

**COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
DRILLING**

WELL NAME:	Airstrip Fee Com 1H	PROSPECT NAME:	
SHL:	190' FSL & 460' FEL, S7	STATE & COUNTY:	NM, Lea
BHL:	2180' FSL & 510' FEL, S6	OBJECTIVE:	Oil
FORMATION:	3rd Bone Spring Sand	DEPTH:	17,853
LEGAL:	T19S, R35E	TVD:	10,770

INTANGIBLE COSTS		BCP	ACP	TOTAL
Title/Curtail/Permit	201	11,000		11,000
Insurance	202	5,000	302	5,000
Damages/Right of Way	203	15,000	303	15,000
Survey/Stake Location	204	7,000	304	7,000
Location/Pits/Road Expense	205	100,000	25,000	125,000
Drilling / Completion Overhead	206	6,000	306	6,000
Turnkey Contract	207	0	307	0
Footage Contract	208	0	308	0
Daywork Contract	209	588,000	309	588,000
Directional Drilling Services	210	239,000	310	239,000
Fuel & Power	211	154,000	10,000	164,000
Water	212	120,000	275,000	395,000
Bits	213	63,000	8,000	72,000
Mud & Chemicals	214	100,000	314	100,000
Drill Stem Test	215	0	315	0
Coring & Analysis	216	0		0
Cement Surface	217	30,000		30,000
Cement Intermediate	218	40,000		40,000
Cement 2nd Intermediate/Production	218	0	153,000	153,000
Cement Squeeze & Other (Kickoff Plug)	220	0	320	0
Float Equipment & Centralizers	221	35,000	30,000	65,000
Casing Crews & Equipment	222	20,000	30,000	50,000
Fishing Tools & Service	223	0	323	0
Geologic/Engineering	224	0	324	0
Contract Labor	225	10,000	125,000	135,000
Company Supervision	226	0	326	0
Contract Supervision	227	40,000	50,000	90,000
Testing Casing/Tubing	228	9,000	328	9,000
Mud Logging Unit	229	27,500	329	27,500
Logging	230	0	10,000	10,000
Perforating/Wireline Services	231	15,000	216,000	231,000
Stimulation/Treating		0	3,800,000	3,800,000
Completion Unit		0	125,000	125,000
Swabbing Unit		0	334	0
Rentals-Surface	235	114,000	250,000	364,000
Rentals-Subsurface	236	100,000	65,000	165,000
Trucking/Forklift/Rig Mobilization	237	290,000	25,000	315,000
Welding Services	238	5,000	7,500	12,500
Water Disposal	239	0	262,000	262,000
Plug to Abandon	240	0	340	0
Seismic Analysis	241	0	341	0
Closed Loop & Environmental	244	168,000	10,000	178,000
Miscellaneous	242	0	342	0
Contingency	243	116,500	50,000	166,500
TOTAL INTANGIBLES		2,426,000	5,527,500	7,953,500

TANGIBLE COSTS		BCP	ACP	TOTAL
Surface Casing	401	67,000		67,000
Intermediate Casing	402	86,000	503	86,000
Production Casing		0	337,000	337,000
Tubing		0	65,000	65,000
Wellhead Equipment	405	20,000	35,000	55,000
Pumping Unit		0	115,000	115,000
Prime Mover		0	20,000	20,000
Rods		0	55,000	55,000
Pumps		0	75,000	75,000
Tanks		0	75,000	75,000
Flowlines		0	30,000	30,000
Heater Treater/Separator		0	80,000	80,000
Electrical System		0	513	0
Packers/Anchors/Hangers	414	0	10,000	10,000
Couplings/Fittings/Valves	415	0	135,000	135,000
Gas Compressors/Meters		0	8,100	8,100
Dehydrator		0	517	0
Injection Plant/CO2 Equipment		0	518	0
Miscellaneous	419	0	519	0
Contingency	420	9,000	53,900	62,900
TOTAL TANGIBLES		182,000	1,094,000	1,276,000
TOTAL WELL COSTS		2,610,000	6,621,500	9,231,500

COG Operating LLC

Date Prepared: 15-Jan-2014

We approve:
% Working Interest

COG Operating LLC

By: M Elferbe / K LaFortune

Company:
By:

Printed Name:
Title:
Date:

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico

Exhibit No. 5

Submitted by: COG OPERATING LLC

Hearing Date: March 20, 2014

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

January 17 , 2014 ,
Year

OPERATOR COG Operating LLC

CONTRACT AREA See Exhibit "A"

"Zeus 1935" Prospect

COUNTY OR PARISH OF Lea , STATE OF New Mexico

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AMERICAN ASSOCIATION OF PETROLEUM
LANDMEN, 4100 FOSSIL CREEK BLVD.
FORT WORTH, TEXAS, 76137, APPROVED FORM.

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between COG Operating LLC, hereinafter designated and referred to as "Operator," and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WITNESSETH:

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.

DEFINITIONS

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

A. The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder. An AFE for a Horizontal Well shall: (i) clearly state that the well being proposed is a Horizontal Well; (ii) include drilling and completion plans specifying proposed: (i) Total Measured Depth, (ii) surface hole location(s), (iii) bottom hole location(s), (iv) horizontal displacement, (v) utilization plans and proposed scheduling of rig(s), (drilling and Completion), and (vi) stimulation operations staging and sizing; and (3) include estimated drilling and Completion costs. An AFE shall be prepared for any well or operation pursuant to Article VI hereof.

B. The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation. For horizontal wellbores, the term "Completion" or "Complete" shall include multistage horizontal fracturing operations.

C. The term "Contract Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A."

D. The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE, whichever is the lesser. When used in connection with a Horizontal Well, the term "Deepen" shall mean an operation whereby a Lateral is drilled to a horizontal distance greater than (i) the distance set out in the AFE approved by the Consenting Parties, or (ii) to the horizontal distance to which the Lateral was drilled pursuant to a previous proposal.

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

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. ~~If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties.~~ of contiguous acreage fixed by Operator as a drilling unit consistent with applicable law and in accordance with the terms and provisions of the applicable Oil and Gas Lease(s), for drilling of any well, which shall be of a size that is not greater than that permitted by the terms and provisions of the Oil and Gas Lease(s) included.

G. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located. The term "Drillsite" when used in connection with a Horizontal Well shall mean the surface hole location and the Oil and Gas Leases or Oil and Gas Interests within the Drilling Unit on or under which the wellbore, including the Lateral, is located.

H. The term "Horizontal Well" shall mean a well containing one or more Laterals which are drilled, Completed, or Recompleted in a manner in which the horizontal component of the completion interval (1) extends at least one hundred feet (100') in the objective formation(s), and (2) exceeds the vertical component of the completion interval in the objective formation(s).

I. The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI.A.

J. The term "Lateral" shall mean that portion of a wellbore that deviates from approximate vertical orientation to approximate horizontal orientation and all wellbore beyond such deviation to Total Measured Depth.

K. The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B.2.

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

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

N. The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement.

O. The terms "Oil and Gas Lease," "Lease" and "Lensehold" shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

P. The term "Plug Back" shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone. For horizontal wellbores, the term "Plug Back" shall also mean an operation whereby the producing interval of such well is reduced from its current measured depth.

Q. The term "Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

R. The term "Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations, squeeze jobs, acid jobs, or perforations, but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

S. The term "Sidetrack" shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or drill around junk in the hole to overcome other mechanical difficulties. When used in connection with a Horizontal Well, the term "Sidetrack" shall mean the directional control and deviation of a well outside the existing Lateral(s) in order to change the Zone or the direction of a Lateral as originally proposed unless done to straighten the hole or drill around junk in the hole or to overcome other mechanical difficulties.

T. The term "Total Measured Depth," when used in connection with a Horizontal Well, shall mean the distance from the surface of the ground to the terminus of the wellbore, as measured along the wellbore. Each Lateral taken together the common

1 vertical component shall be considered collectively as one wellbore. When the proposed operation(s) is the drilling of, or operation
2 on, a Horizontal Well, the term "depth" or "total depth" wherever used in this Agreement shall be deemed to read "Total Measured
3 Depth" insofar as it applies to each well.

4 U. The term "Vertical Well" shall mean a well drilled, Completed, or Recompleted other than a Horizontal Well.

5 V.R. The term "Zone" shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and
6 Gas separately producible from any other common accumulation of Oil and Gas.

7
8 Unless the context otherwise clearly indicates, words used in the singular include the plural, the word "person" includes
9 natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

10 ARTICLE II.

11 EXHIBITS

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

13 A. Exhibit "A," together with Exhibit A-1, including a map of the Contract Area as set forth on Exhibit A-1 shall include
14 the following information:

- 15 (1) Description of lands subject to this agreement,
- 16 (2) Restrictions, if any, as to depths, formations, or substances,
- 17 (3) Parties to agreement with addresses and telephone numbers for notice purposes,
- 18 (4) Percentages or fractional interests of parties to this agreement,
- 19 (5) Oil and Gas Leases and/or Oil and Gas interests subject to this agreement,
- 20 (6) Burdens on production.

21 ~~B. Exhibit "B," Form of Lease.~~

22 C. Exhibit "C," Accounting Procedure.

23 D. Exhibit "D," Insurance.

24 E. Exhibit "E," Gas Balancing Agreement.

25 F. Exhibit "F," Non-Discrimination and Certification of Non-Segregated Facilities.

26 G. Exhibit "G," Tax Partnership, Memorandum of Operating Agreement and Financing Statement.

27 H. Other: _____

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1 If any provision of any exhibit, except Exhibits "E", "F", and "G",^{and} is inconsistent with any provision contained in
 2 the body of this agreement, the provisions in the body of this agreement shall prevail.

3 ARTICLE III.

4 INTERESTS OF PARTIES

5 A. Oil and Gas Interests:

6 If any party owns an Oil and Gas Interest in the Contract Area, that Interest shall be treated for all purposes of this
 7 agreement and during the term hereof as if it were covered by the form of Oil and Gas Lease attached hereto as Exhibit "B."
 8 and the owner thereof shall be deemed to own both royalty interest in such lease and the interest of the lessee thereunder.

9 B. Interests of Parties in Costs and Production:

10 Unless changed by other provisions of this Agreement, all costs and liabilities incurred in operations under this agreement shall be borne
 11 and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their
 12 interests are set forth in Exhibit "A." In the same manner, the parties shall also own all production of Oil and Gas from the
 13 Contract Area subject, however, to the payment of royalties,^{overriding royalties,} and other burdens on production as described hereafter.

14 Regardless of which party has contributed any Oil and Gas Lease or Oil and Gas Interest on which royalty or other
 15 burdens may be payable and except as otherwise expressly provided in this agreement, each party shall pay or deliver, or
 16 cause to be paid or delivered, all burdens on its share of the production from the Contract Area up to, but not in excess of,
 17 one-fourth (1/4) and shall indemnify, defend and hold the other parties free from any liability therefor.
 18 Except as otherwise expressly provided in this agreement, if any party has contributed hereto any Lease or Interest which is
 19 burdened with any royalty, overriding royalty, production payment or other burden on production in excess of the amounts
 20 stipulated above, such party so burdened shall assume and alone bear all such excess obligations and shall indemnify, defend
 21 and hold the other parties hereto harmless from any and all claims attributable to such excess burden. However, so long as
 22 the Drilling Unit for the productive Zone(s) is identical with the Contract Area, each party shall pay or deliver, or cause to
 23 be paid or delivered, all burdens on production from the Contract Area due under the terms of the Oil and Gas Lease(s)
 24 which such party has contributed to this agreement, and shall indemnify, defend and hold the other parties free from any
 25 liability therefor.

26 No party shall ever be responsible, on a price basis higher than the price received by such party, to any other party's
 27 lessor or royalty owner, and if such other party's lessor or royalty owner should demand and receive settlement on a higher
 28 price basis, the party contributing the affected Lease shall bear the additional royalty burden attributable to such higher price.

29 Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby,
 30 and in the event two or more parties contribute to this agreement jointly owned Leases, the parties' undivided interests in
 31 said Leaseholds shall be deemed separate leasehold interests for the purposes of this agreement.

32 C. Subsequently Created Interests:

33 If any party has contributed hereto a Lease or Interest that is burdened with an assignment of production given as security
 34 for the payment of money, or if, after the date of this agreement, any party creates an overriding royalty, production
 35 payment, net profits interest, assignment of production or other burden payable out of production attributable to its working
 36 interest hereunder, such burden shall be deemed a "Subsequently Created Interest." Further, if any party has contributed
 37 hereto a Lease or Interest burdened with an overriding royalty, production payment, net profits interests, or other burden
 38 payable out of production created prior to the date of this agreement, and such burden is not shown on Exhibit "A," such
 39 burden also shall be deemed a Subsequently Created Interest to the extent such burden causes the burdens on such party's
 40 Lease or Interest to exceed the amount stipulated in Article III.B. above.

41 The party whose interest is burdened with the Subsequently Created Interest (the "Burdened Party") shall assume and
 42 alone bear, pay and discharge the Subsequently Created Interest and shall indemnify, defend and hold harmless the other
 43 parties from and against any liability therefor. Further, if the Burdened Party fails to pay, when due, its share of expenses
 44 chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the Subsequently Created Interest in the
 45 same manner as they are enforceable against the working interest of the Burdened Party. If the Burdened Party is required
 46 under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or
 47 production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of
 48 said Subsequently Created Interest, and the Burdened Party shall indemnify, defend and hold harmless said other party, or
 49 parties, from any and all claims and demands for payment asserted by owners of the Subsequently Created Interest.

50 ARTICLE IV.

51 TITLES

52 A. Title Examination:

53 Title examination shall be made on the Drillsite / ^{tract} of any proposed Vertical Well well and each Drillsite tract of any
 54 proposed Horizontal Well prior to commencement of drilling operations on each Drillsite tract and,
 55 if a majority in interest of the Drilling Parties so request or Operator so elects, title examination shall be made on / the entire
 56 Drilling Unit, or maximum anticipated Drilling Unit, of the well. The opinion will include the ownership of the working
 57 interest, minerals, royalty, overriding royalty and production payments under the applicable Leases. Each party contributing
 58 Leases and/or Oil and Gas Interests to be included in the Drillsite or Drilling Unit, if appropriate, shall furnish to Operator
 59 all abstracts (including federal lease status reports), title opinions, title papers and curative material in its possession free of
 60 charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the
 61 examination of the title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or
 62 by outside attorneys. Copies of all title opinions shall be furnished to each Drilling Party. Costs incurred by Operator in
 63 procuring abstracts, fees paid outside attorneys / ^{and outside brokers} for title examination (including preliminary, supplemental, shut-in royalty
 64 opinions and division order title opinions) and other direct charges as provided in Exhibit "C" shall be borne by the Drilling
 65 Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such
 66 interests appear in Exhibit "A." Operator shall make no charge for services rendered by its staff attorneys or other personnel
 67 in the performance of the above functions. Title examination on any Drillsite or Drilling Unit shall be at the discretion of Operator if
 68 such title is common with another Drillsite or Drilling Unit on which title examination has been made.

69 Each party shall be responsible for securing curative matter and pooling amendments or agreements required in
 70 connection with Leases or Oil and Gas Interests contributed by such party; provided, however, that Operator may, at its sole discretion,
 71 attempt to secure curative matter required in connection with Leases or Oil and Gas Interests contributed by any Non-Operator,
 72 and each Non-Operator agrees to cooperate with such efforts and timely provide information relating to such matter to Operator,
 73 and the costs incurred by Operator for such curative matter shall be borne by the Drilling Parties in proportion that the interest of
 74

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1989

1 each Drilling Party Bears the total interest of all Drilling Parties as such interests appear in Exhibit A. Operator shall be
2 responsible for the the preparation
3 and recording of pooling designations or declarations and communitization agreements as well as the conduct of hearings
4 before governmental agencies for the securing of spacing or pooling orders or any other orders necessary or appropriate to
5 the conduct of operations hereunder. This shall not prevent any party from appearing in its own behalf at such hearings.
6 Costs incurred by Operator, including fees paid to outside attorneys, which are associated with hearings before governmental
7 agencies, and which costs are necessary and proper for the activities contemplated under this agreement, shall be direct
8 charges to the joint account and shall not be covered by the administrative overhead charges as provided in Exhibit "C."
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A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1989

1 Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above
2 functions.

3 No well shall be drilled on the Contract Area until after (1) the title to the Drillsite or Drilling Unit, if appropriate, has
4 been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by
5 all of the Drilling Parties in such well Operator.

6 **B. Loss or Failure of Title:**

7 1. Failure of Title: Should any Oil and Gas Interest or Oil and Gas Lease be lost through failure of title, which results in a
8 reduction of interest from that shown on Exhibit "A," the party credited with contributing the affected Lease or Interest
9 (including, if applicable, a successor in interest to such party) shall have ninety (90) days from final determination of title
10 failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject
11 to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining Oil and Gas
12 Leases and Interests; and,

13 (a) The party credited with contributing the Oil and Gas Lease or Interest affected by the title failure (including, if
14 applicable, a successor in interest to such party) shall bear alone the entire loss and it shall not be entitled to recover from
15 Operator or the other parties any development or operating costs which it may have previously paid or incurred, but there
16 shall be no additional liability on its part to the other parties hereto by reason of such title failure;

17 (b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the
18 Lease or Interest which has failed, but the interests of the parties contained on Exhibit "A" shall be revised on an acreage
19 basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose Lease or
20 interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the Lease or Interest failed;

21 (c) If the proportionate interest of the other parties hereto in any producing well previously drilled on the Contract
22 Area is increased by reason of the title failure, the party who bore the costs incurred in connection with such well attributable
23 to the Lease or Interest which has failed shall receive the proceeds attributable to the increase in such interest (less costs and
24 burdens attributable thereto), until it has been reimbursed for unrecovered costs paid by it in connection with such well
25 attributable to such failed Lease or Interest;

26 (d) Should any person not a party to this agreement, who is determined to be the owner of any Lease or Interest
27 which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid
28 to the party or parties who bore the costs which are so refunded;

29 (e) Any liability to account to a person not a party to this agreement for prior production of Oil and Gas which arises
30 by reason of title failure shall be borne severally by each party (including a predecessor to a current party) who received
31 production for which such accounting is required based on the amount of such production received, and each such party shall
32 severally indemnify, defend and hold harmless all other parties hereto for any such liability to account;

33 (f) No charge shall be made to the joint account for legal expenses, fees or salaries in connection with the defense of
34 the Lease or Interest claimed to have failed, but if the party contributing such Lease or Interest hereto elects to defend its title
35 it shall bear all expenses in connection therewith; and

36 (g) If any party is given credit on Exhibit "A" to a Lease or Interest which is limited solely to ownership of an
37 interest in the wellbore of any well or wells and the production therefrom, such party's absence of interest in the remainder
38 of the Contract Area shall be considered a Failure of Title as to such remaining Contract Area unless that absence of interest
39 is reflected on Exhibit "A."

40 2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well
41 payment, minimum royalty or royalty payment, or other payment necessary to maintain all or a portion of an Oil and Gas
42 Lease or interest is not paid or is erroneously paid, and as a result a Lease or Interest terminates, there shall be no monetary
43 liability against the party who failed to make such payment. Unless the party who failed to make the required payment
44 secures a new Lease or Interest covering the same interest within ninety (90) days from the discovery of the failure to make
45 proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties reflected on Exhibit "A"
46 shall be revised on an acreage basis, effective as of the date of termination of the Lease or Interest involved, and the party
47 who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership
48 of the Lease or Interest which has terminated. If the party who failed to make the required payment shall not have been fully
49 reimbursed, at the time of the loss, from the proceeds of the sale of Oil and Gas attributable to the lost Lease or Interest,
50 calculated on an acreage basis, for the development and operating costs previously paid on account of such Lease or Interest,
51 it shall be reimbursed for unrecovered actual costs previously paid by it (but not for its share of the cost of any dry hole
52 previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

53 (a) Proceeds of Oil and Gas produced prior to termination of the Lease or Interest, less operating expenses and lease
54 burdens chargeable hereunder to the person who failed to make payment, previously accrued to the credit of the lost Lease or
55 Interest, on an acreage basis, up to the amount of unrecovered costs;

56 (b) Proceeds of Oil and Gas, less operating expenses and lease burdens chargeable hereunder to the person who failed
57 to make payment, up to the amount of unrecovered costs attributable to that portion of Oil and Gas thereafter produced and
58 marketed (excluding production from any wells thereafter drilled) which, in the absence of such Lease or Interest termination,
59 would be attributable to the lost Lease or Interest on an acreage basis and which as a result of such Lease or Interest
60 termination is credited to other parties, the proceeds of said portion of the Oil and Gas to be contributed by the other parties
61 in proportion to their respective interests reflected on Exhibit "A"; and,

62 (c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner
63 of the Lease or Interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.

64 3. Other Losses: All losses of Leases or Interests committed to this agreement, other than those set forth in Articles
65 IV.B.1. and IV.B.2. above, shall be joint losses and shall be borne by all parties in proportion to their interests shown on
66 Exhibit "A." This shall include but not be limited to the loss of any Lease or Interest through failure to develop or because
67 express or implied covenants have not been performed (other than performance which requires only the payment of money),
68 and the loss of any Lease by expiration at the end of its primary term if it is not renewed or extended. There shall be no
69 readjustment of interests in the remaining portion of the Contract Area on account of any joint loss.

70 4. Curing Title: In the event of a Failure of Title under Article IV.B.1. or a loss of title under Article IV.B.2. above, any
71 Lease or Interest acquired by any party hereto (other than the party whose interest has failed or was lost) during the ninety
72 (90) day period provided by Article IV.B.1. and Article IV.B.2. above covering all or a portion of the interest that has failed
73 or was lost shall be offered at cost to the party whose interest has failed or was lost, and ^{subject to} the provisions of Article VIII.B.
74 shall not apply to such acquisition.

ARTICLE V.

OPERATOR

A. Designation and Responsibilities of Operator:

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4 COG Operating LLC shall be the Operator of the Contract Area, and shall conduct
5 and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of
6 this agreement. In its performance of services hereunder for the Non-Operators, Operator shall be an independent contractor
7 not subject to the control or direction of the Non-Operators except as to the type of operation to be undertaken in accordance
8 with the election procedures contained in this agreement. Operator shall not be deemed, or hold itself out as, the agent of the
9 Non-Operators with authority to bind them to any obligation or liability assumed or incurred by Operator as to any third
10 party. Operator shall conduct its activities under this agreement as a reasonable prudent operator, in a good and workmanlike
11 manner, with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with applicable law and
12 regulation, but in no event shall it have any liability as Operator to the other parties for losses sustained or liabilities incurred
13 except such as may result from gross negligence or willful misconduct.

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

14
15 1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators.

16 If Operator terminates its legal existence, no longer owns an interest hereunder in the Contract Area, or is no longer capable of
17 serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a
18 successor. Operator may be removed only for good cause by the affirmative vote of Non-Operators owning a majority interest
19 based on ownership as shown on Exhibit "A", remaining after excluding the voting interest of Operator; such vote shall not be
20 deemed effective until a written notice has been delivered to the Operator by a Non-Operator detailing the alleged default and
21 Operator has failed to cure the default within thirty (30) days from its receipt of the notice or, if the default concerns an
22 operation then being conducted, within forty-eight (48) hours of its receipt of the notice. For purposes hereof, "good cause" shall
23 mean not only gross negligence or willful misconduct but also the material breach of or inability to meet the standards of
24 operation contained in Article V.A. or material failure or inability to perform its obligations under this agreement.

25 Subject to Article VII.D.1., such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first
26 day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator
27 or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of
28 Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a
29 Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single /^{affiliate}
30 subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

31 2. Selection of Successor Operator: Upon the resignation or removal of Operator under any provision of this agreement, a
32 successor Operator shall be selected by the parties. The successor Operator shall be selected from the parties owning an
33 interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the
34 affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A";
35 provided, however, if an Operator which has been removed or is deemed to have resigned fails to vote or votes only to
36 succeed itself, the successor Operator shall be selected by the affirmative vote of the party or parties owning a majority
37 interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of the Operator that was
38 removed or resigned. The former Operator shall promptly deliver to the successor Operator all records and data relating to
39 the operations conducted by the former Operator to the extent such records and data are not already in the possession of the
40 successor operator. Any cost of obtaining or copying the former Operator's records and data shall be charged to the joint
41 account.

42 3. Effect of Bankruptcy: If Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have
43 resigned without any action by Non-Operators, except the selection of a successor. If a petition for relief under the federal
44 bankruptcy laws is filed by or against Operator, and the removal of Operator is prevented by the federal bankruptcy court, all
45 Non-Operators and Operator shall comprise an interim operating committee to serve until Operator has elected to reject or
46 assume this agreement pursuant to the Bankruptcy Code, and an election to reject this agreement by Operator as a debtor in
47 possession, or by a trustee in bankruptcy, shall be deemed a resignation as Operator without any action by Non-Operators,
48 except the selection of a successor. During the period of time the operating committee controls operations, all actions shall
49 require the approval of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A." In
50 the event there are only two (2) parties to this agreement, during the period of time the operating committee controls
51 operations, a third party acceptable to Operator, Non-Operator and the federal bankruptcy court shall be selected as a
52 member of the operating committee, and all actions shall require the approval of two (2) members of the operating
53 committee without regard for their interest in the Contract Area based on Exhibit "A."

