

A.A.P.L. FORM 610-1982
MODEL FORM OPERATING AGREEMENT



WHITE TIP (12) 00 PROSPECT

Case 12396

OPERATING AGREEMENT

DATED

JUNE 15, 2000

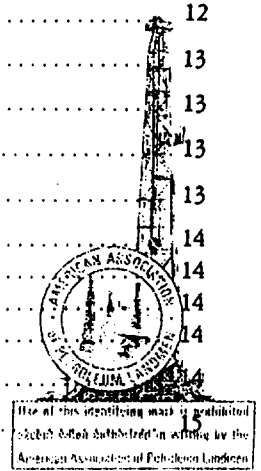
OPERATOR NEARBURG PRODUCING COMPANY

CONTRACT AREA The East Half (E/2) of Section 12, T-22-S, R-25-E

COUNTY ~~OKLAHOMA~~ OF EDDY STATE OF NEW MEXICO

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Nearburg Producing Company, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein 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 "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and 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.
- B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.
- C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.
- D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".
- E. 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 or as fixed by express agreement of the Drilling Parties.
- F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.
- G. 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.
- H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

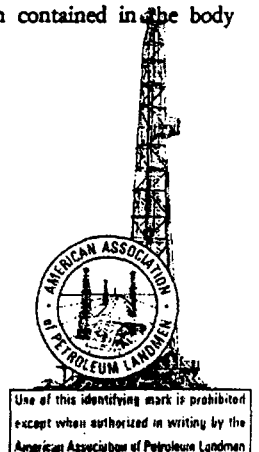
Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II.
EXHIBITS

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

- A. Exhibit "A", shall include the following information:
 - (1) Identification of lands subject to this agreement,
 - (2) Restrictions, if any, as to depths, formations, or substances,
 - (3) Percentages or fractional interests of parties to this agreement,
 - (4) Oil and gas leases and/or oil and gas interests subject to this agreement,
 - (5) Addresses of parties for notice purposes.
- B. Exhibit "B", Form of Lease.
- C. Exhibit "C", Accounting Procedure.
- D. Exhibit "D", Insurance.
- E. Exhibit "E", Gas Balancing Agreement.
- F. Exhibit "F", Non-Discrimination and Certification of Non-Segregated Facilities. Notice of Joint Operating Agreement
- G. Exhibit "G", Tax Partnership.

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



ARTICLE III.
INTERESTS OF PARTIES

A. Oil and Gas Interests:

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

B. Interests of Parties in Costs and Production:

Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their interests are set forth in Exhibit "A". In the same manner, the parties shall also own all production of oil and gas from the Contract Area subject to the payment of royalties ~~to the extent of~~ due on each party's share of production which shall be borne as hereinafter set forth.

Regardless of which party has contributed the lease(s) and/or oil and gas interest(s) hereto on which royalty is due and payable, each party entitled to receive a share of production of oil and gas from the Contract Area shall bear and shall pay or deliver, or cause to be paid or delivered, to the extent of its interest in such production, the royalty amount stipulated hereinabove and shall hold the other parties free from any liability therefor. No party shall ever be responsible, however, on a price basis higher than the price received by such party, to any other party's lessor or royalty owner, and if any such other party's lessor or royalty owner should demand and receive settlement on a higher price basis, the party contributing the affected lease shall bear the additional royalty burden attributable to such higher price.

Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby.

C. Excess Royalties, Overriding Royalties and Other Payments:

Unless changed by other provisions, if the interest of any party in any lease covered hereby is subject to any royalty, overriding royalty, production payment or other burden on production in excess of the amount stipulated in Article III.B., such party so burdened shall assume and alone bear all such excess obligations and shall indemnify and hold the other parties hereto harmless from any and all claims and demands for payment asserted by owners of such excess burden.

D. Subsequently Created Interests:

If any party should hereafter create an overriding royalty, production payment or other burden payable out of production attributable to its working interest hereunder, or if such a burden existed prior to this agreement and is not set forth in Exhibit "A", or was not disclosed in writing to all other parties prior to the execution of this agreement by all parties, or is not a jointly acknowledged and accepted obligation of all parties (any such interest being hereinafter referred to as "subsequently created interest" irrespective of the timing of its creation and the party out of whose working interest the subsequently created interest is derived being hereinafter referred to as "burdened party"), and:

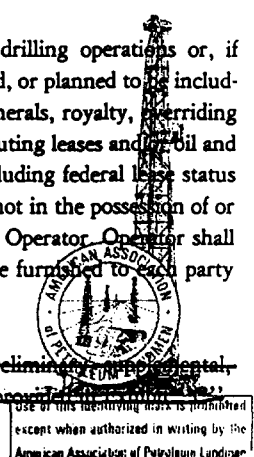
- 1. If the burdened party is required under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or the production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of said subsequently created interest and the burdened party shall indemnify and save said other party, or parties, harmless from any and all claims and demands for payment asserted by owners of the subsequently created interest; and,
- 2. If the burdened party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the subsequently created interest in the same manner as they are enforceable against the working interest of the burdened party.

ARTICLE IV.
TITLES

A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and/or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and/or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including federal lease status reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of the title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

Option No. 1. Costs incurred by Operator in procuring abstracts and title examination (including preliminary title opinions, mineral shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "A" and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.



ARTICLE IV
continued

1 Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination
2 (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties
3 in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Ex-
4 hibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above
5 functions.
6

7 Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection
8 with leases or oil and gas interests contributed by such party. Operator shall be responsible for the preparation and recording of pooling
9 designations or declarations as well as the conduct of hearings before governmental agencies for the securing of spacing or pooling orders.
10 This shall not prevent any party from appearing on its own behalf at any such hearing.
11

12 No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above
13 provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to par-
14 ticipate in the drilling of the well.
15

16 **B. Loss of Title:**
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18 1. Failure of Title: Should any oil and gas interest or lease, or interest therein, be lost through failure of title, which loss results in a
19 reduction of interest from that shown on Exhibit "A", the party contributing the affected lease or interest shall have ninety (90) days
20 from final determination of title failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisi-
21 tion will not be subject to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining oil
22 and gas leases and interests: and,

23 (a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone the entire loss and it shall not be
24 entitled to recover from Operator or the other parties any development or operating costs which it may have theretofore paid or incurred,
25 but there shall be no additional liability on its part to the other parties hereto by reason of such title failure;

26 (b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has
27 been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has oc-
28 curred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract
29 Area by the amount of the interest lost;

30 (c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is
31 increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such in-
32 terest (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such
33 well;

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

37 (e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be
38 borne by the party or parties whose title failed in the same proportions in which they shared in such prior production; and,

39 (f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest
40 claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in
41 connection therewith.
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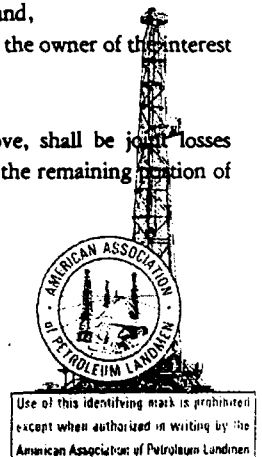
43 2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well
44 payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates,
45 there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required
46 payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment,
47 which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the
48 date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in
49 the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the
50 required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to
51 the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it
52 shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled
53 or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

54 (a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis,
55 up to the amount of unrecovered costs;

56 (b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of
57 oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease
58 termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said
59 portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and,

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

63 3. Other Losses: All losses incurred, other than those set forth in Articles IV.B.1. and IV.B.2. above, shall be joint losses
64 and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of
65 the Contract Area.
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ARTICLE V.
OPERATOR

A. Designation and Responsibilities of Operator:

Nearburg Producing Company

shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

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

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest hereunder in the Contract Area, or is no longer capable of serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A"; provided, however, if an Operator which has been removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of the Operator that was removed.

C. Employees:

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

D. Drilling Contracts:

All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature.

ARTICLE VI.
DRILLING AND DEVELOPMENT

A. Initial Well:

On or before the 1st day of February, 2001, XXXXX, Operator shall be authorized to commence the drilling of a well for oil and gas at the following location:

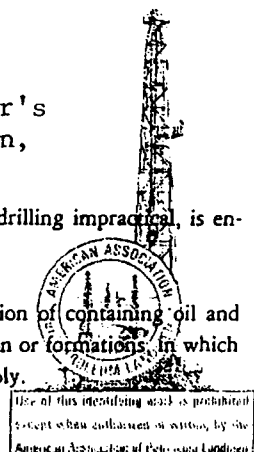
660' FSL and 710' FEL of Section 12, T-22-S, R-25-E
Eddy County, New Mexico

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

a total depth of 11,700' or to a depth sufficient in Operator's opinion to penetrate and adequately test the Morrow formation,

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or abandon the well at a lesser depth.

Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which event Operator shall be required to test only the formation or formations to which this agreement may apply.



ARTICLE VI

continued

1 If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the
2 well as a dry hole, the provisions of Article VI.E.1. shall thereafter apply.
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6 B. Subsequent Operations:
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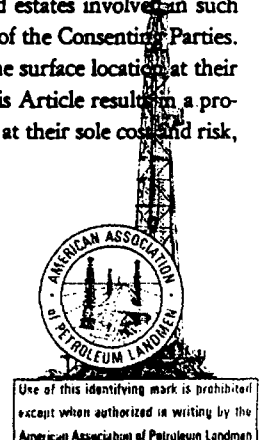
8 1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area other than the well provided
9 for in Article VI.A., or to rework, deepen or plug back a dry hole drilled at the joint expense of all parties or a well jointly owned by all
10 the parties and not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the
11 other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective forma-
12 tion and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice
13 within which to notify the party wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drill-
14 ing rig is on location, notice of a proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be
15 limited to forty-eight (48) hours, exclusive of Saturday, Sunday and legal holidays. Failure of a party receiving such notice to reply within
16 the period above fixed shall constitute an ^{irrevocable} election by that party not to participate in the cost of the proposed operation. Any notice or
17 response given by telephone shall be promptly confirmed in writing. *Such election shall be irrevocable.
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21 If all parties elect to participate in such a proposed operation, Operator shall, within ninety (90) days after expiration of the notice
22 period of thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period when a drilling rig is on loca-
23 tion, as the case may be), actually commence the proposed operation and complete it with due diligence at the risk and expense of all par-
24 ties hereto; provided, however, said commencement date may be extended upon written notice of same by Operator to the other parties,
25 for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such additional time is reasonably necessary to obtain
26 permits from governmental authorities, surface rights (including rights-of-way) or appropriate drilling equipment, or to complete title ex-
27 amination or curative matter required for title approval or acceptance. Notwithstanding the force majeure provisions of Article XI, if the
28 actual operation has not been commenced within the time provided (including any extension thereof as specifically permitted herein) and
29 if any party hereto still desires to conduct said operation, written notice proposing same must be resubmitted to the other parties in accor-
30 dance with the provisions hereof as if no prior proposal had been made.
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34 2. Operations by Less than All Parties: If any party receiving such notice as provided in Article VI.B.1. or VII.D.1. (Option
35 No. 2) elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this Article, the party or parties
36 giving the notice and such other parties as shall elect to participate in the operation shall, within ninety (90) days after the expiration of
37 the notice period of thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period when a drilling rig is
38 on location, as the case may be) actually commence the proposed operation and complete it with due diligence. Operator shall perform all
39 work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is
40 a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed opera-
41 tion for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Con-
42 senting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and con-
43 ditions of this agreement.
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47 If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable
48 notice period, shall advise the Consenting Parties of the total interest of the parties approving such operation and its recommendation as
49 to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours
50 (exclusive of Saturday, Sunday and legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit par-
51 ticipation to such party's interest as shown on Exhibit "A" or (b) carry its proportionate part of Non-Consenting Parties' interests, and
52 failure to advise the proposing party shall be deemed an election under (a). In the event a drilling rig is on location, the time permitted for
53 such a response shall not exceed a total of forty-eight (48) hours (inclusive of Saturday, Sunday and legal holidays). The proposing party,
54 at its election, may withdraw such proposal if there is insufficient participation and shall promptly notify all parties of such decision.
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58 The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have
59 elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such
60 operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties.
61 If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well and restore the surface location at their
62 sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a pro-
63 ducer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk,
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ARTICLE VI

continued

1 and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold, (after deducting production taxes, ~~crude oil taxes,~~ ^{crude oil taxes,} excise taxes, royalty, overriding royalty and other interests not excepted by Article III.D. payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

