

203 West Wall Street  
Suite 1201 (Zip 79701)  
P.O. Box 10187  
Midland, Texas 79702

**DALE DOUGLAS**  
*Oil & Gas Properties*

Area Code: 915  
Phone : 682-5565  
Fax: 682-4498  
Email: ddrmidland@aol.com

November 1, 2000

CERTIFIED MAIL: \_\_\_\_\_

Kriti Exploration, Inc.  
1010 Lamar, Suite 750  
Houston, TX 77002-6311

Re: Well Proposal  
Double Hackle Peacock #1 Well  
Legal location in NW/4 of Section 31, T16S, R36E  
Lea County, New Mexico  
Our South Payday Deep Prospect

Gentlemen:

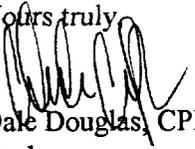
David H. Arrington Oil & Gas, Inc., PO Box 2071, Midland, Texas 79702, hereby proposes the drilling of the captioned well to be drilled at a legal location in the NW/4 of Section 31, T16S, R36E, Lea County, New Mexico. This well is proposed to be drilled to a depth of approximately 13,100' to test the Atoka/Miss formation. The proposed spacing unit for this well will be the W/2 of said Section 31.

You will find enclosed Arrington's AFE which sets forth the anticipated costs for the drilling and completing of this test well. In the event that you should elect to participate in the drilling of this test well, please so indicate by signing and returning one copy of the AFE to my attention at the letterhead address. Upon receipt of same, we will forward for your review and execution a Joint Operating Agreement.

Our preliminary review indicates that you are the owner of the leasehold estate in the SW/4 of Section 31, T16S, R36E as follows: (1) Lot 3 and NE/4SW/4- 50% leasehold and (2) Lot 4 and SE/4SW/4-100%. This information as to your ownership is subject to your verification, and we do not represent that this is your actual ownership.

In the event that you should elect to not participate in the drilling of this test well, we would propose that you grant to Arrington a term assignment covering your leasehold estate under this proposed spacing unit, under the following terms and conditions: (i) \$100.00 per net leasehold acre bonus, (ii) Two (2) year term, (iii) you would retain an overriding royalty equaling the difference between 22% and current leasehold burdens, and (iv) Mutually acceptable form of term assignment.

Please review this proposal at your earliest convenience, and in the interim period should you have any questions or comments, please advise. Thank you for your consideration.

Yours truly,  
  
Dale Douglas, CPL  
Enclosure

BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Case No. 12675 Exhibit No. 2  
Submitted by:  
David H. Arrington Oil & Gas, Inc.  
Hearing Date: May 31, 2001

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

Article Sent to: **Pure Resources**

Package #	33
Certified Fee	1.40
Return Receipt Fee (endorsement required)	1.25
Restricted Delivery Fee (endorsement required)	
Total Postage & Fees	\$ 2.98

Name (Please Print Clearly) (To be completed by mailer)  
 Street, Apt. No., or P.O. Box No.  
 City, State, ZIP+4

PS Form 3811, JULY 1999

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. John Lodge  
 Pure Resources, Inc.  
 500 W. Texas, Ste 200  
 Midland, TX 79701

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) \_\_\_\_\_ B. Date of Delivery: 11-7-99

C. Signature: [Signature]  Agent  Addressee

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

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes  No

2. Article Number (Copy from service label) 7093220000511836743

Domestic Return Receipt  
 PS Form 3811, July 1999 102595-99-M-1789

7093220000511836743

203 West Wall Street  
Suite 1201 (Zip 79701)  
P.O. Box 10187  
Midland, Texas 79702

**DALE DOUGLAS**  
*Oil & Gas Properties*

Area Code: 915  
Phone : 682-5565  
Fax: 682-4498  
Email: ddrmidland@aol.com

November 1, 2000

CERTIFIED MAIL: 709932200005 118 36743

Mr. John Lodge  
Pure Resources, Inc.  
500 West Texas, Suite 200  
Midland, TX 79702

Re: Well Proposal  
Double Hackle Peacock #1 Well  
Legal location in NW/4 of Section 31, T16S, R36E  
Lea County, New Mexico  
Our South Payday Deep Prospect

Gentlemen:

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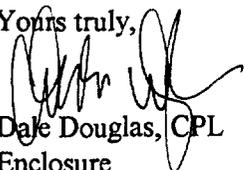
You will find enclosed Arrington's AFE which sets forth the anticipated costs for the drilling and completing of this test well. In the event that you should elect to participate in the drilling of this test well, please so indicate by signing and returning one copy of the AFE to my attention at the letterhead address. Upon receipt of same, we will forward for your review and execution a Joint Operating Agreement.

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Please review this proposal at your earliest convenience, and in the interim period should you have any questions or comments, please advise. Thank you for your consideration.

Yours truly,

  
Dale Douglas, CPL  
Enclosure

**AUTHORITY FOR EXPENDITURE (AFE)**

Original  
 Supplemental

AFE #: 00-094270 Date: 8/21/00  
 Lease: Double Hackle Peacock Well #: 1 Well Type: Exploratory/Oil  
 Location: Legal in NW/4 of Sec. 31 T16S-R36E County: Lea State: New Mexico  
 Prospect: South Payday Deep Objective: Mississippian Proposed TD: 13,100'

Purpose of Expenditure: Drill and Complete Mississippian Test  
W/2 Proration Unit

CODE	INTANGIBLE EXPENSE	DRILLING	COMPLETION	TOTAL
	Surveying	800	0	800
	Staking & Permitting	2,700	0	2,700
	Location, Roads & Damages	25,000	3,000	28,000
	Lease Restoration	4,500	0	4,500
	Mobilization/Demobilization	0	0	0
	Drilling - Footage 13,100 @ \$27.00 /Ft	354,000	0	354,000
	Drilling - Daywork 9 @ \$6,400 /Day	57,500	0	57,500
	Drilling - Directional	0	0	0
	Completion Rig 10 @ \$1,500 /Day	0	15,000	15,000
	Pit Lining	5,000	0	5,000
	Bits, Reamers & Stabilizers	0	0	0
	Drilling & Completion Fluids & Oil	30,000	5,000	35,000
	Water	20,000	3,000	23,000
	Mud Logging 30 @ \$500 /Day	15,000	0	15,000
	Drill Stem Tests	8,000	0	8,000
	Coring Services	0	0	0
	Logging - Open Hole & Sidewall Cores	50,000	0	50,000
	Cement & Services - Surface	4,000	0	4,000
	Cement & Services - Intermediate	10,000	0	10,000
	Cement & Services - Production	0	15,000	15,000
	Perforating & Cased Hole Logs	0	8,000	8,000
	Acidizing, Fracturing & Stimulation	0	25,000	25,000
	Rental Equipment (Safety, Test Tk., Choke, ect.)	15,000	5,000	20,000
	Installation - Production Facilities	0	9,000	9,000
	Inspection & Well Testing	5,000	3,000	8,000
	Transportation	2,000	3,000	5,000
	Miscellaneous Labor	2,000	2,000	4,000
	Engineering & Geological Services	8,000	3,000	11,000
	Overhead	11,000	2,500	13,500
	Supervision	18,000	4,000	22,000
	Sand Blast & Coat Casing	0	4,000	4,000
	Contingencies	46,700	12,300	59,000
	Gross Receipts Tax	43,500	7,500	51,000
	<b>TOTAL INTANGIBLE EXPENSE</b>	<b>737,700</b>	<b>129,300</b>	<b>867,000</b>