C. Employees and Contractors:

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55 The number of employees or contractors used by Operator in conducting operations hereunder, their selection, and the
56 hours of labor and the compensation for services performed shall be determined by Operator, and all such employees or
57 contractors shall be the employees or contractors of Operator.

D. Rights and Duties of Operator:

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59 1. Competitive Rates and Use of Affiliates: All wells drilled on the Contract Area shall be drilled on a competitive
60 contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in
61 the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges
62 shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by
63 Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors
64 who are doing work of a similar nature. All work performed or materials supplied by affiliates or related parties of Operator
65 shall be performed or supplied at competitive rates, pursuant to written agreement, and in accordance with customs and
66 standards prevailing in the industry.

67 2. Discharge of Joint Account Obligations: Except as herein otherwise specifically provided, Operator shall promptly pay
68 and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall
69 charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in Exhibit "C."
70 Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits
71 made and received.

72 3. Protection from Liens: Operator shall pay, or cause to be paid, as and when they become due and payable, all accounts
73 of contractors and suppliers and wages and salaries for services rendered or performed, and for materials supplied on, to or in
74 respect of the Contract Area or any operations for the joint account thereof, and shall keep the Contract Area free from

1 liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to services rendered or
 2 materials supplied.
 3 4. Custody of Funds: Operator shall hold for the account of the Non-Operators any funds of the Non-Operators advanced
 4 or paid to the Operator, either for the conduct of operations hereunder or as a result of the sale of production from the
 5 Contract Area, and such funds shall remain the funds of the Non-Operators on whose account they are advanced or paid until
 6 used for their intended purpose or otherwise delivered to the Non-Operators or applied toward the payment of debts as
 7 provided in Article VII.B. Nothing in this paragraph shall be construed to establish a fiduciary relationship between Operator
 8 and Non-Operators for any purpose other than to account for Non-Operator funds as herein specifically provided. Nothing in
 9 this paragraph shall require the maintenance by Operator of separate accounts for the funds of Non-Operators unless the
 10 parties otherwise specifically agree.

11 5. Access to Contract Area and Records: Operator shall, except as otherwise provided herein, permit each Non-Operator
 12 or its duly authorized representative, at the Non-Operator's sole risk and cost, full and free access at all reasonable times to
 13 all operations of every kind and character being conducted for the joint account on the Contract Area and to the records of
 14 operations conducted thereon or production therefrom, including Operator's books and records relating thereto. Such access
 15 rights shall not be exercised in a manner interfering with Operator's conduct of an operation hereunder and shall not obligate
 16 Operator to furnish any geologic or geophysical data of an interpretive nature unless the cost of preparation of such
 17 interpretive data was charged to the joint account. Operator will furnish to each Non-Operator upon request copies of any
 18 and all reports and information obtained by Operator in connection with production and related items, including, without
 19 limitation, meter and chart reports, production purchaser statements, run tickets and monthly gauge reports, but excluding
 20 purchase contracts and pricing information to the extent not applicable to the production of the Non-Operator seeking the
 21 information. Any audit of Operator's records relating to amounts expended and the appropriateness of such expenditures
 22 shall be conducted in accordance with the audit protocol specified in Exhibit "C."

23 6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to
 24 each requesting Non-Operator not in default of its payment obligations, all operational notices, reports or applications
 25 required to be filed by local, State, Federal or Indian agencies or authorities having jurisdiction over operations hereunder.
 26 Each Non-Operator shall provide to Operator on a timely basis all information necessary to Operator to make such filings.

27 7. Drilling and Testing Operations: The following provisions shall apply to each well drilled hereunder, including but not
 28 limited to the Initial Well:

29 (a) Operator will promptly advise Non-Operators of the date on which the well is spudded, or the date on which
 30 drilling operations are commenced.

31 (b) Operator will send to Non-Operators such reports, test results and notices regarding the progress of operations on the well
 32 as the Non-Operators shall reasonably request, including, but not limited to, daily drilling reports, completion reports, and well logs.

33 (c) Operator shall adequately test all Zones encountered which may reasonably be expected to be capable of producing
 34 Oil and Gas in paying quantities as a result of examination of the electric log or any other logs or tests conducted
 35 hereunder.

36 8. Cost Estimates: Upon request of any Consenting Party, Operator shall furnish estimates of current and cumulative costs
 37 incurred for the joint account at reasonable intervals during the conduct of any operation pursuant to this agreement.
 38 Operator shall not be held liable for errors in such estimates so long as the estimates are made in good faith.

39 9. Insurance: At all times while operations are conducted hereunder, Operator shall comply with the workers
 40 compensation law of the state where the operations are being conducted; provided, however, that Operator may be a self-
 41 insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall
 42 be as provided in Exhibit "C." Operator shall also carry or provide insurance for the benefit of the joint account of the parties
 43 as outlined in Exhibit "D" attached hereto and made a part hereof. Operator shall require all contractors engaged in work on
 44 or for the Contract Area to comply with the workers compensation law of the state where the operations are being conducted
 45 and to maintain such other insurance as Operator may require.

46 In the event automobile liability insurance is specified in said Exhibit "D," or subsequently receives the approval of the
 47 parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive
 48 equipment.

49 **ARTICLE VI.**
 50 **DRILLING AND DEVELOPMENT**

51 **A. Initial Well:**

52 On or before the 10th day of July, 2014, Operator shall commence the drilling of the Initial
 53 Well at the following location as follows:

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 56 Operator shall commence the drilling of a horizontal Bone Spring test well, with the surface hole location being
 57 in Unit P of Section 7, T19S-R35E,

58
 59 and shall thereafter continue the drilling of the well with due diligence to

60
 61 a bottom hole location being in Unit I of Section 6, T19S-R35E.
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63 The drilling of the Initial Well and the participation therein by all parties is obligatory, subject to Article VI.C.1. as to participation
 64 in Completion operations and Article VI.F. as to termination of operations and Article XI as to occurrence of force majeure.

65 **B. Initial Well and Subsequent Operations:**

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 67 1. Proposed Operations: If any party hereto should desire to drill any well on the Contract Area other than the Initial Well, or
 68 if any party should desire to Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a well no longer capable of
 69 producing in paying quantities in which such party has not otherwise relinquished its interest in the proposed objective Zone under
 70 this agreement, the party desiring to drill, Rework, Sidetrack, Deepen, Recomplete or Plug Back such a well shall give written
 71 notice of the proposed operation to the parties who have not otherwise relinquished their interest in such objective Zone
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1 under this agreement and to all other parties in the case of a proposal for Sidetracking or Deepening, specifying the work to be
 2 performed, the location, proposed depth, objective Zone and the estimated cost of the operation. The parties to whom such a
 3 notice is delivered shall have thirty (30) days after receipt of the notice within which to notify the party proposing to do the work
 4 whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to
 5 Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone and the response period shall be limited to forty-
 6 eight (48) hours, exclusive of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply
 7 within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation.
 8 Any proposal by a party to conduct an operation conflicting with the operation initially proposed shall be delivered to all parties
 9 within the time and in the manner provided in Article VI.B.6.

10 If all parties to whom such notice is delivered elect to participate in such a proposed operation, the parties shall be
 11 contractually committed to participate therein provided such operations are commenced within the time period hereafter set
 12 forth, and Operator shall, no later than ninety (90) days after expiration of the notice period of thirty (30) days (or as
 13 promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case
 14 may be), actually commence the proposed operation and thereafter complete it with due diligence at the risk and expense of
 15 the parties participating therein; provided, however, said commencement date may be extended upon written notice of same
 16 by Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such
 17 additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-
 18 way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or
 19 acceptance. If the actual operation has not been commenced within the time provided (including any extension thereof as
 20 specifically permitted herein or in the force majeure provisions of Article XI) and if any party hereto still desires to conduct
 21 said operation, written notice proposing same must be resubmitted to the other parties in accordance herewith as if no prior
 22 proposal had been made. Those parties that did not participate in the drilling of a well for which a proposal to Deepen or
 23 Sidetrack is made hereunder shall, if such parties desire to participate in the proposed Deepening or Sidetracking operation,
 24 reimburse the Drilling Parties in accordance with Article VI.B.4. in the event of a Deepening operation and in accordance
 25 with Article VI.B.5. in the event of a Sidetracking operation.

26 2. Operations by Less Than All Parties:

27 (a) Determination of Participation. If any party to whom such notice is delivered as provided in Article VI.B.1. or
 28 VI.C.1. (Option No. 2) elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this
 29 Article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, no
 30 later than ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as practicable after the
 31 expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be) actually commence the
 32 proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting
 33 Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party,
 34 the Consenting Parties shall either: (i) request Operator to perform the work required by such proposed operation for the
 35 account of the Consenting Parties, or (ii) designate one of the Consenting Parties as Operator to perform such work. The
 36 rights and duties granted to and imposed upon the Operator under this agreement are granted to and imposed upon the party
 37 designated as Operator for an operation in which the original Operator is a Non-Consenting Party. Consenting Parties, when
 38 conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this
 39 agreement. Nothing contained herein shall prohibit Operator or the participating parties from actually commencing the proposed
 40 operation before the expiration of the notice period nor shall the timing of such commencement affect in any way the validity of a
 41 party's election or deemed election.

42 If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the
 43 applicable notice period, shall advise all Parties of the total interest of the parties approving such operation and its
 44 recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party,
 45 within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise the
 46 proposing party of its desire to (i) limit participation to such party's interest as shown on Exhibit "A" or (ii) carry only its
 47 proportionate part (determined by dividing such party's interest in the Contract Area by the interests of all Consenting Parties
 48 in the Contract Area) of Non-Consenting Parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of
 49 Non-Consenting Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties'
 50 interests that any Consenting Party did not elect to take. Any interest of Non-Consenting Parties that is not carried by a
 51 Consenting Party shall be deemed to be carried by the party proposing the operation if such party does not withdraw its
 52 proposal. Failure to advise the proposing party within the time required shall be deemed an election under (i). In the event a
 53 drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a
 54 total of forty-eight (48) hours (exclusive-inclusive of Saturday, Sunday and legal holidays). The proposing party, at its election, may
 55 withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10)
 56 days, or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period.
 57 If 100% subscription to the proposed operation is obtained, the proposing party shall promptly notify the Consenting Parties
 58 of their proportionate interests in the operation and the party serving as Operator shall commence such operation within the
 59 period provided in Article VI.B.1., subject to the same extension right as provided therein.

60 (b) Relinquishment of Interest for Non-Participation. The entire cost and risk of conducting such operations shall be
 61 borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding
 62 paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and
 63 encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results
 64 in a dry hole, then subject to Articles VI.B.6. and VI.E.3., the Consenting Parties shall plug and abandon the well and restore
 65 the surface location at their sole cost, risk and expense; provided, however, that those Non-Consenting Parties that
 66 participated in the drilling, Deepening or Sidetracking of the well shall remain liable for, and shall pay, their proportionate
 67 shares of the cost of plugging and abandoning the well and restoring the surface location insofar only as those costs were not
 68 increased by the subsequent operations of the Consenting Parties. If any well drilled, Reworked, Sidetracked, Deepened,
 69 Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing Oil and/or Gas in
 70 paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the
 71 well shall then be turned over to Operator (if the Operator did not conduct the operation) and shall be operated by it at the
 72 expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, Reworking,
 73 Sidetracking, Recompleteing, Deepening or Plugging Back of any such well by Consenting Parties in accordance with the
 74 provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the

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1 Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-
2 Consenting Party's interest in the well and share of production therefrom or, in the case of a Reworking, Sidetracking,
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1 Deepening, ReCompleting or Plugging Back, or a Completion pursuant to Article VI.C.1. Option No. 2, all of such Non-
 2 Consenting Party's interest in the production obtained from the operation in which the Non-Consenting Party did not elect
 3 to participate. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or
 4 market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes,
 5 royalty, overriding royalty and other interests not excepted by Article III.C. payable out of or measured by the production
 6 from such well accruing with respect to such interest until it reverts), shall equal the total of the following:

7 (i) 100 % of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment
 8 beyond the wellhead connections (including but not limited to stock tanks, separators, treaters, pumping equipment and
 9 piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first
 10 production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other
 11 provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that
 12 interest which would have been chargeable to such Non-Consenting Party had it participated in the well from the beginning
 13 of the operations; and

14 (ii) 300 % of (a) that portion of the costs and expenses of drilling, Reworking, Sidetracking, Deepening,
 15 Plugging Back, testing, Completing, and ReCompleting, after deducting any cash contributions received under Article VIII.C.,
 16 and of (b) that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections),
 17 which would have been chargeable to such Non-Consenting Party if it had participated therein.

18 Notwithstanding anything to the contrary in this Article VI.B., if the well does not reach the deepest objective Zone
 19 described in the notice proposing the well for reasons other than the encountering of granite or practically impenetrable
 20 substance or other condition in the hole rendering further operations impracticable, Operator shall give notice thereof to each
 21 Non-Consenting Party ^{of subsequent proposals to complete the well} ~~who submitted or voted for an alternative proposal under Article VI.B.6. to drill the well to a~~
 22 shallower Zone than the deepest objective Zone proposed in the notice under which the well was drilled, and each such Non-
 23 Consenting Party shall have the option to participate in the initial proposed Completion of the well by paying its share of the
 24 cost of drilling the well to its actual depth, calculated in the manner provided in Article VI.B.4. (a). If any such Non-
 25 Consenting Party does not elect to participate in the first Completion proposed for such well, the relinquishment provisions
 26 of this Article VI.B.2. (b) shall apply to such party's interest.

27 (c) ~~Reworking, ReCompleting or Plugging Back.~~ An election not to participate in the drilling, Sidetracking or
 28 Deepening of a well shall be deemed an election not to participate in any Reworking or Plugging Back operation proposed in
 29 such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full
 30 recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Similarly, an election not to
 31 participate in the Completing or ReCompleting of a well shall be deemed an election not to participate in any Reworking
 32 operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at
 33 any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Any such
 34 Reworking, ReCompleting or Plugging Back operation conducted during the recoupment period shall be deemed part of the
 35 cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Parties 300 % of
 36 that portion of the costs of the Reworking, ReCompleting or Plugging Back operation which would have been chargeable to
 37 such Non-Consenting Party had it participated therein. If such a Reworking, ReCompleting or Plugging Back operation is
 38 proposed during such recoupment period, the provisions of this Article VI.B. shall be applicable as between said Consenting
 39 Parties in said well.

40 (d) Recoupment Matters. During the period of time Consenting Parties are entitled to receive Non-Consenting Party's
 41 share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all ad valorem,
 42 production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to
 43 Non-Consenting Party's share of production not excepted by Article III.C.

44 In the case of any Reworking, Sidetracking, Plugging Back, ReCompleting or Deepening operation, the Consenting
 45 Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all
 46 such equipment shall remain unchanged; and upon abandonment of a well after such Reworking, Sidetracking, Plugging Back,
 47 ReCompleting or Deepening, the Consenting Parties shall account for all such equipment to the owners thereof, with each
 48 party receiving its proportionate part in kind or in value, less cost of salvage.

49 Within ninety (90) days after the completion of any operation under this Article, the party conducting the operations
 50 for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to
 51 the well, and an itemized statement of the cost of drilling, Sidetracking, Deepening, Plugging Back, testing, Completing,
 52 ReCompleting, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement
 53 of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the
 54 Consenting Parties are being reimbursed as provided above, the party conducting the operations for the Consenting Parties
 55 shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of
 56 the well, together with a statement of the quantity of Oil and Gas produced from it and the amount of proceeds realized from
 57 the sale of the well's working interest production during the preceding month. In determining the quantity of Oil and Gas
 58 produced during any month, Consenting Parties shall use industry accepted methods such as but not limited to metering or
 59 periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with
 60 any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited
 61 against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such
 62 Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-
 63 Consenting Party.

64 If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided
 65 for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it ~~as of 7:00 a.m. on the day~~
 66 ^{on the first day of the calendar month following the month in} ~~following the day on~~ which such recoupment occurs, and, from and after such reversion, such Non-Consenting Party shall
 67 own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as
 68 such Non-Consenting Party would have been entitled to had it participated in the drilling, Sidetracking, Reworking,
 69 Deepening, ReCompleting or Plugging Back of said well. Thereafter, such Non-Consenting Party shall be charged with and
 70 shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this
 71 agreement and Exhibit "C" attached hereto.

72 3. Stand-By Costs: When a well which has been drilled or Deepened has reached its authorized depth and all tests have
 73 been completed and the results thereof furnished to the parties, or when operations on the well have been otherwise
 74 terminated pursuant to Article VI.F., stand-by costs incurred pending response to a party's notice proposing a Reworking,

1 Sidetracking, Deepening, Re-completing, Plugging Back or Completing operation in such a well (including the period required
2 under Article VI.B.6. to resolve competing proposals) shall be charged and borne as part of the drilling or Deepening
3 operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted,
4 whichever first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms
5 of the second grammatical paragraph of Article VI.B.2. (a), shall be charged to and borne as part of the proposed operation,
6 but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated
7 between the Consenting Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total
8 interest as shown on Exhibit "A" of all Consenting Parties.

9 In the event that notice for a Sidetracking / ^{or Deepening} operation is given while the drilling rig to be utilized is on location, any party
10 may request and receive up to five (5) additional days after expiration of the forty-eight hour response period specified in
11 Article VI.B.1. within which to respond by paying for all stand-by costs and other costs incurred during such extended
12 response period; Operator may require such party to pay the estimated stand-by time costs in advance as a condition to extending
13 the response period. If more than one party elects to take such additional time to respond to the notice, standby costs shall be
14 allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing party's
15 interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties.

16 4. Deepening: If less than all parties elect to participate in a drilling, Sidetracking, or Deepening operation proposed
17 pursuant to Article VI.B.1., the interest relinquished by the Non-Consenting Parties to the Consenting Parties under Article
18 VI.B.2. shall relate only and be limited to the lesser of (i) the total depth (or, in the case of a horizontal wellbore, length) actually drilled
19 or (ii) the total depth, (or, in the case of a horizontal wellbore, length) through the objective depth or Zone
20 of which the parties were given notice under Article VI.B.1. ("Initial Objective"). Such well shall not be Deepened beyond the
21 Initial Objective without first complying with this Article to afford the Non-Consenting Parties the opportunity to participate
22 in the Deepening operation.

23 In the event any Consenting Party desires to drill or Deepen a Non-Consent Well to a depth below beyond the Initial Objective,
24 such party shall give notice thereof, complying with the requirements of Article VI.B.1., to all parties (including Non-
25 Consenting Parties). Thereupon, Articles VI.B.1. and 2. shall apply and all parties receiving such notice shall have the right to
26 participate or not participate in the Deepening of such well pursuant to said Articles VI.B.1. and 2. If a Deepening operation
27 is approved pursuant to such provisions, and if any Non-Consenting Party elects to participate in the Deepening operation,
28 such Non-Consenting party shall pay or make reimbursement (as the case may be) of the following costs and expenses.

29 (a) If the proposal to Deepen is made prior to the Completion of such well as a well capable of producing in paying
30 quantities, such Non-Consenting Party shall pay (or reimburse Consenting Parties for, as the case may be) that share of costs
31 and expenses incurred in connection with the drilling of said well from the surface to the Initial Objective which Non-
32 Consenting Party would have paid had such Non-Consenting Party agreed to participate therein, plus the Non-Consenting
33 Party's share of the cost of Deepening and of participating in any further operations on the well in accordance with the other
34 provisions of this Agreement; provided, however, all costs for testing and Completion or attempted Completion of the well
35 incurred by Consenting Parties prior to the point of actual operations to Deepen beyond the Initial Objective shall be for the
36 sole account of Consenting Parties.

37 (b) If the proposal is made for a Non-Consent Well that has been previously Completed as a well capable of producing
38 in paying quantities, but is no longer capable of producing in paying quantities, such Non-Consenting Party shall pay (or
39 reimburse Consenting Parties for, as the case may be) its proportionate share of all costs of drilling, Completing, and
40 equipping said well from the surface to the Initial Objective, calculated in the manner provided in paragraph (a) above, less
41 those costs recouped by the Consenting Parties from the sale of production from the well. The Non-Consenting Party shall
42 also pay its proportionate share of all costs of re-entering said well; provided, however, that all costs for testing and Completion or
43 attempted Completion of the well incurred by the Consenting Parties prior to the point of actual operations to Deepen beyond the
44 Initial Objective shall be for the sole account of such Consenting Parties. The Non-Consenting Parties' proportionate part (based
45 on the percentage of such well Non-Consenting Party would have owned had it previously participated in such Non-Consent
46 Well) of the costs of salvable materials and equipment remaining in the hole and salvable surface equipment used in
47 connection with such well shall be determined in accordance with Exhibit "C." If the Consenting Parties have recouped the
48 cost of drilling, Completing, and equipping the well at the time such Deepening operation is conducted, then a Non-
49 Consenting Party may participate in the Deepening of the well with no payment for costs incurred prior to re-entering the
50 well for Deepening.

51 The foregoing shall not imply a right of any Consenting Party to propose any Deepening for a Non-Consent Well prior
52 to the drilling of such well to its Initial Objective without the consent of the other Consenting Parties as provided in Article
53 VI.F.

54 5. Sidetracking: Any party having the right to participate in a proposed Sidetracking operation that does not own an
55 interest in the affected wellbore at the time of the notice shall, upon electing to participate, tender to the wellbore owners its
56 proportionate share (equal to its interest in the Sidetracking operation) of the value of that portion of the existing wellbore
57 to be utilized as follows (to the extent not already paid or reimbursed, as the case may be, by the Non-Consenting Party for previous
58 operations in the respective wellbore):

59 (a) If the proposal is for Sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs
60 incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is initiated.

61 (b) If the proposal is for Sidetracking a well which has previously produced, reimbursement shall be on the basis of
62 such party's proportionate share of drilling and equipping costs incurred in the initial drilling of the well down to the depth
63 at which the Sidetracking operation is conducted, calculated in the manner described in Article VI.B.4(b) above. Such party's
64 proportionate share of the cost of the well's salvable materials and equipment down to the depth at which the Sidetracking
65 operation is initiated shall be determined in accordance with the provisions of Exhibit "C."

66 This Article VI.B.5, "Sidetracking," shall not apply to operations in an existing Lateral of a Horizontal Well. Drilling
67 operations which are intended to recover penetration of objective formation(s) which are conducted in a Horizontal Well shall be
68 considered as included in the original proposed drilling operations.

69 6. Order of Preference of Operations. Except as otherwise specifically provided in this agreement, if any party desires to
70 propose the conduct of an operation that conflicts with a proposal that has been made by a party under this Article VI, such
71 party shall have fifteen (15) days from delivery of the initial proposal, in the case of a proposal to drill a well or to perform
72 an operation on a well where no drilling rig is on location, or twenty-four (24) hours, exclusive of Saturday, Sunday and legal
73 holidays, from delivery of the initial proposal, if a drilling rig is on location for the well on which such operation is to be
74 conducted, to deliver to all parties entitled to participate in the proposed operation such party's alternative proposal, such

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1 alternate proposal to contain the same information required to be included in the initial proposal. Each party receiving such
2 proposals shall elect by delivery of notice to Operator within five (5) days after expiration of the proposal period, or within
3 twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) if a drilling rig is on location for the well that is the
4 subject of the proposals, to participate in one of the competing proposals. Any party not electing within the time required
5 shall be deemed not to have voted. The proposal that prevails shall be determined pursuant to Article XVI.A or Article XVI.B,
6 whichever is applicable. ~~receiving the vote of parties owning the largest aggregate percentage~~
7 ~~interest of the parties voting shall have priority over all other competing proposals in the~~
8 ~~case of a tie.~~
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1 initial proposal shall prevail. Operator shall deliver notice of such result to all parties entitled to participate in the operation
 2 within five (5) days after expiration of the election period (or within twenty-four (24) hours, exclusive, inclusive of Saturday, Sunday
 3 and legal holidays, if a drilling rig is on location). Each party shall then have two (2) days (or twenty-four (24) hours if a rig
 4 is on location) from receipt of such notice to elect by delivery of notice to Operator to participate in such operation or to
 5 relinquish interest in the affected well pursuant to the provisions of Article VI.B.2.; failure by a party to deliver notice within
 6 such period shall be deemed an election not to participate in the prevailing proposal.

7 7. Conformity to Spacing Pattern. Notwithstanding the provisions of this Article VI.B.2., it is agreed that no wells shall be
 8 proposed to be drilled to or completed in or produced from a Zone from which a well located elsewhere on the Contract
 9 Area is producing, unless such well conforms to the then-existing well spacing pattern for such Zone, or such well has been approved as
 10 an exception to the then existing spacing pattern for such Zone by the appropriate regulatory agency.