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

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21 (b) 300 % of that portion of the costs and expenses of drilling, reworking, deepening, plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and 300 % of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

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28 An election not to participate in the drilling or the deepening of a well shall be deemed an election not to participate in any reworking or plugging back operation proposed in such a well, or portion thereof, to which the initial Non-Consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment account. Any such reworking or plugging back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Parties one hundred percent (100%) of that portion of the costs of the reworking or plugging back operation which would have been chargeable to such Non-Consenting Party had it participated therein. If such a reworking or plugging back operation is proposed during such recoupment period, the provisions of this Article VI.B. shall be applicable as between said Consenting Parties in said well.

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39 During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, ~~excise,~~ ^{crude oil} gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production not excepted by Article III.D.

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46 In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

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



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ARTICLE VI
continued

1 If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above,
2 the relinquished interests of such Non-Consenting Party shall automatically revert to it, and, from and after such reversion, such Non-
3 Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production
4 therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, reworking, deepening or plugging
5 back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of
6 the operation of said well in accordance with the terms of this agreement and the Accounting Procedure attached hereto.

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10 Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent of all parties, no wells shall
11 be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such
12 well conforms to the then-existing well spacing pattern for such source of supply.

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16 The provisions of this Article shall have no application whatsoever to the drilling of the initial well described in Article VI.A.
17 except (a) as to Article VII.D.1. (Option No. 2), if selected, or (b) as to the reworking, deepening and plugging back of such initial well
18 after it has been drilled to the depth specified in Article VI.A. if it shall thereafter prove to be a dry hole or, if initially completed for pro-
19 duction, ceases to produce in paying quantities.

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23 3. Stand-By Time: When a well which has been drilled or deepened has reached its authorized depth and all tests have been
24 completed, and the results thereof furnished to the parties, stand-by costs incurred pending response to a party's notice proposing a
25 reworking, deepening, plugging back or completing operation in such a well shall be charged and borne as part of the drilling or deepening
26 operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted, whichever
27 first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms of the second gram-
28 matical paragraph of Article VI.B.2, shall be charged to and borne as part of the proposed operation, but if the proposal is subsequently
29 withdrawn because of insufficient participation, such stand-by costs shall be allocated between the Consenting Parties in the proportion
30 each Consenting Party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all Consenting Par-
31 ties.

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35 4. Sidetracking: Except as hereinafter provided, those provisions of this agreement applicable to a "deepening" operation shall
36 also be applicable to any proposal to directionally control and intentionally deviate a well from vertical so as to change the bottom hole
37 location (herein called "sidetracking"), unless done to straighten the hole or to drill around junk in the hole or because of other
38 mechanical difficulties. Any party having the right to participate in a proposed sidetracking operation that does not own an interest in the
39 affected well bore at the time of the notice shall, upon electing to participate, tender to the well bore owners its proportionate share (equal
40 to its interest in the sidetracking operation) of the value of that portion of the existing well bore to be utilized as follows:

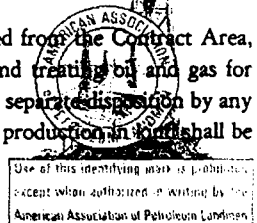
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44 (a) If the proposal is for sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs incurred in
45 the initial drilling of the well down to the depth at which the sidetracking operation is initiated.

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49 (b) If the proposal is for sidetracking a well which has previously produced, reimbursement shall be on the basis of the well's
50 salvable materials and equipment down to the depth at which the sidetracking operation is initiated, determined in accordance with the
51 provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning.

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55 In the event that notice for a sidetracking operation is given while the drilling rig to be utilized is on location, the response period
56 shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday and legal holidays; provided, however, any party may request and
57 receive up to eight (8) additional days after expiration of the forty-eight (48) hours within which to respond by paying for all stand-by time
58 incurred during such extended response period. If more than one party elects to take such additional time to respond to the notice, stand-
59 by costs shall be allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing par-
60 ty's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties. In other in-
61 stances the response period to a proposal for sidetracking shall be limited to thirty (30) days.

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65 C. TAKING PRODUCTION IN KIND:

66 have the right to / market
67 Each party shall take in kind or separately ~~dispose of~~ its proportionate share of all oil and gas produced from the Contract Area,
68 exclusive of production which may be used in development and producing operations and in preparing and treating oil and gas for
69 marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any
70 party of its proportionate share of the production shall be borne by such party. Any party taking its share of production in kind shall be



ARTICLE VI
continued

1 required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

2
3 Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from
4 the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for
5 its share of all production.
6

7 In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of
8 the oil produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not
9 the obligation, to purchase such oil or sell it to others at any time and from time to time, for the account of the non-taking party at the
10 best price obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the
11 owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil not previously
12 delivered to a purchaser. Any purchase or sale by Operator of any other party's share of oil shall be only for such reasonable periods of
13 time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess
14 of one (1) year.
15

16 In the event one or more parties' separate disposition of its share of the gas causes split-stream deliveries to separate pipelines and/or
17 deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to
18 be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any gas balancing
19 agreement between the parties hereto, whether such an agreement is attached as Exhibit "E", or is a separate agreement.
20

21 D. Access to Contract Area and Information:

22
23 Each party shall have access to the Contract Area at all reasonable times, at its sole cost and risk to inspect or observe operations,
24 and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books
25 and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with
26 governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of
27 each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of
28 gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non-Operator that re-
29 quests the information.
30

31 E. Abandonment of Wells:

32
33 1. Abandonment of Dry Holes: Except for any well drilled or deepened pursuant to Article VI.B.2., any well which has been
34 drilled or deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned
35 without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply
36 within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after receipt of notice of the proposal to plug and abandon
37 such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in
38 accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling or deepening
39 such well. Any party who objects to plugging and abandoning such well shall have the right to take over the well and conduct further
40 operations in search of oil and/or gas subject to the provisions of Article VI.B.
41

42 2. Abandonment of Wells that have Produced: Except for any well in which a Non-Consent operation has been conducted
43 hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has been completed as a
44 producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall
45 be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within
46 thirty (30) days after receipt of notice of the proposed abandonment of any well, all parties do not agree to the abandonment of such well,
47 those wishing to continue its operation from the interval(s) of the formation(s) then open to production shall tender to each of the other
48 parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of
49 Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign
50 the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and
51 material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the in-
52 terval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and
53 gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or in-
54 tervals of the formation or formations then open to production, for a term of one (1) year and so long thereafter as oil and/or gas is pro-
55 duced from the interval or intervals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit
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ARTICLE VI

continued

1 "B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the
 2 assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentage of participation in the
 3 Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of
 4 interests in the remaining portion of the Contract Area.
 5

6 Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from
 7 the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon re-
 8 quest, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges con-
 9 templated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned
 10 well. Upon proposed abandonment of the producing interval(s) assigned or leased, the assignor or lessor shall then have the option to
 11 repurchase its prior interest in the well (using the same valuation formula) and participate in further operations therein subject to the pro-
 12 visions hereof.
 13

14 3. Abandonment of Non-Consent Operations: The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as between
 15 Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided, however, no well shall be
 16 permanently plugged and abandoned unless and until all parties having the right to conduct further operations therein have been notified
 17 of the proposed abandonment and afforded the opportunity to elect to take over the well in accordance with the provisions of this Article
 18 VI.E.
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20 ARTICLE VII.

21 EXPENDITURES AND LIABILITY OF PARTIES

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 23 A. Liability of Parties:
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25 The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and
 26 shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted
 27 among the parties in Article VII.B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor
 28 shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.
 29

30 B. Liens and Payment Defaults:
 31

32 Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share
 33 of oil and/or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon
 34 at the rate provided in Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the
 35 state, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the ob-
 36 taining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien
 37 rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share
 38 of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from
 39 the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest, has been paid. Each
 40 purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien
 41 and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.
 42

43 If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by
 44 Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that
 45 the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain
 46 reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.
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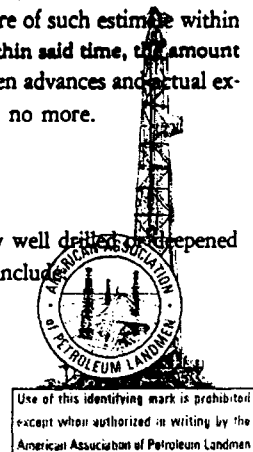
48 C. Payments and Accounting:
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50 Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development
 51 and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective propor-
 52 tionate shares upon the expense basis provided in Exhibit "C". Operator shall keep an accurate record of the joint account hereunder,
 53 showing expenses incurred and charges and credits made and received.
 54

55 Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance
 56 of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding
 57 month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together
 58 with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted
 59 on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within
 60 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
 61 due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual ex-
 62 pense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.
 63

64 D. Limitation of Expenditures:
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66 1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened
 67 pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling or deepening shall include
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ARTICLE VII

continued

1 Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and equipping of the well, including
2 necessary tankage and/or surface facilities.

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4 Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When such well has reached its
5 authorized depth, and all tests have been completed, and the results thereof furnished to the parties, Operator shall give immediate notice
6 to the Non-Operators who have the right to participate in the completion costs. The parties receiving such notice shall have forty-eight
7 (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect to participate in the setting of casing and the completion at-
8 tempt. Such election, when made, shall include consent to all necessary expenditures for the completing and equipping of such well, in-
9 cluding necessary tankage and/or surface facilities. Failure of any party receiving such notice to reply within the period above fixed shall
10 constitute an election by that party not to participate in the cost of the completion attempt. If one or more, but less than all of the parties,
11 elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or plugging
12 back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to the operations thereafter conducted by less
13 than all parties.