CODE	TANGIBLE EXPENSE	DRILLING	COMPLETION	TOTAL
	Casing - Conductor 40 of 20 @ \$50.00 /Ft	2,000	0	2,000
	Casing - Surface 480 of 13 3/8 @ \$18.80 /Ft	9,000	0	9,000
	Casing - Intermediate 1,000 of 8 5/8 @ \$13.90 /Ft	14,000	0	14,000
	Casing - Intermediate 3,900 of 8 5/8 @ \$10.50 /Ft	41,000	0	41,000
	Casing - Production 9,600 of 5 1/2 @ \$7.40 /Ft	0	71,000	71,000
	Casing - Production 3,500 of 5 1/2 @ \$8.00 /Ft	0	28,000	28,000
	Tubing 13,100 of 2 7/8 @ \$3.10 /Ft	0	41,000	41,000
	Float & Other Equipment	5,400	1,500	6,900
	Wellhead Equipment, Tree	5,800	8,400	14,200
	Sucker Rods	0	0	0
	Down Hole Pump	0	0	0
	Packer/TAC	0	4,300	4,300
	Pumping Unit & Prime Mover	0	0	0
	Tank Battery & Storage Facilities	0	19,000	19,000
	Separator/Heater Treater/Dehydrator	0	8,500	8,500
	Meters & Flowlines	0	1,000	1,000
	Miscellaneous Valves & Fittings	0	16,000	16,000
	Gross Receipts Tax	4,900	12,200	17,100
	<b>TOTAL TANGIBLE EXPENSE</b>	<b>82,100</b>	<b>210,900</b>	<b>293,000</b>
	<b>TOTAL WELL COST</b>	<b>819,800</b>	<b>340,200</b>	<b>1,160,000</b>

NOTE: THIS AFE IS ONLY AN ESTIMATE. BY RETURNING ONE APPROVED COPY, YOU AGREE TO PAY YOUR SHARE OF THE ACTUAL COSTS INCURRED.

Prepared By: Steve Scott, Engineer Partner Approval: \_\_\_\_\_  
 Approved By: David H. Arrington Company: \_\_\_\_\_  
 Title: President Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

203 West Wall Street  
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**DALE DOUGLAS**  
*Oil & Gas Properties*

Area Code: 915  
Phone : 682-5565  
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May 17, 2001

Mr. Robert Ready  
Pure Resources, Inc.  
500 West Texas, Suite 200  
Midland, TX 79702

Kriti Exploration, Inc.  
1010 Lamar, Suite 750  
Houston, TX 77002-6311

Re: Well Proposal  
Double Hackle Peacock #1 Well  
Approximately 2400' FSL and 1350' FWL of Section 31, T16S, R36E  
Lea County, New Mexico  
Our South Payday Deep Prospect

Gentlemen:

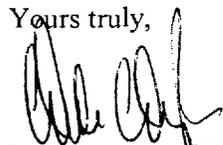
In November 2000, David H. Arrington Oil & Gas, Inc. proposed the drilling of the captioned well. Subsequent conversations with you have indicated that you would likely participate in the drilling of this test well.

You will find enclosed Arrington's revised AFE which sets forth the anticipated costs for the drilling and completing of this test well, which reflects the increase in costs. As well, we have enclosed our proposed Joint Operating Agreement for your review and execution.

In the event that you should elect to participate in the drilling of this test well, please so indicate by signing and returning one copy of the AFE, along with the extra signature page to the Joint Operating Agreement, to my attention at the letterhead address.

Please review this proposal at your earliest convenience, and in the interim period should you have any questions or comments, please advise. Thank you for your consideration.

Yours truly,



Dale Douglas, CPL

Enclosures

DAVID H. ARRINGTON OIL AND GAS, INC.

AUTHORITY FOR EXPENDITURE (AFE)

Original  
 Supplemental

AFE #: \_\_\_\_\_ Date: 04/25/01  
 Lease: Double Hackle Peacock Well #: 1 Well Type: Exploratory/Gas  
 Location: 2400' FSL & 1350' FWL Sec 31 County: Lea State: New Mexico  
T165-R36E  
 Prospect: South Payday Deep Objective: Mississippian Proposed TD: 12,700'

Purpose of Expenditure: Drill and Test Atoka "Brunson" Morrow, Austin, Carlisle & Mississippian Intervals

CODE	INTANGIBLE EXPENSE	DRILLING	COMPLETION	TOTAL
	Surveying	800	0	800
	Staking & Permitting	200	0	200
	Location, Roads & Damages	30,000	2,000	32,000
	Lease Restoration	6,000	0	6,000
	Mobilization/Demobilization	40,000	0	40,000
	Drilling - Footage @ /Ft	0	0	0
	Drilling - Daywork 40 @ \$12,500 /Day	500,000	0	500,000
	Drilling - Directional @	0	0	0
	Completion Rlg 12 @ \$1,800 /Day	0	21,600	21,600
	Fuel, Power & Lubricants	40,000	0	40,000
	Bits, Reamers & Stabilizers	80,000	0	80,000
	Drilling & Completion Fluids	35,000	2,000	37,000
	Water	18,000	2,000	20,000
	Mud Logging 25 @ \$650 /Day	16,250	0	16,250
	Drill Stem Tests (3 tests)	15,000	0	15,000
	Coring Services	0	0	0
	Logging - Open Hole & Sidewall Cores	55,000	0	55,000
	Cement & Services - Surface	5,000	0	5,000
	Cement & Services - Intermediate	15,000	0	15,000
	Cement & Services - Production	0	15,000	15,000
	Casing Crews/Laydown Machine	3,000	4,000	7,000
	Perforating & Cased Hole Logs	0	12,000	12,000
	Acidizing, Fracturing & Stimulation	0	100,000	100,000
	Rental Equipment	14,500	3,500	18,000
	Installation - Production Facilities/Electrical	0	15,000	15,000
	Inspection & Testing	5,000	1,000	6,000
	Transportation	5,000	3,500	8,500
	Miscellaneous Labor	2,000	3,000	5,000
	Engineering & Geological Services	4,400	2,000	6,400
	Overhead	8,885	2,000	10,885
	Supervision	24,000	7,200	31,200
	Sand Blast & Coat Casing	0	5,000	5,000
	Contingencies	62,000	13,900	75,900
	Gross Receipts Tax	53,300	12,000	65,300
	<b>TOTAL INTANGIBLE EXPENSE</b>	<b>1,038,335</b>	<b>226,700</b>	<b>1,265,035</b>

CODE	TANGIBLE EXPENSE	DRILLING	COMPLETION	TOTAL
	Casing - Conductor of @ /Ft		0	0
	Casing - Surface 470 of 13 3/8" @ \$18.30 /Ft	8,601	0	8,601
	Casing - Intermediate 1000 of 8 5/8" @ \$13.50 /Ft	13,500	0	13,500
	Casing - Intermediate 4,000 of 8 5/8" @ \$11.50 /Ft	46,000	0	46,000
	Casing - Production 9,000 of 5 1/2" @ \$7.80 /Ft	0	70,200	70,200
	Casing - Production 3,700 of 5 1/2" @ \$8.00 /Ft	0	29,600	29,600
	Tubing 12,900 of 2 7/8" @ \$3.80 /Ft	0	49,020	49,020
	Float & Other Equipment	2,700	1,500	4,200
	Wellhead Equipment, Tree	5,000	15,000	20,000
	Sucker Rods	0		0
	Down Hole Pump	0		0
	Packer/TAC/Misc Downhole	0	12,000	12,000
	Pumping Unit & Prime Mover	0		0
	Tank Battery & Storage Facilities	0	17,000	17,000
	Separator/Heater Treater/Dehydrator	0	22,000	22,000
	Meters & Flowlines	0	8,000	8,000
	Miscellaneous Valves & Fittings	0	20,000	20,000
	Contingencies	5,000	16,300	21,300
	<b>TOTAL TANGIBLE EXPENSE</b>	<b>80,801</b>	<b>260,620</b>	<b>341,421</b>
	<b>TOTAL WELL COST</b>	<b>1,119,136</b>	<b>487,320</b>	<b>1,606,456</b>

NOTE: THIS AFE IS ONLY AN ESTIMATE. BY RETURNING ONE APPROVED COPY, YOU AGREE TO PAY YOUR SHARE OF THE ACTUAL COSTS INCURRED.