11 8. Paving Wells. No party shall conduct any Reworking, Deepening, Plugging Back, Completion, Recompletion, or
 12 Sidetracking operation under this agreement with respect to any well then capable of producing in paying quantities except
 13 with the consent of all parties the party or parties owning at least 50% of the interests of the parties that have not relinquished interests
 14 in the well at the time of such operation.

15 9. Multi-Well Pads. If multiple Horizontal Wells are drilled or proposed to be drilled from a single pad or location, the
 16 costs of such pad or location shall be allocated, and/or reallocated as necessary, to the Consenting Parties of each of the wells
 17 thereon.

18 **C. Completion of Wells; Reworking and Plugging Back:**

19 1. Completion: Without the consent of all parties, no well shall be drilled, Deepened or Sidetracked, except any well
 20 drilled, Deepened or Sidetracked pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling,
 21 Deepening or Sidetracking shall include:

22 Option No. 1 -- Horizontal Wells (with or without a pilot hole component): All necessary expenditures for the drilling,
 23 Deepening or Sidetracking, testing, Completing and
 24 equipping of the well, including necessary tankage and/or surface facilities.

25 Option No. 2 -- Vertical Wells: All necessary expenditures for the drilling, Deepening or Sidetracking and testing of the well
 26 a Vertical Well. When
 27 such well has reached its authorized depth, and all logs, cores and other tests have been completed, and the results
 28 thereof furnished to the parties, Operator shall give immediate notice to the Non-Operators having the right to
 29 participate in a Completion attempt whether or not Operator recommends attempting to Complete the well,
 30 together with Operator's AFE for Completion the costs / if not previously provided. The parties receiving such notice
 31 shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect by delivery of
 32 notice to Operator to participate in a recommended Completion attempt or to make a Completion proposal with an
 33 accompanying AFE. Operator shall deliver any such Completion proposal, or any Completion proposal conflicting
 34 with Operator's proposal, to the other parties entitled to participate in such Completion in accordance with the
 35 procedures specified in Article VI.B.6. Election to participate in a Completion attempt shall include consent to all
 36 necessary expenditures for the Completing and equipping of such well, including necessary tankage and/or surface
 37 facilities but excluding any stimulation operation not contained on the Completion AFE. Failure of any party
 38 receiving such notice to reply within the period above fixed shall constitute an election by that party not to
 39 participate in the cost of the Completion attempt; provided, that Article VI.B.6. shall control in the case of
 40 conflicting Completion proposals. If one or more, but less than all of the parties, elect to attempt a Completion, the
 41 provision of Article VI.B.2. hereof (the phrase "Reworking, Sidetracking, Deepening, Recompleting or Plugging
 42 Back" as contained in Article VI.B.2. shall be deemed to include "Completing") shall apply to the operations
 43 thereafter conducted by less than all parties; provided, however, that Article VI.B.2. shall apply separately to each
 44 separate Completion or Recompletion attempt undertaken hereunder, and an election to become a Non-Consenting
 45 Party as to one Completion or Recompletion attempt shall not prevent a party from becoming a Consenting Party
 46 in subsequent Completion or Recompletion attempts regardless whether the Consenting Parties as to earlier
 47 Completions or Recompletion have recouped their costs pursuant to Article VI.B.2.; provided further, that any
 48 recoupment of costs by a Consenting Party shall be made solely from the production attributable to the Zone in
 49 which the Completion attempt is made. Election by a previous Non-Consenting party to participate in a subsequent
 50 Completion or Recompletion attempt shall require such party to pay its proportionate share of the cost of salvage
 51 materials and equipment installed in the well pursuant to the previous Completion or Recompletion attempt,
 52 insofar and only insofar as such materials and equipment benefit the Zone in which such party participates in a
 53 Completion attempt.

54 2. Rework, Recomplete or Plug Back: No well shall be Reworked, Recompleted or Plugged Back except a well Reworked,
 55 Recompleted, or Plugged Back pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the Reworking,
 56 Recompleting or Plugging Back of a well shall include all necessary expenditures in conducting such operations and
 57 Completing and equipping of said well, including necessary tankage and/or surface facilities.

58 **D. Other Operations:**

59 Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of _____
 60 Seventy-Five Thousand Dollars (\$ 75,000.00) except in connection with the
 61 drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has been previously
 62 authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden
 63 emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion
 64 are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the
 65 emergency to the other parties. If Operator prepares an AFE for its own use, Operator shall furnish any Non-Operator so
 66 requesting an information copy thereof for any single project costing in excess of Fifty Thousand Dollars
 67 (\$ 50,000.00). Any party who has not relinquished its interest in a well shall have the right to propose that
 68 Operator perform repair work or undertake the installation of artificial lift equipment or ancillary production facilities such as
 69 salt water disposal wells or to conduct additional work with respect to a well drilled hereunder or other similar project (but
 70 not including the installation of gathering lines or other transportation or marketing facilities, the installation of which shall
 71 be governed by separate agreement between the parties) reasonably estimated to require an expenditure in excess of the
 72 amount first set forth above in this Article VI.D. (except in connection with an operation required to be proposed under
 73 Articles VI.B.1. or VI.C.1. Option No. 2, which shall be governed exclusively by those Articles). Operator shall deliver such
 74 proposal to all parties entitled to participate therein. If within thirty (30) days thereof Operator secures the written consent

1 of any party or parties owning at least 75.00 % of the interests of the parties entitled to participate in such operation,
2 each party having the right to participate in such project shall be bound by the terms of such proposal and shall be obligated
3 to pay its proportionate share of the costs of the proposed project as if it had consented to such project pursuant to the terms
4 of the proposal. An AFE is an estimate only of costs and in no way shall the execution of an AFE limit the liability of a party.

5 **E. Abandonment of Wells:**

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7 1. Abandonment of Dry Holes: Except for any well drilled, Sidetracked, or Deepened pursuant to Article VI.B.2., any well which has
8 been drilled or Deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be
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1 plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any
 2 party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after
 3 delivery of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the
 4 proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the
 5 cost, risk and expense of the parties who participated in the cost of drilling / or Sidetracking / or Deepening such well. Any party who objects to
 6 plugging and abandoning such well by notice delivered to Operator within forty-eight (48) hours (exclusive of Saturday,
 7 Sunday and legal holidays) after delivery of notice of the proposed plugging shall take over the well as of the end of such
 8 forty-eight (48) hour notice period and conduct further operations in search of Oil and/or Gas subject to the provisions of
 9 Article VI.B.; failure of such party to provide proof reasonably satisfactory to Operator of its financial capability to conduct
 10 such operations or to take over the well within such period or thereafter to conduct operations on such well or plug and
 11 abandon such well shall entitle Operator to retain or take possession of the well and plug and abandon the well. The party
 12 taking over the well shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties against
 13 liability for any further operations conducted on such well except for the costs of plugging and abandoning the well and
 14 restoring the surface, for which the abandoning parties shall remain proportionately liable.

15 **2. Abandonment of Wells That Have Produced:** Except for any well in which a Non-Consent operation has been
 16 conducted hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has
 17 been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to
 18 such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk
 19 and expense of all the parties hereto. Failure of a party to reply within sixty thirty (60 30) days of delivery of notice of proposed
 20 abandonment shall be deemed an election to consent to the proposal. If, within sixty thirty (60 30) days after delivery of notice of the
 21 proposed abandonment of any well, all parties do not agree to the abandonment of such well, those wishing to continue its
 22 operation from the Zone then open to production shall be obligated to take over the well as of the expiration of the
 23 applicable notice period and shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties
 24 with respect to the well, including costs of plugging and abandoning the well and restoring the surface against liability for any further operations / on the well conducted by such parties. Failure of such party or parties to provide
 25 proof reasonably satisfactory to Operator of their financial capability to conduct such operations or to take over the well
 26 within the required period or thereafter to conduct operations on such well shall entitle operator to retain or take possession
 27 of such well and plug and abandon the well.

28 Parties taking over a well as provided herein shall tender to each of the other parties its proportionate share of the value of
 29 the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C," less the estimated cost
 30 of salvaging and the estimated cost of plugging and abandoning and restoring the surface; provided, however, that in the event
 31 the estimated plugging and abandoning and surface restoration costs and the estimated cost of salvaging are higher than the
 32 value of the well's salvable material and equipment, each of the abandoning parties shall tender to the parties continuing
 33 operations their proportionate shares of the estimated excess cost. Each abandoning party shall assign to the non-abandoning
 34 parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and material, all
 35 of its interest in the wellbore of the well and related equipment, together with its interest in the Leasehold insofar and only
 36 insofar as such Leasehold covers the right to obtain production from that wellbore in the Zone then open to production. If the
 37 interest of the abandoning party is or includes and Oil and Gas Interest, such party shall execute and deliver to the non-
 38 abandoning party or parties an oil and gas lease, limited to the wellbore and the Zone then open to production, for a term of
 39 one (1) year and so long thereafter as Oil and/or Gas is produced from the Zone covered thereby, such lease to be on the form
 40 attached as Exhibit "B." The assignments or leases so limited shall encompass the Drilling Unit upon which the well is located.
 41 The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their
 42 respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract
 43 Area of all assignees. There shall be no readjustment of interests in the remaining portions of the Contract Area.

44 Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production
 45 from the well in the Zone then open other than the royalties retained in any lease made under the terms of this Article. Upon
 46 request, Operator shall / continue to operate the assigned well for the account of the non-abandoning parties at the rates and
 47 charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate
 48 ownership of the assigned well. Upon proposed abandonment of the producing Zone assigned or leased, the assignor or lessor
 49 shall then have the option to repurchase its prior interest in the well (using the same valuation formula) and participate in
 50 further operations therein subject to the provisions hereof.

51 **3. Abandonment of Non-Consent Operations:** The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as
 52 between Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided,
 53 however, no well shall be permanently plugged and abandoned unless and until all parties having the right to conduct further
 54 operations therein have been notified of the proposed abandonment and afforded the opportunity to elect to take over the well
 55 in accordance with the provisions of this Article VI.E.; and provided further, that Non-Consenting Parties who own an interest
 56 in a portion of the well shall / pay their proportionate shares of abandonment and surface restoration cost for such well / as
 57 provided in Article VI.B.2.(b).

58 **F. Termination of Operations:**

59 Upon the commencement of an operation for the drilling, Reworking, Sidetracking, Plugging Back, Deepening, testing,
 60 Completion or plugging of a well, including but not limited to the Initial Well, such operation shall not be terminated without
 61 consent of parties bearing _____ 75 _____ % / of the costs of such operation; provided, however, that in the event granite or other
 62 practically impenetrable substance or condition in the hole is encountered which renders further operations impractical,
 63 Operator may discontinue operations and give notice of such condition in the manner provided in Article VI.B.1, and the
 64 provisions of Article VI.B. or VI.E. shall thereafter apply to such operation, as appropriate.

65 **G. Taking Production in Kind:**

66 **Option No. 1: Gas Balancing Agreement Attached**
 67 Each party shall / have the right, but not the obligation to take in kind or separately dispose of its proportionate share of all Oil and Gas produced from the
 68 Contract Area, exclusive of production which may be used in development and producing operations and in preparing and
 69 treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking
 70 in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any
 71 party taking its share of production in kind shall be required to pay for only its proportionate share of such part of
 72 Operator's surface facilities which it uses.

73 Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in
 74 production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment

1 directly from the purchaser thereof for its share of all production.

2 If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate
3 share of the Oil and/or Gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by
4 the party owning it, but not the obligation, to purchase such Oil and/or Gas or sell it to others at any time and from time to
5 time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by
6 Operator upon at least ten (10) days written notice to the owner of said production and shall be subject always to
7 the right of the owner of the production upon at least ten (10) days written notice to Operator to exercise at any
8 time its right to take in kind, or separately dispose of, its share of all Oil and/or Gas not previously delivered to a purchaser.
9 Any purchase or sale by Operator of any other party's share of Oil and/or Gas shall be only for such reasonable periods of time
10 as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a
11 period in excess of one (1) year.

12 Any such sale by Operator shall be in a manner commercially reasonable under the circumstances but Operator
13 shall have no duty to share any existing market or to obtain a price equal to that received under any existing
14 market. The sale or delivery by Operator of a non-taking party's share of Oil and/or Gas under the terms of any existing
15 contract of Operator shall not give the non-taking party any interest in or make the non-taking party a party to said
16 contract. No purchase shall be made by Operator without first giving the non-taking party at least ten (10) days
17 written notice of such intended purchase and the price to be paid or the pricing basis to be used.

18 All parties shall give timely written notice to Operator of their Gas marketing arrangements for the following
19 month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements.
20 Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which
21 records shall be made available to Non-Operators upon reasonable request.

22 In the event one or more parties' separate disposition of its share of the Gas causes split-stream deliveries to separate
23 pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportion-
24 ate share of total Gas sales to be allocated to it, the balancing or accounting between the parties shall be in accordance with
25 any Gas balancing agreement between the parties hereto, whether such an agreement is attached as Exhibit "E" or is a
26 separate agreement. Operator shall give notice to all parties of the first sales of Gas from any well under this agreement.

27 ~~Option No. 2: No Gas Balancing Agreement~~

28 ~~Each party shall take in kind or separately dispose of its proportionate share of all Oil and Gas produced from
29 the Contract Area, exclusive of production which may be used in development and producing operations and in
30 preparing and treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditures
31 incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall
32 be borne by such party. Any party taking its share of production in kind shall be required to pay for only its
33 proportionate share of such part of Operator's surface facilities which it uses.~~

34 ~~Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in
35 production from the Contract Area, and, except as provided in Article VII.B, shall be entitled to receive payment
36 directly from the purchaser thereof for its share of all production.~~

37 ~~If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate
38 share of the Oil and/or Gas produced from the Contract Area, Operator shall have the right, subject to the
39 revocation at will by the party owning it, but not the obligation, to purchase such Oil and/or Gas or sell it to others
40 at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator
41 may be terminated by Operator upon at least ten (10) days written notice to the owner of said production and shall
42 be subject always to the right of the owner of the production upon at least ten (10) days written notice to Operator
43 to exercise its right to take in kind, or separately dispose of, its share of all Oil and/or Gas not previously delivered
44 to a purchaser, provided, however, that the effective date of any such revocation may be deferred at Operator's
45 election for a period not to exceed ninety (90) days if Operator has committed such production to a purchase
46 contract having a term extending beyond such ten (10) day period. Any purchase or sale by Operator of any other
47 party's share of Oil and/or Gas shall be only for such reasonable periods of time as are consistent with the
48 minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1)
49 year.~~

50 ~~Any such sale by Operator shall be in a manner commercially reasonable under the circumstances, but Operator
51 shall have no duty to share any existing market or transportation arrangement or to obtain a price or transportation
52 fee equal to that received under any existing market or transportation arrangement. The sale or delivery by
53 Operator of a non-taking party's share of production under the terms of any existing contract of Operator shall not
54 give the non-taking party any interest in or make the non-taking party a party to said contract. No purchase of Oil
55 and Gas and no sale of Gas shall be made by Operator without first giving the non-taking party ten days written
56 notice of such intended purchase or sale and the price to be paid or the pricing basis to be used. Operator shall give
57 notice to all parties of the first sale of Gas from any well under this Agreement.~~

58 ~~All parties shall give timely written notice to Operator of their Gas marketing arrangements for the following
59 month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements.
60 Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which
61 records shall be made available to Non-Operators upon reasonable request.~~

62 **ARTICLE VII.**

63 **EXPENDITURES AND LIABILITY OF PARTIES**

64 **A. Liability of Parties:**

65 The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations,
66 and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the
67 liens granted among the parties in Article VII.B, are given to secure only the debts of each severally, and no party shall have
68 any liability to third parties hereunder to satisfy the default of any other party in the payment of any expense or obligation
69 hereunder. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other
70 partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-venturers, or
71 principals. In their relations with each other under this agreement, the parties shall not be considered fiduciaries or to have
72 established a confidential relationship but rather shall be free to act on an arm's-length basis in accordance with their own
73 respective self-interest, subject, however, to the obligation of the parties to act in good faith in their dealings with each other
74 with respect to activities hereunder.

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17 with respect to activities hereunder.
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B. Liens and Security Interests:

Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid hereunder, the assignment or relinquishment of interest in Oil and Gas Leases as required hereunder, and the proper performance of operations hereunder. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from gas imbalances or from the sale of Oil and/or Gas at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

To perfect the lien and security agreement provided herein, each party hereto shall execute and acknowledge the recording supplement and/or any financing statement prepared and submitted by any party hereto in conjunction herewith or at any time following execution hereof, and Operator is authorized to file this agreement or the recording supplement executed herewith as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code in the state in which the Contract Area is situated and such other states as Operator shall deem appropriate to perfect the security interest granted hereunder. Any party may file this agreement, the recording supplement executed herewith, or such other documents as it deems necessary as a lien or mortgage in the applicable real estate records and/or a financing statement with the proper officer under the Uniform Commercial Code.

Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by this Article VII.B. as to all obligations attributable to such interest hereunder whether or not such obligations arise before or after such interest is acquired.

To the extent that parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interests or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest as provided in "Exhibit C," has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

If any party fails to pay its share of cost within one hundred twenty (120) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in Article VII.B., and each paying party may independently pursue any remedy available hereunder or otherwise.

If any party does not perform all of its obligations hereunder, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshaling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

Each party agrees that the other parties shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due hereunder for services performed or materials supplied by Operator.

C. Advances:

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

D. Defaults and Remedies:

If any party fails to discharge any financial obligation under this agreement, including without limitation the failure to make any advance under the preceding Article VII.C. or any other provision of this agreement, within the period required for such payment hereunder, then in addition to the remedies provided in Article VII.B. or elsewhere in this agreement, the remedies specified below shall be applicable. For purposes of this Article VIII.D., all notices and elections shall be delivered

1 only by Operator, except that Operator shall deliver any such notice and election requested by a non-defaulting Non-Operator,
 2 and when Operator is the party in default, the applicable notices and elections can be delivered by any Non-Operator.
 3 Election of any one or more of the following remedies shall not preclude the subsequent use of any other remedy specified
 4 below or otherwise available to a non-defaulting party.

5 1. Suspension of Rights: Any party may deliver to the party in default a Notice of Default, which shall specify the default,
 6 specify the action to be taken to cure the default, and specify that failure to take such action will result in the exercise of one
 7 or more of the remedies provided in this Article. If the default is not cured within thirty (30) days of the delivery of such
 8 Notice of Default, all of the rights of the defaulting party granted by this agreement may upon notice be suspended until the
 9 default is cured, without prejudice to the right of the non-defaulting party or parties to continue to enforce the obligations of
 10 the defaulting party previously accrued or thereafter accruing under this agreement. If Operator is the party in default, the
 11 Non-Operators shall have in addition the right, by vote of Non-Operators owning a majority in interest in the Contract Area
 12 after excluding the voting interest of Operator, to appoint a new Operator effective immediately. The rights of a defaulting
 13 party that may be suspended hereunder at the election of the non-defaulting parties shall include, without limitation, the right
 14 to receive information as to any operation conducted hereunder during the period of such default, the right to elect to
 15 participate in an operation proposed under Article VI.B. of this agreement, the right to participate in an operation being
 16 conducted under this agreement even if the party has previously elected to participate in such operation, and the right to
 17 receive proceeds of production from any well subject to this agreement.

18 2. Suit for Damages: Non-defaulting parties or Operator for the benefit of non-defaulting parties may sue (at joint
 19 account expense) to collect the amounts in default, plus interest accruing on the amounts recovered from the date of default
 20 until the date of collection at the rate specified in Exhibit "C" attached hereto. Nothing herein shall prevent any party from
 21 suing any defaulting party to collect consequential damages accruing to such party as a result of the default.

22 3. Deemed Non-Consent: The non-defaulting party may deliver a written Notice of Non-Consent Election to the
 23 defaulting party at any time after the expiration of the thirty-day cure period following delivery of the Notice of Default, in
 24 which event if the billing is for the drilling of a new well or the Plugging Back, Sidetracking, Reworking or Deepening of a
 25 well which is to be or has been plugged as a dry hole, or for the Completion or Recompletion of any well, the defaulting
 26 party will be conclusively deemed to have elected not to participate in the operation and to be a Non-Consenting Party with
 27 respect thereto under Article VI.B. or VI.C., as the case may be, to the extent of the costs unpaid by such party,
 28 notwithstanding any election to participate theretofore made. If election is made to proceed under this provision, then the
 29 non-defaulting parties may not elect to sue for the unpaid amount pursuant to Article VII.D.2.

30 Until the delivery of such Notice of Non-Consent Election to the defaulting party, such party shall have the right to cure
 31 its default by paying its unpaid share of costs plus interest at the rate set forth in Exhibit "C," provided, however, such
 32 payment shall not prejudice the rights of the non-defaulting parties to pursue remedies for damages incurred by the non-
 33 defaulting parties as a result of the default. Any interest relinquished pursuant to this Article VII.D.3. shall be offered to the
 34 non-defaulting parties in proportion to their interests, and the non-defaulting parties electing to participate in the ownership
 35 of such interest shall be required to contribute their shares of the defaulted amount upon their election to participate therein.

36 4. Advance Payment: If a default is not cured within thirty (30) days of the delivery of a Notice of Default, Operator, or
 37 Non-Operators if Operator is the defaulting party, may thereafter require advance payment from the defaulting
 38 party of such defaulting party's anticipated share of any item of expense for which Operator, or Non-Operators, as the case may
 39 be, would be entitled to reimbursement under any provision of this agreement, whether or not such expense was the subject of
 40 the previous default. Such right includes, but is not limited to, the right to require advance payment for the estimated costs of
 41 drilling a well or Completion of a well as to which an election to participate in drilling or Completion has been made. If the
 42 defaulting party fails to pay the required advance payment, the non-defaulting parties may pursue any of the remedies provided
 43 in the Article VII.D. or any other default remedy provided elsewhere in this agreement. Any excess of funds advanced remaining
 44 when the operation is completed and all costs have been paid shall be promptly returned to the advancing party.

45 5. Costs and Attorneys' Fees: In the event any party is required to bring legal proceedings to enforce any financial
 46 obligation of a party hereunder, the prevailing party in such action shall be entitled to recover all court costs, costs of
 47 collection, and a reasonable attorney's fee, which the lien provided for herein shall also secure.

48 **E. Rentals, Shut-in Well Payments and Minimum Royalties:**

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

56 Operator shall notify Non-Operators of the anticipated completion of a shut-in well, or the shutting in or return to
 57 production of a producing well, at least five (5) days (excluding including Saturday, Sunday, and legal holidays) prior to taking such
 58 action, or at the earliest opportunity permitted by circumstances, but assumes no liability for failure to do so. In the event of
 59 failure by Operator to so notify Non-Operators, the loss of any lease contributed hereto by Non-Operators for failure to make
 60 timely payments of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article
 61 IV.B.3.

62 **F. Taxes:**

63 Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all
 64 property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed
 65 thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as
 66 to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on Leases and Oil and
 67 Gas Interests contributed by such Non-Operator. If the assessed valuation of any Lease is reduced by reason of its being
 68 subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes
 69 resulting therefrom shall inure to the benefit of the owner or owners of such Lease, and Operator shall adjust the charge to
 70 such owner or owners so as to reflect the benefit of such reduction. If the ad valorem taxes are based in whole or in part
 71 upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to
 72 the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's
 73 working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner
 74 provided in Exhibit "C."

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

7 Each party shall pay, or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or with respect
8 to the production or handling of such party's share of Oil and Gas produced under the terms of this agreement.

9 ARTICLE VIII.

10 ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

11 A. Surrender of Leases:

12 The Leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole
13 or in part unless all parties consent thereto.

14 However, should any party desire to surrender its interest in any Lease or in any portion thereof, such party shall give written
15 notice of the proposed surrender to all parties, and the parties to whom such notice is delivered shall have thirty (30) days after
16 delivery of the notice within which to notify the party proposing the surrender whether they elect to consent thereto. Failure of a
17 party to whom such notice is delivered to reply within said 30-day period shall constitute a consent to the surrender of the Leases
18 described in the notice. If all parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or
19 implied warranty of title, all of its interest in such Lease, or portion thereof, and any well, material and equipment which may be
20 located thereon and any rights in production thereafter secured, to the parties not consenting to such surrender. If the interest of the
21 assigning party is or includes an Oil and Gas Interest, the assigning party shall execute and deliver to the party or parties not
22 consenting to such surrender an oil and gas lease covering such Oil and Gas Interest for a term of one (1) year and so long
23 thereafter as Oil and/or Gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B."
24 Upon such assignment or lease, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore
25 accrued, with respect to the interest assigned or leased and the operation of any well attributable thereto, and the assigning party
26 shall have no further interest in the assigned or leased premises and its equipment and production other than the royalties retained
27 in any lease made under the terms of this Article. The party assignee or lessee shall pay to the party assignor or lessor the
28 reasonable salvage value of the latter's interest in any well's salvable materials and equipment attributable to the assigned or leased
29 acreage. The value of all salvable materials and equipment shall be determined in accordance with the provisions of Exhibit "C," less
30 the estimated cost of salvaging and the estimated cost of plugging and abandoning and restoring the surface. If such value is less
31 than such costs, then the party assignor or lessor shall pay to the party assignee or lessee the amount of such deficit. If the
32 assignment or lease is in favor of more than one party, the interest shall be shared by such parties in the proportions that the
33 interest of each bears to the total interest of all such parties. If the interest of the parties to whom the assignment is to be made
34 varies according to depth, then the interest assigned shall similarly reflect such variances.