14
15 2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged back except a well reworked or
16 plugged back pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the reworking or plugging back of a well shall
17 include all necessary expenditures in conducting such operations and completing and equipping of said well, including necessary tankage
18 and/or surface facilities.

19
20 3. Other Operations: Without the consent of all parties, Operator shall not undertake any single project reasonably estimated
21 to require an expenditure in excess of Twenty-five Thousand Dollars (\$25,000)
22 except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been
23 previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden
24 emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required
25 to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other
26 parties. If Operator prepares an authority for expenditure (AFE) for its own use, Operator shall furnish any Non-Operator so requesting
27 an information copy thereof for any single project costing in excess of Fifteen Thousand
28 Dollars (\$15,000) but less than the amount first set forth above in this paragraph.

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

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32 Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the
33 party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have con-
34 tributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on
35 behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of
36 failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such pay-
37 ment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the pro-
38 visions of Article IV.B.2.

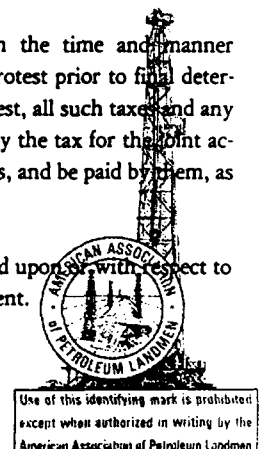
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40 Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shutting in or return to production
41 of a producing gas well, at least five (5) days (excluding Saturday, Sunday and legal holidays), or at the earliest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

F. Taxes:

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48 Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property
49 subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they
50 become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not
51 be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-
52 Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, over-
53 riding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or
54 owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduc-
55 tion. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding
56 anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in accordance with the tax
57 value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in
58 the manner provided in Exhibit "C".

59
60 If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner
61 prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final deter-
62 mination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any
63 interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint ac-
64 count, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as
65 provided in Exhibit "C".

66
67 Each party shall pay or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or in respect to
68 the production or handling of such party's share of oil and/or gas produced under the terms of this agreement.



ARTICLE VII
continued

1 G. Insurance:

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3 At all times while operations are conducted hereunder, Operator shall comply with the workmen's compensation law of
4 the state where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said com-
5 pensation laws in which event the only charge that shall be made to the joint account shall be as provided in Exhibit "C". Operator shall
6 also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part
7 hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the workmen's compensation
8 law of the state where the operations are being conducted and to maintain such other insurance as Operator may require.

9
10 In the event automobile public liability insurance is specified in said Exhibit "D", or subsequently receives the approval of the
11 parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive equipment.

12
13 ARTICLE VIII.
14 ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

15
16 A. Surrender of Leases:

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

20
21 However, should any party desire to surrender its interest in any lease or in any portion thereof, and the other parties do not
22 agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in
23 such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production
24 thereafter secured, to the parties not consenting to such surrender. If the interest of the assigning party is or includes an oil and gas in-
25 terest, the assigning party shall execute and deliver to the party or parties not consenting to such surrender an oil and gas lease covering
26 such oil and gas interest for a term of one (1) year and so long thereafter as oil and/or gas is produced from the land covered thereby, such
27 lease to be on the form attached hereto as Exhibit "B". Upon such assignment or lease, the assigning party shall be relieved from all
28 obligations thereafter accruing, but not theretofore accrued, with respect to the interest assigned or leased and the operation of any well
29 attributable thereto, and the assigning party shall have no further interest in the assigned or leased premises and its equipment and pro-
30 duction other than the royalties retained in any lease made under the terms of this Article. The party assignee or lessee shall pay to the
31 party assignor or lessor the reasonable salvage value of the latter's interest in any wells and equipment attributable to the assigned or leas-
32 ed acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of
33 salvaging and the estimated cost of plugging and abandoning. If the assignment or lease is in favor of more than one party, the interest
34 shall be shared by such parties in the proportions that the interest of each bears to the total interest of all such parties.

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

40
41 ~~B. Renewal or Extension of Leases:~~

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43 ~~If any party secures a renewal of any oil and gas lease subject to this agreement, all other parties shall be notified promptly, and~~
44 ~~shall have the right for a period of thirty (30) days following receipt of such notice in which to elect to participate in the ownership of the~~
45 ~~renewal lease, insofar as such lease affects lands within the Contract Area, by paying to the party who acquired it their several proper pro-~~
46 ~~portionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the~~
47 ~~interests held at that time by the parties in the Contract Area.~~

48
49 If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties
50 who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area
51 to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal lease.
52 Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement.

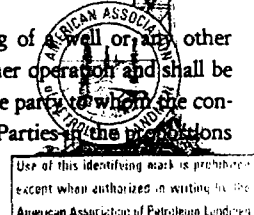
53
54 Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein
55 by the acquiring party.

56
57 The provisions of this Article shall apply to renewal leases whether they are for the entire interest covered by the expiring lease
58 or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or
59 contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or con-
60 tracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to
61 the provisions of this agreement.

62
63 ~~The provisions in this Article shall also be applicable to extensions of oil and gas leases.~~

64
65 C. Acreage or Cash Contributions:

66
67 While this agreement is in force, if any party contracts for a contribution of cash towards the drilling of a well or any other
68 operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be
69 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 the con-
70 tribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions



ARTICLE VIII

continued

1 said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the extent possible, be
2 governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any acreage or cash contributions
3 it may obtain in support of any well or any other operation on the Contract Area. The above provisions shall also be applicable to op-
4 tional rights to earn acreage outside the Contract Area which are in support of a well drilled inside the Contract Area.

5
6 If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such
7 consideration shall not be deemed a contribution as contemplated in this Article VIII.C. This paragraph shall not be
8 applicable to the contribution of acreage by the Contributing Parties toward the
9 Initial, Substitute, or Option Test Well.

D. Maintenance of Uniform Interest:

10
11 For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this agreement, no
12 party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Contract Area and in wells,
13 equipment and production unless such disposition covers either:

- 14 1. the entire interest of the party in all leases and equipment and production; or
- 15 2. an equal undivided interest in all leases and equipment and production in the Contract Area.

16
17 Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement
18 and shall be made without prejudice to the right of the other parties.

19
20 If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may
21 require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for
22 and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such
23 party's interest within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter
24 into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract
25 Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

E. Waiver of Rights to Partition:

26
27 If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an
28 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 undivided
29 interest therein.

~~F. Preferential Right to Purchase:~~

30
31 ~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract~~
32 ~~Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the~~
33 ~~name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms~~
34 ~~of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase~~
35 ~~on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchas-~~
36 ~~ing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing par-~~
37 ~~ties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to~~
38 ~~dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent com-~~
39 ~~pany or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.~~

ARTICLE IX.

INTERNAL REVENUE CODE ELECTION

40
41 This agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association
42 for profit between or among the parties hereto. Notwithstanding any provision herein that the rights and liabilities hereunder are several
43 and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for federal income tax
44 purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded
45 from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, as per-
46 mitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to ex-
47 ecute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the
48 United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements,
49 and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further
50 evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the
51 Federal Internal Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other
52 action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract
53 Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1,
54 Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is per-
55 mitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing elec-
56 tion, each such party states that the income derived by such party from operations hereunder can be adequately determined without the
57 computation of partnership taxable income.



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American Association of Petroleum Landmen

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed Fifteen Thousand Dollars (\$ 15,000) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties participating in the operation from which the 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 hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

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 make money payments, 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 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.

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, 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.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by mail or telegram, postage or charges prepaid, or by telex or telecopier and addressed to the parties to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the mail or with the telegraph company, with postage or charges prepaid, or sent by telex or telecopier. 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.

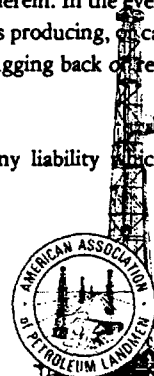
ARTICLE XIII.
TERM OF AGREEMENT

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 production of oil and/or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of 180 days from cessation of all production; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling, reworking, deepening, plugging back, testing or attempting to 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 producing, or capable of producing oil and/or gas from the Contract Area, this agreement shall terminate unless drilling, deepening, plugging back or reworking operations are commenced within 120 days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.



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A.A.P.L. FORM 610 - MODEL FORM OPERATION AGREEMENT - 1982

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

1 A. Laws, Regulations and Orders:

2 This agreement shall be subject to the conservation laws of the state in which the Contract Area is located, to the valid
3 rules, regulations, and orders of any duly constituted regulatory body of said state, and to all other applicable federal, state, and
4 local laws, ordinances, rules, regulations, and orders.
5

6
7 B. Governing Law:

8 This agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-
9 performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by
10 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
11 New Mexico shall govern.
12

13
14 C. Regulatory Agencies:

15 Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any
16 rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or orders
17 promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or production of
18 wells, or tracts offsetting or adjacent to the Contract Area.
19

20 With respect to operations hereunder, Non-Operators agree to release Operator from any and all losses, damages,
21 injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation or
22 application of rules, rulings, regulations or orders of the Department of Energy or predecessor or successor agencies to the extent
23 such interpretation or application was made in good faith. Each Non-Operator further agrees to reimburse Operator for any
24 amounts applicable to such Non-Operator's share of production that Operator may be required to refund, rebate or pay as a result
25 of such an incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of
26 such incorrect interpretation or application.
27

28 Non-Operators authorize Operator to prepare and submit such documents as may be required to be submitted to the
29 purchaser of any crude oil sold hereunder or to any other person or entity pursuant to the requirements of the "Crude Oil Windfall
30 Profit Tax Act of 1980", as same may be amended from time to time ("Act"), and any valid regulations or rules which may be
31 issued by the Treasury Department from time to time pursuant to said Act. Each party hereto agrees to furnish any and all
32 certifications or other information which is required to be furnished by said Act in a timely manner and in sufficient detail to
33 permit compliance with said Act.
34

35
36
37 ARTICLE XV.
38 OTHER PROVISIONS

39 Notwithstanding any provisions herein to the contrary, the parties hereto agree as follows:

40
41 A. Notwithstanding any other provisions herein, if during the term of this agreement, a well is required to be drilled, deepened,
42 reworked, plugged back, sidetracked, or recompleted, or any other operation that may be required in order to (1) continue a lease
43 or leases in force and effect, or (2) maintain a unitized area or any portion thereof in and to any oil and/or gas and other interest
44 which may be owned by a third party or which, failing in such operation, may revert to a third party, or (3) comply with an order
45 issued by a regulatory body having jurisdiction in the premises, failing in which certain rights would terminate, the following
46 shall apply. The party desiring to drill, deepen, rework, plug back, sidetrack, recomplete, or to perform any other operation that
47 may be required pursuant to this paragraph A, shall give the other parties written notice of the proposed operation specifying the
48 work to be performed, the location, proposed depth, objective formation, and the estimated cost of the operation. The parties
49 receiving such notice shall have fifteen (15) days after receipt of the notice within which to notify the party wishing to do the
50 work whether they elect to participate in the proposed operation, and any party electing to participate must pay its share of the
51 cost within the fifteen (15) day period after receipt of the notice, failing in which the parties interest who elected to participate
52 but did not timely pay will be subject to the reassignment provision as set forth below. If a drilling rig is on location, notice of a
53 proposal to rework, drill, deepen, plug back, sidetrack, recomplete, or any other operation pursuant to this paragraph A may be
54 given by telephone and the response period shall be limited to forty-eight (48) hours inclusive of Saturdays, Sundays, and legal
55 holidays. Failure of a party receiving such notice to reply or pay its share of the cost within the period above fixed shall make
56 such parties interest subject to the reassignment provision provided for below. Any notice or response given by telephone shall
57 be promptly confirmed in writing.
58

