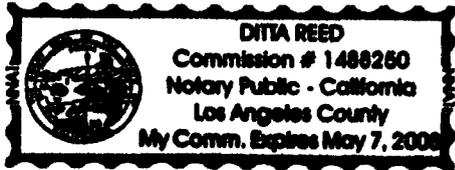
By: \_\_\_\_\_  
**Gloria G. Margulies, Trustee**

**Individual Acknowledgement**

STATE OF California §

COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 12th day of August, 2004, by Shayna Levine-Hoffman.



[Signature]  
Notary Public in and for the State of California.

**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.



Judith Hamilton Fuhr

Emil Berger

**Solomon N. Grover Trust Agreement dated 10/10/2000**

By: Solomon N. Grover, Trustee  
Solomon N. Grover, Trustee

Concepcion Onsurez

Shayna Levine-Hoffman

Dale Goldman

William Kantor, M.D.

**Wife's Trust created under the David L. & Gloria G. Margulies  
Trust Agreement dated 10-31-2000**

By: Gloria G. Margulies, Trustee



ROYALTY OWNERS

**Esther Lee Baker Trust**

By: \_\_\_\_\_  
Name:  
Title:

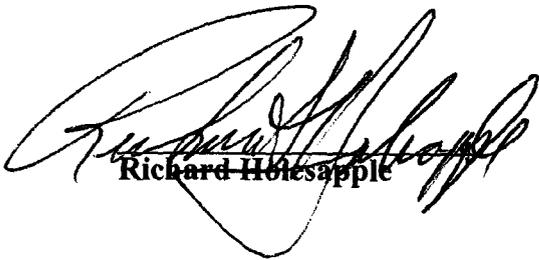
Candelario Carrasco, Jr.

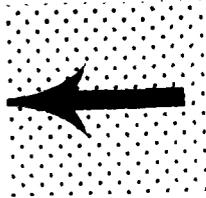
Emma Carrasco

Celia C. Valdez

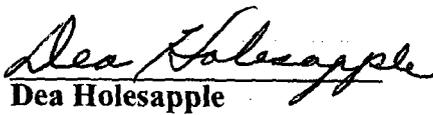
**Bogle Oil, Inc.**

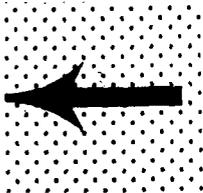
By: \_\_\_\_\_  
Name:  
Title:

  
~~Richard Holesapple~~



**SIGN  
HERE**

  
Dea Holesapple



**SIGN  
HERE**

**Individual Acknowledgement**

STATE OF Calif. §

COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 6th day of August, 2004, by Richard Holesapple in his authorized capacity.



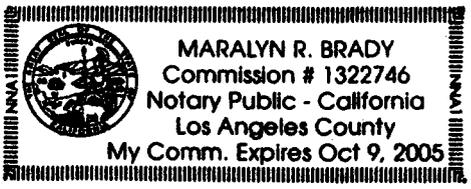
Maralyn R Brady  
Notary Public in and for the State of Calif.

**Individual Acknowledgement**

STATE OF Calif. §

COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 6th day of August, 2004, by Dea Holesapple in her authorized capacity.



Maralyn R Brady  
Notary Public in and for the State of Calif.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_



**Individual Acknowledgement**

STATE OF Arizona §  
§  
COUNTY OF Navajo §

This instrument was acknowledged before me on the 2 day of July, 2004, by Mark V. Pace.

Sara  
Notary Public in and for the State of Nav. Id., 2003



**Individual Acknowledgement**

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

**Corporate Acknowledgement**

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

Attached to and made a part of that certain Cooperative Agreement by and between RB Operating Company, et al.

**Exhibit "A"**

**Carrasco "14" #2 Well (Tract 1), Carrasco "14" #3 Well (Tract 2), South Culebra Bluff #2B  
Well (Tract 3) & Carrasco "14" #5 Well (Tract 4)**

<b>Owner Name</b>	<b>Working Interest</b>	<b>Net Revenue Interest</b>
Chesapeake Permian, L. P.	0.50000000	0.40798611
RB Operating Company	0.50000000	0.40507311
Esther Lee Baker Trust		0.03437500
Candelario Carrasco, Jr. and Emma Carrasco		0.02343750
Robert H. Northington *		0.00036309
Wells Fargo F. B. O. Donald Paape *		0.00254991
Celia C. Valdez		0.00585938
Bogle Oil, Inc.		0.01953125
Richard and Dea Holesapple		0.00390625
Marsha Kantor		0.00347222
Renee Ann Levine-Blonder		0.00187500
Darrin M. Margulies Trust created under the Grover Trust Agreement dated 10-15-86, as amended		0.00187500
Marc Kantor		0.00347223
Joe A. Clem		0.00585937
John E. Clem		0.00585937
Geraldine Clem Bolen		0.00390626
Janice Clem Pace		0.00390625
Judith Hamilton Fuhr		0.00390625
Emil Berger		0.01388889
Solomon N. Grover Trust Agreement dated 10/10/2000		0.00937500
Concepcion Onsurez		0.00585937
Shayna Levine-Hoffman		0.00187500
Dale Goldman		0.00347222
William Kantor, M.D.		0.00347222
Wife's Trust created under the David L. & Gloria G. Margulies Trust Agreement dated 10-31-2000		0.00937500
Julee Margulies-Metz		0.00187500
Melinda Thompson		0.00292969
Corina C. Urquidez		0.00585937
Danielle Levine-Baum		0.00187500
Greg Martinez, Jr.		0.00292969
<b>Totals</b>	<b>1.00000000</b>	<b>1.00000000</b>

\* Overriding Royalty Interest

Attached to and made a part of that certain Cooperative Agreement by and between RB Operating Company, et al.

**Exhibit "B"**

**Carrasco "14" #4 Well (Proposed Drilling Unit)**

<b>Owner Name</b>	<b>Working Interest</b>	<b>Net Revenue Interest</b>
Chesapeake Permian, L. P.	0.50000000	0.40798611
RB Operating Company	0.50000000	0.40507311
Esther Lee Baker Trust		0.03437500
Candelario Carrasco, Jr. and Emma Carrasco		0.02343750
Robert H. Northington *		0.00036309
Wells Fargo F. B. O. Donald Paape *		0.00254991
Celia C. Valdez		0.00585938
Bogle Oil, Inc.		0.01953125
Richard and Dea Holesapple		0.00390625
Marsha Kantor		0.00347222
Renee Ann Levine-Blonder		0.00187500
Darrin M. Margulies Trust created under the Grover Trust Agreement dated 10-15-86, as amended		0.00187500
Marc Kantor		0.00347222
Joe A. Clem		0.00585937
John E. Clem		0.00585937
Geraldine Clem Bolen		0.00390626
Janice Clem Pace		0.00390625
Judith Hamilton Fuhr		0.00390625
Emil Berger		0.01388889
Solomon N. Grover Trust Agreement dated 10/10/2000		0.00937500
Concepcion Onsurez		0.00585937
Shayna Levine-Hoffman		0.00187500
Dale Goldman		0.00347222
William Kantor, M.D.		0.00347222
Wife's Trust created under the David L. & Gloria G. Margulies Trust Agreement dated 10-31-2000		0.00937500
Julee Margulies-Metz		0.00187500
Melinda Thompson		0.00292969
Corina C. Urquidez		0.00585937
Danielle Levine-Baum		0.00187500
Greg Martinez, Jr.		0.00292969
<b>Totals</b>	<b>1.00000000</b>	<b>1.00000000</b>

\* Overriding Royalty Interest