35 Any assignment, lease or surrender made under this provision shall not reduce or change the assignor's, lessor's or surrendering
36 party's interest as it was immediately before the assignment, lease or surrender in the balance of the Contract Area; and the acreage
37 assigned, leased or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this
38 agreement but shall be deemed subject to an Operating Agreement in the form of this agreement.

39 B. Renewal or Extension of Leases:

40 If any party secures a renewal or replacement of an Oil and Gas Lease or Interest subject to this agreement, then all other parties
41 shall be notified promptly upon such acquisition or, in the case of a replacement Lease taken before expiration of an existing Lease,
42 promptly upon expiration of the existing Lease. The parties notified shall have the right for a period of thirty (30) days following
43 delivery of such notice in which to elect to participate in the ownership of the renewal or replacement Lease, insofar as such Lease
44 affects lands within the Contract Area, by paying to the party who acquired it their proportionate shares of the acquisition cost
45 allocated to that part of such Lease within the Contract Area, which shall be in proportion to the interest held at that time by the
46 parties in the Contract Area. Each party who participates in the purchase of a renewal or replacement Lease shall be given an
47 assignment of its proportionate interest therein by the acquiring party.

48 If some, but less than all, of the parties elect to participate in the purchase of a renewal or replacement Lease, it shall be owned
49 by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in
50 the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the
51 purchase of such renewal or replacement Lease. The acquisition of a renewal or replacement Lease by any or all of the parties hereto
52 shall not cause a readjustment of the interests of the parties stated in Exhibit "A," but any renewal or replacement Lease in which
53 less than all parties elect to participate shall not be subject to this agreement but shall be deemed subject to a separate Operating
54 Agreement in the form of this agreement.

55 If the interests of the parties in the Contract Area vary according to depth, then their right to participate proportionately in
56 renewal or replacement Leases and their right to receive an assignment of interest shall also reflect such depth variances.

57 The provisions of this Article shall apply to renewal or replacement Leases whether they are for the entire interest covered by
58 the expiring Lease or cover only a portion of its area or an interest therein. Any renewal or replacement Lease taken before the
59 expiration of its predecessor Lease, or taken or contracted for or becoming effective within six (6) months after the expiration of the
60 existing Lease, shall be subject to this provision so long as this agreement is in effect at the time of such acquisition or at the time
61 the renewal or replacement Lease becomes effective; but any Lease taken or contracted for more than six (6) months after the
62 expiration of an existing Lease shall not be deemed a renewal or replacement Lease and shall not be subject to the provisions of this
63 agreement.

64 The provisions in this Article shall also be applicable to extensions of Oil and Gas Leases.

65 C. Acreage or Cash Contributions:

66 While this agreement is in force, if any party contracts for a contribution of cash towards the drilling of a well or any other
67 operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall
68 be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom
69 the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the
70 proportions said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the
71 extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any
72 acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above
73 provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of well drilled
74 inside Contract Area.

1 If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder,
2 such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

3 **D. Assignment; Maintenance of Uniform Interest:**

4 For the purpose of maintaining uniformity of ownership in the Contract Area in the Oil and Gas Leases, Oil and Gas
5 Interests, wells, equipment and production covered by this agreement no party shall sell, encumber, transfer or make other
6 disposition of its interest in the Oil and Gas Leases and Oil and Gas Interests embraced within the Contract Area or in wells,
7 equipment and production unless such disposition covers either:

- 8 1. the entire interest of the party in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production; or
- 9 2. an equal undivided percent of the party's present interest in all Oil and Gas Leases, Oil and Gas Interests, wells,
10 equipment and production in the Contract Area.

11 Every sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement
12 and shall be made without prejudice to the right of the other parties, and any transferee of an ownership interest in any Oil and
13 Gas Lease or Interest shall be deemed a party to this agreement as to the interest conveyed from and after the effective date of
14 the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale,
15 encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the
16 instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other
17 disposition of interest by a party shall relieve such party of obligations previously incurred by such party hereunder with respect
18 to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation
19 conducted hereunder in which such party has agreed to participate prior to making such assignment, and the lien and security
20 interest granted by Article VII.B. shall continue to burden the interest transferred to secure payment of any such obligations.

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

28 **E. Waiver of Rights to Partition:**

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

32 **F. Preferential Right to Purchase:**

33 (Optional. Check if applicable.)

34 ~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract
35 Area, it shall promptly give written notice to the other parties, with full information concerning its proposed disposition, which
36 shall include the name and address of the prospective transferee (who must be ready, willing and able to purchase), the purchase
37 price, a legal description sufficient to identify the property, and all other terms of the offer. The other parties shall then have an
38 optional prior right for a period of ten (10) days after the notice is delivered, to purchase for the stated consideration on the
39 same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the
40 purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all
41 purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage
42 its interests, or to transfer title to its interests to its mortgagee in lieu of or pursuant to foreclosure of a mortgage of its interests,
43 or to dispose of its interests by merger, reorganization, consolidation, or by sale of all or substantially all of its Oil and Gas assets
44 to any party, or by transfer of its interests to a subsidiary or parent company or to a subsidiary of a parent company, or to any
45 company in which such party owns a majority of the stock.~~

46 **ARTICLE IX.**

47 **INTERNAL REVENUE CODE ELECTION**

48 If, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, and if the
49 parties have not otherwise agreed to form a tax partnership pursuant to Exhibit "G" or other agreement between them, each
50 party thereby affected elects to be excluded from the application of all of the provisions of Subchapter "K," Chapter I, Subtitle
51 "A," of the Internal Revenue Code of 1986, as amended ("Code"), as permitted and authorized by Section 761 of the Code and
52 the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected
53 such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal
54 Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by
55 Treasury Regulation §1.761. Should there be any requirement that each party hereby affected give further evidence of this
56 election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal
57 Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action
58 inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract
59 Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K," Chapter
60 I, Subtitle "A," of the Code, under which an election similar to that provided by Section 761 of the Code is permitted, each party
61 hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each
62 such party states that the income derived by such party from operations hereunder can be adequately determined without the
63 computation of partnership taxable income.

64 **ARTICLE X.**

65 **CLAIMS AND LAWSUITS**

66 Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure
67 does not exceed Seventy-Five Thousand Dollars (\$ 75,000.00) and if the payment is in complete settlement
68 of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over
69 the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling settling,
70 or otherwise discharging such claim or suit shall be a joint expense of the parties participating in the operation from which the
71 claim or suit arises. If a claim is made against any party or if any party is sued on account of any matter arising from operations
72 hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall
73 immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.
74

ARTICLE XI.

FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to indemnify or make money payments or furnish security, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure," as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension; provided, however, that "force majeure" shall not include (i) lack of financing or funds, and (ii) to the extent relating primarily to a party's or any of its affiliates' employees, strikes, work stoppages, or after-labor difficulty.

The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

ARTICLE XII.

NOTICES

All notices authorized or required between the parties by any of the provisions of this agreement, unless otherwise specifically provided, shall be in writing and delivered in person or by United States mail, courier service, telegram, telex, telecopier or any other form of facsimile, postage or charges prepaid, and addressed to such parties at the addresses listed on Exhibit "A." All telephone or oral notices ^{given in person} permitted by this agreement shall be confirmed immediately thereafter by written notice. The originating notice given under any provision hereof shall be deemed delivered only when received by the party to whom such notice is directed, and the time for such party to deliver any notice in response thereto shall run from the date the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder shall be actual delivery of the notice to the address of the party to be notified specified in accordance with this agreement, or to the telecopy, facsimile or telex machine of such party. The second or any responsive notice shall be deemed delivered when deposited in the United States mail or at the office of the courier or telegraph service, or upon transmittal by telex, telecopy or facsimile, or when personally delivered to the party to be notified, provided, however, that when response is required within 24 or 48 hours, such response shall be given orally, ^{given in person} or by telephone, telex, telecopy or other facsimile within such period. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties. If a party is not available to receive notice orally or by telephone when a party attempts to deliver a notice required to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method specified herein and shall be deemed delivered in the same manner provided above for any responsive notice.

ARTICLE XIII.

TERM OF AGREEMENT

Unless terminated by mutual consent of the parties hereto, this agreement shall remain in full force and effect as to the Oil and Gas Leases and/or Oil and Gas Interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any Lease or Oil and Gas Interest contributed by any other party beyond the term of this agreement.

~~Option No. 1: So long as any of the Oil and Gas Leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise.~~

Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in the Completion of a well as a well capable of production of Oil and/or Gas in paying quantities, this agreement shall continue in force so long as any such well is capable of production, and for an additional period of ~~120~~ 180 days thereafter; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling, Reworking, Deepening, Sidetracking, Plugging Back, testing or attempting to Complete or Re-complete a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is capable of producing Oil and/or Gas from the Contract Area, this agreement shall terminate unless drilling, Deepening, Sidetracking, Completing, Re-completing, Plugging Back or Reworking operations are commenced within 120 days from the date of abandonment of said well. "Abandonment" for such purposes shall mean either (i) a decision by all parties not to conduct any further operations on the well or (ii) the elapse of 180 days from the conduct of any operations on the well, whichever first occurs.

The termination of this agreement shall not relieve any party hereto from any expense, liability or other obligation or any remedy therefor which has accrued or attached prior to the date of such termination.

Upon termination of this agreement and the satisfaction of all obligations hereunder, in the event a memorandum of this Operating Agreement has been filed of record, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon request of Operator, if Operator has satisfied all its financial obligations.

ARTICLE XIV.

COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the applicable laws of the state in which the Contract Area is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations and orders.

B. Governing Law:

This agreement and all matters pertaining hereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. ~~If the Contract Area is in two or more states, the law of the state of _____ shall govern.~~

1 C. Regulatory Agencies:
2 Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any
3 rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or
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1 orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or
 2 production of wells, on tracts offsetting or adjacent to the Contract Area.
 3 With respect to the operations hereunder, Non-Operators agree to release Operator from any and all losses, damages,
 4 injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation
 5 or application of rules, rulings, regulations or orders of the Department of Energy or Federal Energy Regulatory Commission
 6 or predecessor or successor agencies to the extent such interpretation or application was made in good faith and does not
 7 constitute gross negligence. Each Non-Operator further agrees to reimburse Operator for such Non-Operator's share of
 8 production or any refund, fine, levy or other governmental sanction that Operator may be required to pay as a result of such
 9 an incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of such
 10 incorrect interpretation or application.

11 **ARTICLE XV.**
 12 **MISCELLANEOUS**

13 **A. Execution:**

14 This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been
 15 executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of
 16 the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which
 17 own, in fact, an interest in the Contract Area. Operator may, however, by written notice to all Non-Operators who have
 18 become bound by this agreement as aforesaid, given at any time prior to the actual spud date of the Initial Well but in no
 19 event later than five days prior to the date specified in Article VI.A. for commencement of the Initial Well, terminate this
 20 agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of
 21 drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease
 22 as of such termination. In the event any Non-Operator has advanced or prepaid any share of drilling or other costs
 23 hereunder, all sums so advanced shall be returned to such Non-Operator without interest. In the event Operator proceeds
 24 with drilling operations for the Initial Well without the execution hereof by all persons listed on Exhibit "A" as having a
 25 current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred for the
 26 Initial Well which would have been charged to such person under this agreement if such person had executed the same and
 27 Operator shall receive all revenues which would have been received by such person under this agreement if such person had
 28 executed the same.

29 **B. Successors and Assigns:**

30 This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs,
 31 devisees, legal representatives, successors and assigns, and the terms hereof shall be deemed to run with the Leases or
 32 Interests included within the Contract Area.

33 **C. Counterparts:**

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

36 **D. Severability:**

37 For the purposes of assuming or rejecting this agreement as an executory contract pursuant to federal bankruptcy laws,
 38 this agreement shall not be severable, but rather must be assumed or rejected in its entirety, and the failure of any party to
 39 this agreement to comply with all of its financial obligations provided herein shall be a material default.

40 **ARTICLE XVI.**
 41 **OTHER PROVISIONS**

42
 43 **A. Priority of Proposals and Operations - Horizontal Wells.** Notwithstanding anything in this
 44 agreement to the contrary, it is agreed that where a Horizontal Well subject to this agreement has been
 45 drilled to the objective Zone and the Consenting Parties cannot agree upon the sequence and timing of
 46 further operations regarding such Horizontal Well, the following elections shall control in the order of
 47 priority set forth below:

- 49 1st An election to do additional logging, coring or testing;
- 50
- 51 2nd An election to attempt to Complete drilling operations of all proposed Laterals;
- 52
- 53 3rd An election to extend or Deepen a Lateral;
- 54
- 55 4th An election to kick out and drill an additional Lateral in the same Zone;
- 56
- 57 5th An election to Plug Back the well to a Zone in which a Lateral was drilled; if there is
 58 more than one proposal to Plug Back, the proposal to Plug Back to the next deepest
 59 prospective Zone shall have priority over a proposal to Plug Back to a shallower
 60 prospective Zone;
- 61
- 62 6th An election to Sidetrack; and
- 63
- 64 7th An election to plug and abandon said well as provided for in Article VI.E.

65 It is provided, however, that if at the time the Consenting Parties are considering any of the
 66 above elections, the hole is in such a condition that a reasonably prudent operator would not conduct the
 67 operations contemplated by the particular election involved for fear of placing the hole in jeopardy or
 68 losing the hole prior to Completing the Horizontal Well in the objective Zone, such election shall be
 69 eliminated from the priorities set forth above.
 70

71 **B. Priority of Proposals and Operations - Vertical Wells.** The provisions of this Article XVI.B. shall
 72 only apply in the case of Vertical Wells. When the participating parties cannot agree on the sequence of
 73 further operations in any well operated under this agreement as a result of conflicting or competing
 74

1 proposals made in accordance with Article VI, the proposals shall be considered and the prevailing
2 proposal determined in the following priority:

- 3 1st additional logging, coring or testing;
- 4 2nd completion attempt at the objective Zone;
- 5 3rd plugging back and completion attempts at shallower depths, in order from the
6 deepest to the shallowest depths;
- 7 4th deepening, in order from the shallowest to the deepest depths;
- 8 5th sidetracking; and/or
- 9 6th plugging and abandonment.

10 If at any time when proposals of any of the above operations are being considered, the hole or
11 equipment is in such a condition that Operator recommends not to conduct one or more particular
12 operations because they might put the hole, equipment and/or objective formation in jeopardy or result
13 in the loss of either of them, such proposals shall be eliminated from the above order of priority. With
14 regard to proposals for additional logging, coring or testing, if any, but not all, of the parties entitled to
15 make elections to the proposals elect to pay the costs thereof, they may do so, and the only penalty to any
16 party that elects not to pay such costs is that it shall not be entitled to the corresponding logs, cores or
17 results of tests or any analyses of them without the consent of all parties who participated in the
18 additional logging, coring or testing.

19 **C. Commencement of Operations.** For the purposes of Articles VI.B.1 and VI.B.2, Operator may
20 commence activities preliminary to actual drilling operations including, without limitation, building
21 location, roads and pits, delivering materials and equipment to the well site, rigging up a drilling rig,
22 and/or actual drilling operations, at any time either before or after giving the notice of proposed
23 operations required by said Articles. Notwithstanding the foregoing, the parties receiving notice of
24 proposed operations pursuant to Articles VI.B.1 and VI.B.2 shall have the full time allowed in which to
25 make their election(s) and shall be subject to the non-consent provisions thereof to the same extent and in
26 the same manner as provided in Article VI.B without reference to the time that such activities were
27 commenced relative to giving notice.

28 **D. Amendment of Operating Agreement.** Except as provided in Article XVII.D, this agreement may be
29 amended only by a written document that is specific in stating that it is an amendatory document to this
30 agreement and is executed by authorized representatives of each party hereto. All replacement pages to
31 this agreement which result from actions authorized under Article XVII.D, or an amendment as provided
32 herein, will be clearly marked as replacement pages and set forth the date of such amendment or
33 replacement.

34 **E. Separate Measurement Facilities.** If any party hereto creates the necessity of separate measurement
35 facilities by reason of assignments or other mortgages or conveyances within the Contract Area, such
36 party shall alone bear the entire costs of purchasing, installing, and operating such separate
37 measurement facility, which facility may be constructed and operated by Operator, at Operator's
38 election, for the account of said party and shall be subject to all other provisions of this Operating
39 Agreement including, without limitation, those provisions relating to advances for costs and offsets for
40 unpaid expenses.

41 **F. Bankruptcy.** If, following the granting of relief under the Bankruptcy Code to any party hereto as
42 debtor thereunder, this agreement should be held to be an executory contract within the meaning of 11
43 U.S.C. Section 365, then the Operator or, if the Operator is the debtor in bankruptcy, the other parties,
44 shall be entitled to a determination by the debtor or any trustee of the debtor within thirty (30) days from
45 the date an order for relief is entered under the Bankruptcy Code, as to the rejection or assumption of
46 this agreement. In the event of an assumption, Operator or the other parties shall be entitled to adequate
47 assurances as to future performance of debtor's obligations hereunder and the protection of the interests
48 of all other parties.

49 **G. Security.** The lien and security interest granted by each Non-Operator to Operator, and by
50 Operator to the Non-Operators, under Article VII.B shall extend not only to such party's oil and gas
51 rights in the Contract Area (which for greater certainty shall include all of each party's leasehold interest
52 and leasehold estate in the Contract Area), the oil and/or gas when extracted, and equipment (as
53 mentioned in said Article), but also to all accounts, contract rights, inventory, and general intangibles
54 constituting a part of, relating to, or arising out of said oil and gas rights, extracted oil and gas, and said
55 equipment or which are otherwise owned or held by any such party in the Contract Area. Further, the
56 lien and security interest of each of said parties shall extend to all proceeds and products of all of the
57 property and collateral described in this paragraph and in Article VII.B as being subject to said lien and
58 security interest.

1 H. Interpretation. This agreement shall never be construed for or against any party on the basis of
 2 which party drafted this agreement or any particular provision herein, or which party supplied the form
 3 of Operating Agreement. Each party agrees that this agreement has been purposefully drawn and
 4 correctly reflects its understanding of the transaction that it contemplates.

6 I. Indemnity. In the performance of duties on the Contract Area, the Operator shall act as a
 7 reasonable prudent Operator in a good and workmanlike manner with due diligence and dispatch in
 8 accordance with good oilfield practice and in accordance with applicable law and regulation.
 9

11 J. Well Access. In connection with the drilling of any wells under this agreement, each Non-Operator,
 12 its employees and representatives, shall have the right at all reasonable times, at its own risk and expense,
 13 to full and complete access to the derrick floor, well location and Contract Area; PROVIDED THAT:
 14 EACH NON-OPERATOR SHALL INDEMNIFY, DEFEND AND HOLD OPERATOR HARMLESS
 15 FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OF ANY NATURE OR KIND
 16 WHATSOEVER IN ANY WAY RESULTING FROM NON-OPERATOR'S ENTRY UPON,
 17 PRESENCE ON OR ACTIVITIES OF ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES
 18 WHILE ON THE CONTRACT AREA, INCLUDING, WITHOUT LIMITING THE GENERALITY OF
 19 THE FOREGOING, BODILY INJURY OR DEATH AT ANY TIME RESULTING THEREFROM AND
 20 DAMAGE TO PROPERTY SUSTAINED BY THE NON-OPERATOR AND ITS RESPECTIVE
 21 EMPLOYEES AND REPRESENTATIVES, EVEN IF SUCH LOSS OR DAMAGE RESULTS FROM
 22 OPERATOR'S NEGLIGENCE.
 23

25 K. Covenants Running with Land/ Effect of Transfer. The terms, covenants, and conditions of this
 26 agreement shall be covenants running with the lands covered hereby and leasehold estates therein and
 27 with each transfer or assignment of said lands or leasehold estates. Any assignment, conveyance or other
 28 transfer of an Oil and Gas Lease or Oil and Gas Interest that is subject to this agreement shall relieve the
 29 transferor from liability for the cost and expense of operations attributable to the transferred interest
 30 which are conducted after the effective date thereof; provided that, the transferor shall remain liable for
 31 and shall cause to be paid its proportionate part of the cost and expense of all operations for which it was
 32 obligated to pay and were commenced prior to the actual transfer, except costs and expenses arising out
 33 of or directly related to a specific operation in which the transferor elected (or was deemed to have
 34 elected) not to participate pursuant to Article VI. From and after the effective date of the said
 35 assignment, conveyance or other transfer, the transferee shall be deemed to be a party to this agreement,
 36 subject to the performance of all obligations attributable to the transferred interest for all periods from
 37 and after the effective date of transfer. The assumption of liability by a transferee, pursuant to the
 38 foregoing, shall operate to terminate prospective liability of the transferring party for all periods
 39 subsequent to the later of the actual date of transfer or the effective date of transfer, but shall in no event
 40 limit, diminish, or affect the direct and continuing liability of the transferring party under this agreement
 41 and applicable law for all periods prior to such date.
 42
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44 L. Relationship of Parties. Except as it relates to handling of funds as specified in Article V.D.4, the
 45 parties shall not be considered fiduciaries or to have established a confidential relationship but rather the
 46 parties shall be free to act on an arms-length basis in accordance with their own respective self-interests.
 47

48 M. Severability. In the event any provision contained herein should be deemed inconsistent with or
 49 contrary to any Federal, State, or Municipal law, rule or regulation, said provision shall be deemed to be
 50 modified to the extent required to comply with said law, rule or regulation and as so modified said
 51 provision in this Agreement shall continue in full force and effect without affecting the enforceability of
 52 the remaining provisions, duties, and liabilities set forth herein.
 53

54 N. Superseding Language: This Operating Agreement shall replace and supersede all Operating
 55 Agreements now in effect between all or any portion of the parties hereto covering the Contract Area.
 56

57 O. Conflicts: In the event of a conflict between any provision of this Article XVI and other provisions
 58 of this agreement, this Article XVI shall control and prevail.
 59

60 P. Health, Environment and Safety (HES)

- 61
 62 1.1 The Parties agree that, notwithstanding anything contained in this agreement to the
 63 contrary, Chevron has the right to, with respect to any operations conducted on the
 64 Contract Area:
 65 (A) Access drilling, completion and production sites for periodic inspection; and
 66 (B) Call working interest owner meetings.
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A.A.P.L. FORM 610 - MODEL FORM-OPERATING AGREEMENT-1989

1 | IN WITNESS WHEREOF, this agreement shall be effective as of the 17th day of January,

2 | 2014

3 | _____, who has prepared and circulated this form for execution, represents and warrants
4 | that the form was printed from and, with the exception(s) listed below, is identical to the A.A.P.L. Form 610-1989 Model Form
5 | Operating Agreement, as published in computerized form by Forms On A Disk, Inc. No changes, alterations, or
6 | modifications, other than those made by ~~strike through~~ and/or ~~insertion~~ and that are clearly recognizable as changes in
7 | Articles _____, have been made to the form.

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ATTEST OR WITNESS:

OPERATOR
COG OPERATING LLC

By _____

Mona D. Ables
Type or print name

Title Vice President of Land

Date _____

Tax ID or S.S. No. _____

NON-OPERATORS

MARATHON OIL COMPANY

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

EXXONMOBIL

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

FELIX A. FISHMAN AND HENRY SCHNEIDER,
UNDER A TRUST INDENTURE BY LUCY G.
MOSES, DATED 12/24/1958

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

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HARVARD PETROLEUM CORPORATION

By

Type or print name

Title

Date

Tax ID or S.S. No.

J. PHELPS WHITE, IV

By

Type or print name

Title

Date

Tax ID or S.S. No.

COMPOUND PROPERTIES, LLC

By

Type or print name

Title

Date

Tax ID or S.S. No.

CHEVRON U.S.A. INC.

By

Type or print name

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Tax ID or S.S. No.

LYNX PETROLEUM CONSULTANTS

By

Type or print name

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PROSPECTOR LLC

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

BRIGHT HAWK / BURKARD VENTURE

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

FEATHERSTONE
DEVELOPMENT CORPORATION

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

W.A. STOCKARD ESTATE

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

JAMES I. RIDDLE ESTATE

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

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AYCO ENERGY, LLC

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

BIG THREE ENERGY GROUP LLC

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

BIG "6" DRILLING COMPANY

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

CHESTER B. BENGE, JR.

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

W.H. SMITH ESTATE

By _____

Type or print name

Title _____

Date _____

Tax ID or S.S. No. _____

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MICHAEL STONE

By

Type or print name

Title

Date

Tax ID or S.S. No.

JACK BURNETT

By

Type or print name

Title

Date

Tax ID or S.S. No.

MARGUERITE B. GRIFFITH

By

Type or print name

Title

Date

Tax ID or S.S. No.

1 ACKNOWLEDGMENTS

2 Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts.

3 The validity and effect of these forms in any state will depend upon the statutes of that state.

4

5 Individual acknowledgment:

6 State of _____)

) ss.