59 Promptly following the conclusion of such operation, each non-participating party agrees to execute and deliver an appropriate
60 assignment or lease to the participating parties of the total interest of each non-participating party in and to the lease, leases,
61 agreement, or rights which would have terminated and which otherwise may have been preserved by virtue of such operation and
62 in all the Oil and Gas Leases subject to this agreement excepting, however, any wellbore insofar and only insofar as said
63 wellbore includes the then producing formation in such wellbore theretofore completed and capable of producing in paying
64 quantities. Any such assignment or lease shall be unencumbered as to any burdens not currently effecting said lease or burden
65 provided for in this agreement.
66

67 B. Operator shall comply where applicable with the following clauses contained in 41 CFR:

68	60-1.4(a)	(Equal Employment Opportunity);
69	1-12.803-10	(Certification of Non-Segregated Facilities);
70	60-250	(Employment Opportunity for Veterans);
71	60-741	(Employment Opportunity for Handicapped Individuals);
72	1-1.710	(Subcontracting With Small Business Concerns);
73	1-1.805	(Subcontracting With Labor Surplus Area Concerns);
74	1.1.1310	(Subcontracting With Minority Business Enterprises);
75	1.1.2302-2	(Environmental Protection).
76		
77		

78 These clauses are incorporated herein by reference if and to the extent applicable to this contract by law, executive order, or
79 regulation. Operator represents that he is in compliance with the reporting requirements of 41 CFR 60-1.7 and the Affirmative
80 Action Program requirements of 41 CFR 60-1.40 and 60-2.
81
82
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2
3 C. Any party creating the necessity for separate measurement facilities shall alone bear all costs of such facilities. Any party using
4 separate production measurement facilities shall keep accurate records of such production in accordance with applicable state and federal
5 regulations, and upon Operator's request, under the terms of this agreement or any agreement executed in conjunction with this agreement,
6 true and complete copies of said records shall be furnished to Operator. Said production records supplied to the Operator shall be treated as
7 confidential information and shall be used by Operator only to the extent necessary to fulfill its duties as Operator.
8

9 D. All costs and expenses including fees and expenses of attorneys and consultants incurred by Operator which may arise due to other
10 operators in the area applying for non-standard locations and/or other regulatory hearings shall be borne by all parties to this agreement, if
11 such parties support the position of Operator with regard to such hearing.
12

13 E. The parties hereto agree to execute a Notice of Joint Operating Agreement Lien in the form of Exhibit "F" to this agreement in order to
14 permit perfection of the hereinabove described security interests by placing said NOTICE of record in the county in which the Contract Area
15 is located and in accordance with the Uniform Commercial Code of the State in which the Contract Area is located.
16

17 F. If a party to this agreement elects not to participate in a proposed operation or, if a consenting party fails to timely pay its share of the
18 costs involved in such operation, and is determined to be a non-participating party, such party shall not have access to or be entitled to
19 receive well information with regard to operations conducted on the Contract Area.
20

21
22 G. Notwithstanding any provision of this Agreement to the contrary, when a well commenced hereunder has been drilled to its authorized
23 depth and the parties having the right to make an election regarding the sequence and timing of further operations regarding the well cannot reach a
24 mutual agreement, it is agreed that the following elections shall control in the order of priority enumerated:

- 25 (1) an election to conduct additional well logging surveys, coring operations or testing operations on the well;
26 (2) an election to set casing and attempt to complete the well in either the objective depth or objective formation, or the deepest
27 interval in which a completion attempt has not previously been made;
28 (3) an election to deepen the well;
29 (4) an election to plug back and attempt to complete the well in the deepest interval in which a completion attempt has not
30 previously been made;
31 (5) an election to sidetrack the well;
32 (6) an election to plug and abandon the well;
33

34 However, if at any time said participating parties are considering the above elections the hole is in such a condition that a reasonable, prudent
35 operator would not conduct the operations contemplated by the particular election involved for fear of placing the hole in jeopardy or losing the
36 hole prior to completing the well, such election shall not be given the priority set forth above. In that event, the operation which the operator
37 determines less likely to jeopardize the well will be conducted. In the event all parties do not elect to participate in the additional logging, coring or
38 testing, any party who elect not to participate in such operations shall suffer no penalty other than they will not be entitled to the logs, cores or the
39 results of the tests.
40

41 H. Notwithstanding any other provision of this Agreement, including Article XVI, if the Operator, or any of its affiliates, sells all of its
42 interest in the Contract Area, it is understood and agreed that the selection of a successor operator shall require a vote by the remaining Working
43 Interest Owners as described in Article V.B.2.
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ARTICLE XVI.
MISCELLANEOUS

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

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

IN WITNESS WHEREOF, this agreement shall be effective as of the 15th day of June, 2000.

OPERATOR

ATTEST OR WITNESS

NEARBURG PRODUCING COMPANY

By: Bob Shelton *ms*

Bob Shelton
Type or Print Name

Title Land Manager

Date _____

Tax ID or SS No. 74-1666262

NON-OPERATORS

ATTEST OR WITNESS

NEARBURG EXPLORATION COMPANY, L.L.C.

By: Robert G. Shelton *ms*

Robert G. Shelton
Type or Print Name

Title Attorney-in-Fact

Date _____

Tax ID or SS No. 75-2626152

ATTEST OR WITNESS

MATADOR PETROLEUM CORPORATION

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

ATTEST OR WITNESS

FASKEN LAND AND MINERALS, LTD. A TEXAS LIMITED PARTNERSHIP, FASKEN MANAGEMENT, LLC, GENERAL PARTNER

By: Norbert J. Dickman *ND*

Norbert J. Dickman
Type or Print Name

Title Vice President

Date _____

ATTEST OR WITNESS

FASKEN OIL AND RANCH, LTD.

a Texas Limited Partnership, by
Fasken Management, LLC, its General Partner

Norbert J. Dickman *ND*

ATTEST OR WITNESS

NORMAN L. STEVENS, JR.

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

ATTEST OR WITNESS

STANLEY TYLER

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

ATTEST OR WITNESS

PAUL RAY

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

ATTEST OR WITNESS

ESTATE OF LILLIE YATES

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

ATTEST OR WITNESS

SHARBRO OIL CO. LTD.

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

ATTEST OR WITNESS

S. P. YATES

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

ATTEST OR WITNESS

UNION PACIFIC RESOURCES

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

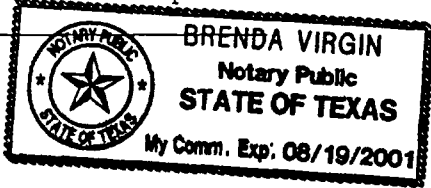
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the 15th day of June, 2000, by Bob Shelton, as Land Manager of Nearburg Producing Company, a Texas corporation, on behalf of said corporation.

Brenda Virgin
Notary Public, State of Texas

My Commission Expires: _____

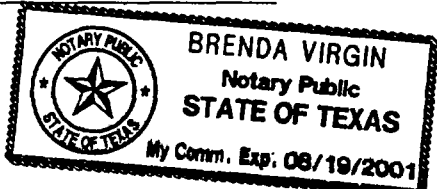


STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the 15th day of June, 2000, by Robert G. Shelton, as Attorney-in-Fact of Nearburg Exploration Company, L. L. C., a Texas limited liability company, on behalf of said company.

Brenda Virgin
Notary Public, State of Texas

My Commission Expires: _____



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by _____, as _____ of Matador Petroleum Corporation, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the 12 day of September, 2000, by Norbert J. Dickman, as Vice President of Fasken Management, LLC, General Partner of Fasken Land & Minerals, Ltd., a Texas limited partnership, on behalf of said partnership.

Kelly Mount
Notary Public, State of Texas

My Commission Expires:



STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the 12 day of September, 2000, by Norbert J. Dickman, as Vice President of Fasken Management, LLC, General Partner of Fasken Oil and Ranch, Ltd., a Texas limited partnership, on behalf of said partnership.

Kelly Mount
Notary Public, State of Texas

My Commission Expires:



STATE OF NEW MEXICO §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by Charles B. Read.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by Norman L. Stevens, Jr.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by Stanley Tyler.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by Paul Ray.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by _____, as _____ of the Estate of Lillie Yates.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by _____, as _____ of Sharbro Oil Co., Ltd., a _____ partnership, on behalf of said partnership.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by S. P. Yates.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by _____, as _____ of Union Pacific Resources, a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED THE 15th DAY OF JUNE, 2000, BETWEEN NEARBURG PRODUCING COMPANY, AS OPERATOR, AND NEARBURG EXPLORATION COMPANY, L.L.C., ET AL, AS NON-OPERATORS

I. Identification of Lands Subject to this Agreement:

The East Half (E/2) of Section 12, Township-22-South, Range-25-East, Eddy County, New Mexico

II. Restrictions as to depths or formations:

This agreement is limited from the surface of the earth to the base of the Morrow formation.