David H. Arrington Oil & Gas, Inc. Approval:

Partner Approval:

Prepared By:

Company:

Chuck Sledge, Petroleum Engineer

Approved By:

Approved By:

David H. Arrington, President

Title:

Title:

Date:

Date:

A.A.P.L. FORM 610-1982

**MODEL FORM OPERATING AGREEMENT**

OPERATING AGREEMENT

DATED

May 1 , 2001 ,  
year

OPERATOR DAVID H. ARRINGTON OIL & GAS, INC.

CONTRACT AREA SEE EXHIBIT "A"

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COUNTY OR PARISH OF LEA STATE OF NEW MEXICO

**DOUBLE HACKLE PEACOCK**

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OPERATING AGREEMENT

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THIS AGREEMENT, entered into by and between DAVID H. ARRINGTON OIL & GAS, INC., 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.~~
- G. Exhibit "G", ~~Tax Partnership Memorandum of Operating Agreement~~

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

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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 all burdens 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. Any party taking its share of production in kind shall pay or deliver or cause to be paid or delivered the royalties due on its share of production.

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, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C", 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.

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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.

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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 interest; 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.

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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

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A. Designation and Responsibilities of Operator:

DAVID H. ARRINGTON OIL & GAS, INC. 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 1<sup>st</sup> day of October, (year) 2001, Operator shall commence the drilling of a well for oil and gas at the following location:

**Approximately 2,400' FSL and 1350' FWL of Section 31, T16S, R36E**

and shall thereafter continue the drilling of the well with due diligence to **a depth of approximately 12,700' or to a depth adequate to test the Mississippian 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 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.

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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.

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, 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~~200% 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~~200% 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) 400 % 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 400 % 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~~<sup>four</sup> hundred percent (~~100~~400%) 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, 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 unreturned 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 if 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 call "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 salvageable 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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54  
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 all other in-  
61 stances the response period to a proposal for sidetracking shall be limited to thirty (30) days.

62  
63  
64  
65 **C. TAKING PRODUCTION IN KIND:**

66  
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 <sup>If the operator does not participate</sup>  
42 <sup>by immediately proposing operations to the other parties</sup>

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

56

57

58

59

**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.

19

20

**ARTICLE VII.**  
**EXPENDITURES AND LIABILITY OF PARTIES**

21

22

23

**A. Liability of Parties:**

24

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, joint~~  
29 ~~venture or agency relationship, or to render the parties liable as partners, co-venturers or principles.~~

30

31

**B. Liens and Payment Defaults:**

32

33

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  
34 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  
35 at the rate provided in Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the  
36 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-  
37 taining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien  
38 rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share  
39 of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from  
40 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  
41 purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien  
42 and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

43

44

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by  
45 Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that  
46 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  
47 reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

48

49

**C. Payments and Accounting:**

50

51

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development  
52 and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective propor-  
53 tionate shares upon the expense basis provided in Exhibit "C". Operator shall keep an accurate record of the joint account hereunder,  
54 showing expenses incurred and charges and credits made and received.

55

56

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

64

65

**D. Limitation of Expenditures:**

66

67

1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened  
68 pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling or deepening shall include:

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.

3

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 (\$ 25,000.00 )  
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 \_\_\_\_\_~~  
28 ~~Dollars (\$ \_\_\_\_\_ ) but less than the amount first set forth above in this paragraph.~~

29

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

31

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.

39

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.

45

46 F. Taxes:

47

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 with respect  
68 to 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:

2

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:

17

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:

42

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.

8  
9 **D. Maintenance of Uniform Interests:**

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  
15 ~~1. the entire interest of the party in all leases and equipment and production; or~~  
16  
17 ~~2. an equal undivided interest in all leases and equipment and production in the Contract Area.~~

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

21  
22 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  
23 require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for  
24 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  
25 party's interest within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter  
26 into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract  
27 Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

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

30  
31 If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an  
32 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  
33 interest therein.

34  
35 **F. Preferential Right to Purchase:**

36  
37 ~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract~~  
38 ~~Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the~~  
39 ~~name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms~~  
40 ~~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~~  
41 ~~on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchas-~~  
42 ~~ing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing par-~~  
43 ~~ties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to~~  
44 ~~dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent com-~~  
45 ~~pany or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.~~

46  
47 **ARTICLE IX.**  
48 **INTERNAL REVENUE CODE ELECTION**

49  
50 This agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association  
51 for profit between or among the parties hereto. Notwithstanding any provision herein that the rights and liabilities hereunder are several  
52 and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for federal income tax  
53 purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded  
54 from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1986, as per-  
55 mitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to ex-  
56 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  
57 United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements,  
58 and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further  
59 evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the  
60 Federal Internal Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other  
61 action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract  
62 Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1,  
63 Subtitle "A", of the Internal Revenue Code of 1986, under which an election similar to that provided by Section 761 of the Code is per-  
64 mitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing elec-  
65 tion, each such party states that the income derived by such party from operations hereunder can be adequately determined without the  
66 computation of partnership taxable income.

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 twenty five thousand Dollars (\$ 25,000.00 ) 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. All claims or suits involving title to any interest subject to this agreement shall be treated as a claim or a suit against all parties hereto.

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 suspending 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 six months 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 six months 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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4 **ARTICLE XIV.**  
5 **COMPLIANCE WITH LAWS AND REGULATIONS**

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10 **A. Laws, Regulations and Orders:**

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12 This agreement shall be subject to the conservation laws of the state in which the Contract Area is located, to the valid rules,  
13 regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, or-  
14 dinances, rules, regulations, and orders.  
15

16  
17 **B. Governing Law:**

18  
19 This agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-performance, breach,  
20 remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the law of the state in which  
21 the Contract Area is located. If the Contract Area is in two or more states, the law of the state of NEW MEXICO  
22 shall govern.  
23

24  
25  
26  
27 **C. Regulatory Agencies:**

28  
29 Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights,  
30 privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or orders promulgated  
31 under such laws in reference to oil, gas and mineral operations, including the location, operation, or production of wells, on tracts offset-  
32 ting or adjacent to the Contract Area.  
33

34  
35 With respect to operations hereunder, Non-Operators agree to release Operator from any and all losses, damages, injuries, claims  
36 and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation or application of rules,  
37 rulings, regulations or orders of the Department of Energy or predecessor or successor agencies to the extent such interpretation or ap-  
38 plication was made in good faith. Each Non-Operator further agrees to reimburse Operator for any amounts applicable to such Non-  
39 Operator's share of production that Operator may be required to refund, rebate or pay as a result of such an incorrect interpretation or  
40 application, together with interest and penalties thereon owing by Operator as a result of such incorrect interpretation or application.  
41

42  
43 Non-Operators authorize Operator to prepare and submit such documents as may be required to be submitted to the purchaser  
44 of any crude oil sold hereunder or to any other person or entity pursuant to the requirements of the "Crude Oil Windfall Profit Tax Act  
45 of 1980", as same may be amended from time to time ("Act"), and any valid regulations or rules which may be issued by the Treasury  
46 Department from time to time pursuant to said Act. Each party hereto agrees to furnish any and all certifications or other information  
47 which is required to be furnished by said Act in a timely manner and in sufficient detail to permit compliance with said Act.  
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59 **ARTICLE XV.**  
**OTHER PROVISIONS**

If any provisions hereinafter set forth in this Article XV. Are inconsistent with the provisions herein before contained, the provisions of Article XV. shall prevail.