7 County of _____)

8

This instrument was acknowledged before me on

9 _____ by _____

10

11 | (Seal, if any) _____

12 | Title (and Rank) _____

13 | My commission expires: _____

14

15 Acknowledgment in representative capacity:

16 State of _____)

) ss.

17 County of _____)

18

This instrument was acknowledged before me on

19 _____ by _____ ss

20 | _____ of _____

21 | (Seal, if any) _____

22 | Title (and Rank) _____

23 | My commission expires: _____

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EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated January 17, 2014, between COG Operating LLC, as Operator, and Marathon Oil Company, LP, et al, as Non-Operators, covering lands in Lea County, New Mexico.

1. Description of lands subject to this Agreement:

T-19-S, R-35-E, NMPM, Lea County, New Mexico:
Section 6: E/2 SE/4
Section 7: E/2 E/2
240 acres, more or less

2. Restrictions, if any, as to depths, formations or substances:

Limited to depths below 10,330 feet

3. Parties to this Agreement and percentages or fractional interests of each, with contact information for notice purposes:

WORKING INTEREST OWNERSHIP

<u>Working Interest Owners</u>	<u>Working Interest</u>
COG Operating LLC 600 W. Illinois Avenue Midland, Texas 79701 Attn: Caleb Hopson Phone: (432) 686-3049 Fax: (432) 221-0856 Email: chopson@concho.com	47.708334% (*), (**)
Big "6" Drilling Company 7500 San Felipe, Suite 250 Houston, Texas 77063	0.390625%
Featherstone Development Corporation P. O. Box 429 Roswell, New Mexico 88202	1.083333%
Prospector LLC P.O. Box 429 Roswell, New Mexico 88202	1.583333%
Big Three Energy Group LLC P.O. Box 429 Roswell, New Mexico 88202	0.666667%
Chevron U.S.A. Inc. Attention: Land Department P. O. Box 4538 Houston, Texas 77210	2.489913%
Harvard Petroleum Corporation 200 E. 2 nd Street Roswell, New Mexico 88201-6212	3.555165%
Marathon Oil Company 5555 San Felipe Rd. Houston, Texas 77056	13.944403% (*)
Compound Properties, LLC P. O. Box 2990 Ruidoso, New Mexico 88355-2990	2.505260% (**)

Exhibit "A", continued

J. Phelps White, IV P. O. Box 1433 Roswell, New Mexico 88202	2.505260 (**)
Chester B. Bengé, Jr. 7500 San Felipe St., Suite 250 Houston, Texas 77063	0.375755%
Marguerite B. Griffith 5416 Sugar Hill Drive Houston, Texas 77063	0.000830%
Michael Stone 7500 San Felipe, Suite 250 Houston, Texas 77063	0.012208%
Jack Burnett [983 Cash Road, Kountze, TX 77625] [7500 San Felipe, Suite 250, Houston, TX 77063]	0.001831%
W.A. Stockard Estate [2008 Kirby Dr., Suite 510, Houston, TX 77019] [2001 Kirby Dr., Suite 605, Houston, TX 77019]	1.041667%
W.H. Smith Estate c/o Rowena Reynolds 1311 N. Rusk Wharton, Texas 77488	0.260417%
Lynx Petroleum Consultants P. O. Box 1708 Hobbs, New Mexico 88241	2.083333%
Felix A. Fishman and Henry Schneider, Under a Trust Indenture by Lucy G. Moses, Dated 12/24/1958 c/o Deutsche Bank Tr Co P. O. Box 1297 New York, New York 10008-1297	8.333333%
Bright Hawk/Burkard Venture P. O. Box 79790 Houston, Texas 77279	1.145833%
AYCO Energy, LLC 2909 Hillcroft Ave, Suite 103 Houston, Texas 77057	0.937500%
James I. Riddle Estate [c/o Jane A. Lancaster, 901 Main St., Suite 6000, Dallas, Texas 75202] [8920 Chatsworth, Houston, Texas 77024] [4246 Goodfellow, Dallas, Texas 75229]	1.041667%
ExxonMobil P. O. Box 2024 Houston, Texas 77252-2024	8.333333%

(*) Subject to that certain Term Assignment referenced in Book 1777, Page 618, of the public records of Lea County, New Mexico.

(**) Subject to that certain Term Assignment recorded in Book 1777, Page 630, of the public records of Lea County, New Mexico.

Exhibit "A", continued

4. Oil and gas leases subject to this Operating Agreement:

Lessor: Virgil McKnight and his wife, Mary Marguerite McKnight
Lessee: The Ohio Oil Company
Dated: April 24, 1958
Recorded: Book 167, Page 89, Oil & Gas Records, Lea County, New Mexico
Royalty: 1/6 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Lea County, New Mexico

Lessor: Clarabel Owens
Lessee: The Ohio Oil Company
Dated: April 24, 1958
Recorded: Book 167, Page 75, Oil & Gas Records, Lea County, New Mexico
Royalty: 1/6 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Section 7:
Insofar as said lease covers the E2NE, NESE
Lea County, New Mexico

Lessor: Sam Owens
Lessee: The Ohio Oil Company
Dated: April 24, 1958
Recorded: Book 167, Page 79, Oil & Gas Records, Lea County, New Mexico
Royalty: 1/6 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Section 7:
Insofar as said lease covers the E2NE, NESE
Lea County, New Mexico

Lessor: Gene Dalmont and his wife, Annie Dalmont
Lessee: The Ohio Oil Company
Dated: April 26, 1958
Recorded: Book 167, Page 85, Oil & Gas Records, Lea County, New Mexico
Royalty: 1/8 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Section 7:
Insofar as said lease covers the E2NE, NESE
Lea County, New Mexico

Lessor: Margaret A. Hooper Family Estate Trust, by and through Jerry L. Hooper, as Trustee
Lessee: Featherstone Development Corporation
Dated: July 10, 2011
Recorded: Book 1736, Page 873, Lea County Records, New Mexico
Royalty: 1/4 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Lea County, New Mexico

Exhibit "A", continued

Lessor: Jeannine Hooper Byron, Trustee of the Jeannine Hooper Byron Trust
under Trust Agreement dated June 18, 2003.

Lessee: Featherstone Development Corporation

Dated: July 10, 2011

Recorded: Book 1736, Page 901, Lea County Records, New Mexico

Royalty: 1/4 on oil and gas

Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Lea County, New Mexico

Lessor: Hooper & Sons, L.L.C.

Lessee: Featherstone Development Corporation

Dated: July 10, 2011

Recorded: Book 1736, Page 905, Lea County Records, New Mexico

Royalty: 1/4 on oil and gas

Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Lea County, New Mexico

Lessor: Hooper & Sons, L.L.C.

Lessee: Featherstone Development Corporation

Dated: July 10, 2011

Recorded: Book 1736, Page 908, Lea County Records, New Mexico

Royalty: 1/4 on oil and gas

Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the E2NE
Lea County, New Mexico

Lessor: The Jeannine Hooper Byron Trust, Trustee of the Jeannine Hooper
Byron Trust under Trust Agreement dated June 18, 2003

Lessee: Featherstone Development Corporation

Dated: July 10, 2011

Recorded: Book 1736, Page 892, Lea County Records, New Mexico

Royalty: 1/4 on oil and gas

Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the E2NE
Lea County, New Mexico

Lessor: The Margaret A. Hooper Family Estate Trust

Lessee: Featherstone Development Corporation

Dated: July 10, 2011

Recorded: Book 1736, Page 870, Lea County Records, New Mexico

Royalty: 1/4 on oil and gas

Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the E2NE
Lea County, New Mexico

Lessor: Virgil McKnight and wife, Mary Margaret McKnight

Lessee: The Ohio Oil Company

Dated: April 24, 1958

Recorded: Book 167, Page 89 Oil & Gas Records, Lea County, New Mexico

Royalty: 1/6 on oil and gas

Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the E2NE, NESE
Lea County, New Mexico

Exhibit "A", continued

Lessor: Guy H. Hooper and wife, Mabel Hooper
Lessee: Humble Oil & Refining Company
Dated: September 14, 1963
Recorded: Book 224, Page 18 Oil & Gas Records, Lea County, New Mexico
Royalty: 3/16 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the NESE
Lea County, New Mexico

Lessor: The New Mexico Baptist Foundation, Inc., Trustee for New Mexico Baptist Children's Home, Inc.
Lessee: Featherstone Development Corporation
Dated: November 9, 2012
Recorded: Book 1817, Page 318 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Lessor: Katherine Jane Moore and Michael Joseph Paranay, Successor Co-Trustees of the W. Austin and Jane Onley Danley Trust
Lessee: Featherstone Development Corporation
Dated: January 25, 2013
Recorded: Book 1819, Page 982 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Lessor: Karen Danley Abou-Sa'Ada, S&S
Lessee: Featherstone Development Corporation
Dated: January 25, 2013
Recorded: Book 1819, Page 974 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Lessor: Karen Danley Abou-Sa'Ada, Trustee of the Alonzo L. Danley Trust, dated 8/5/1991, as Restated and amended 11/16/1992
Lessee: Featherstone Development Corporation
Dated: January 25, 2013
Recorded: Book 1819, Page 978 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Exhibit "A", continued

Lessor: Douglas D. Pack
Lessee: Featherstone Development Corporation
Dated: February 12, 2013
Recorded: Book 1823, Page 60 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

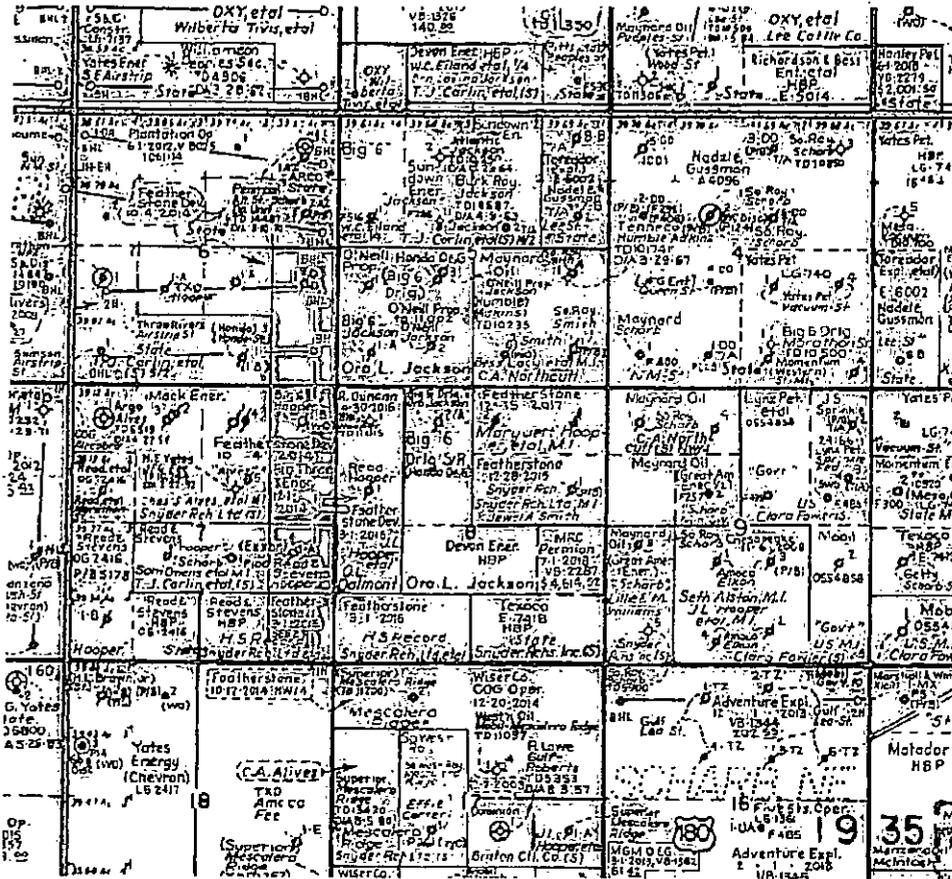
5. **Burdens on production:**
As of record.

END OF EXHIBIT "A"

EXHIBIT "A-1"

Attached to and made a part of that certain Operating Agreement dated January 17, 2014, between COG Operating LLC, as Operator, and Marathon Oil Company, LP, et al, as Non-Operator(s), covering lands in Lea County, New Mexico.

E/2 SE/4 of Section 6, T19S-R35E, Lea County, New Mexico,
E/2 E/2 of Section 7, T19S-R35E, Lea County, New Mexico



END OF EXHIBIT "A-1"

EXHIBIT "B"

Attached to and made a part of that certain Operating Agreement dated
January 17, 2014, between COG Operating LLC, as Operator, and
Marathon Oil Company, LP, et al, as Non-Operators,
covering lands in Lea County, New Mexico.

THERE IS NO EXHIBIT "B" TO THIS OPERATING AGREEMENT.

EXHIBIT "C"

Attached to and made a part of that certain Operating Agreement dated January 17, 2014, between COG Operating LLC, as Operator, and Marathon Oil Company, LP, et al, as Non-Operators, covering lands in Lea County, New Mexico.

ACCOUNTING PROCEDURE JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"Operating Agreement" shall mean the agreement to which the Accounting Procedure is attached.

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

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

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

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

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

"Parties" shall mean Operator and Non-Operators.

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

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

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

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

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

2. Statement and Billings

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

3. Advances and Payments by Non-Operators

A. Unless otherwise provided for in the agreement-Operating Agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at ~~_____~~ Bank of America ~~_____~~ Dallas, Texas annualized US Treasury 3-month discount rate on the first day of the month in which delinquency occurs, plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

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

5. Audits

- A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.
- B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

6. Approval By Non-Operators

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

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Ecological and Environmental

Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations.

2. Rentals and Royalties

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

3. Labor

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

4. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent most recently recommended by the Council of Petroleum Accountants Societies.

5. **Material**

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

6. **Transportation**

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

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.
- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store where like material is normally available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.
- C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies.

7. **Services**

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

8. **Equipment and Facilities Furnished By Operator**

- A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed _____ ten _____ percent (10.0%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.
- B. In lieu of charges in Paragraph 8A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

9. **Damages and Losses to Joint Property**

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

10. **Legal Expense**

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

11. **Taxes**

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties hereto in accordance with the tax value generated by each party's working interest.

12. Insurance

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

13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

15. Other Expenditures

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

III. OVERHEAD

I. Overhead - Drilling and Producing Operations

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

- Fixed Rate Basis, Paragraph 1A, or
 Percentage Basis, Paragraph 1B

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:

- shall be covered by the overhead rates, or
 shall not be covered by the overhead rates.

iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property:

- shall be covered by the overhead rates, or
 shall not be covered by the overhead rates.

A. Overhead - Fixed Rate Basis

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

Drilling Well Rate \$7,000.00
(Prorated for less than a full month)

Producing Well Rate \$ \$700.00

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

(a) Drilling Well Rate

- (1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.
- (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig or other units used in workover, commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(b) Producing Well Rates

- (1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
 - (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
 - (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
 - (4) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well. This one-well charge shall be made whether or not the well has produced except when drilling well rate applies.
 - (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this accounting Procedure is attached Operating Agreement. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable recommended by COPAS each year. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

B. Overhead - Percentage Basis

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

(a) Development

_____ Percent (_____%) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 10 of Section II and all salvage credits.

(b) Operating

_____ Percent (_____%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

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

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

2. Overhead - Major Construction

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

- A. 5 % of first \$100,000 or total cost if less, plus
- B. 3 % of costs in excess of \$100,000 but less than \$1,000,000, plus
- C. 2 % of costs in excess of \$1,000,000.

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

3. **Catastrophe Overhead**

To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account for overhead based on the following rates:

- A. 5 % of total costs through \$100,000; plus
- B. 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- C. 2 % of total costs in excess of \$1,000,000.

Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply.

4. **Amendment of Rates**

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

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

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

1. **Purchases**

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

2. **Transfers and Dispositions**

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

A. **New Material (Condition A)**

New Material including tubular goods, shall be priced at the New Price in effect on date of movement.

(1) ~~Tubular Goods Other than Line Pipe~~

(a) ~~Tubular goods, sized 2 1/2 inches OD and larger, except line pipe, shall be priced at Eastern mill published carload base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 50,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.~~

(b) ~~For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.~~

(c) Special end finish tubular goods shall be priced at the lowest published cut of stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate to the railway receiving point nearest the Joint Property.

(d) Macaroni tubing (size less than 2 1/8 inch OD) shall be priced at the lowest published cut of stock price, f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.

(2) Line Pipe

(a) Line pipe movements (except size 24 inch OD and larger with walls 1/4 inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(b) Line Pipe movements (except size 24 inch OD) and larger with walls 1/4 inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(b) Line pipe 24 inch OD and over and 1/4 inch wall and larger shall be priced f.o.b. the point of manufacture at current new published price plus transportation cost to the railway receiving point nearest the Joint Property.

(c) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.

(3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.

(4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2.A.(1) and (2).

B. Good Used Material (Condition B)

Considered to be material in sound and serviceable condition and suitable for reuse without reconditioning, however, the cost of any reconditioning shall be absorbed by the transferring property.

1. Condition B Material moved to the Joint Property at seventy-five percent (75%) of New Price.

2. Condition B Material moved from the Joint Property:

(i) At seventy-five percent (75%) of New Price if Material was originally for the Joint Account as New Material;

or

(ii) At sixty-five percent (65%) of New Price if Material was originally for the Joint Account as good used Material at seventy-five percent (75%) of new Price

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

(1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

(2) Material used on and moved from the Joint Property

(a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material or

(b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as used Material

(3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

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

C. Other Used Material (Conditions C, D and E)

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

2. Condition D Material shall be priced at a value commensurate with its use or at prevailing prices.

3. Condition E Material shall be priced at salvage value

(1) Condition C

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

(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

(a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.

(b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing or drill pipe. Upset tubular goods shall be priced on a non-upset basis.

(3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D—Obsolete Material

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

E—Pricing Conditions

(1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stacking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph I.A.(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.

(2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

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

4. Warranty of Material Furnished By Operator

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

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

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

2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

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

4. Expense of Conducting Inventories

- A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.
- C. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

VI. MISCELLANEOUS PROVISIONS

The following, notwithstanding anything herein to the contrary, shall be made a part of and included in these Accounting Procedures.

1. In the event Non-Operator is required under any applicable provision of the Operating Agreement or under Article I(3) of the Accounting Procedure, to advance or prepay funds for operations to which it has consented, any discount offered by Vendors selling to the Joint Account and actually received by Operator during and applicable to such prepay situation shall be credited pro rata by Operator to Non-Operator.
2. Any volume discounts or special rebates which are credited to the Operator by vendors selling to the Joint Account shall be a credit to the Joint Account when received by the Operator.
3. In the event Operator plans to use his own equipment for any operations hereunder, or the equipment of any subsidiary, parent company or sister company, Operator agrees that the charge to the Joint Account for the use of such equipment shall be equal to the competitive market price for the use of similar equipment.
4. In the event Operator plans to purchase goods and/or services for the Joint Account from his own subsidiaries, parent company or sister company, such goods and services shall be competitively priced.
5. Within one hundred twenty (120) days after close of operations on any well drilled hereunder, any unused or salvaged tubulars shall be credited to the Joint Account, offered proportionately to the Non-Operators "in-kind" or sold to a third party with a credit being reflected on the Joint Account.
6. Operator agrees to acquire any tubular goods obtained for the Joint Account at competitive market price. If Operator wished to use tubular goods from its own inventory, or the inventory of any subsidiary, parent company or sister company, such tubulars shall be charged to the Joint Account at prices which are equal to or lower than competitive market price. In no event shall Operator charge the Joint Account for material transfers from its own inventory at mill price when mill price is in excess of competitive market price.

EXHIBIT "D"

Attached to and made a part of that certain Operating Agreement dated January 17, 2014, between COG Operating LLC, as Operator, and Marathon Oil Company, LP, et al, as Non-Operators, covering lands in Lea County, New Mexico.

INSURANCE REQUIREMENTS

At all times while operations are conducted under this Agreement, Operator shall carry for the benefit of all parties hereto, insurance of the types and in the amounts set forth below. Premiums for such insurance shall be an expense of the joint account.

(A) WORKERS COMPENSATION INSURANCE as required by the laws of the state in which operations will be conducted and EMPLOYER'S LIABILITY INSURANCE with a limit of not less than \$1,000,000.

(B) GENERAL LIABILITY INSURANCE with a limit of not less than \$1,000,000 per occurrence for bodily injury or property damage, sudden and accidental pollution, and a general aggregate limit of \$2,000,000.

(C) AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned automobiles with a combined single limit of not less than \$1,000,000 for bodily injury or property damage.

(D) EXCESS LIABILITY with a limit that the Operator deems appropriate, from time to time, but not less than \$10,000,000.

(E) OPERATOR'S EXTRA EXPENSE/CONTROL OF WELL INSURANCE with a limit for this insurance varying based on the Authorization for Expenditure for each well drilled hereunder, but not less than \$5,000,000 per occurrence including Cost to bring Well Under Control, Cost to Re-drill, Pollution and Cleanup.

Excluding Workers Compensation Insurance, Non-Operators will be named as an Additional Insured on the insurance referenced above and this insurance will be primary to or non-contributory with, other insurance issued directly to the Non-Operators. For more particular details as to the above coverages, deductibles and specific exclusions, please refer to insurance certificates or notify our office about specific information requests.

Non-Operators agrees the limits and coverage carried by Operator are adequate. Such coverages and limits may change or be unavailable from time to time. Operator does not guarantee their continuance but will endeavor to provide such coverage and limits at a reasonable cost.

No other insurance will be purchased for the joint account without the consent of the parties hereto. Any party, individually, may procure and maintain at its own cost and expense, such other insurance as it deems proper to protect it against claims and such shall inure to the benefit of such party.

Notwithstanding anything contained herein to the contrary, Chevron U.S.A. Inc. and its affiliates may elect to self-insure the limits set forth in Sections (B), (C), (D) and (E) above. In such event of self-insurance, Chevron U.S.A. Inc. and its affiliates will provide the other parties to this Agreement with a letter of self-insurance. Additionally, if Chevron U.S.A. Inc. and its affiliates elect to self-insure, the Operator shall not charge Chevron U.S.A. Inc. and its affiliates for any premiums paid for insurance other than the Workers' Compensation Insurance provided for in Section (A) above and any such charges for Workers' Compensation Insurance shall be charged in accordance with Exhibit "C".

1 NOTE: Instructions For Use of Gas Balancing
 2 Agreement MUST be reviewed before finalizing
 3 this document.

7 EXHIBIT "E"
 8 GAS BALANCING AGREEMENT ("AGREEMENT")
 9 ATTACHED TO AND MADE PART OF THAT CERTAIN

10 OPERATING AGREEMENT DATED January 17, 2014

11 BY AND BETWEEN COG Operating LLC Operator
 12 AND Marathon Oil Company, LP, et al. as Non-Operators ("OPERATING AGREEMENT")
 13 RELATING TO THE E/2 SE/4 of Section 6 and E/2 E/2 of Section 7, Township 19 South, Range 35 East AREA,
 14 Lea COUNTY/PARISH, STATE OF New Mexico

16 I. DEFINITIONS

17 The following definitions shall apply to this Agreement:

18 1.01 "Arm's Length Agreement" shall mean any gas sales agreement with an unaffiliated purchaser or any gas sales
 19 agreement with an affiliated purchaser where the sales price and delivery conditions under such agreement are
 20 representative of prices and delivery conditions existing under other similar agreements in the area between
 21 unaffiliated parties at the same time for natural gas of comparable quality and quantity.

22 1.02 "Balancing Area" shall mean (select one):

23 each well subject to the Operating Agreement that produces Gas or is allocated a share of Gas production. If a
 24 single well is completed in two or more producing intervals, each producing interval from which the Gas
 25 production is not commingled in the wellbore shall be considered a separate well.

26 all of the acreage and depths subject to the Operating Agreement.

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31 1.03 "Full Share of Current Production" shall mean the Percentage Interest of each Party in the Gas actually produced
 32 from the Balancing Area during each month.

33 1.04 "Gas" shall mean all hydrocarbons produced or producible from the Balancing Area, whether from a well classified
 34 as an oil well or gas well by the regulatory agency having jurisdiction in such matters, which are or may be made
 35 available for sale or separate disposition by the Parties, excluding oil, condensate and other liquids recovered by
 36 field equipment operated for the joint account. "Gas" does not include gas used in joint operations, such as for fuel,
 37 recycling or reinjection, or which is vented or lost prior to its sale or delivery from the Balancing Area.

38 1.05 "Makeup Gas" shall mean any Gas taken by an Underproduced Party from the Balancing Area in excess of its Full
 39 Share of Current Production, whether pursuant to Section 3.3 or Section 4.1 hereof.

40 1.06 "Mcf" shall mean one thousand cubic feet. A cubic foot of Gas shall mean the volume of gas contained in one cubic
 41 foot of space at a standard pressure base and at a standard temperature base.

42 1.07 "MMBtu" shall mean one million British Thermal Units. A British Thermal Unit shall mean the quantity of heat
 43 required to raise one pound avoirdupois of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a
 44 constant pressure of 14.73 pounds per square inch absolute.

