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EL PATIO BUILDING
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W. THOMAS KELLAHIN*

*NEW MEXICO BOARD OF LEGAL SPECIALIZATION
RECOGNIZED SPECIALIST IN THE AREA OF
NATURAL RESOURCES-OIL AND GAS LAW

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JASON KELLAHIN (RETIRED 1991)

March 18, 2002

Ms. Lori Wrotenbery, Chair
Dr. Robert Lee, Member
Ms. Jamie Bailey, Member
Oil Conservation Commission
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505

**Hand Delivered
Federal Express
Hand Delivered**

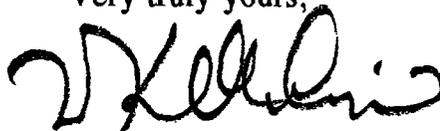
Re: TMBR/Sharp Drilling, Inc.'s Pre-Hearing Statement
Order No. R-11700
NMOCD Case 12731
Application of TMBR/Sharp Drilling, Inc.
for an order staying David H. Arrington
Oil & Gas, Inc. from commencing
operations, Lea County, New Mexico.

NMOCD Case 12744
Application of TMBR/Sharp Drilling, Inc.
appealing the Hobbs District Supervisor's
decision denying approval of two applications
for permit to drill filed by TMBR/Sharp
Drilling, Inc., Lea County, New Mexico

Dear Member of the Commission:

On behalf of TMBR/Sharp Drilling, Inc., and in accordance with correspondence from the Commission's attorney, please find enclosed TMBR/Sharp's Pre-Hearing Statement and Exhibits for the hearing scheduled for March 26, 2002.

Very truly yours,



W. Thomas Kellahin

cc: Steve Ross, Esq.
Attorney for the Commission
Earnest Carroll, Esq.
Attorney for Arrington
cc: TMBR/Sharp
Rick Montgomery, Esq.

**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION COMMISSION**

**APPLICATION OF TMBR/SHARP DRILLING, INC.
FOR AN ORDER STAYING DIVISION APPROVAL
OF TWO APPLICATIONS FOR PERMIT TO DRILL
BY DAVID H. ARRINGTON OIL & GAS, INC.
LEA COUNTY, NEW MEXICO**

CASE NO. 12731

**APPLICATION OF TMBR/SHARP DRILLING, INC.
APPEALING THE HOBBS DISTRICT SUPERVISOR'S
DECISION DENYING APPROVAL OF TWO
APPLICATIONS FOR PERMIT TO DRILL FILED
BY TMBR/SHARP DRILLING INC.
LEA COUNTY, NEW MEXICO**

CASE NO. 12744

**TMBR/SHARP DRILLING, INC.
PRE-HEARING STATEMENT**

This pre-hearing statement is submitted by TMBR.Sharp Drilling Inc., as required by the Oil Conservation Commission.

APPEARANCE OF PARTIES

APPLICANT

TMBR/Sharp Drilling, Inc.
P. O; Box 10970
Midland, Texas 79702
(915) 699-5050
attn: Tom Bell

ATTORNEY

W. Thomas Kellahin
KELLAHIN & KELLAHIN
P..O. Box 2265
Santa Fe, NM 87504
(505) 982-4285

Susan Richardson, Esq.
Richard Montgomery, Esq.
Cotton, Bledsoe, Tighe & Dawson
500 W. Illinois
Midland, Texas 79701-4437
(915) 684-5782

OPPOSITION OR OTHER PARTY

ATTORNEY

David H. Arrington Oil & Gas Inc.

Earnest Carroll, Esq.

RELIEF REQUESTED

(1) There exists a dispute between TMBR/Sharp Drilling, Inc. ("TMBR/Sharp") and David H. Arrington Oil & Gas Inc. ("Arrington") over operations in Section 25 and the E/2 of Section 23, T16S, R35E, NMPM, Lea County, New Mexico:

(a) TMBR/Sharp seeks at APD for this Blue Fin "25" Well No. 1 for the N/2 of Section 25;

(b) Arrington seeks at APD for this Triple Hackle Dragon "25" Well No. 1 for the W/2 of Section 25;

and

(c) Arrington's C-102 for Blue Drake 23 Well No.
E/2 Section 23, T16S, R35E

(d) TMBR/Sharp's C-102 for Leavelle 23 Well No. 1
E/2 Section 23, T16S, R35E

(2) Both TMBR/Sharp and Arrington have filed with the Division (OCD-Hobbs) competing Applications for Permit to Drill ("APD")

(3) The competing APDs are in conflict with each other in that the drilling of these two wells by one party will preclude the drilling of the other two wells by the other party.

(4) The Supervisor of the Hobbs Office of the Division has approved the two Arrington APDs and correspondingly denied the two TMBR/Sharp APDs.

(5) Arrington obtained approval of its applications for permits to drill predicated upon its assumption that two oil & gas leases held by TMBR/Sharp had expired and that two "top leases" now held by Arrington are in effect.

• (6) Except for Arrington's actions in claiming the top lease interest it had no interest in the W/2 of Section 25 TMBR/Sharp's APD would have been approved.

(7) TMBR/Sharp appealed this action to the Division which held a hearing on September 20, 2001.

(8) On December 13, 2001, the Division entered Order R-11700 denied TMBR/Sharp's Applications for Permit to Drill ("APDs") because the Division had previously approved David H. Arrington's APDs and stated in this order that:

- (a) "(22) "Arrington has demonstrated an least a colorable claim of title that would confer upon it a right to drill its proposed wells, no basis exists to reverse or overrule the action of the District Supervisor in approving the Arrington APDs."

- (b) "(21) The Oil Conservation Division has no jurisdiction to determine the validity of any title, or the validity or continuation in force and effect of any oil and gas lease. Exclusive jurisdiction of such matters resides in the courts of the State of New Mexico"

(9) The Division also concluded in paragraph (25) of Order R-11700 that "...the Division has jurisdiction to revoke its approval of any APD in an appropriate case..."

(10) On August 21, 2001, TMBR/Sharp filed litigation in the Fifth Judicial District Court, Lea County, New Mexico seeking a judicial determination of, among other things, the validity of Arrington's claim of title.

(11) On December 27, 2001, the District Court entered a order holding that Arrington's assumptions were wrong and entered Summary Judgment in favor the TMBR/Sharp. Arrington's claim of interest in the top leases has failed and TMBR/Sharp's leases are still valid.

(12) Contrary to Division Order R-11700, Arrington failed to demonstrate "colorable title" at the time its APDs were approved.

(13) TMBR/Sharp is now entitled to have its APD issued by the Division without inference from Arrington.

EVIDENCE AND EXHIBITS

EXHIBIT 1:

- (a) Arrington's C-102 for Triple Hackle Dragon 25 Well No. 1
W/2 Section 25, T16S, R35E dated 7/17/01
- (b) TMBR/Sharp's C-102 for Bluefin 25 Well No. 1
N/2 Section 25, T16S, R35E dated 8/7/01
- (c) Arrington's C-102 for Blue Drake 23 Well No. 1
E/2 Section 23, T16S, R35E dated 7/25/01
- (d) TMBR/Sharp's C-102 for Leavelle 23 Well No. 1
E/2 Section 23, T16S, R35E dated 8/7/01

EXHIBIT 2:

On July 17, 2001, Arrington filed an application for permit to drill ("APD" including Division Form C-101 and Form C-102) and on the same day obtained approval from the OCD-Hobbs to drill the Triple Hackle Dragon 25 Well No. 1 in the W/2 of Section 25, T16S, R35E, Lea County, New Mexico.

EXHIBIT 3:

On July 30, 2001, Arrington filed an application for permit to drill ("APD" including Division Form C-1-1 and Form C-102) and on the same day obtained approval from the OCD-Hobbs to drill the Blue Drake 23 Well No. 1 in the E/2 of Section 23, T16S, R35E, Lea County, New Mexico.

EXHIBIT 4:

On August 8, 2001, TMBR/Sharp filed an APD to drill its Blue Fin 25 Well No. 1 to be dedicated to a 320-acre spacing unit consisting of the N/2 of Section 25, T16S, R35E stating that the permit granted to Arrington for his Triple Hackle Dragon Well No. 1 with a W/2 spacing unit orientation precluded the approval of TMBR/Sharp's application.

On August 8, 2001, the OCD-Hobbs issued a letter/order denying TMBR/Sharp's APD.

EXHIBIT 5:

On August 8, 2001, TMBR/Sharp filed an APD permit to drill its Leavelle 23 Well No. 1 to be dedicated to a 320-acre spacing unit consisting of the E/2 of Section 23, T16S, R35E stating that the permit granted to Arrington for his Blue Drake 23 Well No. 1 also with a E/2 spacing unit orientation precluded the approval of TMBR/Sharp's application.