**XV.A. Place of Payment.**

All sums payable hereunder shall be payable at the physical address of the Operator as set forth on Exhibit "A", as may be amended by written notification, or at such other place as Operator may from time to time designate.

**XV.B. Taxes.**

If the Operator is required hereunder to pay ad valorem taxes 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 percentage of tax value generated by each party's working interest.

**XV.C. Rework, Deepen or Plug Back, Producing Well.**

No well which is producing in commercial quantities shall be reworked, deepened or plugged back without the consent of a party or parties owning an aggregate of 75% of the working interest in such well. A party who has elected not to participate in such operation (as permitted in Article VI.B.) may nonetheless consent to the conducting of such operations by less than all the parties in accordance with Article VI.B.2.

**XV.D. Advance Payments.**

Notwithstanding the provisions of Article VII.C. hereof, if Operator desires, or is requested by any Non-Operator to do so, Operator shall advance bill each Non-Operator who elects to participate in any approved operation hereunder, one hundred percent (100%) of Non-Operator's proportionate share of the costs attributable to the entire operation. Non-Operators who have elected to participate in any such operations shall remit to Operator within fifteen (15) days of receipt of invoice therefore, or within 24 hours prior to the commencement of the proposed operation, whichever occurs first, one hundred percent (100%) of the amount so invoiced. The invoice may be included with the notice of a proposed operation and the fifteen (15) day /24 hour period in which to pay may run simultaneously with the fifteen (15) day /24 hour period in which to make an election in a proposed operation. If not received by Operator within said fifteen (15) days, or 24 hours, as the case may be, Operator shall notify Non-Operator in writing that it has not received payment and grant Non-Operator an additional period of five (5) days in which to pay. If said Operator does not receive payment within the prescribed time, Operator may, without prejudice to other existing remedies, at its sole option, consider such non-payment to constitute an election not to participate under Article VI.B.2. of this Operating Agreement in the same manner, to the same extent and with the same force that failure to reply within the prescribed period constitutes an election not to participate.

**XV.E. Liabilities for Penalties and/or Assessments.**

Any State or Federal regulation, penalties and/or assessments which may be lawfully applied to Operator as the result of any action by him in his conduct of the operations hereunder, shall be shared by the Operator and the Non-Operators in proportion to their interests as set forth in Exhibit "A" hereof; provided there is an absence of fraud or intentional misrepresentation or other acts of misconduct by the Operator.

**XV.F. Sequence of Operations.**

Where a well, authorized under the terms of this Operating Agreement by all parties (or by less than all parties under Article VI.B.) has been drilled to the authorized depth or the objective formation and the parties participating in the well cannot agree on the sequence and timing of further operations regarding such well, the following proposals shall control in the order enumerated below:

- (1) a proposal to do additional logging, coring or testing;
- (2) a proposal to attempt to complete the well at either the authorized depth or in the objective formation;
- (3) a proposal to deepen the well;
- (4) a proposal to sidetrack the well;
- (5) a proposal to drill a lateral (horizontal) in the well; and

(6) a proposal to plug back and attempt to complete the well.

It is provided, however, that if the hole is in such a condition that, in the opinion of the Operator, a reasonably prudent Operator would not conduct the operations contemplated by the particular election involved for fear of placing the hole in jeopardy of losing the same prior to completing the well at the authorized depth or objective formation, the operation which, in the opinion of the Operator, is then less likely to jeopardize the well will be conducted. If the parties are equally divided as to whether such operations may jeopardize the well, the Operator's opinion will prevail. It is further understood that if some, but not all parties, elect to participate in the additional logging, coring or testing, they may do so at their sole cost and the party or parties not participating in such operations shall not be entitled to the logs, cores or the results of the tests but shall suffer no other penalty.

If the Operator is not successful with its first (or subsequent) completion attempt(s) and the Operator, or Non-Operator, recommends a completion attempt in another zone, then any previous Non-Consent Parties shall be entitled to notice and the option to participate regardless of their election on a previous completion attempt; however, to have such options, such parties must have participated in all operations leading up to the initial completion attempt (for the purposes hereof, the conducting of sole benefit logging, coring, or testing shall not exclude any other party from the right to participate), and, if they did not pay their share of the casing and cementing in the initial completion attempt, they shall pay their share of the costs of casing and cementing to the zone being contemplated for completion (which shall be calculated by multiplying the total costs of casing and cementing times the lowest depth of the zone being contemplated for completion divided by the total depth of the casing in the hole). The money received by Operator shall be allocated to the Consenting Parties in the proportion that they paid for the casing and cementing. This option is a recurring right.

#### **XV.G Memorandum of Operating Agreement.**

The parties hereto agree to execute the Memorandum of Operating Agreement attached hereto as Exhibit "G". This instrument may be executed in one document signed by all the parties or in separate documents which shall be counterparts hereof, or by an instrument or instruments of ratification of an executed counterpart or counterparts. If executed in separate counterparts, all such counterparts and all ratifications thereof when executed by one or more parties shall constitute but one and the same instrument. The failure of one or more parties to execute this instrument, a counterpart hereof or a ratification hereof shall not in any manner affect the validity and binding effect of same as to the parties who execute said instrument. For recordation purposes, the operator or its successor operator, is authorized to detach the signature and acknowledgment pages from one or more counterparts and to attach them for filing with any other executed counterpart.

#### **XV.H. Additional Costs to Plugging and Abandonment.**

Notwithstanding anything to the contrary contained in Article VI.E.1. and Article VII.D.1., Option No. 2, it is agreed that where a party participates in the drilling of a well but then is a Non-Consenting Party to a subsequent operation on such a well that directly or indirectly causes additional plugging and abandoning costs to be incurred above what was normal and reasonable, then such additional plugging and abandoning costs shall be borne solely by the Consenting Parties thereto (proportionately to their aggregate interest in the subsequent operation).

#### **XV.I. Bankruptcy.**

If, following the granting of relief under the Bankruptcy Code to any party hereto as debtor thereunder, this Operating Agreement should be held to be an executory contract within the meaning of 11 U.S.C. S365, then the Operator, or (if the Operator is the debtor in bankruptcy) any other party, shall be entitled to a determination by debtor or any trustee for debtor within thirty (30) days from the date an order for relief is entered under the Bankruptcy code as to the rejection or assumption of this Operating Agreement. In the event of an assumption, Operator or said other party shall be entitled to adequate assurances as to future performance of debtor's obligation hereunder and the protection of the interest of all other parties.