45 1.08 "Operator" shall mean the individual or entity designated under the terms of the Operating Agreement or, in the
 46 event this Agreement is not employed in connection with an operating agreement, the individual or entity
 47 designated as the operator of the well(s) located in the Balancing Area.

48 1.09 "Overproduced Party" shall mean any Party having taken a greater quantity of Gas from the Balancing Area than
 49 the Percentage interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.

50 1.10 "Overproduction" shall mean the cumulative quantity of Gas taken by a Party in excess of its Percentage interest in
 51 the cumulative quantity of all Gas produced from the Balancing Area.

52 1.11 "Party" shall mean those individuals or entities subject to this Agreement, and their respective heirs, successors,
 53 transferees and assigns.

54 1.12 "Percentage Interest" shall mean the percentage or decimal interest of each Party in the Gas produced from the
 55 Balancing Area pursuant to the Operating Agreement covering the Balancing Area.

56 1.13 "Royalty" shall mean payments on production of Gas from the Balancing Area to all owners of royalties, overriding
 57 royalties, production payments or similar interests.

58 1.14 "Underproduced Party" shall mean any Party having taken a lesser quantity of Gas from the Balancing Area than
 59 the Percentage interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.

60 1.15 "Underproduction" shall mean the deficiency between the cumulative quantity of Gas taken by a Party and its
 61 Percentage interest in the cumulative quantity of all Gas produced from the Balancing Area.

62 1.16 (Optional) "Winter Period" shall mean the month(s) of _____ in one
 63 calendar year and the month(s) of _____ in the succeeding calendar year.

64 2. BALANCING AREA

65 2.1 If this Agreement covers more than one Balancing Area, it shall be applied as if each Balancing Area were covered
 66 by separate but identical agreements. All balancing hereunder shall be on the basis of Gas taken from the Balancing Area
 67 measured in (Alternative 1) Mcfs or (Alternative 2) MMBtus.

68 2.2 In the event that all or part of the Gas deliverable from a Balancing Area is or becomes subject to one or more
 69 maximum lawful prices, any Gas not subject to price controls shall be considered as produced from a single Balancing Area
 70 and Gas subject to each maximum lawful price category shall be considered produced from a separate Balancing Area.

71 3. RIGHT OF PARTIES TO TAKE GAS

72 3.1 Each Party desiring to take Gas will notify the Operator, or cause the Operator to be notified, of the volumes
 73 nominated, the name of the transporting pipeline and the pipeline contract number (if available) and meter station relating
 74 to such delivery, sufficiently in advance for the Operator, acting with reasonable diligence, to meet all nomination and other

1 but in no event will advance notice of less than thirty (30) days be deemed sufficient for Operator to meet such requirements.
 2 requirements. Operator is authorized to deliver the volumes so nominated and confirmed (if confirmation is required) to the
 3 transporting pipeline in accordance with the terms of this Agreement.

3.2 Each Party shall make a reasonable, good faith effort to take its Full Share of Current Production each month, to the
 4 extent that such production is required to maintain leases in effect, to protect the producing capacity of a well or reservoir, to
 5 preserve correlative rights, or to maintain oil production.

3.3 When a Party fails for any reason to take its Full Share of Current Production (as such Share may be reduced by the
 7 right of the other Parties to make up for Underproduction as provided herein), the other Parties shall be entitled to take any
 8 Gas which such Party fails to take. To the extent practicable, such Gas shall be made available initially to each Underproduced
 9 Party in the proportion that its Percentage Interest in the Balancing Area bears to the total Percentage Interests of all
 10 Underproduced Parties desiring to take such Gas. If all such Gas is not taken by the Underproduced Parties, the portion not
 11 taken shall then be made available, to the other Parties in the proportion that their respective Percentage Interests in the
 12 Balancing Area bear to the total Percentage Interests of such Parties.

3.4 All Gas taken by a Party in accordance with the provisions of this Agreement, regardless of whether such Party is
 14 underproduced or overproduced, shall be regarded as Gas taken for its own account with title thereto being in such taking
 15 Party.

3.5 Notwithstanding the provisions of Section 3.3 hereof, no Overproduced Party shall be entitled in any month to take any
 17 Gas in excess of three hundred percent (300%) of its Percentage Interest of the Balancing Area's then-current Maximum
 18 Monthly Availability; provided, however, that this limitation shall not apply to the extent that it would preclude production
 19 that is required to maintain leases in effect, to protect the producing capacity of a well or reservoir, to preserve correlative
 20 rights, or to maintain oil production. "Maximum Monthly Availability" shall mean the maximum average monthly rate of
 21 production at which Gas can be delivered from the Balancing Area, as determined by the Operator, considering the maximum
 22 efficient well rate for each well within the Balancing Area, the maximum allowable(s) set by the appropriate regulatory agency,
 23 mode of operation, production facility capabilities and pipeline pressures.

3.6 In the event that a Party fails to make arrangements to take its Full Share of Current Production required to be
 25 produced to maintain leases in effect, to protect the producing capacity of a well or reservoir, to preserve correlative rights, or
 26 to maintain oil production, the Operator may sell any part of such Party's Full Share of Current Production that such Party fails
 27 to take for the account of such Party and tender to such Party, on a current basis, the full proceeds of the sale, less any
 28 reasonable marketing, compression, treating, gathering or transportation costs incurred directly in connection with the sale of
 29 such Full Share of Current Production. In making the sale contemplated herein, the Operator shall be obligated only to obtain
 30 such price and conditions for the sale as are reasonable under the circumstances and shall not be obligated to share any of its
 31 markets. Any such sale by Operator under the terms hereof shall be only for such reasonable periods of time as are consistent
 32 with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one
 33 year. Notwithstanding the provisions of Article 3.4 hereof, Gas sold by Operator for a Party under the provisions hereof shall
 34 be deemed to be Gas taken for the account of such Party.

35 4. IN-KIND BALANCING

4.1 Effective the first day of any calendar month following at least thirty (30) days' prior
 36 written notice to the Operator, any Underproduced Party may begin taking, in addition to its Full Share of Current
 37 Production and any Makeup Gas taken pursuant to Section 3.3 of this Agreement, a share of current production determined
 38 by multiplying twenty-five percent (25%) of the Full Shares of Current Production of all Overproduced Parties by
 39 a fraction, the numerator of which is the Percentage Interest of such Underproduced Party and the denominator of which
 40 is the total of the Percentage Interests of all Underproduced Parties desiring to take Makeup Gas. In no event will an
 41 Overproduced Party be required to provide more than twenty-five percent (25%) of its Full Share of Current
 42 Production for Makeup Gas. The Operator will promptly notify all Overproduced Parties of the election of an Underproduced
 43 Party to begin taking Makeup Gas. The election of an Underproduced party to commence taking makeup gas under the provisions of this paragraph
 44 shall remain in effect until such Underproduced party gives Operator thirty (30) days' notice of its election to cease taking makeup gas, or until
 45 such party's underproduction is eliminated, whichever occurs first. In the event an Underproduced party provides notice to Operator of its intent
 46 to cease taking makeup gas, such Underproduced party shall not thereafter be allowed to request makeup gas again until two (2) months from the
 47 last day of the month in which they last took makeup gas. This section does not apply to permanent overproduction situations. Please see Section
 48 4.3 regarding situations where an Overproduced Party has produced all of its share of the ultimately recoverable reserves in the Balancing Area.

~~4.2 (Optional) Seasonal Limitation on Makeup - Option 1) Notwithstanding the provisions of Section 4.1, the
 50 average monthly amount of Makeup Gas taken by an Underproduced Party during the Winter Period pursuant to Section 4.1
 51 shall not exceed the average monthly amount of Makeup Gas taken by such Underproduced Party during the
 52 () months immediately preceding the Winter Period.~~

~~4.2 (Optional) Seasonal Limitation on Makeup - Option 2) Notwithstanding the provisions of Section 4.1, no
 54 Overproduced Party will be required to provide more than percent (%) of its Full Share
 55 of Current Production for Makeup Gas during the Winter Period.~~

4.3 (Optional) Notwithstanding any other provision of this Agreement, at such time and for so long as Operator, or
 58 (insofar as concerns production by the Operator) any Underproduced Party, determines in good faith that an Overproduced
 59 Party has produced all of its share of the ultimately recoverable reserves in the Balancing Area, such Overproduced Party may
 60 be required to make available for Makeup Gas, upon the demand of the Operator, or any Underproduced Party, up to
 61 one hundred percent (100%) of such Overproduced Party's Full Share of Current Production.

62 5. STATEMENT OF GAS BALANCES

5.1 The Operator will maintain appropriate accounting on a monthly and cumulative basis of the volumes of Gas that each
 63 Party is entitled to receive and the volumes of Gas actually taken or sold for each Party's account. Within forty-five (45) days
 64 after the month of production, the Operator will furnish a statement for such month showing (1) each Party's Full Share of
 65 Current Production, (2) the total volume of Gas actually taken or sold for each Party's account, (3) the difference between
 66 the volume taken by each Party and that Party's Full Share of Current Production, (4) the Overproduction or
 67 Underproduction of each Party, and (5) other data as recommended by the provisions of the Council of Petroleum
 68 Accountants Societies Bulletin No.24, as amended or supplemented hereafter. Each Party taking Gas will promptly provide to
 69 the Operator any data required by the Operator for preparation of the statements required hereunder.

5.2 If any Party fails to provide the data required herein for four (4) consecutive production months, the Operator, or
 72 where the Operator has failed to provide data, another Party, may audit the production and Gas sales and transportation
 73 volumes of the non-reporting Party to provide the required data. Such audit shall be conducted only after reasonable notice and
 74 during normal business hours in the office of the Party whose records are being audited. All costs associated with such audit

will be charged to the account of the Party failing to provide the required data.

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2 **6. PAYMENTS ON PRODUCTION**

3 6.1 Each Party taking Gas shall pay or cause to be paid all production and severance taxes due on all volumes of Gas
4 actually taken by such Party.

5 6.2 (Alternative 1 - Entitlements) Each Party shall pay or cause to be paid all Royalty due with respect to Royalty
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owners to whom it is accountable as if such Party were taking its Full Share of Current Production, and only its Full Share of Current Production.

6.2.1 (Optional - For use only with Section 6.2 - Alternative 1 - Entitlement) Upon written request of a Party taking less than its Full Share of Current Production in a given month ("Current Underproducer"), any Party taking more than its Full Share of Current Production in such month ("Current Overproducer") will pay to such Current Underproducer an amount each month equal to the Royalty percentage of the proceeds received by the Current Overproducer for that portion of the Current Underproducer's Full Share of Current Production taken by the Current Overproducer; provided, however, that such payment will not exceed the Royalty percentage that is common to all Royalty burdens in the Balancing Area. Payments made pursuant to this Section 6.2.1 will be deemed payments to the Underproduced Party's Royalty owners for purposes of Section 7.5.

~~6.2 (Alternative 2 - Sales) Each Party shall pay or cause to be paid Royalty due with respect to Royalty owners to whom it is accountable based on the volume of Gas actually taken for its account.~~

6.3 In the event that any governmental authority requires that Royalty payments be made on any other basis than that provided for in this Section 6, each Party agrees to make such Royalty payments accordingly, commencing on the effective date required by such governmental authority, and the method provided for herein shall be thereby superseded.

7. CASH SETTLEMENTS

7.1 Upon the earlier of the plugging and abandonment of the last producing interval in the Balancing Area, the termination of the Operating Agreement or any pooling or unit agreement covering the Balancing Area, or at any time no Gas is taken from the Balancing Area for a period of twelve (12) consecutive months, any Party may give written notice calling for cash settlement of the Gas production imbalances among the Parties. Such notice shall be given to all Parties in the Balancing Area.

7.2 Within sixty (60) days after the notice calling for cash settlement under Section 7.1, the Operator will distribute to each Party a Final Gas Settlement Statement detailing the quantity of Overproduction owed by each Overproduced Party to each Underproduced Party and identifying the month to which such Overproduction is attributed, pursuant to the methodology set out in Section 7.4.

7.3 (Alternative 1 - Direct Party-to-Party Settlement) Within sixty (60) days after receipt of the Final Gas Settlement Statement, each Overproduced Party will pay to each Underproduced Party entitled to settlement the appropriate cash settlement, accompanied by appropriate accounting detail. At the time of payment, the Overproduced Party will notify the Operator of the Gas imbalance settled by the Overproduced Party's payment.

7.3 (Alternative 2 - Settlement Through Operator) Within sixty (60) days after receipt of the Final Gas Settlement Statement, each Overproduced Party will send its cash settlement, accompanied by appropriate accounting detail, to the Operator. The Operator will distribute the monies so received, along with any settlement owed by the Operator as an Overproduced Party, to each Underproduced Party to whom settlement is due within ninety (90) days after issuance of the Final Gas Settlement Statement. In the event that any Overproduced Party fails to pay any settlement due hereunder, the Operator may turn over responsibility for the collection of such settlement to the Party to whom it is owed, and the Operator will have no further responsibility with regard to such settlement.

~~7.3.1 (Optional - For use only with Section 7.3, Alternative 2 - Settlement Through Operator) Any Party shall have the right at any time upon thirty (30) days' prior written notice to all other Parties to demand that any settlements due such Party for Overproduction be paid directly to such Party by the Overproduced Party, rather than being paid through the Operator. In the event that an Overproduced Party pays the Operator any sums due to an Underproduced Party at any time after thirty (30) days following the receipt of the notice provided for herein, the Overproduced Party will continue to be liable to such Underproduced Party for any sums so paid, until payment is actually received by the Underproduced Party.~~

7.4 (Alternative 1 - Historical Sales Basis) The amount of the cash settlement will be based on the proceeds received by the Overproduced Party under an Arm's Length Agreement for the Gas taken from time to time by the Overproduced Party in excess of the Overproduced Party's Full Share of Current Production. Any Makeup Gas taken by the Underproduced Party prior to monetary settlement hereunder will be applied to offset Overproduction chronologically in the order of accrual.

~~7.4 (Alternative 2 - Most Recent Sales Basis) The amount of the cash settlement will be based on the proceeds received by the Overproduced Party under an Arm's Length Agreement for the volume of Gas that constituted Overproduction by the Overproduced Party from the Balancing Area. For the purpose of implementing the cash settlement provision of the Section 7, an Overproduced Party will not be considered to have produced any of an Underproduced Party's share of Gas until the Overproduced Party has produced cumulatively all of its Percentage Interest share of the Gas ultimately produced from the Balancing Area.~~

7.5 The values used for calculating the cash settlement under Section 7.4 will include all proceeds received for the sale of the Gas by the Overproduced Party calculated at the Balancing Area, after deducting any production or severance taxes paid and any Royalty actually paid by the Overproduced Party to an Underproduced Party's Royalty owner(s), to the extent said payments amounted to a discharge of said Underproduced Party's Royalty obligation, as well as any reasonable marketing, compression, treating, gathering or transportation costs incurred directly in connection with the sale of the Overproduction.

7.5.1 (Optional - For Valuation Under Percentage of Proceeds Contracts) For Overproduction sold under a gas purchase contract providing for payment based on a percentage of the proceeds obtained by the purchaser upon resale of residue gas and liquid hydrocarbons extracted at a gas processing plant, the values used for calculating cash settlement will include proceeds received by the Overproduced Party for both the liquid hydrocarbons and the residue gas attributable to the Overproduction.

~~7.5.2 (Optional - Valuation for Processed Gas - Option 1) For Overproduction processed for the account of the Overproduced Party at a gas processing plant for the extraction of liquid hydrocarbons, the full quantity of the Overproduction will be valued for purposes of cash settlement at the prices received by the Overproduced Party for the sale of the residue gas attributable to the Overproduction without regard to proceeds attributable to liquid hydrocarbons which may have been extracted from the Overproduction.~~

7.5.2 (Optional - Valuation for Processed Gas - Option 2) For Overproduction processed for the account of the Overproduced Party at a gas processing plant for the extraction of liquid hydrocarbons, the values used for calculating cash settlement will include the proceeds received by the Overproduced Party for the sale of the liquid hydrocarbons extracted from the Overproduction, less the actual reasonable costs incurred by the Overproduced Party to process the Overproduction and to transport, fractionate and handle the liquid hydrocarbons extracted therefrom prior to sale.

7.6 To the extent the Overproduced Party did not sell all Overproduction under an Arm's Length Agreement, the cash settlement will be based on the weighted average price received by the Overproduced Party for any gas sold from the

Balancing Area under Arm's Length Agreements during the months to which such Overproduction is attributed. In the event that no sales under Arm's Length Agreements were made during any such month, the cash settlement for such month will be based on the spot sales prices published for the applicable geographic area during such month in a mutually acceptable pricing bulletin.

7.7 Interest compounded at the rate of twelve percent (12%) per annum of the maximum lawful rate of interest applicable to the Balancing Area, whichever is less, will accrue for all amounts due under Section 7.1 beginning the first day following the date payment is due pursuant to Section 7.3. Such interest shall be borne by the Operator or any Overproduced Party in the proportion that their respective delays beyond the deadlines set out in Sections 7.2 and 7.3 contributed to the accrual of the interest.

7.8 In lieu of the cash settlement required by Section 7.3, an Overproduced Party may deliver to the Underproduced Party an offer to settle its Overproduction in-kind and at such rates, quantities, times and sources as may be agreed upon by the Underproduced Party. If the Parties are unable to agree upon the manner in which such in-kind settlement gas will be furnished within sixty (60) days after the Overproduced Party's offer to settle in-kind, which period may be extended by agreement of said Parties, the Overproduced Party shall make a cash settlement as provided in Section 7.3. The making of an in-kind settlement offer under this Section 7.8 will not delay the accrual of interest on the cash settlement should the Parties fail to reach agreement on an in-kind settlement.

7.9 (Optional - For Balancing Areas Subject to Federal Price Regulation) That portion of any monies collected by an Overproduced Party for Overproduction which is subject to refund by orders of the Federal Energy Regulatory Commission or other governmental authority may be withheld by the Overproduced Party until such prices are fully approved by such governmental authority, unless the Underproduced Party furnishes a corporate undertaking, acceptable to the Overproduced Party, agreeing to hold the Overproduced Party harmless from financial loss due to refund orders by such governmental authority.

7.10 (Optional - Interim Cash Balancing) At any time during the term of this Agreement, any Overproduced Party may, in its sole discretion, make cash settlement(s) with the Underproduced Parties covering all or part of its outstanding Gas imbalance, provided that such settlements must be made with all Underproduced Parties proportionately based on the relative imbalances of the Underproduced Parties, and provided further that such settlements may not be made more often than once every twenty-four (24) months. Such settlements will be calculated in the same manner provided above for final cash settlements. The Overproduced Party will provide Operator a detailed accounting of any such cash settlement within thirty (30) days after the settlement is made.

8. TESTING

Notwithstanding any provision of this Agreement to the contrary, any Party shall have the right, from time to time, to produce and take up to one hundred percent (100%) of a well's entire Gas stream to meet the reasonable deliverability test(s) required by such Party's Gas purchaser, and the right to take any Makeup Gas shall be subordinate to the right of any Party to conduct such tests; provided, however, that such tests shall be conducted in accordance with prudent operating practices only after thirty (30) days' prior written notice to the Operator and shall last no longer than seventy-two (72) hours.

9. OPERATING COSTS

Nothing in this Agreement shall change or affect any Party's obligation to pay its proportionate share of all costs and liabilities incurred in operations on or in connection with the Balancing Area, as its share thereof is set forth in the Operating Agreement, irrespective of whether any Party is at any time selling and using Gas or whether such sales or use are in proportion to its Percentage Interest in the Balancing Area.

10. LIQUIDS

The Parties shall share proportionately in and own all liquid hydrocarbons recovered with Gas by field equipment operated for the joint account in accordance with their Percentage Interests in the Balancing Area.

11. AUDIT RIGHTS

Notwithstanding any provision in this Agreement or any other agreement between the Parties hereto, and further notwithstanding any termination or cancellation of this Agreement, for a period of two (2) years from the end of the calendar year in which any information to be furnished under Section 5 or 7 hereof is supplied, any Party shall have the right to audit the records of any other Party regarding quantity, including but not limited to information regarding Btu-content. Any Underproduced Party shall have the right for a period of two (2) years from the end of the calendar year in which any cash settlement is received pursuant to Section 7 to audit the records of any Overproduced Party as to all matters concerning values, including but not limited to information regarding prices and disposition of Gas from the Balancing Area. Any such audit shall be conducted at the expense of the Party or Parties desiring such audit, and shall be conducted, after reasonable notice, during normal business hours in the office of the Party whose records are being audited. Each Party hereto agrees to maintain records as to the volumes and prices of Gas sold each month and the volumes of Gas used in its own operations, along with the Royalty paid on any such Gas used by a Party in its own operations. The audit rights provided for in this Section 11 shall be in addition to those provided for in Section 5.2 of this Agreement.

12. MISCELLANEOUS

12.1 As between the Parties, in the event of any conflict between the provisions of this Agreement and the provisions of any gas sales contract, or in the event of any conflict between the provisions of this Agreement and the provisions of the Operating Agreement, the provisions of this Agreement shall govern.

12.2 Each Party agrees to defend, indemnify and hold harmless all other Parties from and against any and all liability for any claims, which may be asserted by any third party which now or hereafter stands in a contractual relationship with such indemnifying Party and which arise out of the operation of this Agreement or any activities of such indemnifying Party under the provisions of this Agreement, and does further agree to save the other Parties harmless from all judgments or damages sustained and costs incurred in connection therewith.

12.3 Except as otherwise provided in this Agreement, Operator is authorized to administer the provisions of this Agreement, but shall have no liability to the other Parties for losses sustained or liability incurred which arise out of or in connection with the performance of Operator's duties hereunder, except such as may result from Operator's gross negligence or willful misconduct. Operator shall not be liable to any Underproduced Party for the failure of any Overproduced Party, (other than Operator) to pay any amounts owed pursuant to the terms hereof.

12.4 This Agreement shall remain in full force and effect for as long as the Operating Agreement shall remain in force and effect as to the Balancing Area, and thereafter until the Gas accounts between the Parties are settled in full, and shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, successors, legal representatives

1 and assigns, if any. The Parties hereto agree to give notice of the existence of this Agreement to any successor in interest of
 2 any, such Party and to provide that any such successor shall be bound by this Agreement, and shall further make any transfer of
 3 any interest subject to the Operating Agreement, or any part thereof, also subject to the terms of this Agreement.

4 12.5 Unless the context clearly indicates otherwise, words used in the singular include the plural, the plural includes the
 5 singular, and the neuter gender includes the masculine and the feminine.

6 12.6 In the event that any "Optional" provision of this Agreement is not adopted by the Parties to this Agreement by a
 7 typed, printed or handwritten indication, such provision shall not form a part of this Agreement, and no inference shall be
 8 made concerning the intent of the Parties in such event. In the event that any "Alternative" provision of this Agreement is not
 9 so adopted by the Parties, Alternative I in each such instance shall be deemed to have been adopted by the Parties as a result
 10 of any such omission. In those cases where it is indicated that an Optional provision may be used only if a specific Alternative
 11 is selected: (i) an election to include said Optional provision shall not be effective unless the Alternative in question is selected;
 12 and (ii) the election to include said Optional provision must be expressly indicated hereon, it being understood that the
 13 selection of an Alternative either expressly or by default as provided herein shall not, in and of itself, constitute an election to
 14 include an associated Optional provision.

15 12.7 This Agreement shall bind the Parties in accordance with the provisions hereof, and nothing herein shall be construed
 16 or interpreted as creating any rights in any person or entity not a signatory hereto, or as being a stipulation in favor of any
 17 such person or entity.

18 12.8 If contemporaneously with this Agreement, becoming effective, or thereafter, any Party requests that any other Party
 19 execute an appropriate memorandum or notice of this Agreement in order to give third parties notice of record of same and
 20 submits same for execution in recordable form, such memorandum or notice shall be duly executed by the Party to which such
 21 request is made and delivered promptly thereafter to the Party making the request. Upon receipt, the Party making the request
 22 shall cause the memorandum or notice to be duly recorded in the appropriate real property or other records affecting the
 23 Balancing Area.

24 12.9 In the event Internal Revenue Service regulations require a uniform method of computing taxable income by all
 25 Parties, each Party agrees to compute and report income to the Internal Revenue Service ~~(select one) as if such Party were~~
 26 ~~taking its Full Share of Current Production during each relevant tax period in accordance with such regulations, insofar as same~~
 27 ~~relate to entitlement method tax computations; or based on the quantity of Gas taken for its account in accordance with~~
 28 such regulations, insofar as same relate to sales method tax computations.