On August 8, 2001, the OCD-Hobbs issued a letter/order denying TMBR/Sharp's APD

STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

TMBR/SHARP EXHIBIT

| EXHIBIT | DESCRIPTION |
|---------|---|
| 1 | Timeline of Events Relating to Section 23 |
| 2 | Timeline of Events Relating to Section 25 |
| 3 | Arrington's C-102 for Triple-Hackle Dragon 25 Well No. 1 W/2 Section 25, T16S, R35E dated 7/17/01 TMBR/Sharp's C-102 for Bluefin 25 Well No. 1 N/2 Section 25, T16S, R35E dated 8/7/01 |
| 4 | Arrington's C-102 for Blue Drake 23 Well No. 1 E/2 Section 23, T16S, R35E dated 7/25/01 TMBR Sharp's C-102 for Leavelle 23 Well No. 1 E/2 Section 23, T16S, R35E dated 8/7/01 |
| 5 | On July 17, 2001, Arrington filed an application for permit to drill ("APD" including Division Form C-101 and Form C-102) and on the same day obtained approval from the OCD-Hobbs to drill the Triple Hackle Dragon 25 Well No. 1 in the W/2 of Section 25, T16S, R35E, Lea County, New Mexico |
| 6 | On July 30 2001 Arrington filed an application for permit to drill ("APD" including Division Form C-1-1 and Form C-102) and on the same day obtained approval from the OCD-Hobbs to drill the Blue Drake 23 Well No. 1 in the W/2 of Section 23, T16S, R35E, Lea County, New Mexico |
| 7 | On August 8, 2001, TMBR/Sharp filed an APD to drill its Blue Fin 25 Well No. 1 to be dedicated to a 320-acre spacing unit consisting of the W/2 of Section 25, T16S, R35E stating that the permit granted to Arrington for his Triple-Hackle Dragon Well No. 1 with a N/2 spacing unit orientation precluded the approval of TMBR/Sharp's application. On August 8, 2001, the OCD-Hobbs issued a letter/order denying TMBR/Sharp's APD |
| 8 | Effective December 7, 1997, Madeline Stokes entered into an oil and gas lease with Ameristate Oil & Gas, Inc. ("Stokes Lease") covering, among other lands, the NW/4SW/4 and NW/4 of Section 24, T16S, R35E, Lea County, New Mexico |

BEFORE THE
OIL CONSERVATION COMMISSION
Case No. 12731 Exhibit No. 1
Submitted By:
TMBR/Sharp Drilling
Hearing Date: March 26, 2002

| | |
|----|--|
| 9 | Effective December 7, 1997, Erma Stokes Hamilton entered into an oil and gas lease with Ameristate Oil & Gas Inc. ("Hamilton Lease") covering, among other lands, the NW/4SW/4 and NW/4 of Section 24, T16S, R35E, Lea County, New Mexico. |
| 10 | Assignment of Oil and Gas Lease TMBR Sharp/Ameristate Primary term for both the Hamilton and Stokes lease ended at midnight June 6, 2001 |
| 11 | Effective July 1, 1998, TMBR/Sharp entered into an operating agreement covering lands in Lea County, New Mexico including the Hamilton and Stokes' lands |
| 12 | On November 17, 2001, TMBR/Sharp as operator under this operating agreement, filed an application for permit to drill its Blue Fin "24" well No. 1 and to dedicate a 320-acre gas spacing and proration unit consisting of the W/2 of Section 24 to the well. The permit was approved on November 22, 2000 by the OCD. On March 29, 2001 TMBR/Sharp commenced drilling and on June 29, 2001 completed its Blue Fin 24 Well No. 1 for production from the North Townsend Mississippian Gas Pool. TMBR/Sharp contends that its drilling and completion of the Blue Fin 24 Well No. 1 was sufficient to extend the Hamilton and Stokes leases beyond their primary terms. |
| 13 | On March 27, 2001, Madeline Stokes entered into an oil and gas lease with James D. Huff ("Stokes-Huff top lease") which covered the same lands as her lease to Ameristate. On March 27, 2001, Erma Stokes Hamilton entered into an oil and gas lease with James D. Huff ("Hamilton-Huff top lease") which covered the same lands as her lease to Ameristate. Arrington's rights to drill and operate these wells is predicated upon his assumption that two oil & gas leases held by TMBR/Sharp had expired and that two "top leases" are now in effect. On September 17, 2001, Huff assigned its interest to Arrington. Arrington contends that he controls some or all of the operating rights in the Hamilton-Huff top lease and the Stokes -Huff top lease. |
| 14 | On August 21, 2001, TMBR/sharp filed litigation in the Fifth Judicial District Court, Lea County, New Mexico seeking a judicial determination, among other things, of TMBR/Sharp's right to drill and operate wells on the disputed lease acreage |

| | |
|----|---|
| 15 | On September 10, 2001 a letter agreement was executed between Ocean Energy and Arrington. |
| 16 | Order of the Division (Case No. 12731 and Case No. 12744) |
| 17 | On November 20, 2001, TMBR/sharp filed its Motion for Partial Summary Judgment Regarding Filing of Unit Designation. On December 6, 2001, Arrington's response to TMBR/Sharp's Partial Summary Judgment regarding filing of Unit Designation was filed. On December 27, 2001, the Court granted partial summary judgment regarding the filing of unit designations. |
| 18 | On January 28, 2002, TMBR/Sharp filed its Motion for Partial Summary Judgment against David H. Arrington Oil & Gas Regarding Tortious Interference and Brief in Support Thereof. On February 11, 2002, Arrington's Response was filed. |
| 19 | On March 15, 2002, David Arrington filed a Motion to Vacate the Commission Hearing Set for March 26, 2002 On March 18, 2002, Ocean Energy filed a Motion to Continue On March 19, 2002, TMBR/Sharp filed its Motion in Response to the Continuance |
| 20 | On March 21, 2002, the OCD Denied Arrington's Motion to Continue |
| 21 | On March 20, 2002, Arrington filed its Prehearing Statement with the OCD On March 22, 2002, TMBR/Sharp filed its Prehearing Statement with the OCD |
| 22 | Boyce 15 Well No. 1, Section 15, T16S, R35E C-101, C-102 |
| 23 | Boyce 15 Well No. 3, Section 15, T16S, R35E C-101, C-102, C-105 |
| 24 | Berry Complaint |
| 25 | March 15, 2002 – TMBR/SHARP files a supplemental Application for Permit to Drill on the NW/4 of Section 25 |

TIMELINE OF EVENTS RELATING TO SECTION 23

| DATE | AMERISTATE AND TMBR/SHARP ACTIVITY | ARRINGTON ACTIVITY | OTHER ACTIVITY |
|-------------|--|---------------------------|---|
| 12/07/97 | Ameristate Oil & Gas enters into lease agreements with Madeline Stokes and Erma Stokes Hamilton (the "Original Stokes Leases") which includes acreage in Section 23. | | |
| 07/01/98 | TMBR/Sharp enters into an operating agreement covering oil and gas properties subject to the Original Stokes Leases. | | |
| 08/10/00 | TMBR/Sharp enters agreements extending the primary term of the Original Stokes Leases. | | |
| 11/17/00 | TMBR/Sharp files a written designation and application for a permit to drill (From C-101) with the OCD as well as a location and acreage dedication plat describing the pooled unit dedicated to the Blue Fin 24 No. 1 Well. | | |
| 11/22/00 | TMBR/Sharp receives permit to drill the Blue Fin 24 No. 1 Well. | | |
| 03/27/01 | | | Huff acquires top leases from Madeline Stokes and Erma Stokes Hamilton covering the same lands as the Original Stokes Leases (the "Huff Top Leases"). |
| 03/29/01 | TMBR/Sharp spuds The Blue Fin 24 No. 1 Well. | | |
| 05/15/01 | TMBR/Sharp runs a drill stem test for the Blue Fin 24 No. 1 Well. | | |
| 06/03/01 | Casing placed in the hole of the Blue Fin 24 No. 1 Well. | | |
| 06/17/01 | The primary term of the Original Stokes Leases expires. | | |
| 06/29/01 | TMBR/Sharp produces hydrocarbons from the Blue 24 No. 1 Well. | | |

| DATE | AMERISTATE AND TMBR/SHARP ACTIVITY | ARRINGTON ACTIVITY | OTHER ACTIVITY |
|----------|--|---|---|
| 07/25/01 | | Arrington O&G files an application for a permit to drill the Blue Drake 23 No. 1 Well on the W/2 Section 23 | |
| 07/30/01 | | | The OCD approves Arrington O&G's application for a permit to drill the Blue Drake 23 No. 1 Well. |
| 08/06/01 | First production from the Blue Fin 24 No. 1 Well is sold. | | |
| 08/06/01 | TMBR/Sharp files an application for a permit to drill the Leavelle 23 No. 1 Well on the E/2 Section 23 | | |
| 08/06/01 | | | The OCD denies TMBR/Sharp's application for a permit to drill the Leavelle 23 No. 1 Well on the E/2 Section 23. |
| 08/24/01 | TMBR/Sharp files its complaint against Davis H. Arrington Oil & Gas, James D. Huff, Madeline Stokes, Erma Stokes Hamilton, John David Stokes and Tom Stokes. | | |
| 09/17/01 | | Huff assigns his entire interest in the Huff Top Leases to Arrington Oil & Gas. | |
| 10/31/01 | | Arrington assigns an undivided 50.0% of the Huff Top Leases to Ocean Energy, Inc. | |
| 11/14/01 | | | Ocean signs agreement with Arrington regarding its farmout agreement including acreage in Section 23. |
| 11/20/01 | TMBR/Sharp, on behalf of all Plaintiffs, files a Motion for Partial Summary Judgment Regarding Filing of Unit Designation. | | |

| DATE | AMERISTATE AND TMBR/SHARP ACTIVITY | ARRINGTON ACTIVITY | OTHER ACTIVITY |
|----------|---------------------------------------|--------------------|---|
| 12/27/01 | | | The Court grants the unit designation motion for summary judgment filed by Plaintiffs and denies Defendant's motion for summary judgment regarding pooling. |