#### **XV.J. Operations by David H. Arrington Oil & Gas, Inc:**

The parties hereto acknowledge that David H. Arrington Oil & Gas, Inc., a contract operator for David H. Arrington, may or may not own any interest in the Contract Area. In the event that David H. Arrington, or any of his affiliates, single subsidiary, parent or successor corporation/entity no longer owns an interest in the Contract Area, David H. Arrington Oil & Gas, Inc. will be deemed to have resigned as Operator and a successor operator shall be selected pursuant to Article V.B.2 hereof. In the event however, that David H. Arrington, or any of his affiliates, single subsidiary, parent or successor corporation/entity own an interest in the Contract Area and, has another contract operator, then David H. Arrington, or any of his affiliates, single subsidiary, parent or successor corporation/entity may replace David H. Arrington Oil & Gas, Inc. as contract operator with said other contract operator, and said other contract operator shall be deemed operator without the necessity for a vote.

ARTICLE XVI.  
MISCELLANEOUS

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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 1ST day of MAY, (year) 2001.

David H. Arrington Oil & Gas, Inc., who has prepared and circulated this form for execution, represents and warrants that the form was printed from and with the exception listed below, is identical to the AAPL Form 610-1982 Model Form Operating Agreement, as published in diskette form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those in ~~Articles~~ which have been clearly marked, have been made to the form.

OPERATOR

DAVID H. ARRINGTON OIL & GAS, INC.

\_\_\_\_\_  
David H. Arrington, President

NON-OPERATORS

Pure Resources, LP

Kriti Exploration, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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## Exhibit "A"

Attached to Operating Agreement dated May 1, 2001 between David H. Arrington Oil & Gas, Inc., as Operator, and Pure Resources, LP et al, as Non-Operators.

### 1. Contract Area:

Lots 1,2,3,4, E/2W/2 (W/2) of Section 31, T16S, R36E, Lea County, NM  
(Lots 1,2,E/2NW/4 contain 154.11 acres and Lots 3,4,E/2SW/4 contain 154.73 acres, for a total of 308.84 acres)

### 2. Restrictions, if any, as to Depths, Formations, or Substances:

Limited to all formations lying below the base of the Strawn formation.

### 3. Interests of the Parties:

Party	Before Payout** Of Initial Test Well	After Payout** Of Initial Test Well and all Other Operations
David H. Arrington Oil & Gas, Inc.	49.900%	37.425%**
Pure Resources, LP	37.575%	37.575%
Kriti Exploration, Inc.	12.525%	12.525%
Texaco Exploration and Production Inc.	0.000%	12.475%**
Total	100.00	100.00

\*\*If applicable, the definition of before and after payout shall be as defined in that certain Farmout Agreement dated effective 11-1-2000 by and between Texaco Exploration and Production Inc. and David H. Arrington Oil & Gas, Inc., reference to which is herein made for all purposes. The above percentages assumes that Texaco elects to convert a portion of its retained ORRI to a 25% working interest after payout, proportionately reduced.

### 4. Oil and Gas Leases Subject to this Agreement:

Date: 12-21-33  
Serial No.: B-2330  
Lessor: State of New Mexico  
Lessee: Tide Water Oil Company  
Description: Insofar as it pertains to Lots 1 and 2 and E/2NW/4  
(being the NW/4) of Section 31, T16S, R36E, Lea  
County, NM (154.11 acres)

Date: 8-1-83  
Serial No.: V-788  
Recording: Volume 363, Page 642, OPR, Lea County, NM  
Lessor: State of New Mexico  
Lessee: Kriti Exploration, Inc.  
Description: Insofar as it pertains to Lots 3 and 4 and E/2SW/4  
(being the SW/4) of Section 31, T16S, R36E, Lea  
County, NM (154.73 acres)

**5. Addresses of the Parties for Notice Purposes:**

David H. Arrington Oil & Gas, Inc.  
214 W. Texas, Suite 400  
PO Box 2071  
Midland, TX 79701  
Phone 915-682-6685  
Fax 915-682-4139

Pure Resources, LP  
500 W. Illinois  
Midland, TX 79701  
Phone 915-498-8600  
Fax \_\_\_\_\_

Kriti Exploration  
1010 Lamar, Suite 750  
Houston, TX 77002-6311  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

EXHIBIT " C "

1 Attached to and made a part of Operating Agreement dated May 1, 2001 between David H. Arrington Oil & Gas, Inc.  
2 As Operator and Pure Resources, L.P. et al  
3  
4

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6  
7 **ACCOUNTING PROCEDURE**  
8 **JOINT OPERATIONS**  
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10  
11  
12 **I. GENERAL PROVISIONS**  
13

14 **1. Definitions**  
15

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

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

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

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

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

24 "Parties" shall mean Operator and Non-Operators.

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

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

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

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

33 "Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as  
34 most recently recommended by the Council or Petroleum Accountants Societies.  
35

36 **2. Statement and Billings**  
37

38 Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint  
39 Account for the preceding month. Such bills will be accompanied by statements which identify the authority for  
40 expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and  
41 expense except that items of Controllable Material and unusual charges and credits shall be separately identified and  
42 fully described in detail.  
43

44 **3. Advances and Payments by Non-Operators**  
45

46 A. Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their  
47 share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the  
48 billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust  
49 each monthly billing to reflect advances received from the Non-Operators.  
50

51 B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made  
52 within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at 2% above current prime rate at Chase  
53 Manhattan Bank or its successor  
54 on the first day of the month in which delinquency occurs plus 1% or the  
55 maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located,  
56 whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid  
57 amounts.  
58

59 **4. Adjustments**  
60

61 Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof;  
62 provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall  
63 conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar  
64 year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes  
65 claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same  
66 prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of  
67 Controllable Material as provided for in Section V.  
68

69 **COPYRIGHT © 1985 by the Council of Petroleum Accountants Societies.**  
70

1 5. Audits

2  
3 A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit  
4 Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four  
5 (24) month period following the end of such calendar year; provided, however, the making of an audit shall not  
6 extend the time for the taking of written exception to and the adjustments of accounts as provided for in  
7 Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make  
8 every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience  
9 to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this  
10 paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year  
11 without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made  
12 at the expense of those Non-Operators approving such audit.

13  
14 B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

15  
16 6. Approval By Non-Operators

17  
18 Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this  
19 Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no  
20 contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the  
21 agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.  
22

23  
24 II. DIRECT CHARGES

25  
26 Operator shall charge the Joint Account with the following items:

27  
28 1. Ecological and Environmental

29  
30 Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy  
31 environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or  
32 archaeological nature and pollution control procedures as required by applicable laws and regulations.  
33

34 2. Rentals and Royalties

35  
36 Lease rentals and royalties paid by Operator for the Joint Operations.  
37

38 3. Labor

39  
40 A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of  
41 Joint Operations.

42  
43 (2) Salaries of First level Supervisors in the field.

44  
45 (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are  
46 excluded from the overhead rates.

47  
48 (4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly  
49 employed in the operation or the Joint Property if such charges are excluded from the overhead rates.  
50

51 B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to  
52 employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.  
53 Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment"  
54 on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If  
55 percentage assessment is used, the rate shall be based on the Operator's cost experience.  
56

57 C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are  
58 applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.  
59

60 D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under  
61 Paragraphs 3A and 3B of this Section II.  
62

63 4. Employee Benefits

64  
65 Operator's current costs or established plans for employees' group life insurance, hospitalization, pension, retirement,  
66 stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the  
67 Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent  
68 most recently recommended by the Council of Petroleum Accountants Societies.  
69  
70

1 5. Material

2  
3 Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such  
4 Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is  
5 reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be  
6 avoided.

7  
8 6. Transportation

9  
10 Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

11  
12 A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be  
13 made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like  
14 material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.