29 13. ASSIGNMENT AND RIGHTS UPON ASSIGNMENT

30 13.1 Subject to the provisions of Sections 13.2 (if elected) and 13.3 hereof, and notwithstanding anything in this Agreement
 31 or in the Operating Agreement to the contrary, if any Party assigns (including any sale, exchange or other transfer) any of its
 32 working interest in the Balancing Area when such Party is an Underproduced or Overproduced Party, the assignment or other
 33 not of transfer shall, insofar as the Parties hereto are concerned, include all interest of the assigning or transferring Party in the
 34 Gas, all rights to receive or obligations to provide or take Makeup Gas and all rights to receive or obligations to make any
 35 monetary payment which may ultimately be due hereunder, as applicable. Operator and each of the other Parties hereto shall
 36 thereafter treat the assignment accordingly, and the assigning or transferring Party shall look solely to its assignee or other
 37 transferee for any interest in the Gas or monetary payment that such Party may have or to which it may be entitled, and shall
 38 cause its assignee or other transferee to assume its obligations hereunder.

39 13.2 (Optional - Cash Settlement Upon Assignment) Notwithstanding anything in this Agreement (including but not
 40 limited to the provisions of Section 13.1 hereof) or in the Operating Agreement to the contrary, and subject to the provisions
 41 of Section 13.3 hereof, in the event an Overproduced Party intends to sell, assign, exchange or otherwise transfer any of its
 42 interest in a Balancing Area, such Overproduced Party shall notify in writing the other working interest owners who are
 43 Parties hereto in such Balancing Area of such fact at least thirty (30) days prior to closing the
 44 transaction. Thereafter, any Underproduced Party may demand from such Overproduced Party in writing, within
 45 fifteen (15) days after receipt of the Overproduced Party's notice, a cash settlement of its
 46 Underproduction from the Balancing Area. The Operator shall be notified of any such demand and of any cash settlement
 47 pursuant to this Section 13, and the Overproduction and Underproduction of each Party shall be adjusted accordingly. Any cash
 48 settlement pursuant to this Section 13 shall be paid by the Overproduced Party on or before the earlier to occur (i) of sixty (60)
 49 days after receipt of the Underproduced Party's demand or (ii) at the closing of the transaction in which the Overproduced
 50 Party sells, assigns, exchanges or otherwise transfers its interest in a Balancing Area on the same basis as otherwise set forth in
 51 Sections 7.3 through 7.6 hereof, and shall bear interest at the rate set forth in Section 7.7 hereof, beginning sixty (60) days
 52 after the Overproduced Party's sale, assignment, exchange or transfer of its interest in the Balancing Area for any amounts not
 53 paid. Provided, however, if any Underproduced Party does not so demand such cash settlement of its Underproduction from the
 54 Balancing Area, such Underproduced Party shall look exclusively to the assignee or other successor in interest of the
 55 Overproduced Party giving notice hereunder for the satisfaction of such Underproduced Party's Underproduction in accordance
 56 with the provisions of Section 13.1 hereof.

57 13.3 The provisions of this Section 13 shall not be applicable in the event any Party mortgages its interest or disposes of its
 58 interest by merger, reorganization, consolidation or sale of substantially all of its assets to a subsidiary or parent company, or to
 59 any company in which any parent or subsidiary of such Party owns a majority of the stock of such company.

60 14. OTHER PROVISIONS

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EXHIBIT 'F'

Attached to and made a part of that certain Operating Agreement dated January 17, 2014, between COG Operating LLC, as Operator, and Marathon Oil Company, LP, et al, as Non-Operator(s), covering lands in Lea County, New Mexico.

EQUAL OPPORTUNITY CLAUSE AND
CERTIFICATION OF NON-SEGREGATED FACILITIES

Unless exempted by Federal law, regulation, or order, the following terms and conditions shall apply during the performance of this agreement:

A. **Compliance with Applicable Laws.** During the performance of this Agreement, Operator shall comply, and shall cause each of its subcontractors and vendors to comply, where applicable, with the following regulations, statutes, and Orders applicable to federal contracts and leases.

41 CFR 60-1.4(a)	Equal Employment Opportunity (Executive Order 11246)
41 CFR 60-1.8	Certification of Non-Segregated Facilities (Executive Order 11246)
41 CFR 60-300.1	Employment Opportunity for Veterans (38 U.S.C. 4212)
41 CFR 60-741	Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

These clauses are incorporated herein by reference for federal leases, if and to the extent applicable by law, executive order, or regulation.

Unless otherwise exempt or inapplicable, Operator represents that it is in compliance with the following: Equal Opportunity Clause, reporting Affirmative Action program preparation requirements, and non-segregation of facilities.

B. **Equal Opportunity Clause**

- (1) The Operator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Operator will take affirmative action to ensure the applicants are employed, and treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer and/or any notices otherwise required by regulation, setting forth the provisions of this non-discrimination clause.
- (2) The Operator will, in all considerations or advertisements for employees placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, provided by the agency contracting officer, and/or any notices otherwise required by regulation, advising the labor union or workers' representative of the Operator's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Operator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Operator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto. Operator will permit, and shall cause each of its subcontractors to permit, access to its books, records, and accounts by the contracting agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) The Operator will include the provisions of Paragraphs (1) through (6) in every subcontract or purchase order unless inapplicable or exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Operator will take such action with respect to any subcontract or purchase order as the contracting agency may direct to enforce such provisions including sanctions or non-compliance; provided, however, that in the event the Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

C. Required Reports and Programs. Unless otherwise exempt or inapplicable, and as required to do so by Federal law, regulation, or order, Operator agrees that it shall, and shall cause each of its subcontractors or vendors to:

- (1) File with the Joint Reporting Commission, or designated agency, a complete and accurate report on Standard Form 100 (EEO-1) and the VETS 100A within thirty (30) days after the signing of the federal lease, and for contractors or vendors, the signing of an agreement with the Operator, (unless such reports have been filed in the last twelve [12] months), and continue to file such reports annually during the term of the federal lease or agreement with the Operator as applicable, on or before September 30, or by the date otherwise required. 41 CFR 60-1.7; 41 CFR 61-300.1.
- (2) Develop and maintain a written affirmative action compliance program for its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order No. 11246, as amended. 41 CFR 60-1.40; 41 CFR 60-2.
- (3) Develop and maintain a written affirmative action compliance program for veterans and disabled individuals for its establishments in accordance with the regulations of the Secretary of Labor promulgated under Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Veterans Adjustment and Assistance Act. 41 CFR 60-742; 41 CFR 60-300.

D. Notice of Requirement of Operator and Subcontractor Certification of Non-Segregated Facilities

EQUAL OPPORTUNITY IN EMPLOYMENT CERTIFICATION OF NONSEGREGATED FACILITIES: Operator certifies that Operator does not maintain or provide for its employees any segregated facilities at any of its establishments, and that Operator does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Operator understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. For example, "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms; restaurants and other eating areas; time clocks; locker rooms and other storage or dressing areas; parking lots; drinking fountains; recreation or entertainment areas; transportation; and housing facilities provided for employees that are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. Operator understands and agrees that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any locations, under its control, where segregated facilities are maintained is a breach of the Equal Employment Opportunity Clause and a violation of Executive Order No. 11246 of September 24, 1965; 41 CFR 60-1.8. Operator further agrees that (except where it has obtained identical certifications from proposed non-exempt subcontractors for specific time periods) it will obtain identical certifications from proposed non-exempt subcontractors prior to entering into any subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed non-exempt subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES: A Certification of Non-Segregated Facilities is required by law and the regulations of the Secretary of Labor set out in 41 CFR 60-1.8, as they may be amended, and must be submitted prior to entering into any subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each covered subcontract or for all subcontracts on a quarterly, semi-annual, or annual basis during the period of any covered subcontract.

EXHIBIT "G"

Attached to and made a part of that certain Operating Agreement dated January 17, 2014, between COG Operating LLC, as Operator, and Marathon Oil Company, LP, et al, as Non-Operator(s), covering lands in Lea County, New Mexico.

MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT

THIS MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT (this "Memorandum"), is executed to be effective concurrently with that certain Operating Agreement dated effective January 17, 2014 (the "Operating Agreement"), by and between COG Operating LLC (the "Operator") and Marathon Oil Company, LP, et al (the "Non-Operator(s)," and, together with the Operator, the "Parties").

WHEREAS the Parties hereto are owners of Oil and Gas Leases and/or Oil and Gas Interests in the lands as described in Exhibit A (said land, Leases, and Interests being hereinafter called the "Contract Area");

WHEREAS the Parties hereto executed the Operating Agreement, covering the Contract Area for the purpose of exploring and developing such lands, Leases, and Interests for Oil and Gas; and

WHEREAS the Parties hereto have executed this Memorandum for the purpose of imparting notice to all persons of the rights and obligations of the Parties under the Operating Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The Operating Agreement is incorporated herein by reference, and all capitalized terms used but not defined herein and defined in the Operating Agreement shall have the meaning ascribed to them in the Operating Agreement.
2. The Operating Agreement specifically provides that:
 - A. The Oil and Gas Leases and/or Oil and Gas Interests of the Parties comprising the Contract Area shall be subject to and burdened by the terms and provisions of the Operating Agreement.
 - B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement.
 - C. All costs and liabilities incurred in operations under the Operating Agreement shall be borne and paid and all equipment and materials acquired in operations on the Contract Area shall be owned by the Parties hereto as provided in the Operating Agreement.
 - D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests comprising the Contract Area, all production of Oil and Gas from the Contract Area shall be owned by the Parties as provided in the Operating Agreement.
 - E. Each Party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.
 - F. The Operating Agreement is binding upon and shall inure to the benefit of the Parties thereto, and their respective heirs, devisees, legal representatives, successors, and permitted assigns, and the terms and conditions of the Operating Agreement shall be deemed to run with the Oil and Gas Leases and/or Oil and Gas Interests comprising the Contract Area.
 - G. The Parties shall have the right to acquire an interest in renewal, extension, and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.
 - H. The rights and obligations of the Parties and the adjustment of interests among them in the event of a failure or loss of title, each Party's rights to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the

Parties regarding the marketing of production, and the rights and remedies of the Parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.

- I. Under Section VII.B of the Operating Agreement, each Party has granted each other liens on their respective interest in the Oil and Gas Leases and/or Oil and Gas interests comprising the Contract Area, and a security interest in their respective share of Oil and/or Gas when extracted and their respective interest in all equipment on the Contract Area to secure payment of share of costs and expenses that such Party is required to pay under the Operating Agreement. To the extent that the Parties have a security interest under the Uniform Commercial Code of the State in which properties subject to the Operating Agreement are located (the "Code"), each Party shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by any Party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the rights or security interest for the payment thereof.
 - J. On default of any covenant or condition of the Operating Agreement and after notice and opportunity to cure have been given and the defaulting party has failed to cure such default pursuant to the Operating Agreement, the Operating Agreement provides for certain non-exclusive rights and remedies available to each Party in the case of a failure of another Party to pay such Party's share of costs and expenses that such Party is required to pay under the Operating Agreement, including rights of foreclosure and specified rights as to the application of proceeds of such foreclosure.
 - K. Each Party's interest under the Operating Agreement shall be subject to relinquishment for its failure to participate in certain subsequent operations and each Party's share of production and costs shall be reallocated on the basis of such relinquishment all subject to and upon the terms and provisions provided in the Operating Agreement.
 - L. The Operating Agreement contains other provisions which do not conflict with, but supplement, the above described provisions.
3. To the extent permitted, any transfer or sale of any interest in the Oil and Gas Leases and/or Oil and Gas Interests comprising the Contract Area shall be made in accordance with, and expressly subject to, the Operating Agreement and without prejudice to the rights of the other Parties under the terms of the Operating Agreement. Any assignee or transferee of an ownership interest in any Oil and Gas Lease and/or Oil and Gas Interests comprising the Contract Area shall be deemed a party to the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership, provided, however, that the other Parties shall not be required to recognize any such sale, encumbrance, transfer, or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee.
4. If any Party does not perform all of its obligations under the Operating Agreement, and the failure to perform subjects such Party to foreclosure or execution proceedings pursuant to the provisions of the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshaling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each Party hereby grants to the other Party a POWER OF SALE as to any property that is subject to the lien and security rights granted under the Operating Agreement, such power to be exercised in the manner provided in the Operating Agreement and otherwise in the manner and with such notice required or provided by applicable law, or in the absence of applicable law, in a commercially reasonable manner and upon reasonable notice.
5. Upon termination of the Operating Agreement and the satisfaction of all obligations thereunder, the Operator shall file of record a release and termination of such Operating Agreement on behalf of all Parties concerned, and each Party hereto agrees to execute such notice of termination as to the Operator's interest, upon the request of the Operator, if the Operator has complied with all of its obligations. Non-Operator by execution of this Memorandum grants to Operator a power of attorney to execute file and/or record on behalf of such Non-Operator any documents or instruments necessary, desirable or appropriate to evidence any Party's rights, obligations, and/or interests under or contemplated by the Operating Agreement including without limitation additional Memoranda of Operating Agreement as to the Operating Agreement in the form of this Memorandum to evidence any changes in or additions to the Contract Area or the Oil and Gas Interests and/or Oil and Leases forming a

part of or covered by the Contract Area or to correct any ministerial errors that the Operator may find from time to time in the Memorandum which power is coupled with an interest and irrevocable as long as the Operating Agreement is in effect and each office in each county in which any Oil and Gas Interests or lands covered by any Oil and Gas Leases are located in which real property records are located is hereby directed and authorized to accept for recording in the real property records thereof of any such Memorandum of Operating Agreement executed by Operator which references that such Memorandum of Operating Agreement is executed pursuant to the power and authority granted hereby.

6. This Memorandum is to be filed for record in the real estate records of the county or counties in which the Contract Area is located, and in the appropriate Uniform Commercial Code records. Should any person or firm desire additional information regarding the Operating Agreement or wish to inspect a copy of the Operating Agreement, said person or firm should contact COG Operating LLC, Attention: Land Department, 600 West Illinois Avenue, Midland, Texas 79701 and, subject to an appropriate confidentiality agreement, any person may receive a copy of the Operating Agreement upon written request to the Operator's General Counsel at such address.

7. This Memorandum may be executed or ratified in one or more counterparts and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached to it needs to be filed of record in the real estate records of each county in which the Contract Area is located.

OPERATOR:

COG OPERATING LLC

By: _____
Mona D. Ables, Vice President of Land

NON-OPERATORS:

MARATHON OIL COMPANY

By: _____
Printed Name: _____
Title: _____

EXXONMOBIL

By: _____
Printed Name: _____
Title: _____

FELIX A. FISHMAN AND HENRY SCHNEIDER, UNDER A TRUST INDENTURE BY LUCY G. MOSES, DATED 12/24/1958

By: _____
Printed Name: _____
Title: _____

HARVARD PETROLEUM CORPORATION

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Title: _____

COMPOUND PROPERTIES, LLC

By: _____

Printed Name: _____

Title: _____

CHEVRON U.S.A. INC.

By: _____

Printed Name: _____

Title: _____

LYNX PETROLEUM CONSULTANTS

By: _____

Printed Name: _____

Title: _____

PROSPECTOR LLC

By: _____

Printed Name: _____

Title: _____

BRIGHT HAWK / BURKARD VENTURE

By: _____

Printed Name: _____

Title: _____

FEATHERSTONE DEVELOPMENT CORPORATION

By: _____

Printed Name: _____

Title: _____

W.A. STOCKARD ESTATE

By: _____

Printed Name: _____

Title: _____

JAMES I. RIDDLE ESTATE

By: _____

Printed Name: _____

Title: _____

AYCO ENERGY, LLC

By: _____

Printed Name: _____

Title: _____

BIG THREE ENERGY GROUP LLC

By: _____

Printed Name: _____

Title: _____

BIG "6" DRILLING COMPANY

By: _____

Printed Name: _____

Title: _____

CHESTER B. BENGE, JR.

By: _____

Printed Name: _____

Title: _____

W.H. SMITH ESTATE

By: _____

Printed Name: _____

Title: _____

MICHAEL STONE

By: _____

Printed Name: _____

Title: _____

JACK BURNETT

By: _____

Printed Name: _____

Title: _____

MARGUERITE B. GRIFFITH

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 2014, by Mona D. Ables, Vice President of Land of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 2014,
by _____

Notary Public in and for the State of _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT:

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 2014,
by _____, as _____
of _____, a _____ company, on
behalf of said company.

Notary Public in and for the State of _____
My Commission Expires: _____

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated
January 17, 2014, between COG Operating LLC, as Operator, and
Marathon Oil Company, LP, et al, as Non-Operator(s),
covering lands in Lea County, New Mexico.

1. Oil and Gas Leases and/or Oil and Gas Interests:

Lessor: Virgil McKnight and his wife, Mary Marguerite McKnight
Lessee: The Ohio Oil Company
Dated: April 24, 1958
Recorded: Book 167, Page 89, Oil & Gas Records, Lea County, New Mexico
Royalty: 1/6 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Lea County, New Mexico

Lessor: Clarabel Owens
Lessee: The Ohio Oil Company
Dated: April 24, 1958
Recorded: Book 167, Page 75, Oil & Gas Records, Lea County, New Mexico
Royalty: 1/6 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Section 7:
Insofar as said lease covers the E2NE, NESE
Lea County, New Mexico

Lessor: Sam Owens
Lessee: The Ohio Oil Company
Dated: April 24, 1958
Recorded: Book 167, Page 79, Oil & Gas Records, Lea County, New Mexico
Royalty: 1/6 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Section 7:
Insofar as said lease covers the E2NE, NESE
Lea County, New Mexico

Lessor: Gene Dalmont and his wife, Annie Dalmont
Lessee: The Ohio Oil Company
Dated: April 26, 1958
Recorded: Book 167, Page 85, Oil & Gas Records, Lea County, New Mexico
Royalty: 1/8 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Section 7:
Insofar as said lease covers the E2NE, NESE
Lea County, New Mexico

Lessor: Margaret A. Hooper Family Estate Trust, by and through Jerry L. Hooper,
as Trustee
Lessee: Featherstone Development Corporation
Dated: July 10, 2011
Recorded: Book 1736, Page 873, Lea County Records, New Mexico
Royalty: 1/4 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Lea County, New Mexico

Lessor: Jeannine Hooper Byron, Trustee of the Jeannine Hooper Byron Trust under Trust Agreement dated June 18, 2003.
Lessee: Featherstone Development Corporation
Dated: July 10, 2011
Recorded: Book 1736, Page 901, Lea County Records, New Mexico
Royalty: 1/4 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Lea County, New Mexico

Lessor: Hooper & Sons, L.L.C.
Lessee: Featherstone Development Corporation
Dated: July 10, 2011
Recorded: Book 1736, Page 905, Lea County Records, New Mexico
Royalty: 1/4 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 6:
Insofar as said lease covers the E2SE
Lea County, New Mexico

Lessor: Hooper & Sons, L.L.C.
Lessee: Featherstone Development Corporation
Dated: July 10, 2011
Recorded: Book 1736, Page 908, Lea County Records, New Mexico
Royalty: 1/4 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the E2NE
Lea County, New Mexico

Lessor: The Jeannine Hooper Byron Trust, Trustee of the Jeannine Hooper Byron Trust under Trust Agreement dated June 18, 2003
Lessee: Featherstone Development Corporation
Dated: July 10, 2011
Recorded: Book 1736, Page 892, Lea County Records, New Mexico
Royalty: 1/4 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the E2NE
Lea County, New Mexico

Lessor: The Margaret A. Hooper Family Estate Trust
Lessee: Featherstone Development Corporation
Dated: July 10, 2011
Recorded: Book 1736, Page 870, Lea County Records, New Mexico
Royalty: 1/4 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the E2NE
Lea County, New Mexico

Lessor: Virgil McKnight and wife, Mary Margaret McKnight
Lessee: The Ohio Oil Company
Dated: April 24, 1958
Recorded: Book 167, Page 89 Oil & Gas Records, Lea County, New Mexico
Royalty: 1/6 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the E2NE, NESE
Lea County, New Mexico

Lessor: Guy H. Hooper and wife, Mabel Hooper
Lessee: Humble Oil & Refining Company
Dated: September 14, 1963
Recorded: Book 224, Page 18 Oil & Gas Records, Lea County, New Mexico
Royalty: 3/16 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the NESE
Lea County, New Mexico

Lessor: The New Mexico Baptist Foundation, Inc., Trustee for New Mexico Baptist Children's Home, Inc.
Lessee: Featherstone Development Corporation
Dated: November 9, 2012
Recorded: Book 1817, Page 318 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Lessor: Katherine Jane Moore and Michael Joseph Paranay, Successor Co-Trustees of the W. Austin and Jane Onley Danley Trust
Lessee: Featherstone Development Corporation
Dated: January 25, 2013
Recorded: Book 1819, Page 982 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Lessor: Karen Danley Abou-Sa'Ada, S&S
Lessee: Featherstone Development Corporation
Dated: January 25, 2013
Recorded: Book 1819, Page 974 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Lessor: Karen Danley Abou-Sa'Ada, Trustee of the Alonzo L. Danley Trust, dated 8/5/1991, as Restated and amended 11/16/1992
Lessee: Featherstone Development Corporation
Dated: January 25, 2013
Recorded: Book 1819, Page 978 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Lessor: Douglas D. Pack
Lessee: Featherstone Development Corporation
Dated: February 12, 2013
Recorded: Book 1823, Page 60 Lea County Records, New Mexico
Royalty: 1/5 on oil and gas
Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

Lessor: Guy H. Hooper and wife, Mabel Hooper
Lessee: Humble Oil & Refining Company
Dated: September 14, 1963
Recorded: Book 224, Page 18 Oil & Gas Records, Lea County, New Mexico
Royalty: 3/16 on oil and gas
Lands Covered: T-19-S, R-35-E
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Lands Covered: T-19-S, R-35-E
Section 7:
Insofar as said lease covers the SESE
Lea County, New Mexico

2. Restrictions, if any, as to depths, formations or substances:

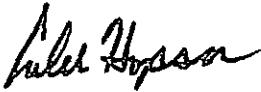
Limited to depths below 10,330 feet.

Please indicate your participation election in the space provided below, sign and return this letter, along with a signed copy of the enclosed AFE and a copy of your geologic requirements, to my attention at the letterhead address. You may also fax your response to 432.221.0856 or by email to chopson@concho.com.

Should you have any questions, please do not hesitate to contact me at 432.686.3049.

Sincerely,

COG Operating LLC



Caleb Hopson, RPL
Landman

CH:bh
Enc

I/We hereby elect to participate in the Airstrip Fee Com #1H.

I/We hereby elect not to participate in the Airstrip Fee Com #1H.

Company: Prospector LLC
By: _____
Name: Oyon Fatherson III
Title: Manager
Date: 1/22/14

Rec 1-27-14

**COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
DRILLING**

WELL NAME: Airstrip Fee Com 1H	PROSPECT NAME:
SHL: 190' FSL & 460' FEL, S7	STATE & COUNTY: NM, Lea
BHL: 2180' FSL & 510' FEL, S6	OBJECTIVE: Oil
FORMATION: 3rd Bone Spring Sand	DEPTH: 17,853
LEGAL: T19S, R35E	TVD: 10,770

INTANGIBLE COSTS	BCP	ACP	TOTAL
Title/Curative/Permit	201 11,000		11,000
Insurance	202 5,000	302	5,000
Damages/Right of Way	203 15,000	303	15,000
Survey/Stake Location	204 7,000	304	7,000
Location/Pit/Road Expense	205 100,000	305 25,000	125,000
Drilling / Completion Overhead	206 6,000	306	6,000
Turnkey Contract	207 0	307	0
Footage Contract	208 0	308	0
Daywork Contract	209 588,000	309	588,000
Directional Drilling Services	210 239,000	310	239,000
Fuel & Power	211 154,000	311 10,000	164,000
Water	212 120,000	312 275,000	395,000
Bits	213 63,000	313 9,000	72,000
Mud & Chemicals	214 100,000	314	100,000
Drill Stem Test	215 0	315	0
Coring & Analysis	216 0		0
Cement Surface	217 30,000		30,000
Cement Intermediate	218 40,000		40,000
Cement 2nd Intermediate/Production	218 0	319 153,000	153,000
Cement Squeeze & Other (Kickoff Plug)	220 0	320	0
Float Equipment & Centralizers	221 35,000	321 30,000	65,000
Casing Crews & Equipment	222 20,000	322 30,000	50,000
Fishing Tools & Service	223 0	323	0
Geologic/Engineering	224 0	324	0
Contract Labor	225 10,000	325 125,000	135,000
Company Supervision	226 0	326	0
Contract Supervision	227 40,000	327 50,000	90,000
Testing Casing/Tubing	228 9,000	328	9,000
Mud Logging Unit	229 27,500	329	27,500
Logging	230 0	330 10,000	10,000
Perforating/Wireline Services	231 15,000	331 218,000	233,000
Stimulation/Treating	231 0	332 3,800,000	3,800,000
Completion Unit	231 0	333 125,000	125,000
Swabbing Unit	231 0	334	0
Rentals-Surface	235 114,000	335 250,000	364,000
Rentals-Subsurface	236 100,000	336 65,000	165,000
Trucking/Forklift/Rig Mobilization	237 290,000	337 25,000	315,000
Welding Services	238 5,000	338 7,500	12,500
Water Disposal	239 0	339 262,000	262,000
Plug to Abandon	240 0	340	0
Seismic Analysis	241 0	341	0
Closed Loop & Environmental	244 168,000	344 10,000	178,000
Miscellaneous	242 0	342	0
Contingency	243 118,500	343 50,000	168,500
TOTAL INTANGIBLES	2,428,000	5,527,500	7,955,500

TANGIBLE COSTS			
Surface Casing	401 67,000		67,000
Intermediate Casing	402 86,000	503	86,000
Production Casing	402 0	503 337,000	337,000
Tubing	405 0	504 65,000	65,000
Wellhead Equipment	405 20,000	505 35,000	55,000
Pumping Unit	405 0	506 115,000	115,000
Prime Mover	405 0	507 20,000	20,000
Rods	405 0	508 55,000	55,000
Pumps	405 0	509 75,000	75,000
Tanks	405 0	510 75,000	75,000
Flowlines	405 0	511 30,000	30,000
Heater Treater/Separator	405 0	512 80,000	80,000
Electrical System	405 0	513	0
Packers/Anchors/Hangers	414 0	514 10,000	10,000
Couplings/Fittings/Valves	415 0	515 135,000	135,000
Gas Compressors/Meters	415 0	516 8,100	8,100
Dehydrator	415 0	517	0
Injection Plan/CO2 Equipment	415 0	518	0
Miscellaneous	419 0	519	0
Contingency	420 9,000	520 63,900	72,900
TOTAL TANGIBLES	182,000	1,094,000	1,276,000
TOTAL WELL COSTS	2,610,000	6,621,500	9,231,500

COG Operating LLC

Date Prepared: 15-Jan-2014

We approve:
% Working Interest

COG Operating LLC

By: M Ellerbe / K LaFortune

Company: *Prospect LLC*
By: _____

Printed Name: *Ken Fathallah*
Title: *Manager*
Date: *1/22/14*

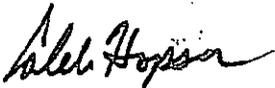
This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

Please indicate your participation election in the space provided below, sign and return this letter, along with a signed copy of the enclosed AFE and a copy of your geologic requirements, to my attention at the letterhead address. You may also fax your response to 432.221.0856 or by email to chopson@concho.com.