TIMELINE OF EVENTS RELATING TO SECTION 25

| DATE | AMERISTATE AND TMBR/SHARP ACTIVITY | ARRINGTON ACTIVITY | OTHER ACTIVITY |
|----------|--|--------------------|---|
| 12/07/97 | Ameristate Oil & Gas enters into lease agreements with Madeline Stokes and Erma Stokes Hamilton (the "Original Stokes Leases") which includes acreage in Section 25. | | |
| 07/01/98 | TMBR/Sharp enters into an operating agreement covering oil and gas properties subject to the Original Stokes Leases. | | |
| 08/10/00 | TMBR/Sharp enters agreements extending the primary term of the Original Stokes Leases. | | |
| 11/17/00 | TMBR/Sharp files a written designation and application for a permit to drill (From C-101) with the OCD as well as a location and acreage dedication plat describing the pooled unit dedicated to the Blue Fin 24 No. 1 Well. | | |
| 11/22/00 | TMBR/Sharp receives permit to drill the Blue Fin 24 No. 1 Well. | | |
| 03/27/01 | | | Huff acquires top leases from Madeline Stokes and Erma Stokes Hamilton covering the same lands as the Original Stokes Leases (the "Huff Top Leases"). |
| 03/29/01 | TMBR/Sharp spuds The Blue Fin 24 No. 1 Well. | | |
| 05/15/01 | TMBR/Sharp runs a drill stem test for the Blue Fin 24 No. 1 Well. | | |
| 06/03/01 | Casing placed in the hole of the Blue Fin 24 No. 1 Well. | | |
| 06/17/01 | The primary term of the Original Stokes Leases expires. | | |
| 06/29/01 | TMBR/Sharp produces hydrocarbons from the Blue 24 No. 1 Well. | | |

| DATE | AMERISTATE AND TMBR/SHARP ACTIVITY | ARRINGTON ACTIVITY | OTHER ACTIVITY |
|----------|--|---|---|
| 07/17/01 | | Arrington O&G files an application for a permit to drill the Triple Hackle Dragon 25 No. 1 Well on the W/2 of Section 25, T-16-S, R-35-E. | |
| 07/19/01 | | | The OCD approves Arrington O&G's application for a permit to drill the Triple Hackle Dragon 25 No. 1 Well. |
| 08/06/01 | First production from the Blue Fin 24 No. 1 Well is sold. | | |
| 08/06/01 | TMBR/Sharp files an application for a permit to drill the Blue Fin 25 No. 1 Well on the E/2 Section 25, T-16-S, R-35-E. | | |
| 08/8/01 | | | The OCD denies TMBR/Sharp's application for a permit to drill the Blue Fin 25 No. 1 Well on the E/2 Section 25. |
| 08/24/01 | TMBR/Sharp files its complaint against Davis H. Arrington Oil & Gas, James D. Huff, Madeline Stokes, Erma Stokes Hamilton, John David Stokes and Tom Stokes. | | |
| 09/17/01 | | Huff assigns his entire interest in the Huff Top Leases to Arrington Oil & Gas. | |
| 10/31/01 | | Arrington assigns an undivided 50.0% of the Huff Top Leases to Ocean Energy, Inc. | |
| 11/14/01 | | | Ocean signs agreement with Arrington regarding its farmout agreement including acreage in Section 25. |
| 11/20/01 | TMBR/Sharp, on behalf of all Plaintiffs, files a Motion for Partial Summary Judgment Regarding Filing of Unit Designation. | | |

| DATE | AMERISTATE AND TMBR/SHARP ACTIVITY | ARRINGTON ACTIVITY | OTHER ACTIVITY |
|----------|---------------------------------------|--------------------|---|
| 12/27/01 | | | The Court grants the unit designation motion for summary judgment filed by Plaintiffs and denies Defendant's motion for summary judgment regarding pooling. |

District I,
 PO Box 1980, Hobbs, NM 88241-1980
 District II
 811 South First, Artesia, NM 88210
 District III
 1000 Rio Brazos Rd., Aztec, NM 87410
 District IV
 2040 South Pacheco, Santa Fe, NM 87505

State of New Mexico
 Energy, Minerals & Natural Resources Department

Form C-101
 Revised October 18, 1994
 Instructions on back
 Submit to Appropriate District Office
 State Lease - 6 Copies
 Fee Lease - 5 Copies

BEFORE THE
OIL CONSERVATION COMMISSION
 Case No. 12731 Exhibit No. 1
 Submitted By:
TMBR/Sharp Drilling
 Hearing Date: March 26, 2002

AMENDED REPORT

BEFORE THE
APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

| | | |
|--|--|--|
| ¹ Operator Name and Address. TMBR/Sharp Drilling, Inc. P. O. Drawer 10970 Midland, TX 79702 | | ² OGRID Number 036554 |
| Supplemental to API #30-025-35653 | | ³ API Number 30-025-35866 |
| ⁴ Property Code 28579 | ⁵ Property Name Blue Fin "25" | ⁶ Well No. 1 |

⁷ Surface Location

| U/L or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | Count |
|----------------|-----------|------------|------------|---------|---------------|------------------|---------------|----------------|------------|
| E | 25 | 16S | 35E | | 1913 | North | 924 | West | Lea |

⁸ Proposed Bottom Hole Location If Different From Surface

| U/L or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | Count |
|--|---------|----------|-------|---------|--|------------------|---------------|----------------|-------|
| ⁹ Proposed Pool 1 Townsend; Mississippian, N. | | | | | ¹⁰ Proposed Pool 2 Townsend; Morrow | | | | |

| | | | | |
|--|--|---|---|---|
| ¹¹ Work Type Code N | ¹² Well Type Code G | ¹³ Cable/Rotary R | ¹⁴ Lease Type Code P | ¹⁵ Ground Level Elevation 3959 |
| ¹⁶ Multiple No | ¹⁷ Proposed Depth 13,200' | ¹⁸ Formation Mississippian | ¹⁹ Contractor TMBR/Sharp | ²⁰ Spud Date 9/01/01 |

²¹ Proposed Casing and Cement Program

| Hole Size | Casing Size | Casing weight/foot | Setting Depth | Sacks of Cement | Estimated TOC |
|-------------|-------------|--------------------|---------------|-----------------|----------------|
| 17½" | 13¾" | 54.5 | 420 | 500 | Surface |
| 12¼" | 9¾" | 40 | 5,000 | 1800 | Surface |
| 8¾" | 7" | 23 & 26 | 12,000 | 1000 | 5,000 |
| 6¼" | 4½" | 11.6 | 13,200 | 135 | 11,900 |

²² Describe the proposed program. If this application is to DEEPEN or PLUG BACK give the data on the present productive zone and proposed new productive zone. Describe the blowout prevention program, if any. Use additional sheets if necessary.

It is proposed to drill a 17½" hole to ±420' with fresh water & set 13¾" csg & cement to surface. A 12¼" intermediate hole will be drilled to ±5000' with cut-brine system & 9¾" csg will be set & cemented back to surface. A 3000 psi annular preventer & 3000 psi dual ram BOP will be used on the intermediate hole. An 8¾" hole will be drilled to a TD of ±12,000' with FW mud where 7" csg will be set at TD & cemented back to the intermediate csg @ 5000'. We will drill a 6¼" hole to TD of ±13,200'. We plan to run a 4½" liner to TD with top of liner @ 11,900' & cement w/135 sacks. A 3000 psi annular preventer & a 5000 psi double ram BOP will be used on the 8¾" & 6¼" hole. Mud up will occur between 9000' & 10,000' & several DST's are planned.

²³ I hereby certify that the information given above is true and complete to the best of my knowledge and belief.

