

**SECOND AMENDMENT
TO
GRAYBURG-JACKSON WEST
COOPERATIVE UNIT AGREEMENT
EDDY COUNTY, NEW MEXICO**

On June 23, 1966, the parties to this Second Amendment, or their predecessors in interest, (the "Owners"), entered into a Unit Agreement (the "Agreement") affecting all Leases and interests included within the Unit, which are described in the Agreement, a counterpart of which is recorded in Volume 170, page 109, of the official records of the County Clerk, Eddy County, New Mexico. The Agreement was subsequently amended by the Owners pursuant to that 1st Amendment dated March 1, 1968 to include additional lands. The Unit is now comprised of the following lands:

Township 17 South, Range 29 East, NMPM

Section 15: W1/2SW1/4
Section 16: All
Section 21: All
Section 22: W1/2W1/2, E1/2NW1/4,
NE1/4SW1/4, NW1/4NE1/4
Section 27: W1/2SW1/4
Section 28: All

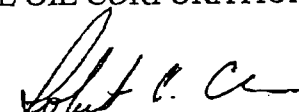
Owners, by unanimous consent, desire to amend the Unit Agreement. For adequate consideration and the mutual benefits to be derived by the Owners, being all parties (or their successors) to the Agreement, as amended by the 1st Amendment thereof, hereby amend the fourth and fifth unnumbered paragraphs of the first page of the Agreement (Volume 170, page 111), to the extent they refer to and define the Unitized Formation, as follows:

The Unitized Formation extends to and includes all formations from the top of the Seven Rivers formation to the base of the Glorieta-Yeso (Paddock) formation, being those depths from 1,116' to 4,636' below the Kelly Bushing as shown on the Schlumberger Platform Express Three Detector Litho-Density Compensated Neutron/HNGS Log of the Diamondbacks State No. 1 Well located 2,040' from the north line and 2,140' from the east line of Section 28, Township 17 South, Range 29 East, Eddy County, New Mexico. All other terms and provisions of the Agreement referring to the Unitized Formation, either directly or indirectly, are amended to conform herewith.

This Amendment is executed by all Owners as of the date of the acknowledgment of their signatures, but is deemed effective, for all purposes, as of December 1, 2005, the Effective Date. It may be executed in multiple counterparts, which, when taken together, shall be deemed one and the same instrument. As required in the Agreement, it shall become effective, as of the stated Effective Date, when all Owners have signed this Amendment or a counterpart of it.

CHASE OIL CORPORATION

By:

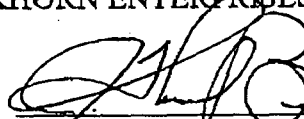


Robert C. Chase

Title: President

BUCKHORN ENTERPRISES CORPORATION

By:



J. Thomas Brewer

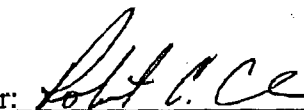
Title: President

Owner:



RICHARD LANCE CHASE

Owner:



ROBERT CHASE

Owner:



GERENE, DIANNE CHASE CROUCH

By: Rebecca S. Ericson
Attorney in Fact

Owner:



BILL CHASE

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 15th day of December, 2005, by Robert C. Chase, President of CHASE OIL CORPORATION, a New Mexico corporation, on behalf of said corporation.



Notary Public in and for the State of New Mexico

Printed Name: Staci D. Sanders

Commission Expires: 2/15/09

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 19th day of December, 2005, by J. Thomas Brewer, President of BUCKHORN ENTERPRISES CORPORATION, a New Mexico corporation, on behalf of said corporation.



Notary Public in and for the State of New Mexico

Printed Name: Staci D. Sanders

Commission Expires: 2/15/09

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

This instrument was acknowledged before me on this 15th day of December 2005 by
RICHARD LANCE CHASE.



Notary Public in and for the State of New Mexico

Printed Name: Staci D. Sanders

Commission Expires: 2/15/09

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

This instrument was acknowledged before me on this 15th day of December, 2005 by ROBERT CHASE.



OFFICIAL SEAL
STACI D. SANDERS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2/15/09

Staci D. Sanders
Notary Public in and for the State of New Mexico

Printed Name: Staci D. Sanders

Commission Expires: 2/15/09

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

This instrument was acknowledged before me on this 15th day of December, 2005 by Rebecca S. Ericson, Attorney in Fact for GERENE DIANE CHASE CROUCH.