III. Percentage of Parties to this Agreement:

	<u>WI % surface to 10,600' subsurface</u>	<u>WI % below 10,600' to base of Morrow</u>
Nearburg Exploration Company, L.L.C.	74.209602%	72.768530%
Matador Petroleum Corporation	9.866141%	18.943300%
Fasken Land & Minerals, Ltd.	9.505740%	8.288170%
Charles B. Read	1.858790%	-0-
Norman L. Stevens, Jr.	1.858790%	-0-
Stanley Tyler	1.260676%	-0-
Paul Ray	0.359969%	-0-
Estate of Lillie Yates	0.180177%	-0-
Sharbro Ltd.	0.180177%	-0-
S. P. Yates	0.359969%	-0-
Union Pacific Resources	0.359969%	-0-
	100.000000%	100.000000%

IV. Oil and Gas Leases Subject to this Agreement:

Lease Serial #: E-5679-4
 Lease Date: October 10, 1951
 Lessor: State of New Mexico
 Lessee: Howard W. Jennings
 Description: Insofar and only insofar as said lease covers the SE/4 NE/4 of Section 12, T-22-S, R-25-E, Eddy County, New Mexico

Lease Serial #: V-5237
 Lease Date: February 1, 1998
 Lessor: State of New Mexico
 Lessee: Hanagan Oil Properties, Inc.
 Description: The NW/4 SE/4 of Section 12, T-22-S, R-25-E Eddy County, New Mexico

Lease Serial #: LC-064528-A
 Lease Date: February 1, 1951
 Lessor: United States of America
 Lessee: Roy L. Flood
 Description: Insofar and only insofar as said lease covers Section 12: Lot 1,2, E/2 SE/4, SW/4 SE/4, T-22-S, R-25-E, Eddy County, New Mexico

Lease Serial #: LC 065532
 Lease Date: May 1, 1951
 Lessor: United States of America
 Lessee: Josephine Rodke
 Recorded: Book 57, page 67 of the Oil and Gas Records of Eddy County
 Description: Section 12: Lot 3, T-22-S, R-25-E Eddy County, New Mexico

V. Addresses of Parties to this Agreement:

Nearburg Producing Company
Nearburg Exploration Company, L.L.C.
3300 North "A" Street, Bldg. 2, Suite 120
Midland, Texas 79705

Matador Petroleum Corporation
8340 Meadow Road
Suite 158, Pecan Creek
Dallas, Texas 75231-3751

Fasken Land & Minerals, Ltd.
303 W. Wall St., Suite 1900
Midland, Texas 79701

Charles B. Read
Norman L. Stevens, Jr.
Stanley Tyler
Paul Ray
P. O. Box 1518
Roswell, New Mexico 88202

Union Pacific Resources
c/o Anadarko Petroleum Corp.
P. O. Box 1330
Houston, Texas 77251

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this _____ day of _____, 19____, by and between _____

hereinafter called "Lessor", whether one or more, and _____ hereinafter called "Lessee".

WITNESSETH; That, for and in consideration of the sum of _____ Dollars (\$ _____), receipt of which is hereby acknowledged and of the royalties herein provided and the agreements of Lessee herein contained Lessor does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, all of the land hereinafter described, together with any reversionary rights therein, for the purpose of exploring by geological, geophysical and all other methods, and of drilling, producing and operating wells or mines for the recovery of oil, gas and other hydrocarbons, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well or mine on the leased premises, including primary, secondary, tertiary, cycling, pressure maintenance methods of recovery and all other methods, whether now known or unknown, with all incidental rights thereto, and to establish and utilize facilities for surface and subsurface disposal of salt water, and to construct, maintain and remove roadways, tanks, pipelines, electric power and telephone lines, power stations, machinery and structures thereon, to produce, store, transport, treat and remove all substances described above, and the products therefrom, together with the right of ingress and egress to and from said land. The land hereby leased is situated in the County of _____, State of _____, and is described as follows:

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED THE 15th DAY OF JUNE, 2000, BETWEEN NEARBURG PRODUCING COMPANY, AS OPERATOR, AND NEARBURG EXPLORATION COMPANY, L.L.C. ET AL, AS NON-OPERATORS

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted, leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above, or any in the named survey, or other survey or surveys. The bonus money paid for this lease is in gross, and not by the acre, and shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise _____ acres, whether actually more or less, and such land is hereinafter referred to as the "leased premises".

TO HAVE AND TO HOLD the leased premises for a term of _____ years from the date hereof, hereinafter called "primary term", and as long thereafter as oil, gas or other hydrocarbons, or other minerals or leased substances, or either or any of them, are produced from the leased premises or from lands with which the leased premises are pooled or unitized.

In consideration of the premises, it is hereby agreed as follows:

1. Royalty On Oil. Lessee shall deliver to Lessor, at the well or to the credit of Lessor in the pipeline to which the well may be connected, ^{3/16} 1/16th of all oil and other liquid hydrocarbons produced and saved from the leased premises, or Lessee, at its option, may buy or sell such ~~oil~~ royalty and pay Lessor the market price for oil or liquid hydrocarbons of like grade and gravity prevailing in the field on the day such oil is run into pipelines or into storage tanks. Lessor's royalty interest in either case shall bear its proportion of any expenses for transporting and treating oil to make it marketable as crude. 3/16

2. Royalty On Gas. Lessee shall pay to Lessor as royalty on gas produced from said land and sold on or ^{3/16} 1/16th of the net proceeds at the well received from the sale thereof, provided that on gas used off the premises or by Lessee in the manufacture of gasoline or other products therefrom, the royalty shall be the market value at the well or the market value at the well for the gas so sold. 3/16

3. Royalty On Other Substances. Lessee shall pay to Lessor, as royalty on any substances covered by this lease other than oil and gas and the products thereof which Lessee may elect to produce, save and market from the leased premises, ^{3/16} 1/16th of the proceeds received by Lessee from the sale thereof after deducting the processing costs.

4. Shut - In Gas Royalty. If at any time, or from time to time, either before or after the expiration of the primary term of this lease, there is any gas well on the leased premises or on lands with which the leased premises are pooled or unitized and which is capable of producing in paying quantities, but which is shut in before or after production therefrom, such well shall be considered under all provisions of this lease as a well producing gas in paying quantities and this lease shall remain in force in like manner as though gas therefrom was actually being sold or used. In such event, Lessee covenants and agrees to pay Lessor, as royalty, the sum of _____ Dollars (\$ _____) per annum for the period commencing on the date such well is actually shut in, unless this lease is being maintained in force and effect by some other provision hereof, in which event, such period shall commence on the date this lease ceases to be maintained in full force and effect by some other provision hereof. Payment or tender shall be made to Lessor, or deposited to the credit of Lessor in the depository bank named in this lease. The first payment shall be due and payable on or before ninety (90) days after the date such well is shut in, or ninety (90) days from the date this lease ceases to be maintained in force by some other provision hereof. Unless gas from such well is produced and sold or used prior thereto, except temporary sales, or use for lease operations, subsequent payments shall be due annually thereafter on the anniversary date of the period for which such prior payment was made. No additional payments shall be required if there is more than one shut-in gas well on the leased premises or on lands with which the leased premises are pooled or unitized. The term "gas well" shall include wells capable of producing natural gas, condensate, or any gaseous substance, and wells classified as gas wells by any governmental authority having jurisdiction.

5. Delay Rental. If operations for drilling or mining on the leased premises, or on lands with which the leased premises are pooled or unitized, are not commenced on or before one (1) year from the date of this lease, as set forth above, this lease shall terminate as to both parties unless on or before one (1) year from the date of this lease, Lessee shall pay or tender to the Lessor a rental of _____ Dollars (\$ _____), which shall cover the privilege of deferring commencement of such drilling or mining operation for a period of twelve (12) months from the expiration of said one (1) year period. In like manner and upon like payments or tenders annually, the commencement of such operations may be deferred for successive periods of the same number of months, during the primary term. Payments or tenders may be made to the Lessor or to the Lessor's credit in the _____ Bank at _____, which bank or any successor thereof shall continue to be the agent for the Lessor and the Lessor's successors and assigns. If such bank or any successor thereof shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, the rental paying date for any year shall be extended until the expiration of thirty (30) days after Lessor shall have delivered to Lessee a recordable instrument making provision for another method of payment or tender and any depository charge shall be the liability of the Lessor. The payment or tender of rental may be made by check or draft of Lessee, mailed or delivered to said bank or Lessor, or to any Lessor if more than one, on or before the rental paying date. Mailing of rental on or before the rental paying date shall be deemed a timely tender thereof and shall preclude the termination of this lease.

6. Drilling Operations. If Lessee should drill and abandon as a dry hole a well on the leased premises, or if after the discovery of oil, gas or other minerals, the production thereof should cease from any cause, and, in either event, there are no other producing wells on the leased premises or on lands with which they are pooled or unitized, or drilling or reworking operations are not being conducted thereon, this lease shall not terminate if Lessee commences reworking or additional drilling operations on the leased premises within sixty (60) days thereafter or, if it be within the primary term, Lessee commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of such abandonment or cessation of production. If such abandonment or cessation of production occurs at any time during the last fifteen (15) months of the primary term, no rental payment or drilling operations are necessary to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, oil, gas or other minerals are not being produced from the leased premises or from lands with which the leased premises are pooled or unitized, but Lessee is then engaged in operations for drilling or reworking of any well, this lease shall remain in force so long as such drilling or reworking operations are prosecuted, or reworking operations on any well or additional drilling operations are conducted on the leased premises, or on lands pooled or unitized therewith, with no cessation of more than sixty (60) consecutive days, and if any such operations result in production then as long thereafter as such production continues.

7. Pooling. Lessee is hereby granted the right, at any time and from time to time, whether before or after production, to pool this lease for the production of oil, gas or condensate, or any or either of them, as to the land covered hereby, or any zone or portion thereof, or as to any mineral or royalty interest therein, with any other lease covering the above described land, or lands adjacent, contiguous, adjoining, or in the immediate vicinity thereof, or as to any zone or portion of said lease or any mineral or royalty interest therein. Such pooling shall be into a unit or units not exceeding forty (40) acres plus an acreage tolerance of ten percent (10%) thereof for oil, and units not exceeding six hundred forty (640) acres each plus an acreage tolerance of ten percent (10%) thereof for gas, provided that, should governmental authority having jurisdiction prescribe or permit the creation of any drilling, spacing or proration units larger than those specified above, such units may be created or enlarged to conform in size to the drilling or spacing units so prescribed or permitted, or to the proration units as may be authorized for obtaining the maximum allowable production from one well. Lessee may pool the acreage or interests above described, or any portion thereof, as to oil, or gas in any one or more zones, and units so formed need not conform in size or area with the unit or units into which the lease is pooled, or combined as to any other zone, and oil units need not conform as to area with gas units. Such pooling shall be effected by the filing by Lessee of a written designation, in the county or counties, in which the premises are located, identifying and describing the pooled unit. The production of oil, gas or condensate from any zone or portion of the land so pooled and the development and operation on such land, including the commencement, drilling, completion and operation of a well thereon, or the existence thereof as a shut-in gas well, shall be considered and construed and shall have the same effect, except for the payment of royalty, as production, development and operation, or the existence of a shut-in gas well on the leased premises, regardless of the location of the well on the unit. Production from any unit well producing oil, gas or condensate shall be allocated to the leased premises in the proportion that the acreage of the leased premises included within the unit bears to the total acreage in the unit, and the royalty provided for herein shall be calculated on the portion of the production so allocated. The royalty so payable on allocated production shall be in lieu of any other royalty that would accrue to Lessor from the production of oil, gas or condensate from any zone or portion of the leased premises included within the unit. Shut-in gas royalty, with respect to unit shut-in gas wells, shall be payable in accordance with the provisions and in the amount set forth in this lease. In the event any unit well shall fail to produce oil, gas or condensate in paying quantities, or in the event the production from any such well shall cease, Lessee may terminate the unit by filing for record, in the county, or counties where the land is situated, a written declaration of such termination.

8. Use Of Oil, Gas And Water For Operations. Lessee shall have the free use of oil, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting the amount so used.

9. Removal Of Equipment. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed on the leased premises by Lessee, including the right to withdraw and remove all casing.