Signature: *Lonnie Arnold*
 Printed name: **Lonnie Arnold**

Title: _____
 Date: _____

BEFORE THE
OIL CONSERVATION COMMISSION
 Case No. 12731 Exhibit No. 1
 Submitted By:
TMBR/Sharp Drilling
 Hearing Date: March 26, 2002

OIL CONSERVATION DIVISION

| | |
|-------------------------|---------------------------|
| Approved by: | ORIGINAL SIGNED BY |
| Title: | PAUL F. KAUTZ |
| Approval Date: | PETROLEUM ENGINEER |
| Expiration Date: | |
| Conditions of Approval: | |
| Attachment: | MAR 20 2002 |

Permit Expires 1 Year From Appro.
 Date Unless Drilling Underway

DISTRICT I
P.O. Box 1980, Hobbs, NM 88241-1980

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-102
Revised February 10, 1994
Submit to Appropriate District Office
State Lease - 4 Copies
Fee Lease - 3 Copies

DISTRICT II
P.O. Drawer DD, Artesia, NM 88211-0718

OIL CONSERVATION DIVISION

P.O. Box 2088
Santa Fe, New Mexico 87504-2088

DISTRICT III
1000 Rio Braxos Rd., Artec, NM 87410

DISTRICT IV
P.O. BOX 2088, SANTA FE, N.M. 87504-2088

WELL LOCATION AND ACREAGE DEDICATION PLAT

AMENDED REPORT

| | | | |
|-----------------------------------|--|--------------------|--|
| API Number 30-025-35865 | | Pool Code 86390 | Pool Name Townsend; Mississippian, N. |
| Property Code 28579 | Property Name BLUEFIN 25 | | Well Number 1 |
| OGRID No. 036554 | Operator Name TMBR/SHARP DRILLING, INC. | | Elevation 3959' |

Surface Location

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| E | 25 | 16-S | 35-E | | 1913 | NORTH | 924 | WEST | LEA |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| | | | | | | | | | |

| Dedicated Acres | Joint or Infill | Consolidation Code | Order No. |
|-----------------|-----------------|--------------------|-----------|
| 320 | N | P | |

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

| | |
|--|---|
| | <p>OPERATOR CERTIFICATION</p> <p>I hereby certify the the information contained herein is true and complete to the best of my knowledge and belief.</p> <p><i>Lonnie Arnold</i> Signature</p> <p>Lonnie Arnold Printed Name</p> <p>Production Manager Title</p> <p>March 15, 2002 Date</p> |
| | <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision and that the same is true and correct to the best of my belief.</p> <p>JULY 26, 2001 Date Surveyed</p> <p>AWB</p> |
| | <p>Signature & Seal of Professional Surveyor</p> <p><i>Ronald A. Edson</i> RONALD A. EDSON 01.11.0899</p> |
| | <p>Certificate No. RONALD A. EDSON 3230 GARY EDSON 12641</p> |

T.M.B.R. // SHARP DRILLING

B.O.P. Equipment Intended for use on Rig # 24

Well To Be drilled for T.M.B.R./Sharp Drilling, Inc.

'All Valves (H2S)'

Choke Manifold:

Pressure Rating 3,000 or 5,000 (as Req.)

1 - 4" Valves (2 If Required)

4 - 2" Valves

2 - 2" Adjustable Chokes

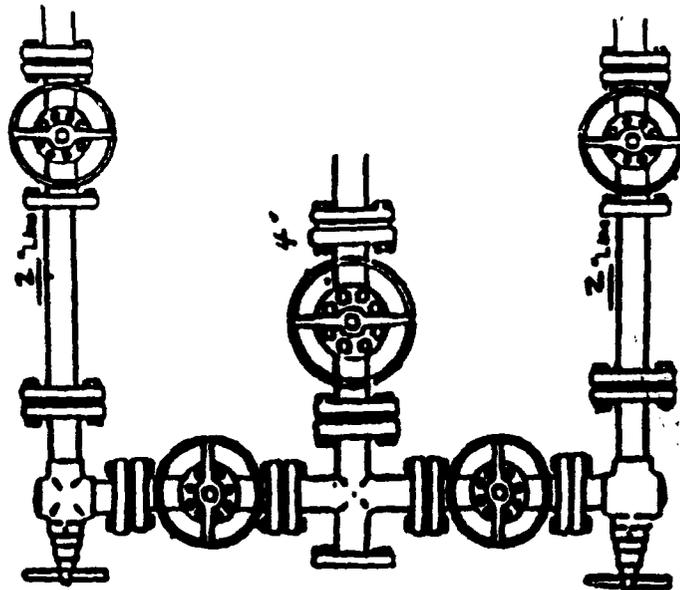
Valve Types Used:

Cameron - F or FC

Shaffer - B Floseal

WKM - type 2

Chokes - Cameron H2 or TC unibolt



TMBR//SHARP DRILLING

B.O.P. Equipment Intended for use on Rig # 24

Well To Be drilled for TMBR/Sharp Drilling, Inc.

- All B.O.P. equipment is H2S Trim
- All Accumulators are Kookey Type-80 : Dual Power Electric/Air
- Choke Manifold: * See sheet 2
- 4" Valves : Cameron F/FC, Shaffer DB Hydraulic
- 2" Check Valve: Cameron Type R
- 2" Valves : Cameron or Shaffer

Annular: Shaffer Type: Spherical

Annular PSI: 3000

(If Shaffer: Spherical , If Hydril: Type GK)

BOP Type LWS 2 gate

(If Shaffer: LWS or SL, If Cameron: Type U)

BOP Size: 11 " - 5000 PSI

Rotating Head Type Smith

Rot-Head Furnished By TMBR/Sharp

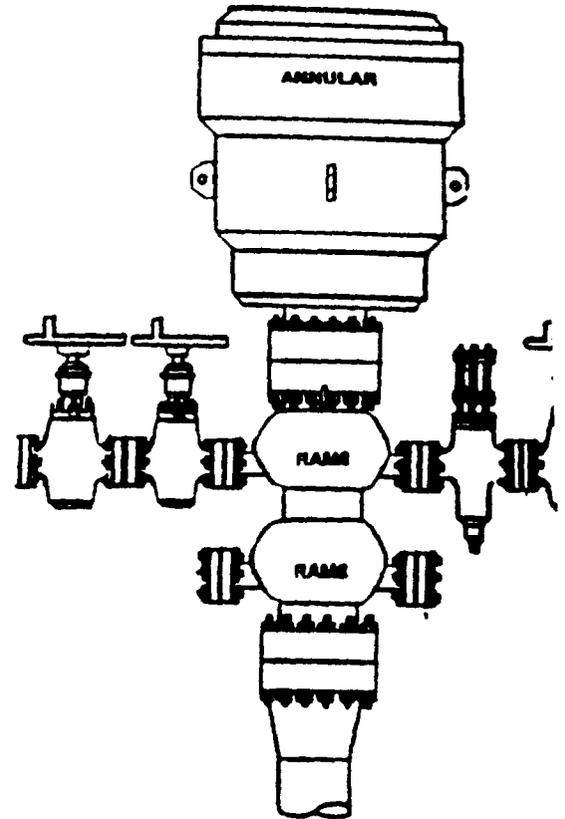
Rams in top gate: Blinds

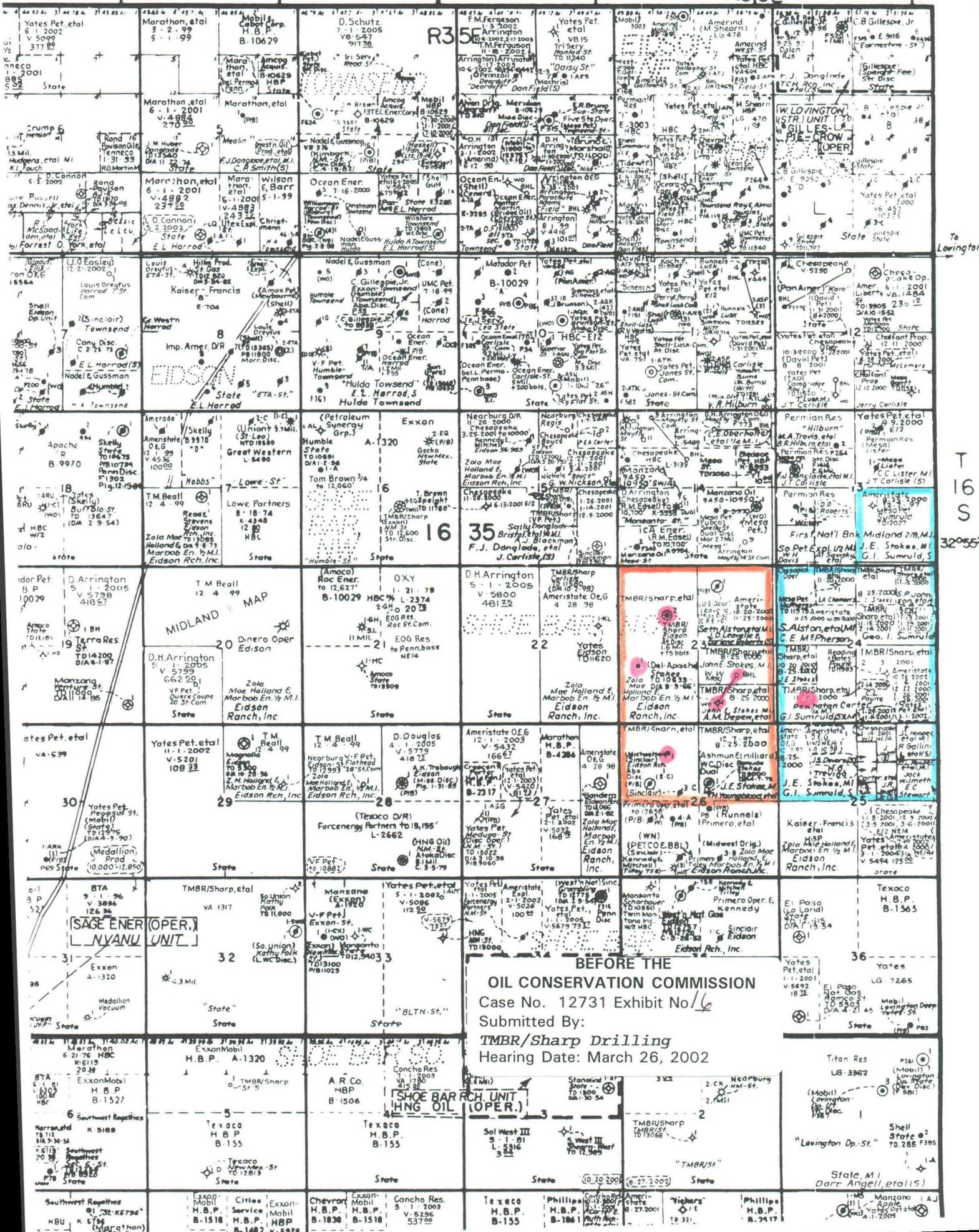
Rams in bottom: 4-1/2" pipe

Side Outlets used:

Bottom x Top

4" Valves on Tee





BEFORE THE
 OIL CONSERVATION COMMISSION
 Case No. 12731 Exhibit No. 16
 Submitted By:
TMBR/Sharp Drilling
 Hearing Date: March 26, 2002

T
 16
 S
 32055

LEA, Southeast

State, MI
 Darr Angell, et al (S)

It was held in *Home-Stake Royalty Corp. v. Corporation Commission*^{6.1} that the applicant for a pooling order is not required to make available private geological information possessed by the applicant, but the sufficiency of the price offered for nonparticipating interests was to be determined on the basis of present market value as evidenced by the terms and price paid for recent leases in the surrounding area. In this instance the well to be drilled was a wildcat in an undeveloped region in which the only well in the vicinity was a thirty-year-old non-producer.