Should you have any questions, please do not hesitate to contact me at 432.686.3049.

Sincerely,

COG Operating LLC



Caleb Hopson, RPL
Landman

CH:bh
Enc

I/We hereby elect to participate in the Airstrip Fee Com #1H.

I/We hereby elect not to participate in the Airstrip Fee Com #1H.

Company: Featherstone Development Corporation
By: _____
Name: Alan Featherstone III
Title: President
Date: 1/22/14

Dec 1-27-14

**COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
DRILLING**

WELL NAME: Airstrip Fee Com 1H	PROSPECT NAME:
SHL: 190' FSL & 460' FEL, S7	STATE & COUNTY: NM, Lea
BHL: 2180' FSL & 510' FEL, S6	OBJECTIVE: Oil
FORMATION: 3rd Bone Spring Sand	DEPTH: 17,853
LEGAL: T19S, R35E	TVD: 10,770

INTANGIBLE COSTS	BCP	ACP	TOTAL
Title/Curative/Permit	201	11,000	11,000
Insurance	202	5,000	5,000
Damages/Right of Way	203	15,000	15,000
Survey/Stake Location	204	7,000	7,000
Location/RRS/Road Expense	205	100,000	125,000
Drilling / Completion Overhead	206	6,000	6,000
Turkey Contract	207	0	0
Footage Contract	208	0	0
Daywork Contract	209	588,000	588,000
Directional Drilling Services	210	239,000	239,000
Fuel & Power	211	154,000	164,000
Water	212	120,000	395,000
Bits	213	63,000	9,000
Mud & Chemicals	214	100,000	100,000
Drill Stem Test	215	0	0
Coring & Analysis	216	0	0
Cement Surface	217	30,000	30,000
Cement Intermediate	218	40,000	40,000
Cement 2nd Intermediate/Production	218	0	153,000
Cement Squeeze & Other (Kickoff Plug)	220	0	0
Flcat Equipment & Centralizers	221	35,000	30,000
Casing Crews & Equipment	222	20,000	30,000
Fishing Tools & Service	223	0	0
Geologic/Engineering	224	0	0
Contract Labor	225	10,000	125,000
Company Supervision	226	0	0
Contract Supervision	227	40,000	50,000
Testing Casing/Tubing	228	9,000	9,000
Mud Logging Unit	229	27,500	27,500
Logging	230	0	10,000
Perforating/Wireline Services	231	15,000	216,000
Stimulation/Treating		0	3,800,000
Completion Unit		0	125,000
Swabbing Unit		0	0
Rentals-Surface	235	114,000	250,000
Rentals-Subsurface	236	100,000	65,000
Trucking/Forklift/Rig Mobilization	237	290,000	25,000
Welding Services	238	5,000	7,500
Water Disposal	239	0	262,000
Plug to Abandon	240	0	0
Seismic Analysis	241	0	0
Closed Loop & Environmental	244	168,000	10,000
Miscellaneous	242	0	0
Contingency	243	116,500	50,000
TOTAL INTANGIBLES		2,428,000	5,527,500

TANGIBLE COSTS			
Surface Casing	401	67,000	67,000
Intermediate Casing	402	486,000	88,000
Production Casing		0	337,000
Tubing		0	65,000
Wehead Equipment	405	20,000	55,000
Pumping Unit		0	115,000
Prime Mover		0	20,000
Rods		0	55,000
Pumps		0	75,000
Tanks		0	75,000
Flowlines		0	30,000
Heater Treater/Separator		0	80,000
Electrical System		0	0
Packers/Anchors/Hangers	414	0	10,000
Couplings/Fittings/Valves	415	0	135,000
Gas Compressors/Meters		0	8,100
Dehydrator		0	0
Injection Plant/CO2 Equipment		0	0
Miscellaneous	419	0	0
Contingency	420	9,000	63,900
TOTAL TANGIBLES		182,000	1,094,000
TOTAL WELL COSTS		2,610,000	6,621,500

COG Operating LLC

Date Prepared: 15-Jan-2014

We approve:
% Working Interest

COG Operating LLC

By: M Elerbe / K LaFortune

Company: Featherstone Development Corporation
By:

Printed Name: Olen Featherstone III
Title: President
Date: 1/22/14

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

Please indicate your participation election in the space provided below, sign and return this letter, along with a signed copy of the enclosed AFE and a copy of your geologic requirements, to my attention at the letterhead address. You may also fax your response to 432.221.0856 or by email to chopson@concho.com.

Should you have any questions, please do not hesitate to contact me at 432.686.3049.

Sincerely,

COG Operating LLC



Caleb Hopson, RPL
Landman

CH:bh
Enc

I/We hereby elect to participate in the Airstrip Fee Com #1H.

I/We hereby elect not to participate in the Airstrip Fee Com #1H.

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

J.M. Woliver
Chevron U.S.A. Inc.
J.M. Woliver
NO. IV Manager
2/20/2014

**COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
DRILLING**

WELL NAME: <u>Airstrip Fee Com 1H</u>	PROSPECT NAME:
SHL: <u>190' FSL & 460' FEL, S7</u>	STATE & COUNTY: <u>NM, Lea</u>
BHL: <u>2180' FSL & 510' FEL, S6</u>	OBJECTIVE: <u>Oil</u>
FORMATION: <u>3rd Bone Spring Sand</u>	DEPTH: <u>17,853</u>
LEGAL: <u>T19S, R35E</u>	TVD: <u>10,770</u>

		BCP	ACP	TOTAL
INTANGIBLE COSTS				
Title/Curative/Permit	201	11,000		11,000
Insurance	202	5,000		5,000
Damages/Right of Way	203	15,000		15,000
Survey/Stake Location	204	7,000		7,000
Location/Pits/Road Expense	205	100,000	25,000	125,000
Drilling / Completion Overhead	206	6,000		6,000
Turnkey Contract	207	0		0
Footage Contract	208	0		0
Daywork Contract	209	588,000		588,000
Directional Drilling Services	210	239,000		239,000
Fuel & Power	211	154,000	10,000	164,000
Water	212	120,000	275,000	395,000
Bits	213	63,000	9,000	72,000
Mud & Chemicals	214	100,000		100,000
Drill Stem Test	215	0		0
Coring & Analysis	216	0		0
Cement Surface	217	30,000		30,000
Cement Intermediate	218	40,000		40,000
Cement 2nd Intermediate/Production	218	0	153,000	153,000
Cement Squeeze & Other (Kickoff Plug)	220	0		0
Float Equipment & Centralizers	221	35,000	30,000	65,000
Casing Crows & Equipment	222	20,000	30,000	50,000
Fishing Tools & Service	223	0		0
Geologic/Engineering	224	0		0
Contract Labor	225	10,000	125,000	135,000
Company Supervision	226	0		0
Contract Supervision	227	40,000	50,000	90,000
Testing Casing/Tubing	228	9,000		9,000
Mud Logging Unit	229	27,500		27,500
Logging	230	0	10,000	10,000
Perforating/Wireline Services	231	15,000	216,000	231,000
Stimulation/Treating		0	3,600,000	3,600,000
Completion Unit		0	125,000	125,000
Swabbing Unit		0		0
Rentals-Surface	235	114,000	250,000	364,000
Rentals-Subsurface	236	100,000	65,000	165,000
Trucking/Forklift/Rig Mobilization	237	290,000	25,000	315,000
Welding Services	238	5,000	7,500	12,500
Water Disposal	239	0	262,000	262,000
Plug to Abandon	240	0		0
Seismic Analysis	241	0		0
Closed Loop & Environmental	244	168,000	10,000	178,000
Miscellaneous	242	0		0
Contingency	243	116,500	60,000	166,500
TOTAL INTANGIBLES		2,428,000	5,527,500	7,955,500

		BCP	ACP	TOTAL
TANGIBLE COSTS				
Surface Casing	401	67,000		67,000
Intermediate Casing	402	86,000		86,000
Production Casing		0	337,000	337,000
Tubing		0	65,000	65,000
Wellhead Equipment	405	20,000	35,000	55,000
Pumping Unit		0	115,000	115,000
Prime Mover		0	20,000	20,000
Rods		0	55,000	55,000
Pumps		0	75,000	75,000
Tanks		0	75,000	75,000
Flowlines		0	30,000	30,000
Heater Treater/Separator		0	80,000	80,000
Electrical System		0		0
Packers/Anchors/Hangers	414	0	10,000	10,000
Couplings/Fittings/Valves	415	0	135,000	135,000
Gas Compressors/Meters		0	8,100	8,100
Dehydrator		0		0
Injection Plant/CO2 Equipment		0		0
Miscellaneous	419	0		0
Contingency	420	9,000	53,900	62,900
TOTAL TANGIBLES		182,000	1,094,000	1,276,000
TOTAL WELL COSTS		2,610,000	6,621,500	9,231,500

COG Operating LLC

Date Prepared: 15-Jan-2014

COG Operating LLC

By: M Elterbe / K LaFortune

We approve:
2.48% Working Interest

Company:

By: *J. M. Welliver*

Printed name:

Title:

Date: 12/20/2014

Chevron U.S.A. Inc.

J. M. Welliver

NOJV Manager

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

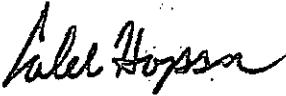
Revised Well Proposal and AFE
January 20, 2014
Page 2

Please indicate your participation election in the space provided below, sign and return this letter, along with a signed copy of the enclosed AFE and a copy of your geologic requirements, to my attention at the letterhead address. You may also fax your response to 432.221.0856 or by email to chopson@concho.com.

Should you have any questions, please do not hesitate to contact me at 432.686.3049.

Sincerely,

COG Operating LLC



Caleb Hopson, RPL
Landman

CH:bh
Enc

I/We hereby elect to participate in the Airstrip Fee Com #1H.

I/We hereby elect not to participate in the Airstrip Fee Com #1H.

Company: Big Three Energy Group, LLC
By: _____
Name: Olen Featherstone III
Title: Manager
Date: 1/22/14

Rec 1-27-14

**COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
DRILLING**

WELL NAME: Airstrip Fee Com 1H	PROSPECT NAME:
SHL: 190' FSL & 460' FEL, S7	STATE & COUNTY: NM, Lea
BHL: 2180' FSL & 510' FEL, S6	OBJECTIVE: Oil
FORMATION: 3rd Bone Spring Sand	DEPTH: 17,853
LEGAL: T19S, R35E	TVD: 10,770

INTANGIBLE COSTS	BCP	ACP	TOTAL
Title/Curative/Permit	201 11,000		11,000
Insurance	202 5,000	302	5,000
Damages/Right of Way	203 15,000	303	15,000
Survey/Stake Location	204 7,000	304	7,000
Location/Pits/Road Expense	205 100,000	305	125,000
Drilling / Completion Overhead	208 6,000	306	6,000
Turnkey Contract	207 0	307	0
Footage Contract	208 0	308	0
Daywork Contract	209 588,000	309	588,000
Directional Drilling Services	210 239,000	310	239,000
Fuel & Power	211 154,000	311	164,000
Water	212 120,000	312 275,000	395,000
Bits	213 63,000	313 9,000	72,000
Mud & Chemicals	214 100,000	314	100,000
Drill Stem Test	215 0	315	0
Coring & Analysis	216 0		0
Cement Surface	217 30,000		30,000
Cement Intermediate	218 40,000		40,000
Cement 2nd Intermediate/Production	218 0	319 153,000	153,000
Cement Squeeze & Other (Kickoff Plug)	220 0	320	0
Float Equipment & Centralizers	221 35,000	321 30,000	65,000
Casing Crews & Equipment	222 20,000	322 30,000	50,000
Fishing Tools & Service	223 0	323	0
Geologic/Engineering	224 0	324	0
Contract Labor	225 10,000	325 125,000	135,000
Company Supervision	226 0	326	0
Contract Supervision	227 40,000	327 50,000	90,000
Testing Casing/Tubing	228 9,000	328	9,000
Mud Logging Unit	229 27,500	329	27,500
Logging	230 0	330 10,000	10,000
Perforating/Wireline Services	231 15,000	331 216,000	231,000
Stimulation/Treating		332 3,800,000	3,800,000
Completion Unit		333 125,000	125,000
Swabbing Unit		334	0
Rentals-Surface	235 114,000	335 250,000	364,000
Rentals-Subsurface	236 100,000	336 65,000	165,000
Trucking/Forklift/Rig Mobilization	237 290,000	337 25,000	315,000
Welding Services	238 5,000	338 7,500	12,500
Water Disposal	239 0	339 262,000	262,000
Plug to Abandon	240 0	340	0
Seismic Analysis	241 0	341	0
Closed Loop & Environmental	244 168,000	344 10,000	178,000
Miscellaneous	242 0	342	0
Contingency	243 118,500	343 160,000	168,500
TOTAL INTANGIBLES	2,428,000	5,527,500	7,955,500
TANGIBLE COSTS			
Surface Casing	401 67,000		67,000
Intermediate Casing	402 86,000	503	86,000
Production Casing		503 337,000	337,000
Tubing		504 65,000	65,000
Wellhead Equipment	405 20,000	505 35,000	55,000
Pumping Unit		506 115,000	115,000
Prime Mover		507 20,000	20,000
Rods		508 55,000	55,000
Pumps		509 75,000	75,000
Tanks		510 75,000	75,000
Flowlines		511 30,000	30,000
Heater/Treater/Separator		512 80,000	80,000
Electrical System		513	0
Packers/Anchors/Hangers	414 0	514 10,000	10,000
Couplings/Fittings/Valves	415 0	515 135,000	135,000
Gas Compressors/Meters		516 8,100	8,100
Dehydrator		517	0
Injection Plant/CO2 Equipment		518	0
Miscellaneous	419 0	519	0
Contingency	420 9,000	520 53,900	62,900
TOTAL TANGIBLES	182,000	1,094,000	1,276,000
TOTAL WELL COSTS	2,610,000	6,621,500	9,231,500

COG Operating LLC

Date Prepared: 15-Jan-2014

COG Operating LLC

By: M Elberbe / K LaFortune

We approve:

% Working Interest

Company: Pro Three Energy Group, LLC

By:

Printed Name: Alan Leatherstone III

Title: Manager

Date: 1/22/14

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

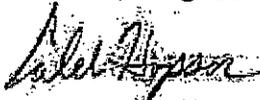
Revised Well Proposal and AFE
January 20, 2014
Page 2

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Should you have any questions, please do not hesitate to contact me at 432.686.3049.

Sincerely,

COG Operating LLC



Caleb Hopson, RPL
Landman

CH:bh
Enc

I/We hereby elect to participate in the Airstrip Fee Com #1H.

I/We hereby elect not to participate in the Airstrip Fee Com #1H.

Company: ATCO ENERGY, LLC
By: [Signature]
Name: John B. Ashman
Title: President
Date: 1/27/14

Rec 1-27-14

**COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
DRILLING**

WELL NAME: Airstrip Fee Com 1H	PROSPECT NAME:
SHL: 190' FSL & 460' FEL, S7	STATE & COUNTY: NM; Lea
BHL: 2180' FSL & 510' FEL, S6	OBJECTIVE: Oil
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		BCP	ACP	TOTAL
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Damages/Right of Way	203	15,000		15,000
Survey/Slake Location	204	7,000		7,000
Location/Pits/Road Expense	205	100,000	25,000	125,000
Drilling / Completion Overhead	206	6,000		6,000
Turkey Contract	207	0		0
Footage Contract	208	0		0
Daywork Contract	209	588,000		588,000
Directional Drilling Services	210	239,000		239,000
Fuel & Power	211	154,000	10,000	164,000
Water	212	120,000	275,000	395,000
Bits	213	63,000	9,000	72,000
Mud & Chemicals	214	100,000		100,000
Drill Stem Test	215	0		0
Coring & Analysis	216	0		0
Cement Surface	217	30,000		30,000
Cement Intermediate	218	40,000		40,000
Cement 2nd Intermediate/Production	218	0	153,000	153,000
Cement Squeeze & Other (Kickoff Plug)	220	0		0
Fleet Equipment & Centralizers	221	35,000	30,000	65,000
Casing Crews & Equipment	222	20,000	30,000	50,000
Fishing Tools & Service	223	0		0
Geologic/Engineering	224	0		0
Contract Labor	225	10,000	125,000	135,000
Company Supervision	226	0		0
Contract Supervision	227	40,000	50,000	90,000
Testing Casing/Tubing	228	9,000		9,000
Mud Logging Unit	229	27,500		27,500
Logging	230	0	10,000	10,000
Perforating/Wireline Services	231	15,000	216,000	231,000
Stimulation/Treating		0	3,800,000	3,800,000
Completion Unit		0	125,000	125,000
Swabbing Unit		0		0
Rentals-Surface	235	114,000	250,000	364,000
Rentals-Subsurface	236	100,000	65,000	165,000
Trucking/Forklift/Rig Mobilization	237	290,000	25,000	315,000
Welding Services	238	5,000	7,500	12,500
Water Disposal	239	0	262,000	262,000
Plug to Abandon	240	0		0
Seismic Analysis	241	0		0
Closed Loop & Environmental	244	168,000	10,000	178,000
Miscellaneous	242	0		0
Contingency	243	116,500	50,000	166,500
TOTAL INTANGIBLES		2,428,000	5,527,500	7,955,500
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Surface Casing	401	67,000		67,000
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Production Casing		0	337,000	337,000
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Wellhead Equipment	405	20,000	35,000	55,000
Pumping Unit		0	115,000	115,000
Prime Mover		0	20,000	20,000
Rods		0	55,000	55,000
Pumps		0	75,000	75,000
Tanks		0	75,000	75,000
Flowlines		0	30,000	30,000
Heater Treater/Separator		0	80,000	80,000
Electrical System		0		0
Packers/Anchors/Hangers	414	0	10,000	10,000
Couplings/Fittings/Valves	415	0	135,000	135,000
Gas Compressors/Meters		0	8,100	8,100
Dehydrator		0		0
Injection Plant/CO2 Equipment		0		0
Miscellaneous	419	0		0
Contingency	420	9,000	53,900	62,900
TOTAL TANGIBLES		182,000	1,094,000	1,276,000
TOTAL WELL COSTS		2,610,000	6,621,500	9,231,500

COG Operating LLC

Date Prepared: 15-Jan-2014

COG Operating LLC

By: M Eberle / K LaFortune

We approve:

 Working Interest
 Company: AYCO ENERGY LLC
 By: J. B. Ashworth
 Printed Name: J. B. Ashworth
 Title: President
 Date: 1/14/14

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

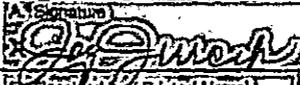
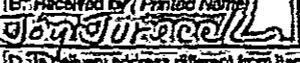
		STATUS OF AIRSTRIP WELL PROPOSAL & JOA SIGNATURES		Status as of 3.13.14
Participating	JOA Sig Pages	Received by Party	Airstrip Fee Com #1H Well Proposal, AFE & JOA Letter	Notes
			Original Mail Date: 1/20/14	
		x	Lynx Petroleum Consultants PO Box 1708 Hobbs, NM 88241	Green Card - No Date
		x	Bright Hawk/ Burkard Venture PO Box 79790 Houston, TX 77279	Green Card NOT Received Resent to 11910 Churchill Court, Houston, TX 77024 on 2.27.14 Delivered on 3.11.14 per USPS
x	x	x	AYCO Energy LLC 2909 Hillcroft Ave, Suite 103 Houston, TX 77057	Green Card - No Date Participating
		x	James I. Riddle Estate c/o Jane A. Lancaster 901 Main St. Suite 6000 Dallas, TX 75202 also: 8920 Chatsworth Houston, TX 77024 also: 4246 Goodfellow Dallas, TX 75229	Green card - 1.23.14 Returned - Unable to Forward Green card - 1.23.14
		x	W.A. Stockard Estate 2008 Kirby Dr., Suite 510 Houston, TX 77019 also: 2001 Kirby Dr., Suite 605 Houston, TX 77019	Green card - 1.23.14 Green card - 1.23.14
		x	Big "6" Drilling Company 7500 San Felipe St., Suite 605 Houston, TX 77063	Green card - 1.23.14
		x	Chester B. Benge, Jr. 7500 San Felipe St., Suite 250 Houston, TX 77063	Green card - 1.27.14
			Marguerite B. Griffith 5416 Sugar Hill Drive Houston, TX 77056	Returned - Unable to Forward
		x	Michael Stone 7500 San Felipe St., Suite 250 Houston, TX 77063	Green card - 1.23.14
		x	Jack Burnett 983 Cash Road Kountze, TX 77625 Also: 7500 San Felipe St., Suite 250 Houston, TX 77063	Green card - 1.27.14 Green card - 1.23.14
		x	W.H. Smith Estate c/o Rowena Reynolds 1311 N. Rusk Wharton, TX 77488	Green card - 1.24.14
		x	Felix A. Fishman and Henry Schneider Under a Trust Indenture by Lucy G. Moses dated 12/24/58 c/o Deutsche Bank Tr. Co. PO Box 1297 New York, NY 10008-1297	Green card - No date

Participating	JOA Sig Pages	Received by Party	Airstrip Fee Com #1H Well Proposal, AFE & JOA Letter	Notes
x	x	x	Featherstone Development Corp. PO Box 429 Roswell, NM 88202	Green card - No date Participating
x	x	x	Prospector LLC PO Box 429 Roswell, NM 88202	Green card - No date Participating
x	x	x	Big Three Energy Group LLC PO Box 429 Roswell, NM 88202	Green card - No date Participating
		x	ExxonMobil PO Box 2024 Houston, TX 77252	Green card - 1.24.14
x	(IP)	x	Chevron USA Inc. Attn: Land Dpt PO Box 4538 Houston, TX 77210	Green card - 1.27.14 Participating
		x	Harvard Petroleum Corporation 200 E. 2nd Street Roswell, NM 88201	Green card - 1.22.14
		x	Compound Properties, LLC PO Box 2990 Ruidoso, NM 88355	Green card - 1.29.14 Sent in error - CH spoke to them

Confirmation Services	Package ID: 9171999991703005144808	Electronic Certified
	Destination ZIP Code: 77056	Priority Envelope or package CBP
	Customer Reference	PBP Account #: 41592288
	Recipient: Madavante B. Griffith	Serial #: 1364097
	Address:	JAN 21 2014 9:56 AM

Returned -
 Unable to forward
 See envelope

Confirmation Services	Package ID: 9171999991703005144914	Electronic Certified
	Destination ZIP Code: 88201	Priority Envelope or package CBP
	Customer Reference	PBP Account #: 41592288
	Recipient: Harvard Petroleum Corp.	Serial #: 1364097
	Address:	JAN 21 2014 9:57 AM

SENDER COMPLETE THIS SECTION		COMPLETED THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <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 <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee B. Filled in (Printed Name) <input type="checkbox"/> Addressee  <input type="checkbox"/> Addressee 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: Harvard Petroleum Corporation 200 E., 2 nd Street Roswell, New Mexico 88201-6212		3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) 91 7199 9991 7030 0514 4914		1. PS Form 3811, February 2004 <input type="checkbox"/> Domestic Return Receipt	