10. Assignment Or Change Of Ownership. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership of the land, rentals or royalties, however accomplished, shall be binding upon Lessee for any purpose and shall not impair the effectiveness of any payment theretofore made by Lessee (irrespective of whether Lessee has either actual or constructive knowledge thereof) until sixty (60) days after such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of the land covered by this lease, the rentals payable hereunder shall be apportioned as between the several leasehold owners, ratably, according to the surface area of each, and a default in rental payment by one Lessee shall not affect the rights of other leasehold owners hereunder who make due payments of rentals. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of all obligations hereunder.

11. Force Majeure. Lessee shall not be liable for any delays in its performance of any covenant or condition hereunder, express or implied, or for total or partial nonperformance thereof, due to force majeure. The term "force majeure", as used herein, shall mean any circumstances or any condition beyond the control of Lessee, including but not limited to acts of God and actions of the elements; acts of the public enemy; strikes; lockouts; accidents; law, rules, regulations and orders of federal, state or municipal governments, or officers or agents thereof; failure of transportation; or the exhaustion, unavailability, or delay in delivery, of any product, labor, services or material. If Lessee is required to cease drilling or reworking or producing operations on the leased premises by force majeure, then until such time as such force majeure is terminated and for a period of ninety (90) days after such termination, each and every provision of this lease that might operate to terminate it shall be suspended and this lease shall continue in full force and effect during such suspension period. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

12. **Lessor Interest Clause.** If Lessor does not own, or have the right to lease, the entire mineral interest in the land described above, then the royalties, rentals, and any other sums payable hereunder, shall be reduced and payable only in the proportion that the interest covered by this lease bears to the entire mineral interest in the above described land. If the mineral interest covered hereby is subject to an outstanding nonparticipating royalty, such royalty shall be deducted from the royalties payable to Lessor hereunder.

13. **Warranty.** Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right, at any time, to redeem for Lessor, by payment, any mortgage, taxes or other liens on the leased premises in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties that may be payable to Lessor hereunder.

14. **Surrender.** Lessee, its successors and assigns, shall have the right at any time, to surrender this lease, in whole or in part, by delivering or mailing a release to the Lessor or by placing a release of record in the county, or counties, in which the leased premises are situated, and thereupon, Lessee shall be relieved from all obligations, expressed or implied, of this lease as to the acreage so surrendered.

15. **Parties Bound.** This lease and all of the rights, obligations and conditions hereof shall be binding upon each party executing this instrument and his heirs, devisees, successors and assigns. Should any party named above as Lessor fail to execute this lease, or should any party execute this lease who is not named above as a Lessor, it shall nevertheless be binding upon the party or parties executing the same.

16. **Headings For Convenience.** The paragraph headings herein are for convenience only and shall not be considered or construed to limit the subject matter of any paragraph.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

THE STATE OF _____
 COUNTY OF _____

TEXAS ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the identical person whose name are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A. D. 19_____

Notary Public in and for _____

THE STATE OF _____
 COUNTY OF _____

County, _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the identical person whose name are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A. D. 19_____

Notary Public in and for _____

County, _____

THE STATE OF _____
 COUNTY OF _____

NEW MEXICO ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by _____

Notary Public in and for _____

My Commission Expires: _____

County, _____

No. _____

OIL, GAS AND MINERAL LEASE

TO _____

Filed for Record this the _____ day of _____ A. D. 19_____ at _____ o'clock _____ M. _____ County Clerk

By _____ Deputy.

Recorded _____ A. D. 19_____ in _____ County

Record of _____ Book _____ Page _____

By _____ County Clerk

Deputy.

EXHIBIT " C "

Attached to and made a part of _____ that certain Operating Agreement by and between Nearburg
Producing Company, as Operator, and Nearburg Exploration Company, L.L.C., et al, as
Non-Operators, dated June 15, 2000.

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"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, 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 of Dallas, Texas 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 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 Paragraph 3A 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 twelve percent (12%) 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 judgements and amounts paid for settlement of claims incurred in or resulting from operations under the 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

1. 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:

(xx) 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
 (xx) 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:

(xx) 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 \$ 6,000
 (Prorated for less than a full month)
 Producing Well Rate \$ 600

- (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.

completion or testing

(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. 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. 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 \$ _____ :

- A. $\frac{5}{3}$ % of first \$100,000 or total cost if less, plus
 B. _____ % of costs in excess of \$100,000 but less than \$1,000,000, plus
 C. $\frac{2}{3}$ % 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. $\frac{5}{3}$ % of total costs through \$100,000; plus
 B. _____ % of total costs in excess of \$100,000 but less than \$1,000,000; plus
 C. $\frac{2}{3}$ % 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: Operator shall account for material purchases and transfers in accordance with Copas Interpretation 23, or the pricing procedure most recommended by Copas.

A. New Material (Condition A)

(1) Tubular Goods Other than Line Pipe

- (a) Tubular goods, sized 2½ 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 90,000 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 out-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 2½ inch OD) shall be priced at the lowest published out-of-stock prices 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 ¼ 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 ¼ 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.
 - (c) Line pipe 24 inch OD and over and ¼ inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.
 - (d) 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)

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

(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 stocking 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 1.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.
- B. 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.

*at the expense of the party(s) causing such inventory to occur

EXHIBIT "D"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED THE 15th DAY OF JUNE, 2000, BETWEEN NEARBURG PRODUCING COMPANY, AS OPERATOR, AND NEARBURG EXPLORATION COMPANY, L.L.C., ET AL, AS NON-OPERATORS

INSURANCE

Operator shall carry insurance for the benefit of the joint account covering Operator's operations upon the Unit Area subject to the Operating Agreement to which this Exhibit "D" is attached as follows:

- (a) Workmen's compensation insurance in accordance with the requirements of the laws of the State or States where work is conducted and employers liability insurance of Five Hundred Thousand Dollars (\$500,000.00) bodily injury by accident and Five Hundred Thousand Dollars (\$500,000.00) bodily injury by disease per employee, with a policy limit of Five Hundred Thousand Dollars (\$500,000.00) for bodily injury by disease.
- (b) Public liability insurance with limits of One Million Dollars (\$1,000,000) as to any one person, and One Million Dollars (\$1,000,000) as to any one occurrence.
- (c) Automobile public liability insurance with a combined single limit of up to One Million Dollars (\$1,000,000) per accident.
- (d) Umbrella catastrophe liability of Ten Million Dollars (\$10,000,000) each occurrence and Ten Million Dollars (\$10,000,000) aggregate.

Each policy of insurance issued pursuant to the provisions of (a), (b), (c) or (d) of this section shall provide by endorsement or otherwise that the provisions of the policy are extended to cover the interest of the Non-Operator for whom the assured is acting as Operator, agent, or contractor under contract, but only with respect to operations conducted by named assured, and shall charge the premiums for all such insurance to the joint account.

Operator carries Control of Well Insurance covering his proportionate share of expenses involved in controlling a blowout, the expense of redrilling and certain other related costs. Coverage under this insurance is available to non-operating working interest owners. Such insurance is optional, however, and if not rejected by the non-operating working interest owners prior to spud date, they will be billed accordingly. Any working interest owner rejecting above coverage shall be responsible for his proportionate share of such loss, anything in this agreement to the contrary notwithstanding.

Operator shall furnish, upon request, to Non-Operators a certificate covering each policy of insurance issued pursuant to this section.

EXHIBIT "E"
GAS BALANCING AGREEMENT

Attached to and made a part of that certain Operating Agreement, dated June 15, 2000 by and between Nearburg Exploration Company, L.L.C., as Operator and Fasken Land and Minerals, Ltd., et. al., as Non-Operators.

Definitions

- A. "Agreement" shall mean this Gas Balancing Agreement.
- B. "Balanced" is that condition which occurs when a party hereto has taken the same percentage of the cumulative volume of Gas production it is entitled to take pursuant to the terms of the Operating Agreement.
- C. "Gas" includes natural gas produced from a well, including associated gas produced from oil wells, and all constituent parts of such natural gas except liquid hydrocarbons and condensate recovered by primary separation equipment.
- D. "Operating Agreement" is that certain Operating Agreement to which this agreement is attached.
- E. "Overproduced" is the status of a party when the percentage of the cumulative volume of gas taken by that party exceeds that party's percentage interest of the volume of cumulative gas production of all parties to the Operating Agreement under and pursuant to the terms of the Operating Agreement.
- F. "Underproduced" is the status of a party when the percentage of cumulative volume of gas taken by that party is less than that party's percentage interest of the volume of cumulative gas production of all parties to the Operating Agreement under and pursuant to the terms of said Operating Agreement.
- G. "Well" is defined as each well subject to the Operating Agreement that produces gas well gas. If a single well is completed in two or more reservoirs, such well shall be considered a separate well with respect to, but only with respect to, each reservoir from which the gas produced is not commingled in the wellbore.
- H. "Agent" is defined as any person(s) or company retained by operator, other than an employee of Operator, whose responsibilities shall include, but not be limited to (1) making nominations (scheduling) volumes to various pipelines and/or markets (purchasers), (2) marketing the gas produced in the contract (includes negotiation of Gas Purchase and Sales Agreement (s) and Amendments with potential purchasers, and (3) administering the terms and provisions of this Gas Balancing Agreement.

II. Application of this agreement

- A. The parties to the Operating Agreement own the working or operating interests in the gas underlying the Contract Area covered by the Operating Agreement and are entitled to share in the percentages therein as stated in the Operating Agreement.
- B. In accordance with the terms of the Operating Agreement, each party shall have the right to take its share of gas produced from the Contract Area and market or otherwise dispose of same. If a party hereto elects not to take its share of Gas Production in kind and/or market its share of Gas, or if a party contracts to sell its share of gas produced from the contract area to a purchaser and that purchaser, during any time in which this Agreement is in effect, fails to take that party's share of gas as to the interest of such party it shall be the responsibility of that party to notify Operator of its market's inability to take the gas as soon as possible by telephone and by written fax communication that such condition exists.
- C. Any working interest owner which owns an interest in the Gas underlying the Contract Area covered by the Operating Agreement who elects to take its share of Gas in kind and market it to a Purchaser which is different from the Operator's Purchaser, shall notify the operator by the fifth (5th) day of the month prior to the first (1st) of the month in which the sale shall commence.

Said notice shall be in writing and detail the name and address of said Purchaser, a contact person(s) and telephone number and fax number of the person(s) responsible for scheduling volumes, and the Pooling Agreement number to which Operator and/or its agent will need to confirm volumes being taken in kind by said party.

The Operator has the responsibility of administering the provisions of this gas Balancing Agreement. (The Operator shall have the authority to cause deliveries to be made to the gas purchasers at such rates as may be required to give effect to the intent that the gas production accounts of all parties are, to the extent practicable, to be or become Balanced.)

The provisions of this agreement shall be applied to each well separately as if each well was covered by separate but identical agreements.