OFFICIAL SEAL
STACI D. SANDERS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2/15/09

RENE DIANE CHASE CROUCH,
Staci D. Sanders
 Notary Public in and for the State of New Mexico

Printed Name: Staci D. Sanders

Commission Expires: 2/15/09

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

This instrument was acknowledged before me on this 16th day of December, 2005 by
BILL CHASE.



OFFICIAL SEAL
STACI D. SANDERS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2-15-09

Staci D. Sanders
Notary Public in and for the State of New Mexico

Printed Name: Staci D. Sanders

Commission Expires: 2/15/09

**RATIFICATION OF SECOND AMENDMENT
TO GRAYBURG-JACKSON WEST
COOPERATIVE UNIT AGREEMENT
EDDY COUNTY, NEW MEXICO**

RECEIVED
DEC 15 2006

**Grayburg-Jackson West Cooperative Unit Agreement
Eddy County, New Mexico**

Effective Date: June 23, 1966: Approved: October 4, 1966

Filed of Record: Book 170/Page 109, Eddy County Clerk's Office

1st Amendment: March 1, 1968

The undersigned (and each of them if there is more than one party signing this Ratification), is a Working Interest Owner, Royalty Owner, or Owner within the meaning of the Unit Agreement creating the Unit referenced above (the "Agreement") and as amended by the First Amendment dated March 1, 1968. The undersigned desires to ratify, adopt, and become bound by the Second Amendment to the Unit Agreement to the extent of the undersigned's interest in oil and gas leases, mineral, royalty, and/or leasehold interests, and lands included in the Unit.

For the consideration and purposes stated in the Second Amendment to the Unit Agreement, the undersigned adopts, ratifies, and confirms the Second Amendment to the Unit Agreement. All of the terms and provisions of the Second Amendment to the Unit Agreement are incorporated into this Ratification, by reference, for all purposes. This Ratification shall have the same effect as if the undersigned had executed, acknowledged, and delivered the original or a counterpart of the Second Amendment to the Unit Agreement.

The undersigned has received and read a complete copy of the Second Amendment to the Unit Agreement before signing this Ratification. No representations have been made to the undersigned other than those contained in the Second Amendment to the Unit Agreement.

The undersigned execute this Ratification and unconditionally deliver it as of the date set opposite the undersigned's signature, agreeing that this Ratification shall be effective as to the undersigned's interest in the Unit as of the Effective Date of the Second Amendment to the Unit Agreement.

MOSSMAN-MIDWEST COMPANY

Date: 12/14/05

Margaret R. Barbour
Margaret R. Barbour, President *Vice President*

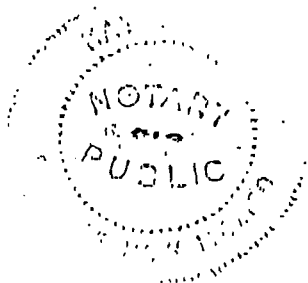
STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 14th day of December, 2005, by Margaret R. Barbour, President of MOSSMAN-MIDWEST COMPANY.

Kay Sradar
Notary Public in and for the State of New Mexico

Printed Name: Kay Sradar

Commission Expires: 11-30-2007



**RATIFICATION OF SECOND AMENDMENT
TO GRAYBURG-JACKSON WEST
COOPERATIVE UNIT AGREEMENT
EDDY COUNTY, NEW MEXICO**

Grayburg-Jackson West Cooperative Unit Agreement

Eddy County, New Mexico

Effective Date: June 23, 1966: Approved: October 4, 1966

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COG OIL & GAS LP

By: COG Operating LLC, its general partner

Date: April 10, 2006


David M. Thomas, III

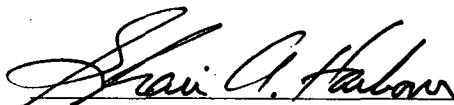
Vice President of Exploration and Land 

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 10th day of April 2006, by David M. Thomas, III, Vice President of Exploration and Land of COG Operating LLC, general partner of COG Oil & Gas LP.

My Commission Expires:

9-6-08



Notary Public in and for the State of Texas