“Geologic studies in such areas are closely guarded by their owners as proprietary information. Any conclusion reached relative to future production from the contemplated well derived from these tests remains problematical, conjectural, and depends in great part upon the expertise of the persons making the evaluation.”

[Surface rights in unleased land]

The owner of unleased lands should not be able to avoid the effect of a compulsory pooling order by denying surface rights in the unit operator. Thus in *Texas Oil & Gas Corp. v. Rein*⁷ the court held that the regulatory commission had authority to permit the unit well to be located on unleased premises over the objection of the owner thereof, declaring:

“[t]o hold otherwise would frustrate the intent of the Act because the owner desiring to drill would not be entitled to do so unless he held a lease covering the well location designated by the Commission.”⁸

^{6.1} *Home-Stake Royalty Corp. v. Corporation Comm'n*, 594 P.2d 1207, 63 *O.&G.R.* 340 (Okla. 1979).

Not surprisingly, there may be substantial dispute over the bonus appropriate under the circumstances of any particular case. See *Miller v. Corporation Comm'n*, 635 P.2d 1006, 70 *O.&G.R.* 314 (Okla. 1981). The Corporation Commission established that a bonus of \$75 per acre and a one-eighth royalty interest be paid mineral owners in lieu of participation. Dispute centered on the fact that the state had received a larger bonus and royalty on a sealed-bid sale of an 80-acre state-owned tract located in the same unit. The majority of the court concluded that the price secured through the statutorily mandated sealed-bid process for leasing state-owned minerals did not represent a sale in the open market. The Commission order was sustained.

⁷ *Texas Oil & Gas Corp. v. Rein*, 534 P.2d 1277, 51 *O.&G.R.* (Okla. 1974).

⁸ 534 P.2d at 1279, 51 *O.&G.R.* at 68.

See also the following:

Nunez v. Wainoco Oil & Gas Co., 488 So.2d 955, 91 *O.&G.R.* 246 (La. 1986), *cert. denied*, 479 U.S. 925 (1986);

Nunez v. Wainoco Oil & Gas Co., 606 So. 2d 1320, 121 *O.&G.R.* 467 (La. Ct. App.), *writs denied*, 608 So. 2d 1010 (La. 1992) (on subsequent appeal of suit seeking removal of alleged trespassing well and damages);

Continental Resources, Inc. v. Farrar Oil Co., 1997 ND 31, 559 N.W.2d 841, — *O.&G.R.* — (1997) (follows *Texas Oil & Gas v. Rein* and *Nunez v. Wainoco*; property law of trespass is superseded by the Resources Act).

EXHIBIT 6:

Effective December 7, 1997, Madeline Stokes entered into an oil and gas lease with Ameristate Oil & Gas, Inc. ("Stokes Lease") covering, among other lands, the NW/4SW/4 and NW/4NE/4 of Section 24, T16S, R35E, Lea County, New Mexico.

Effective December 7, 1997, Erma Stokes Hamilton entered into an oil and gas lease with Ameristate Oil & Gas, Inc. ("Hamilton Lease") covering, among other lands, the NW/4SW/4 and NW/4NE/4 of Section 24, T16S, R35E, Lea County, New Mexico;

TMBR/Sharp is successor to Ameristate.

The primary term for both of these leases ended at midnight June 6, 2001;

EXHIBIT 7:

Effective July 1, 1998, TMBR/Sharp entered into an operating agreement covering lands in Lea County, New Mexico including the Hamilton and Stokes' lands.

TMBR/Sharp contends that the interest claim by Arrington in the NW/4 of Section 25 subject to a July 1, 1998 Operating Agreement and that its leases of the disputed lease acreage were perpetuated by TMBR/Sharp's drilling of the Blue Fin "24" Well No. 1 which was dedicated to a 320-acre gas spacing and proration unit consisting of the W/2 of Section 24, T16S, R35E.

EXHIBIT 8:

On November 17, 2000, TMBR/Sharp as operator under this operating agreement, filed an application for permit to drill its Blue Fin "24" Well No. 1 and to dedicate a 320-acre gas spacing and proration unit consisting of the W/2 of Section 24 to the well. The permit was approved on November 22, 2000 by the OCD.

On March 29, 2001 TMBR/Sharp commenced drilling and on June 29, 2001 completed its Blue Fin 24 Well No. 1 for production from the North Townsend Mississippian Gas Pool.

TMBR/Sharp contends that its drilling and completion of the Blue Fin 24 Well No. 1 was sufficient to extend the Hamilton and Stokes leases beyond their primary terms.

•
EXHIBIT 9:

On March 27, 2001, Madeline Stokes entered into an oil and gas lease with James D. Huff ("Stokes-Huff top lease") which covered the same lands as her lease to Ameristate.

On March 27, 2001, Erma Stokes Hamilton entered into an oil and gas lease with James D. Huff ("Hamilton-Huff top lease") which covered the same lands as her lease to Ameristate.

Arrington's right to drill and operate these wells is predicated upon his assumption that two oil & gas leases held by TMBR/Sharp had expired and that two "top leases" are now in effect.

In fact the two "top leases" were obtained on March 27, 2001 by James D. Huff and filed of record in Lea County on June 11, 2001. Huff's assignment of these "top leases" was not recorded until September 19, 2001, some 6 weeks after the Division had approved Arrington's APDs.

Arrington contends that controls some or all of the operating rights in the Hamilton-Huff top lease and the Stokes-Huff top lease.

Except for the Hamilton/Stokes top Lease Arrington has not interest in the W/.2 of Section 15.

Exhibits 10:

On September 10, 2001, Arrington and Ocean Energy, Inc. entered into a Letter Agreement that if Arrington was not successful in curing any title dispute for the W/2 of Section 25 for Arrington Triple Hackle Dragon 25 Well No. 1, the Ocean would initiate compulsory pooling proceeding for a spacing unit consisting of the W/2 of Section 25.

Exhibits 11;

Ocean has initiate such a proceeding in NMOCD Case 12841.

EXHIBIT 12:

On December 13, 2001, the Division entered Order R-11700 denied TMBR/Sharp's Applications for Permit to Drill ("APDs") because the Division had previously approved David H. Arrington's APDs.

EXHIBIT 13:

On August 21, 2001, TMBR/Sharp filed litigation in the Fifth Judicial District Court, Lea County, New Mexico seeking a judicial determination, among other things, of TMBR/Sharp's right to drill and operate wells on the disputed lease acreage.

On December 27, 2001, the District Court entered a order holding that Arrington's assumptions were wrong and entered Summary Judgment in favor the TMBR/Sharp. Arrington's claim of interest in the top leases has failed and TMBR/Sharp's leases are still valid.

As a result of this order Arrington has no operating interest in either the E/2 of Section 23 nor the W/2 of Section 25. This matter has been conclusively resolved against Arrington and demonstrates that Arrington wrongfully obtained the approval of its APDs from the Division. Based upon this District Court order, TMBR/Sharp is entitled to have its APDs approved and Arrington's revoked.