III. Storing and Making Up Gas Production

A. Right to Take and Market Gas

During any period or periods when any party hereto elects not to take, has no market for, or the market of a party is not sufficient to take, that party's full share of the gas produced from any such well located on the Contract Area, or such party's purchaser otherwise fails to take such party's share of gas produced from any such well located on the Contract Area, resulting in such party becoming underproduced (such party being herein referred to as an "Underproduced Party") the other party or parties shall be entitled, but not required, to produce from said well on the Contract Area (and take or deliver to their respective purchaser(s)), each month, all or a part of that portion of the allowable gas production assigned to such well by the regulatory body having jurisdiction. Any party so taking or delivering gas which results in such party becoming overproduced is herein referred to as an "Overproduced Party".

Those parties which are capable of taking and/or marketing quantities of gas allocable to an underproduced party, in the absence of any other agreement between them, shall each take a share of the gas attributed to the underproduced party or parties in the direct proportion that their respective interests bear to the total interest of all parties taking gas which are also considered Overproduced.

All parties hereto shall share in and own the liquid hydrocarbons recovered from such gas by primary separation equipment in accordance with their respective interests and subject to the terms of the above described Operating Agreement, whether or not such parties are actually taking and/or marketing gas at such time.

B. Making Up Underproduction

Any underproduced party shall endeavor to bring its taking of gas into a Balanced condition. Upon thirty (30) days prior written notice to the Operator, any underproduced party may thereafter begin taking or delivering to its purchaser its full share of the gas produced from a well (less any used in operations, vented, or lost). To allow for the recovery of gas in storage and to balance the gas account of the parties in accordance with their respective interests, an underproduced party shall be entitled to take or deliver to a purchaser its full share of gas produced from such well (less any used in operations, vented, or lost) plus, an amount up to an additional twenty five percent (25%) of the monthly quantity of gas attributable to the overproduced party or parties. If more than one underproduced party is entitled to take additional gas, they shall divide the additional gas in proportion to their respective underproduced accounts. The first gas made up shall be assumed to be the first gas underproduced.

It is the agreement of the parties hereto that there will be no seasonal marketing of gas and utilization of the Gas Balancing Agreement to makeup volumes without the prior written consent of all parties hereto.

C. Gas Balance Reporting

Each party taking gas shall furnish or cause to be furnished to the Operator a monthly written statement of gas volumes taken and the identity of its gas purchaser, if any, no later than twenty (20) days after the preceding production month. Operator shall not be required to adjust its gas accounting statements reflecting a different gas purchaser until the first day of the month following the month in which such notice is received by the Operator. The Operator will maintain appropriate accounting on a monthly and cumulative basis of the quantities of gas each party is entitled to take and/or market and the quantities of gas taken and/or marketed by each of the parties to their respective gas purchasers. With respect to gas purchased from or transported for more than one party by or through one pipeline connected to the well, each party selling to or transporting through such one pipeline shall furnish to Operator or cause the pipeline owner to furnish to Operator monthly volume statements showing the split of ownership through such pipeline's sale or pipeline inlet meter during the preceding calendar month. Within ninety (90) days after the end of each producing calendar month, the Operator shall furnish each party a statement showing the status of the overproduced and underproduced accounts of all parties.

To determine respective volumes of gas taken by separate gas pipelines connected to the well, measurement of gas for overproduction and underproduction shall be accomplished by use of sales meters and lease measurement equipment which shall be in accordance with AGA requirements.

Each party to this agreement agrees that it will not utilize any information obtained hereunder for any purpose other than implementing or administering the terms of this agreement.

D. Ownership of Gas

All gas taken and marketed by a party in accordance with the terms of this agreement, regardless of whether such party is underproduced or overproduced, shall be regarded as gas taken for its own account with title thereto being vested in such party whether such gas is attributable to such party's working interest share of production, overproduction or makeup of underproduction.

E. Royalty and Production Tax

At all times while gas is produced from the Contract Area, unless otherwise required by any State or Federal law or regulations, each party shall pay or cause to be paid all royalty due and payable on its share of gas production as if each party were taking or delivering to a gas purchaser its share of gas production. Each party agrees to hold each other party harmless from any and all claims for royalty payments asserted by its royalty owners. The term "royalty owner" shall include owners of royalty, overriding royalties, production payments, and similar interests payable out of production.

Each party producing and taking or delivering gas to its gas purchaser shall pay, or cause to be paid, all production and severance taxes due on all volumes of gas actually taken or sold by such party.

IV. Cash Settlement

A. Volume/Value

If, at the permanent termination of production of gas from a well located on the Contract Area, or change in ownership as described in Paragraph IV.D.

below, an imbalance exists between the parties, a cash settlement of the imbalance between the parties relative to such well shall be made. The amount of the cash settlement will be limited to the proceeds actually received by the overproduced party or parties at the time of overproduction, less transportation and applicable treating charges and production and severance taxes paid on such overproduction and any charges assessed by Operator to said party for its proportionate share of Agent's actual costs to administer the Gas Balancing Agreement and to schedule volumes for the party's account. Royalty shall only be deducted from such proceeds attributable to the overproduction if actually paid to royalty owners by the overproduced party or parties. [No interest shall be added to any cash settlement hereunder.] That portion of the monies collected by the overproduced party or parties which is subject to refund by order of the Federal Energy Regulator Commission ("FERC") may be withheld by the overproduced party or parties until such prices are fully approved by FERC, unless the underproduced party or parties furnish a corporate undertaking acceptable to the overproduced party or parties agreeing to hold the overproduced party or parties harmless from financial loss due to refund orders by FERC.

B. Collection and Distribution

Operator shall provide within sixty (60) days of permanent termination of gas production, a final accounting of the gas balance to all parties hereto. Overproduced parties, within thirty (30) days of receipt of the final accounting of the gas balance, shall provide Operator with a monthly statement of revenue and volume for each month during which overproduction occurred that has not been made-up. Within sixty (60) days after receipt of such monthly statements from overproduced parties, Operator shall calculate and invoice each overproduced party for its share of the cash settlement, based on said revenue and volume statements, due each underproduced party. Overproduced Parties shall make settlement, based on the invoiced amount, to the Operator within thirty (30) days after receipt of said invoice. Such payment shall relieve an overproduced party of liability to any other party for the sums paid. Operator shall promptly distribute the funds it receives to the underproduced Parties in that proportion that each underproduced party's volume of gas in storage bears to the total of all underproduced Parties volume for gas in storage. Operator agrees that it will not utilize any information obtained pursuant to this Section IV of this agreement for any purpose other than implementing or administering the terms of this agreement.

C. Responsibility and Liability for Collection

Operator shall not be liable to any underproduced party for the failure of any overproduced party to pay any amounts owed pursuant to the terms hereof. In the event that any party fails to pay any sum due under the terms hereof after demand therefore by the Operator, the Operator may turn responsibility for the collection of such sum to the party or parties to whom it is owed; and Operator shall have no further responsibility in the event that such sums are not paid. Any party shall have the right after expiration of thirty (30) days after Operator shall have provided a final account of the gas balance to all parties hereto to demand on thirty (30) days advance written notice to both Operator and all overproduced parties that any payments due to such party for such party's underproduced volumes shall be paid directly to such party by the overproduced party(s), rather than being paid through Operator. In the event that an overproduced party pays to Operator any sums due to an underproduced party at any time after thirty (30) days following the receipt of such written notification of a demand that such underproduced party receive such payment directly, the overproduced party(s) shall continue to be liable to such underproduced party for any sums so paid, until such payment is actually received by such underproduced party. In no event shall Operator be liable or responsible for any amount of cash settlement based on a value asserted by an

underproduced party different than the value calculated based on the revenue and volume statements provided by the overproduced party or parties.

D. Ownership Changes

In the event an overproduced party intends to sell, assign, exchange or otherwise transfer any of its interest in a well located on the contract area, such overproduced party shall notify in writing the other working interest owners who are parties hereto in such well of such fact within forty-five (45) days prior to closing the transaction. Any underproduced party may demand of such overproduced party in writing, within twenty (20) days after receipt of the overproduced party's notice of intent to sell, assign, exchange or otherwise transfer its interest in a well, a cash settlement of its underproduction attributed to such overproduced party's overproduction in the well. Any cash settlement pursuant to this Paragraph IV.D. shall be on the same basis as otherwise set forth in paragraphs IV.A. through IV.C. hereof.

In the event a cash settlement is requested by operation of this Section D., the provisions of Section IV.(B) shall apply, but only to the overproduced party and underproduced parties affected by the subject change in ownership.

The provision of the Paragraph IV.D. shall not be applicable in the event an overproduced party has mortgaged its interests, or disposed of its interest by merger, reorganization, consolidation, or sale of substantially all of its assets to a subsidiary or parent company, or to any company in which any parent or subsidiary owns a majority of the stock of such company.

V. Miscellaneous

A. Term

This agreement shall remain in force and effect as long as the Operating Agreement to which it is attached remains in force and effect, and thereafter until the gas balance accounts between the parties are settled in full, and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, legal representatives, and assigns.

B. Expenses

Nothing herein shall change or affect each party's obligations to pay its proportionate share of all costs and liabilities incurred in operations on the Contract area as its share thereof is set out in the Operating Agreement to which this agreement is attached, except that each party which does not elect to take its production in kind and market accordingly, shall pay its proportionate share of any and all actual costs or fees assessed to the Operator by its Agent for services rendered including, but not limited to, providing nominations and confirmation services for volumes delivered, negotiation of Gas Sales Agreement(s), Amendments, and administering the Terms and Provision of the Gas Balancing Agreement.

C. Well Test

Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its gas purchaser up to one hundred percent (100%) of the entire well stream to meet the deliverability test required by its gas purchaser, provided that such tests are reasonable in light of overall industry standards.

D. Monitoring of Takes of Production

Each party shall, at all times, use its best efforts to regulate its takes and deliveries from each well on said contract area so that no well will be shut-in for overproducing the allowable assigned thereto by the regulatory body having jurisdiction. Additionally, each party shall communicate, as necessary, the contents of this agreement to its respective gas purchaser(s) or transporter(s) and shall monitor its deliveries to its respective gas purchaser(s) or transporter(s) so as to ensure to the greatest extent practicable that its gas

purchaser(s) or transporter(s) does not take gas in excess of the quantities provided herein.

- E. Cost of connection to another Pipeline other than the Pipeline originally servicing the well(s) located in the Contract Area by any take in kind party (Split Connection).

In the event a party or parties having an interest in any well or wells in the Contract Area is able to convince another pipeline to take its share of gas from a well or wells in the Contract Area, any and all costs incurred to connect said well or wells (Split Connect) shall be paid for by the take in kind party or parties. Said costs will include, but not be limited to (1) acquiring right of way, (2) the costs of the pipe to lay to said pipeline, (3) pipeline taps, (4) Meter runs and Meters, (5) Cathodic Protection, and (6) any other costs incurred to install said Split Connection. Installation of any Split Connection to any other pipeline other than that to which the well(s) were originally connected shall be installed and operated so as not to interfere with the operation of the equipment originally installed to accept gas deliveries and all equipment pertaining to said Split Connection shall be installed, operated, and maintained according to standard industry practices.