15  
16 B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint  
17 Account for a distance greater than the distance to the nearest reliable supply store where like material is normally  
18 available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be  
19 made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the  
20 Parties.

21  
22 C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is  
23 available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the  
24 amount most recently recommended by the Council of Petroleum Accountants Societies.

25  
26 7. Services

27  
28 The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph  
29 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract  
30 services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead  
31 rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the  
32 Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

33  
34 8. Equipment and Facilities Furnished By Operator

35  
36 A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate  
37 with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating  
38 expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to  
39 exceed ten percent (10%) per annum. Such rates shall not exceed average commercial  
40 rates currently prevailing in the immediate area of the Joint Property.

41  
42 B. In lieu of charges in Paragraph 8A above, Operator may elect to use average commercial rates prevailing in the  
43 immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates  
44 published by the Petroleum Motor Transport Association.

45  
46 9. Damages and Losses to Joint Property

47  
48 All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or  
49 losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross  
50 negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as  
51 soon as practicable after a report thereof has been received by Operator.

52  
53 10. Legal Expense

54  
55 Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and  
56 amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to  
57 protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of  
58 outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be  
59 covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section  
60 I, Paragraph 3.

61  
62 11. Taxes

63  
64 All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof,  
65 or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad  
66 valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then  
67 notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties  
68 hereto in accordance with the tax value generated by each party's working interest.

69  
70

1 12. Insurance  
2  
3 Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the  
4 event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation  
5 and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-  
6 insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.  
7

8 13. Abandonment and Reclamation  
9  
10 Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory  
11 authority.  
12

13 14. Communications  
14  
15 Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and  
16 microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint  
17 Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.  
18

19 15. Other Expenditures  
20  
21 Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which  
22 is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint  
23 Operations.  
24

25  
26 III. OVERHEAD  
27

28 1. Overhead - Drilling and Producing Operations  
29  
30 i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge  
31 drilling and producing operations on either:  
32

- 33 (XX) Fixed Rate Basis, Paragraph 1A, or  
34 ( ) Percentage Basis, Paragraph 1B  
35

36 Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and  
37 salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under  
38 Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of  
39 taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in  
40 the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are  
41 agreed to by the Parties as a direct charge to the Joint Account.  
42

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

- 45 ( ) shall be covered by the overhead rates, or  
46 (XX) shall not be covered by the overhead rates.  
47  
48

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

- 52 ( ) shall be covered by the overhead rates, or  
53 (XX) shall not be covered by the overhead rates.  
54  
55

56 A. Overhead - Fixed Rate Basis  
57

58 (1) Operator shall charge the Joint Account at the following rates per well per month:  
59

60 Drilling Well Rate \$ 6,000  
61 (Prorated for less than a full month)  
62

63 Producing Well Rate \$ 600  
64

65 (2) Application of Overhead - Fixed Rate Basis shall be as follows:  
66

67 (a) Drilling Well Rate  
68

69 (1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date  
70 the drilling rig, completion rig, or other units used in completion of the well is released, whichever

1 is later, except that no charge shall be made during suspension of drilling or completion operations  
2 for fifteen (15) or more consecutive calendar days.

- 3  
4 (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5)  
5 consecutive work days or more shall be made at the drilling well rate. Such charges shall be  
6 applied for the period from date workover operations, with rig or other units used in workover,  
7 commence through date of rig or other unit release, except that no charge shall be made during  
8 suspension of operations for fifteen (15) or more consecutive calendar days.

9  
10 (b) Producing Well Rates

- 11  
12 (1) An active well either produced or injected into for any portion of the month shall be considered as  
13 a one-well charge for the entire month.  
14  
15 (2) Each active completion in a multi-completed well in which production is not commingled down  
16 hole shall be considered as a one-well charge providing each completion is considered a separate  
17 well by the governing regulatory authority.  
18  
19 (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the  
20 production shall be considered as a one-well charge providing the gas well is directly connected to  
21 a permanent sales outlet.  
22  
23 (4) A one-well charge shall be made for the month in which plugging and abandonment operations  
24 are completed on any well. This one-well charge shall be made whether or not the well has  
25 produced except when drilling well rate applies.  
26  
27 (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease  
28 allowable, transferred allowable, etc.) shall not qualify for an overhead charge.  
29  
30 (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the  
31 agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying  
32 the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude  
33 Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as  
34 shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published  
35 by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as  
36 published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or  
37 minus the computed adjustment.  
38

39 B. Overhead - Percentage Basis

- 40  
41 ~~(1) Operator shall charge the Joint Account at the following rates:~~

42  
43 ~~(a) Development~~

44  
45 ~~\_\_\_\_\_ Percent (\_\_\_\_%) of the cost of development of the Joint Property exclusive of costs~~  
46 ~~provided under Paragraph 10 of Section II and all salvage credits.~~

47  
48 ~~(b) Operating~~

49  
50 ~~\_\_\_\_\_ Percent (\_\_\_\_%) of the cost of operating the Joint Property exclusive of costs provided~~  
51 ~~under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased~~  
52 ~~for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the~~  
53 ~~mineral interest in and to the Joint Property.~~

- 54  
55 (2) Application of Overhead - Percentage Basis shall be as follows:

56  
57 For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III,  
58 development shall include all costs in connection with drilling, redrilling, deepening, or any remedial  
59 operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing  
60 interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and  
61 expenditures incurred in abandoning when the well is not completed as a producer, and original cost of  
62 construction or installation of fixed assets, the expansion of fixed assets and any other project clearly  
63 discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other  
64 costs shall be considered as operating.  
65

66 2. Overhead - Major Construction

67  
68 To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of  
69 fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the  
70 Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint

1 Account for overhead based on the following rates for any Major Construction project in excess of \$ \*\* \_\_\_\_\_ :

2  
3 A. \*\* % of first \$100,000 or total cost if less, plus

4  
5 B. \*\* % of costs in excess of \$100,000 but less than \$1,000,000, plus

6  
7 C. \*\* % of costs in excess of \$1,000,000. **\*\*TO BE NEGOTIATED**

8  
9 Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single  
10 project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be  
11 excluded.

12  
13 3. Catastrophe Overhead

14  
15 To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due  
16 to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are  
17 necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the  
18 expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account  
19 for overhead based on the following rates:

20  
21 A. \*\* % of total costs through \$100,000; plus

22  
23 B. \*\* % of total costs in excess of \$100,000 but less than \$1,000,000; plus

24  
25 C. \*\* % of total costs in excess of \$1,000,000. **\*\*TO BE NEGOTIATED**

26  
27 Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead  
28 provisions of this Section III shall apply.

29  
30 4. Amendment of Rates

31  
32 The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement  
33 between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

34  
35  
36 IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

37  
38 Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material  
39 movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at  
40 Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or  
41 surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to  
42 outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition  
43 A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

44  
45 1. Purchases

46  
47 Material purchased shall be charged at the price paid by Operator ~~after deduction of all discounts received~~. In case of  
48 Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account  
49 when adjustment has been received by the Operator.

50  
51 2. Transfers and Dispositions

52  
53 Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator,  
54 unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts:

55  
56 A. New Material (Condition A)

57  
58 (1) Tubular Goods Other than Line Pipe

59  
60 (a) Tubular goods, sized 2 3/8 inches OD and larger, except line pipe, shall be priced at Eastern mill  
61 published carload base prices effective as of date of movement plus transportation cost using the 80,000  
62 pound carload weight basis to the railway receiving point nearest the Joint Property for which  
63 published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound  
64 or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio  
65 and casing from Youngstown, Ohio.