WITNESSES

WITNESSES

EST. TIME EXHIBITS

Tom Bell

Jeffrey D. Phillips

Randy Watts (land)

PROCEDURAL MATTERS

KELLAHIN AND KELLAHIN

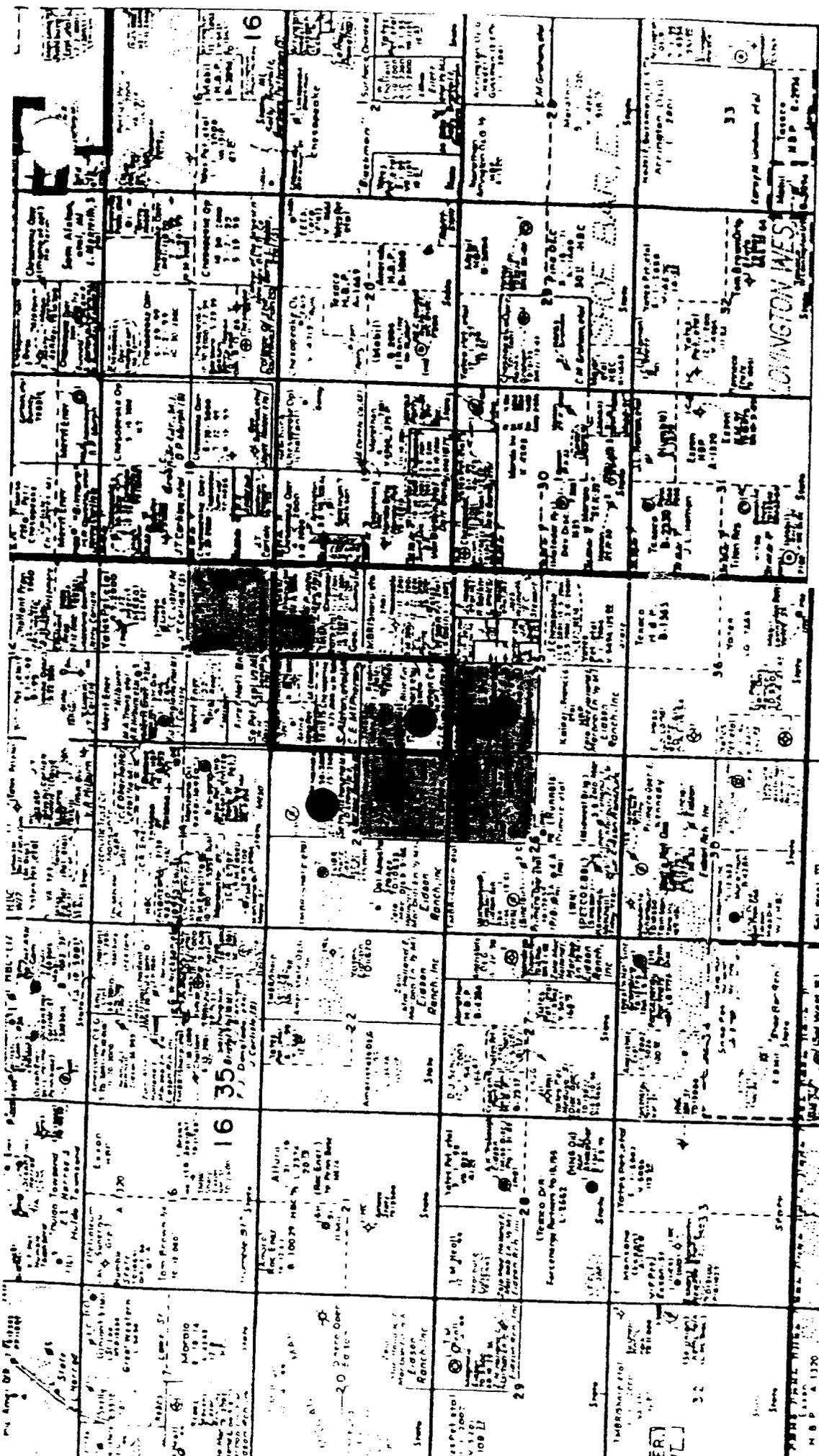
By: 

W. Thomas Kellahin

P.O. Box 2265

Santa Fe, New Mexico 87504

(505) 982-4285



KEY

Stokes Leases Acreage

Existing Well Site:

TMBR/Sharp Drilling, Inc. Blue Fin 24 #1

Proposed Well Locations:

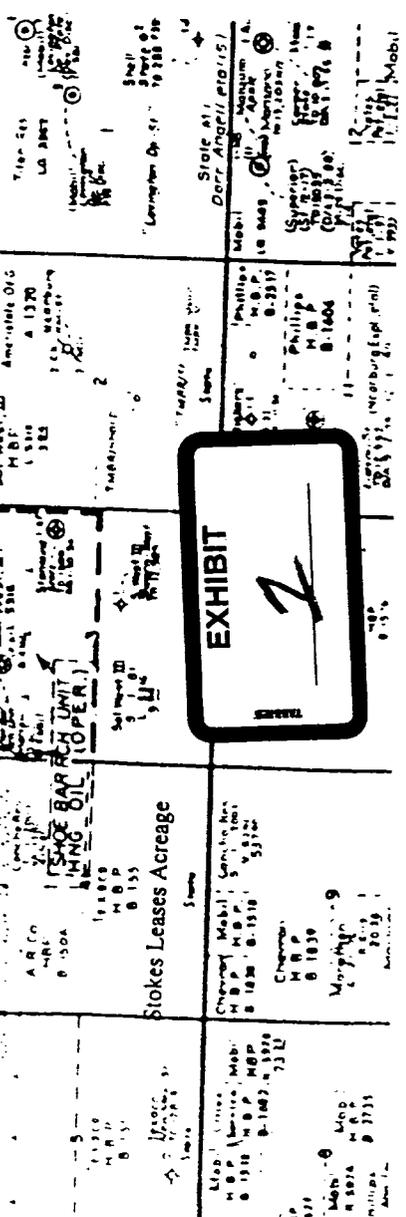
TMBR/Sharp Drilling, Inc. Leavelle 23 #1

David H. Arrington Oil & Gas, Inc. Blue Drake 23 #1

TMBR/Sharp Drilling, Inc. Blue Fin 25 #1

David H. Arrington Oil & Gas, Inc. Triple-Hackle Dragoon 25 #1

EXHIBIT
2



DISTRICT I
P. O. Box 1980
Hobbs, NM 88241-1980

DISTRICT II
P. O. Drawer 00
Artesia, NM 88211-0719

DISTRICT III
1000 Rio Brazos Rd
Aztec, NM 87410

DISTRICT IV
P. O. Box 2088
Santa Fe, NM 87507-2088

State of New Mexico
Energy, Minerals, and Natural Resources Department

Form C
Revised 02-1

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Fee Lease - 3 copies

OIL CONSERVATION DIVISION
P. O. Box 2088
Santa Fe, New Mexico 87504-2088

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|----------------------------|---|-------------------------------------|
| API Number 30-025-35636 | Pool Code 86380 | Pool Name Townsend Mississippian |
| Property Code 28458 | Property Name TRIPLE-HACKLE DRAGON 25 | Well Number 1 |
| OGMS No. 005898 | Operator Name DAVID H. ARRINGTON OIL & GAS COMPANY | Elevation 3958' |

" SURFACE LOCATION

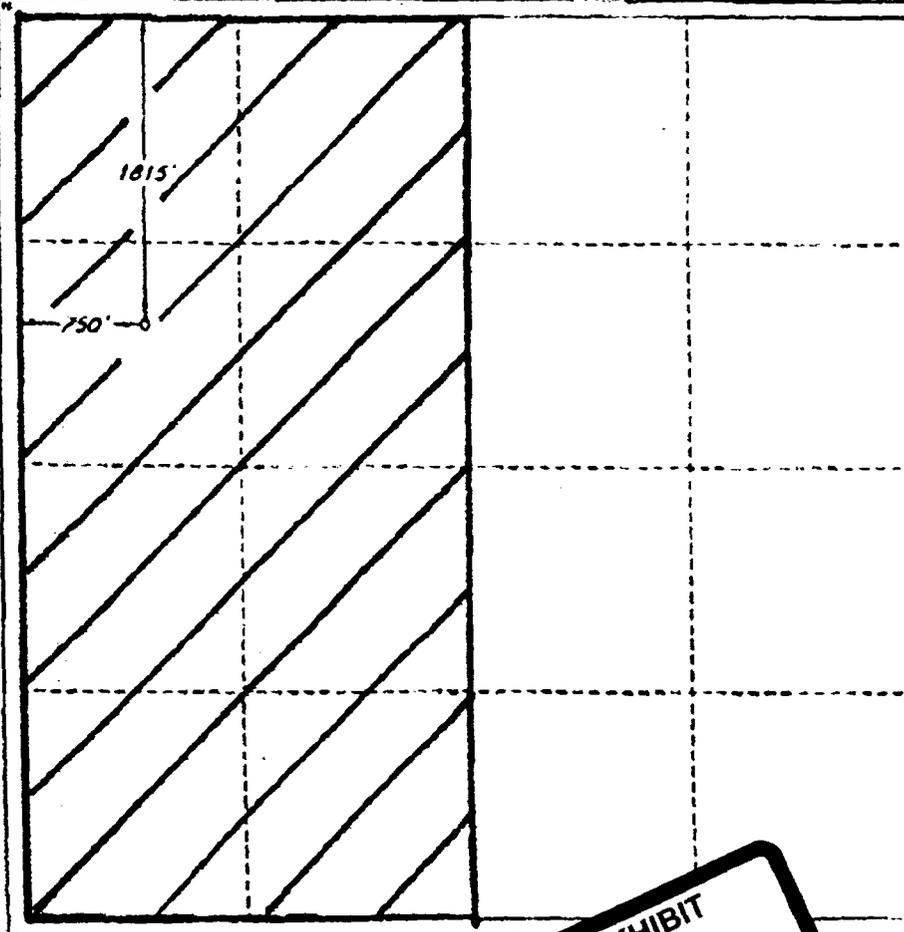
| UL or lot no. | Section | Township | Range | Lot Ids | Feet from the | North/South line | Feet from the | East/West line | Corner |
|---------------|---------|----------|-------------------|---------|---------------|------------------|---------------|----------------|--------|
| E | 25 | 18 SOUTH | 30 EAST, N.M.P.M. | | 1815' | NORTH | 750' | WEST | LEA |