EXHIBIT "F"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED THE 15th DAY OF JUNE, 2000, BETWEEN NEARBURG PRODUCING COMPANY, AS OPERATOR, AND NEARBURG EXPLORATION COMPANY, L.L.C., ET AL, AS NON-OPERATORS

NOTICE OF JOINT OPERATING AGREEMENT, LIEN,
SECURITY INTERESTS AND FINANCING STATEMENT

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

WHEREAS, A Joint Operating Agreement dated June 15, 2000, has been entered into between Nearburg Producing Company, as Operator, and the undersigned parties, as Non-Operators, with respect to the exploration, development and operation of their Working Interest and Mineral Interest, insofar as said interests pertain to the following described land (hereinafter called "Contract Area") in Eddy County, New Mexico, to wit:

The East half (E/2) of Section 12, T-22-S, R-25-E
Eddy County, New Mexico

AND, WHEREAS the said Operating Agreement provides in part that the parties hereto have granted certain liens and security interests in the above referenced property, fixtures and production located thereon or produced therefrom, to wit:

"Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and/or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at a rate provided in Exhibit "C" to the above referenced Operating Agreement. To the extent that Operator has a security interest under the Uniform Commercial Code of the state, Operator 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 Operator for the secured indebtedness shall not be deemed as election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest, has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense."

WHEREAS, it is the intent of the parties to give third parties notice of this instrument by filing same in the records of Eddy County, New Mexico.

NOW, THEREFORE, the undersigned parties do hereby grant to each other those rights described in said Agreement regarding liens priority and security interests upon the property described above insofar as said parties' property is covered by the terms of the Joint Operating Agreement outlined herein.

Operator and Non-Operator agree that a carbon, photograph or other reproduction of this Notice shall be sufficient as a financing statement.

For the purpose of filing this Notice of Joint Operating Agreement Lien, Security Interests and Financing Statement as a financing statement, the mailing address of secured parties and debtor are set forth on the signature page attached hereto.

ATTENTION OF RECORDING OFFICE: This instrument gives notice of and grants liens and security interests to both Operator and Non-Operators. Operator is both a secured party and a debtor. Non-operators are both a secured party and debtor. This Notice, as a financing statement, should be indexed accordingly.

EXHIBIT "F"
NOTICE OF JOINT OPERATING AGREEMENT LIEN,
SECURITY INTERESTS AND FINANCING STATEMENT
PAGE -2-

The original of the Operating Agreement herein referenced, or a copy thereof, is maintained at Operator's office at P. O Box 823085, Dallas, Texas 75382-3085.

This instrument may be executed in multi-counterparts, no one of which need be executed by all parties hereto and the same shall be binding upon those parties, as well as their successors and assigns, who execute same, whether or not all named parties join in execution hereof. Counterparts thus executed shall together constitute but one and the same instrument. In the interest of facilitating, filing or recording this instrument thus executed in multi-counterparts, each executing party hereby authorizes removal of signature and acknowledgment pages and reassembly of the same into a single document composed of one copy of the substantive portions of this instrument attached to multiple, separately executed signature and acknowledgment pages.

This Agreement shall be effective the 15th day of June, 2000.

OPERATOR

NEARBURG PRODUCING COMPANY

P. O. Box 823085
Dallas, Texas 75382

By:  

Bob Shelton
Type or Print Name

Title: Land Manager

Date: _____

Tax ID or SS No. 74-1666262

NON-OPERATORS

NEARBURG EXPLORATION COMPANY, L.L.C.

P. O. Box 823085
Dallas, Texas 75382

By:  

Robert G. Shelton
Type or Print Name

Title: Attorney-in-Fact

Date: _____

Tax ID or SS No. 75-2626152

MATADOR PETROLEUM CORPORATION

8340 Meadow Road
Suite 158, Pecan Creek
Dallas, Texas 75231-3751

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

FASKEN LAND AND MINERALS, LTD. A TEXAS LIMITED PARTNERSHIP, FASKEN MANAGEMENT, LLC, GENERAL PARTNER

303 W. Wall, Suite 1900
Midland, Texas 79701

By:  

Norbert J. Dickman
Type or Print Name

Title Vice President

Date _____

EXHIBIT "F"
NOTICE OF JOINT OPERATING AGREEMENT LIEN,
SECURITY INTERESTS AND FINANCING STATEMENT
PAGE -3-

P. O. Box 1518
Roswell, New Mexico 88202

CHARLES B. READ

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

NORMAN L. STEVENS, JR.

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

STANLEY TYLER

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

PAUL RAY

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

ESTATE OF LILLIE YATES

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

SHARBRO OIL CO. LTD.

By: _____

Type or Print Name

Title _____

Date _____

Tax ID or SS No. _____

P. O. Box 1518
Roswell, New Mexico 88202

P. O. Box 1518
Roswell, New Mexico 88202

P. O. Box 1518
Roswell, New Mexico 88202

105 S. Fourth Street
Artesia, New Mexico 88210

105 S. Fourth Street
Artesia, New Mexico 88210

EXHIBIT "F"
NOTICE OF JOINT OPERATING AGREEMENT LIEN,
SECURITY INTERESTS AND FINANCING STATEMENT
PAGE -4-

105 S. Fourth Street
Artesia, New Mexico 88210

S. P. YATES

By: _____

Type or Print Name

Title

Date

Tax ID or SS No.

UNION PACIFIC RESOURCES

c/o Anadarko Petroleum Corp.
P. O. Box 1330
Houston. Texas 77251

By: _____

Type or Print Name

Title

Date

Tax ID or SS No.

ACKNOWLEDGMENTS

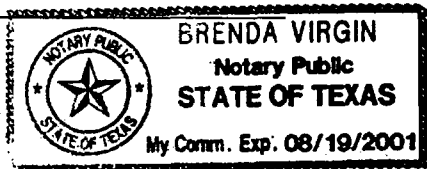
STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the 15th day of June, 2000, by Bob Shelton, as Land Manager of Nearburg Producing Company, a Texas corporation, on behalf of said corporation.

Brenda Virgin

Notary Public, State of Texas

My Commission Expires:



STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the 15th day of _____, 2000, by Robert G. Shelton, as Attorney-in-Fact of Nearburg Exploration Company, L. L. C., a Texas limited liability company, on behalf of said company.

Brenda Virgin

Notary Public, State of Texas

My Commission Expires:

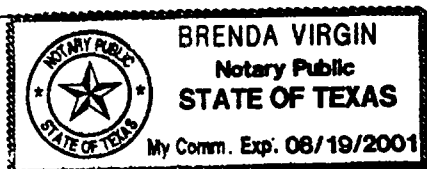


EXHIBIT "F"
NOTICE OF JOINT OPERATING AGREEMENT LIEN,
SECURITY INTERESTS AND FINANCING STATEMENT
PAGE -5-

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by _____, as _____ of Matador Petroleum Corporation, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires:

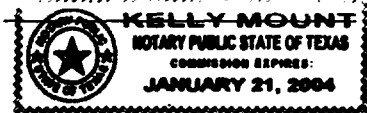
STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the 12 day of September, 2000, by Norbert J. Dickman, as Vice President of Fasken Management, LLC, General Partner of Fasken Land & Minerals, Ltd., a Texas limited partnership, on behalf of said partnership.

Kelly Mount

Notary Public, State of Texas

My Commission Expires:



STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by _____, as _____ of Fasken Management, LLC, General Partner of Fasken Oil and Ranch, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

My Commission Expires:

STATE OF NEW MEXICO §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2000, by Charles B. Read.

Notary Public, State of New Mexico

My Commission Expires:

EXHIBIT "F"
NOTICE OF JOINT OPERATING AGREEMENT LIEN,
SECURITY INTERESTS AND FINANCING STATEMENT
PAGE -6-

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day
of _____, 2000, by Norman L. Stevens, Jr.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day
of _____, 2000, by Stanley Tyler.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day
of _____, 2000, by Paul Ray.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day
of _____, 2000, by _____, as _____ of the
Estate of Lillie Yates.

Notary Public, State of New Mexico

My Commission Expires:

EXHIBIT "F"
NOTICE OF JOINT OPERATING AGREEMENT LIEN,
SECURITY INTERESTS AND FINANCING STATEMENT
PAGE -7-

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day
of _____, 2000, by _____, as _____ of
Sharbro Oil Co., Ltd., a _____ partnership, on behalf of
said partnership.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day
of _____, 2000, by S. P. Yates.

Notary Public, State of New Mexico

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this the ____ day
of _____, 2000, by _____, as _____
of Union Pacific Resources, a _____ corporation, on behalf of said
corporation.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED THE 15th DAY OF JUNE, 2000, BETWEEN NEARBURG PRODUCING COMPANY, AS OPERATOR, AND NEARBURG EXPLORATION COMPANY, L.L.C., ET AL, AS NON-OPERATORS

I. Identification of Lands Subject to this Agreement:

The East Half (E/2) of Section 12, Township-22-South, Range-25-East, Eddy County, New Mexico

II. Restrictions as to depths or formations:

This agreement is limited from the surface of the earth to the base of the Morrow formation.

III. Percentage of Parties to this Agreement:

	<u>WI % surface to 10,600' subsurface</u>	<u>WI % below 10,600' to base of Morrow</u>
Nearburg Exploration Company, L.L.C.	74.209602%	72.768530%
Matador Petroleum Corporation	9.866141%	18.943300%
Fasken Land & Minerals, Ltd.	9.505740%	8.288170%
Charles B. Read	1.858790%	-0-
Norman L. Stevens, Jr.	1.858790%	-0-
Stanley Tyler	1.260676%	-0-
Paul Ray	0.359969%	-0-
Estate of Lillie Yates	0.180177%	-0-
Sharbro Ltd.	0.180177%	-0-
S. P. Yates	0.359969%	-0-
Union Pacific Resources	<u>0.359969%</u>	<u>-0-</u>
	100.000000%	100.000000%

IV. Oil and Gas Leases Subject to this Agreement:

Lease Serial #: E-5679-4
 Lease Date: October 10, 1951
 Lessor: State of New Mexico
 Lessee: Howard W. Jennings
 Description: Insofar and only insofar as said lease covers the SE/4 NE/4 of Section 12, T-22-S, R-25-E, Eddy County, New Mexico

Lease Serial #: V-5237
 Lease Date: February 1, 1998
 Lessor: State of New Mexico
 Lessee: Hanagan Oil Properties, Inc.
 Description: The NW/4 SE/4 of Section 12, T-22-S, R-25-E Eddy County, New Mexico

Lease Serial #: LC-064528-A
 Lease Date: February 1, 1951
 Lessor: United States of America
 Lessee: Roy L. Flood
 Description: Insofar and only insofar as said lease covers Section 12: Lot 1,2, E/2 SE/4, SW/4 SE/4, T-22-S, R-25-E, Eddy County, New Mexico

Lease Serial #: LC 065532
 Lease Date: May 1, 1951
 Lessor: United States of America
 Lessee: Josephine Rodke
 Recorded: Book 57, page 67 of the Oil and Gas Records of Eddy County
 Description: Section 12: Lot 3, T-22-S, R-25-E Eddy County, New Mexico