

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

Oil Conservation Division
Case No. 15404 + 15405
Exhibit No. 8



September 30, 2015

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

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

Ladies and Gentlemen:

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

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

Sincerely,

David S. Rhodes
Vice President of Land

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

Agreed to this 6 day of October, 2015.

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



September 30, 2015

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

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

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Sincerely,

David S. Rhodes
Vice President of Land

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Agreed to this 6th day of OCTOBER, 2015.

ZORRO PARTNERS, LTD.

By: Will Hudson
Name: WILL HUDSON
Title: Manager



September 30, 2015

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

RE: AMENDMENT TO JOINT OPERATING AGREEMENT
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Sincerely,

David S. Rhodes
Vice President of Land

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

Agreed to this 5th day of October, 2015.



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



September 30, 2015

EMC Oil and Gas, L.t.d.
3343 Locke Ave., Suite 101
Fort Worth, Texas 76107

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

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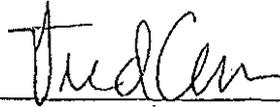
Sincerely,

David S. Rhodes
Vice President of Land

Ltd.

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Agreed to this 6th day of October, 2015.



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

CCCC

RECEIVED
OCT 05 2015
YPC MAIL ROOM

September 30, 2015

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

RE: AMENDMENT TO JOINT OPERATING AGREEMENT
Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated
January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil
Company, et al., as Non-operator covering the W/2 and W/2 E/2 of Section 12,
W/2 of Section 13, and all of Section 24, Township 17 South, Range 31 East,
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amendment to you if all of the parties to the operating agreement agree to amend the
same as provided herein. Should you have any questions regarding this matter, please do
not hesitate to contact us.

Sincerely,



David S. Rhodes
Vice President of Land

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

Agreed to this 27th day of October, 2015.

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



September 30, 2015

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

RE: AMENDMENT TO JOINT OPERATING AGREEMENT
Article XVI, Paragraph "E" of that certain Joint Operating Agreement dated
January 20, 2012, between Burnett Oil Co., Inc. as Operator, and Burnett Oil
Company, et al., as Non-operator covering the W/2 and W/2 E/2 of Section 12,
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not hesitate to contact us.

Sincerely,

David S. Rhodes
Vice President of Land

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

Agreed to this ____ day of _____, 2015.

By:
Name:
Title:

By:
Name:
Title:

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *Kenneth Stoltz* Agent Addressee

B. Received by (Printed Name): _____ C. Date of Delivery: *10/7*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: _____

- Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Restricted Delivery
 - Priority Mail Express
 - Registered Mail
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

9590 9401 0085 5168 7151 66

2. Article Number (Transfer from service label): **7015 0640 0005 0006 8688**

7015 0640 0005 0006 8688

U.S. Postal Service[®]
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Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee	\$ _____
Extra Services & Fees (check box, add fee to appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	\$ _____
Total Post	\$ _____

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

Postmark Here

PS Form 3811, April 2015 PSN 7530-02-000-9083



September 30, 2015

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

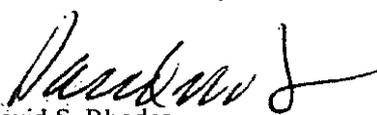
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Agreed to this ____ day of _____, 2015.

By:
Name:
Title:

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature x/BTW <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to	B. Received by (Printed Name) N. ANDERSON	C. Date of Delivery 10-5-15
Yates Petroleum Corporation 105 South 4 th Street Artesia, New Mexico 88210	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
	<input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery	
9590 9401 0085 5168 7751 80 7015 0640 0005 0006 8701	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label)	PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt	

7015 0640 0005 0006 8701

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee	
\$	
Extra Services & Fees (check box, write fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Post	
\$	
Sent To	Yates Petroleum Corporation
Street/PO	105 South 4 th Street
City/State	Artesia, New Mexico 88210
PS Form	4750

Postmark Here



September 30, 2015

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

RE: AMENDMENT TO JOINT OPERATING AGREEMENT
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David S. Rhodes
Vice President of Land

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Agreed to this ____ day of _____, 2015.

By:
Name:
Title:

7015 0640 0005 0006 8695

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ _____

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$ _____
 - Return Receipt (electronic) \$ _____
 - Certified Mail Restricted Delivery \$ _____
 - Adult Signature Required \$ _____
 - Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage \$ _____

Total Postage \$ _____

Sent To **COG Operating LLC**

Street Attn: **Joseph Scott, Landman**

City, State **One Concho Center**

600 West Illinois Avenue

Midland, Texas 79701

PS Form 3800, June 2008 unions