" BOTTOM HOLE LOCATION IF DIFFERENT FROM SURFACE

| UL or lot no. | Section | Township | Range | Lot Ids | Feet from the | North/South line | Feet from the | East/West line | Corner |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| | | | | | | | | | |

| | | | |
|------------------------|--------------|--------------------|-----------|
| Dedicated Acres 320 | Joint or LHM | Consolidation Code | Order No. |
|------------------------|--------------|--------------------|-----------|

NO ALLOWABLE WELL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Signature: *Danny Ledford*
 Printed Name: Danny Ledford
 Title: Geologist
 Date: 7/17/01

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

Date of Survey: JULY 13, 2001
 Signature: *V. Lynn Bezman*
 Professional Seal: V. LYNN BEZMAN, NO. 7920
 Job No: 8782
 Date: 7/17/01

EXHIBIT
7

1000, Edm. N.M. 2001-1001
 DISTRICT II
 P.O. Drawer 25, Arroyo, N.M. 88011-0710
 DISTRICT III
 1000 Elie Brown Rd., Arroyo, N.M. 87410
 DISTRICT IV
 P.O. Box 2086, Santa Fe, N.M. 87504-2086

State of New Mexico
 Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION
 P.O. Box 2086
 Santa Fe, New Mexico 87504-2086

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 Revised February 14, 1994
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WELL LOCATION AND ACREAGE DEDICATION PLAT

AMENDED REPORT

| | | |
|-----------------------------------|---|--|
| API Number 30-025-35653 | Pool Code 86390 | Pool Name Townsend; Mississippian, N. |
| Property Code 28579 | Property Name BLUEFIN 25 | |
| Well No. 036554 | Operator Name TMBR/SHARP DRILLING, INC. | |
| | | Well Number 1 |
| | | Elevation 3959' |

Surface Location

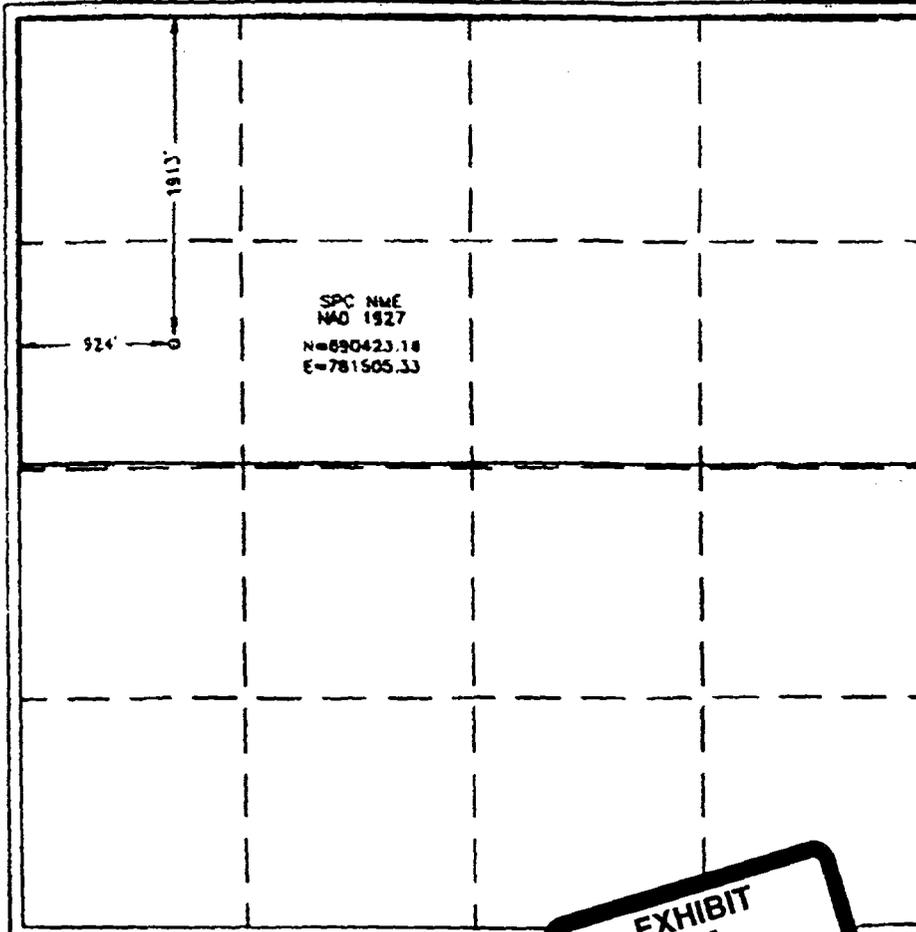
| UL or lot No. | Section | Township | Range | Lot No. | Feet from the | North/South Line | Feet from the | East/West Line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| E | 25 | 16-S | 35-E | | 1913 | NORTH | 924 | WEST | LEA |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot No. | Feet from the | North/South Line | Feet from the | East/West Line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| | | | | | | | | | |

| | | | |
|------------------------|-----------------|--------------------|-----------|
| Dedicated acres 320 | Joint or Infill | Consolidation Code | Order No. |
|------------------------|-----------------|--------------------|-----------|

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Lonnie Arnold
 Signature

Lonnie Arnold
 Printed Name

Production Manager
 Title

8/7/01
 Date

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

JULY 26, 2001

Date Surveyed
 Signature
 Professional Surveyor

Robert D. Edson
 7/27/01
 01.11.0899
 Certified Professional Surveyor
 No. ROBERT D. EDSON 2259
 1204

EXHIBIT
 2

DISTRICT I
P. O. Box 1980
Hobbs, NM 88241-1980

DISTRICT II
P. O. Drawer 00
Artesia, NM 88211-0719

DISTRICT III
1000 Rio Brazos Rd.
Aztec, NM 87410

DISTRICT IV
P. O. Box 2088
Santa Fe, NM 87507-2088

State of New Mexico
Geology, Minerals, and Natural Resources Department

OIL CONSERVATION DIVISION
P. O. Box 2088
Santa Fe, New Mexico 87504-2088

Form C-102
Revised 02-16-84

Instructions on back

Send to the Appropriate District Office
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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | | |
|------------------------------|---|----------------------|---|
| * API Number 30-025-35644 | | * Pool Code 86390 | * Pool Name Townsend Mississippian NORTH |
| * Property Code 28536 | * Property Name BLUE DRAKE 23 | | * Well Number 1 |
| * OCIS No. 005898 | * Operator Name DAVID H. ARRINGTON OIL & GAS COMPANY | | * Elevation 3059' |

* SURFACE LOCATION

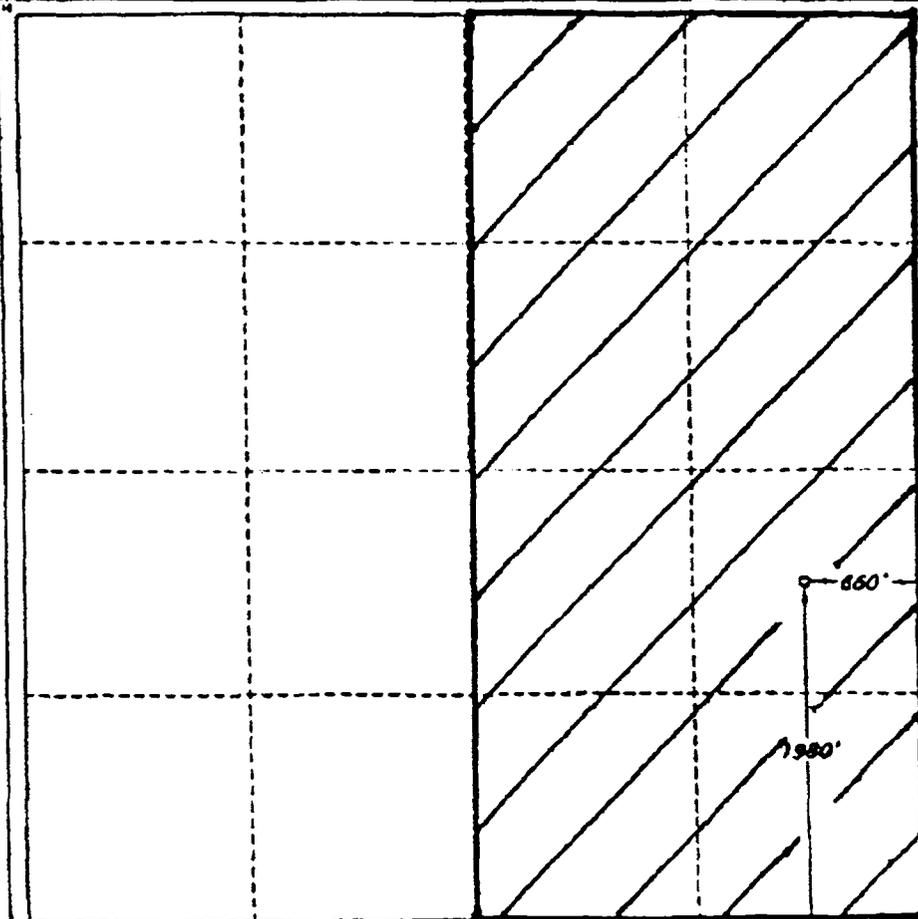
| UL or lot no. | Section | Township | Range | Lot No. | Feet from line | North/South Line | Feet from line | East/West line | County |
|---------------|---------|----------|-------------------|---------|----------------|------------------|----------------|----------------|--------|
| I | 23 | 18 SOUTH | 35 EAST, N.M.P.M. | | 1980' | SOUTH | 660' | EAST | LEA |