66  
67 (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus  
68 transportation cost from that mill to the railway receiving point nearest the Joint Property as provided  
69 above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000  
70

1 pound Oil Field Haulers Association interstate truck rate shall be used.  
2

3 (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston,  
4 Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate,  
5 to the railway receiving point nearest the Joint Property.  
6

7 (d) Macaroni tubing (size less than 2 3/8 inch OD) shall be priced at the lowest published out-of-stock prices  
8 f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate  
9 per weight of tubing transferred, to the railway receiving point nearest the Joint Property.  
10

11 (2) Line Pipe  
12

13 (a) Line pipe movements (except size 24 inch OD and larger with walls 3/4 inch and over) 30,000 pounds or  
14 more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above.  
15 Freight charges shall be calculated from Lorain, Ohio.  
16

17 (b) Line Pipe movements (except size 24 inch OD) and larger with walls 3/4 inch and over) less than 30,000  
18 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment,  
19 plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular  
20 goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain,  
21 Ohio.  
22

23 (c) Line pipe 24 inch OD and over and 3/4 inch wall and larger shall be priced f.o.b. the point of  
24 manufacture at current new published prices plus transportation cost to the railway receiving point  
25 nearest the Joint Property.  
26

27 (d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall  
28 be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at  
29 prices agreed to by the Parties.  
30

31 (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable  
32 supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the  
33 railway receiving point nearest the Joint Property.  
34

35 (4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current  
36 new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or  
37 point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint  
38 Property. Unused new tubulars will be priced as provided above in Paragraph 2.A.(1) and (2).  
39

40 B. Good Used Material (Condition B)  
41

42 Material in sound and serviceable condition and suitable for reuse without reconditioning:  
43

44 (1) Material moved to the Joint Property  
45

46 At seventy-five percent (75%) of current new price, as determined by Paragraph A.  
47

48 (2) Material used on and moved from the Joint Property  
49

50 (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was  
51 originally charged to the Joint Account as new Material or  
52

53 (b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was  
54 originally charged to the Joint Account as used Material  
55

56 (3) Material not used on and moved from the Joint Property  
57

58 At seventy-five percent (75%) of current new price as determined by Paragraph A.  
59

60 The cost of reconditioning, if any, shall be absorbed by the transferring property.  
61

62 C. Other Used Material  
63

64 (1) Condition C  
65

66 Material which is not in sound and serviceable condition and not suitable for its original function until  
67 after reconditioning shall be priced at fifty percent (50%) of current new price as determined by  
68 Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition  
69 C value plus cost of reconditioning does not exceed Condition B value.  
70

1 (2) Condition D  
2

3 Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose  
4 shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material  
5 under procedures normally used by Operator without prior approval of Non-Operators.  
6

7 (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe  
8 of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be  
9 priced at used line pipe prices.  
10

11 (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g.  
12 power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe.  
13 Upset tubular goods shall be priced on a non upset basis.  
14

15 (3) Condition E  
16

17 Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under  
18 procedures normally utilized by Operator without prior approval of Non-Operators.  
19

20 D. Obsolete Material  
21

22 Material which is serviceable and usable for its original function but condition and/or value of such Material  
23 is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by  
24 the Parties. Such price should result in the Joint Account being charged with the value of the service  
25 rendered by such Material.  
26

27 E. Pricing Conditions  
28

29 (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢)  
30 per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs  
31 sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year  
32 following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in  
33 Section III, Paragraph 1.A.(3). Each year, the rate calculated shall be rounded to the nearest cent and  
34 shall be the rate in effect until the first day of April next year. Such rate shall be published each year  
35 by the Council of Petroleum Accountants Societies.  
36

37 (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down  
38 price of new Material.  
39

40 3. Premium Prices  
41

42 Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other  
43 unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required  
44 Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it  
45 to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing  
46 Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within  
47 ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use  
48 and acceptable to Operator.  
49

50 4. Warranty of Material Furnished By Operator  
51

52 Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint  
53 Account until adjustment has been received by Operator from the manufacturers or their agents.  
54

55 V. INVENTORIES  
56

57 The Operator shall maintain detailed records of Controllable Material.  
58

59 1. Periodic Inventories, Notice and Representation  
60

61 At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice  
62 of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that  
63 Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an  
64 inventory shall bind Non-Operators to accept the inventory taken by Operator.  
65

66 2. Reconciliation and Adjustment of Inventories  
67

68 Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six  
69 months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for  
70

1 overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

2  
3 3. Special Inventories

4  
5 Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint  
6 Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of  
7 interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases  
8 involving a change of Operator, all Parties shall be governed by such inventory.

9  
10 4. Expense of Conducting Inventories

11  
12 A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the  
13 Parties.

14  
15 B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except  
16 inventories required due to change of Operator shall be charged to the Joint Account.

## EXHIBIT "E"

to Joint Operating Agreement May 1, 2001 by and between  
David H. Arrington Oil & Gas, Inc. as Operator, and Pure Resources, LP et al,  
as Non-Operators covering lands in Lea County, New Mexico

### GAS BALANCING AGREEMENT INDIVIDUAL WELL BALANCING ACCOUNTS

#### I. Definitions

- A. "Gas" includes casinghead gas from oil wells and natural gas from gas wells, including all constituent parts thereof, except that liquid hydrocarbons (Crude Oil and Condensate) recovered by lease or unit equipment shall not be included, and shall be handled as provided in Section III.E.. below.
- B. "Balanced" is that condition which occurs when a party hereto has taken the same percentage of the cumulative gas production it is entitled to take pursuant to the terms of the Operating Agreement.
- C. "Overproduced" is the status of a party when the percentage of the cumulative volume of Gas taken by that party exceeds the party's working interest.
- D. "Underproduced" is the status of a party when the percentage of cumulative volume of Gas taken by that party is less than the party's working interest.
- E. "Well" is defined as each well subject to the Operating Agreement that produces Gas or is allocated a share of Gas production. 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 production is not commingled in the wellbore.

#### II. Application of this Agreement

It is the intent of this agreement that each party shall have the opportunity to share in the actual cumulative production of Gas from the contract area in proportion to its working interest therein.

In the event that, at any time to the Operating Agreement is in effect, any party does not, for any reason, take its full working interest share of Gas, the terms of this Gas Balancing Agreement shall become effective automatically.

The provisions of this exhibit shall be separately applicable to each separate well (as defined in 1.E..above) to the end that production from one well may not be utilized for the purpose of balancing Underproduction from any other well.

#### III. Storing and Making Up Gas Underproduction

- A. Rights to Take and Market Gas - Each party hereto shall have the right to take in kind and separately dispose of its working interest share of Gas produced from the area covered by the Operating Agreement. During the period or periods that any party hereto is, for any reason, not taking its full share of Gas, the other parties shall have the right to take and dispose of one hundred percent (100%) allowable Gas production assigned to the Contract Area by the appropriate governmental entity having jurisdiction, and each of such parties taking Gas shall have the right to take for its own use or deliver to its purchaser its pro rata share of all such production; provided however that, in any month, no Overproduced party shall be entitled to take an amount of Gas in excess of 400% of its working interest share of the Gas which the Well is capable of producing. Each Underproducing party shall be credited with Gas in storage equal to its working interest share of the Gas produced but not taken by such Underproducing party, less its share of Gas used in lease operations, vented or lost.
- B. Making Up Underproduction - Parties desiring to make up cumulative underproduction must give the Operator 10 days notice, **prior to the beginning of any such month**. Until their individual accounts are no longer in an underproduced status, underproduced parties desiring to make up cumulative Underproduction shall have the collective right to take 25% of the Overproduced parties collective share of current production, provided that an individual party's right to take such additional amount shall be in the proportion that its working interest bears to the total working interest of all Underproduced parties desiring to make up. While such Underproduction is being made up, each Overproduced party shall reduce its respective share of production in the proportion that such party's working interest bears to the total working interests of all Overproduced parties, but in no event shall any Overproduced party be required to reduce its as takes to less than 75% of such Overproduced party's working interest share of current production.
- C. Gas Balance - Operator shall maintain a current account of the Gas balance between the parties hereto and shall furnish all parties monthly statements showing the total quantity of Gas produced, used in lease operations, vented or lost, and each parties current Gas balance. Each party taking Gas shall furnish or cause to be furnished to Operator a monthly statement of Gas taken.

D. Royalty and Production Taxes -

1. At all times while Gas is produced from the Contract Area, each party hereto taking gas shall make, or cause to be made, settlement with the respective royalty owners burdening its interest based on the actual volume of Gas taken or delivered by such party. Each party hereto agrees to hold each other party harmless from any and all claims relating thereto. Each party producing and/or delivering Gas to its purchaser shall pay any and all production taxes due on such Gas taken.

2. It is the intent of the parties that royalty payments be paid in accordance with Article III.D.1. However, if such arrangement is superseded by statute, rule regulation, order, or any decision by a court having jurisdiction thereover, each party (whether a party taking Gas or a party not taking Gas) to the extent required to comply with such decision, shall make appropriate royalty payments burdening its interest just as if each such party was taking or delivering its full share and only its full share of such gas production. Each party hereto agrees to hold each other party harmless from any and all claims relating thereto.

E. Crude and Condensate Production - The foregoing notwithstanding all parties hereto shall share in and own the crude oil and condensate recovered at the surface in accordance with their respective interests as defined in the Operating Agreement.

IV. Cash Settlement

In the event a well is included in a unit which caused a change in the percentage participation in production from that well or the production of Gas from a well permanently ceases prior to the time and accounts of the parties have been Balanced, a complete balancing shall be accomplished by a money settlement between the parties. In the event an Overproduced party sells, assigns or otherwise transfers any of its interest in the leases to which this agreement applies, it shall promptly notify the other parties and upon written request from Underproduced parties proceed to make a cash settlement with Underproduced parties as provided hereunder, provided that a cash settlement may not be demanded by such Underproduced party solely because 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 one party owns a majority of the stock. In making such settlements (either due to permanent cessation of production, unitization or reassignment of an Overproduced party's interest), the Underproduced parties shall be paid a sum of money by the Overproduced parties, without interest, equal to the value of the unrecouped cumulative balance of Overproduction, which shall be calculated as follows:

A. Volume - Within 90 days after a settlement is called for as provided above, the Operator shall furnish to the parties a statement showing the final net Overproduction and Underproduction and the month and year in which it accrued. The net cumulative Overproduction for which settlement is due shall be determined by applying make up Gas on a first-in-first-out basis and accruing the monthly net Overproduction.

B. Value -

1. Within 60 days after receipt of the final Operator statement, each Overproduced party shall furnish to the other parties a statement showing the value of its net Overproduction on a monthly basis. With regard to Overproduction that was sold, the settlement value shall be based upon the actual price(s) received for the Overproduced volumes of Gas at the time the net Overproduction occurred, less applicable taxes, transportation and applicable treating charges theretofore paid by the Overproducing party(s) provided that for regulated Gas sales, the price(s) actually received by an Overproduced party shall be considered as only that portion of the rates collected, from time to time which are not subject to possible refund, as provided by the Federal Regulatory Commission, or other governmental authority having jurisdiction, pursuant to final order or settlement applicable to such Gas, plus any additional amount which is not ultimately required by said regulatory agency to be refunded, such additional collection amount to be accounted for at such time as final determination is made with respect thereto.

2. For Overproduction not sold but taken by an Overproduced party for its own use, the gas value to be used in the foregoing calculations shall be the market value of the Gas at the time the Overproduction occurred.

C. Collection and Distribution - Within 30 days after receipt of the Overproduced Gas values, the Operator shall perform a separate series of calculations for each Overproduced party by applying the monthly Gas values per MCF to the net recouped Overproduction for that month and provide the parties a statement showing the amount of money to be paid by each of the Overproduced parties and the estimated amount each Underproduced party is entitled to receive under this settlement provision. Within 30 days after receipt of the Operator's statement, each Overproduced party shall pay Operator the amount due. 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 the proportion that each Underproduced party's volume of Gas in storage (Underproduction) bears to the total of all Underproduced parties' volumes of Gas in storage.

D. Responsibility and Liability for Collection - Operator shall not be liable to any Underproduced non-operator for the failure of any Overproduced non-operator to pay any amounts owned 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 parties to whom it is owed, shall have no further responsibility in the event that such sums are not paid. Any party shall have the right, at any time, to demand 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 any Overproduced party pays to Operator any sums due to an Underproduced party at any time after sixty (60) days following the receipt of written notification of a demand that such Underproduced party receive such payment directly, such Overproduced party shall continue to be liable to such Underproduced party for any sums paid, until such payment is actually received by such Underproduced party.

V. Miscellaneous

A. Expenses - Nothing herein shall change or affect the obligations of each party to bear any pay currently, its proportionate liabilities as provided in the Operating Agreement.

B. Well Tests - Operator, at the request of any party, may produce the entire well stream, if necessary, for a deliverability test not to exceed seventy-two (72) hours duration required under such requesting party's Gas sales contract and may overproduce in any other situation, provided that such Overproduction would be consistent with prudent operations.

## **Exhibit "F"**

Attached to Operating Agreement dated May 1, 2001 between David H. Arrington Oil & Gas, Inc., as Operator, and Pure Resources, LP et al, as Non-Operators.

### **INSURANCE REQUIREMENTS**

Operator and/or Contractor shall carry for the benefit and expense of the joint account, insurance to cover its operations pursuant to the terms of this Agreement.

- (A) **WORKER'S COMPENSATION INSURANCE** as required by the laws of the state in which operations will be conducted and **EMPLOYEE'S LIABILITY INSURANCE** with a limit of not less than \$500,000 or as required by law.
- (B) **GENERAL LIABILITY INSURANCE** with limits of \$1,000,000 for each occurrence, bodily injury or property damage, which includes seepage and pollution coverage only on a limited basis, and a limit of \$100,000 fire damage and a general aggregated limit of \$2,000,000; plus excess liability coverage of \$5,000,000 per occurrence and not less than \$2,000,000 aggregated (excludes asbestos, watercraft and auto).
- (C) **AUTOMOBILE LIABILITY INSURANCE** (including all owned and non-owned automobiles) with a combined single limit of 1,000,000 for bodily injury or property damage.

For more particular details as to the above coverages, deductibles and specific exclusions, please refer to insurance certificates or notify our office about specific information requests.

No other insurance will be purchased for the joint account without the consent of the parties hereto. Any party, individually, may procure and maintain at its own cost and expense, such other insurance as it deems proper to protect itself against claims and such shall inure to the benefit of such party; provided, however, that each such insurance policy shall contain a "Waiver of Subrogation" in favor of each non-operator not named as an insured in such policy, or if such waiver is not secured, such non-operator shall indemnify and hold harmless other parties to the agreement against any claim of the insurance carrier against such party by subrogation or otherwise.