" BOTTOM HOLE LOCATION IF DIFFERENT FROM SURFACE

| UL or lot no. | Section | Township | Range | Lot No. | Feet from line | North/South Line | Feet from line | East/West line | County |
|---------------|---------|----------|-------|---------|----------------|------------------|----------------|----------------|--------|
| | | | | | | | | | |

| | | | |
|--------------------------|-----------------|----------------------|-------------|
| * Dedicated Acres 320 | * Joint or InRU | * Consolidation Code | * Order No. |
|--------------------------|-----------------|----------------------|-------------|

NO ALLOWABLE WELL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Signature: *D. Ledford*
 Printed Name: Danny Ledford
 Title: Geologist
 Date: 7/25/01

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

Date of Survey: JULY 19, 2001
 Signature and Seal of Professional Surveyor: *[Signature]*
 Seal: STATE OF NEW MEXICO, V. L. BEZNER, NO. 7680
 Certificate No.: 7920
 Date: 108 877410

EXHIBIT
2

Division I
1625 M. French Dr., Hobbs, NM 88346
Division II
511 South First, Arroyo, NM 86210
Division III
1000 Rio Grande Road, Aztec, NM 87410
Division IV
2040 South Pacheco, Santa Fe, NM 87505

State of New Mexico
Energy Minerals and Natural Resources

Form C-101
Revised March 17, 1999

Oil Conservation Division
2040 South Pacheco
Santa Fe, NM 87505

Submit to appropriate District Office
State Lease - 6 Copies
Fee Lease - 5 Copies

AMENDED REPORT

APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

| | | |
|---|--|----------------------------|
| Operator Name and Address David H. Arrington Oil & Gas, Inc P.O. Box 2071 Midland, Texas 79702 | | OCRD Number 005898 |
| Property Code 28458 | Property Name Triple-Hackle Dragon "25" | API Number 30-025-35636 |
| Well No. | | |

| U. or lot no. | Section | Township | Range | Lot No. | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| E | 25 | 16S | 35E | | 1815' | North | 750' | West | Lea |

Proposed Bottom Hole Location if Different From Surface

| U. or lot no. | Section | Township | Range | Lot No. | Feet from the | North/South line | Feet from the | East/West line | County |
|---|---------|----------|-------|---------|-----------------|------------------|---------------|----------------|--------|
| Proposed Pool 1 Townsend Mississippian | | | | | Proposed Pool 2 | | | | |

| | | | | |
|---------------------|---------------------------|----------------------------|-------------------------|---------------------------------|
| Well Type Code N | Well Type Code Gas | Casing Rotary Rotary | Lease Type Code Fee | Ground Level Elevation 3958' |
| Multiple NO | Proposed Depth 13,400' | Formation Mississippian | Contractor Patterson | Start Date ASAP |

Proposed Casing and Cement Program

| Hole Size | Casing Size | Casing weight/foot | Setting Depth | Grade of Cement | Estimated TOC |
|-----------|-------------|--------------------|---------------|-----------------|------------------------------|
| 17 1/2" | 13 3/8" | 54 1/2# | 450' | 500 SXS | Circulate |
| 11" | 8 5/8" | 32# | 4900' | 1300 SXS | Circulate |
| 7 7/8" | 5 1/2" | 17# | 13,400' | 1200 SXS | 500' above UPPER most pay |

* Describe the proposed program. If this application is to DEEPEN or PLUG BACK, give the data on the present productive zone and proposed new productive zone. Describe the blowout prevention program, if any. Use additional sheets if necessary.

Set surface casing at 450'. Circulate cement to surface. Drill 11" hole to 4900'. Set 8 5/8" intermediate casing at 4900'. Circulate cement to surface. Install and test BOP's to 5000 psi. Drill 7 7/8" hole to 13,400'. DST any prospective pays. Run 5 1/2" production casing through Mississippian if justified.

Permit Expires 1 Year From Approval
Date Unless Drilling Underway

| | | | |
|--|-----------------------------------|---|-----------------------------------|
| I hereby certify that the information given above is true and complete to the best of my knowledge and belief. | | OIL CONSERVATION DIVISION | |
| Signature: <i>Danny Lefford</i> | Approved by: <i>Paul J. Kelly</i> | Title: Geologist | |
| Printed name: Danny Lefford | Title: Geologist | Approval Date: Jul 17 2001 | Expiration Date: |
| Date: 07/17/2001 | Phone: (915) 682-6685 | Conditions Approved: <input type="checkbox"/> | Advised: <input type="checkbox"/> |



District I
1423 N. French Dr., Hobbs, NM 88240
District II
811 South Farm, Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
2040 South Pacheco, Santa Fe, NM 87505

State of New Mexico
Energy Minerals and Natural Resources

Oil Conservation Division
2040 South Pacheco
Santa Fe, NM 87505

Form C-101
Revised March 17, 1999

Submit to appropriate District Office
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Fee Lease - 5 Copies

AMENDED REPORT

APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

| | | |
|---|--|----------------------------|
| Operator Name and Address David H. Arrington Oil & Gas, Inc P.O. Box 2071 Midland, Texas 79702 | | QRID Number 005898 |
| Property Code 28458 | Property Name Triple-Hackle Dragon "25" | API Number 30-025-35636 |
| Well No. | | |

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| E | 25 | 16S | 35E | | 1815' | North | 750' | West | Lea |

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---|---------|----------|-------|---------|-----------------|------------------|---------------|----------------|--------|
| Proposed Pool 1 Townsend Mississippian | | | | | Proposed Pool 2 | | | | |

| | | | | |
|---------------------|---------------------------|----------------------------|-------------------------|---------------------------------|
| Work Type Code N | Well Type Code Gas | Cable/Log Rotary | Lease Type Code Fee | Ground Level Elevation 3958' |
| Multiple NO | Proposed Depth 13,400' | Formation Mississippian | Contractor Patterson | Spud Date ASAP |

| Hole Size | Casing Size | Casing weight/foot | Setting Depth | Sacks of Cement | Estimated TOC |
|-----------|-------------|--------------------|---------------|-----------------|------------------------------|
| 17 1/2" | 13 3/8" | 54 1/2# | 450' | 500 sxs | Circulate |
| 11" | 8 5/8" | 32# | 4900' | 1300 sxs | Circulate |
| 7 7/8" | 5 1/4" | 17# | 13,400' | 1200 sxs | 500' above upper most pay |

" Describe the proposed program. If this application is to DEEPEN or PLUG BACK, give the data on the present productive zone and proposed new productive zone. Describe the blowout prevention program, if any. Use additional sheets if necessary.

Set surface casing at 450'. Circulate cement to surface. Drill 11" hole to 4900'. Set 8 5/8" intermediate casing at 4900'. Circulate cement to surface. Install and test BOP's to 5000 psi. Drill 7 7/8" hole to 13,400'. DST any prospective pays. Run 5 1/2" production casing through Mississippian if justified.

**UPPER MOST PAY WITHIN 1 MILE*

Permit Expires 1 Year From Approval Date Unless Drilling Underway

| | | | |
|--|----------------------------|-----------------------------------|------------------|
| I hereby certify that the information given above is true and complete to the best of my knowledge and belief. | | OIL CONSERVATION DIVISION | |
| Signature: <i>Danny Leford</i> | Printed name: Danny Leford | Approved by: <i>Paul East</i> | Title: Geologist |
| Title: Geologist | Date: 07/17/2001 | Approved Date: JUL 19 2001 | Expiration Date: |
| Phone: (915) 682-6685 | Conditions of Approval: | Attached <input type="checkbox"/> | |

7-11-01

DISTRICT I
P. O. Box 1860
Hobbs, NM 88241-1960

State of New Mexico
Energy, Minerals, and Natural Resources Department

Form C-102
Revised 02-10-84
Instructions on back

DISTRICT II
P. O. Drawer 00
Artesia, NM 88211-0718

OIL CONSERVATION DIVISION

P. O. Box 2068
Santa Fe, New Mexico 87504-2068

Send to the Appropriate
District Office
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DISTRICT III
1000 Rio Brazos Rd.
Aztec, NM 87410

AMENDED REPORT

DISTRICT IV
P. O. Box 2068
Santa Fe, NM 87507-2068

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | | | | |
|--|--------------------|---|----------------------------|---|---|
| * Apt Number 30-025-35636 | | * Post Code 86380 | | * Post Name Townsend Mississippi | |
| * Property Code 28458 | | * Property Name TRIPLE-HACKLE DRAGON 25 | | | * Well Number 1 |
| * OCS No. 005898 | | * Operator Name DAVID H. ARRINGTON OIL & GAS COMPANY | | | * Closure 3858' |
| " SURFACE LOCATION | | | | | |
| UL or lot no. E | Section 25 | Township 18 SOUTH | Range 35 EAST, N.M.P.M. | Lot No. | Foot from the North/South Line 1815' |
| | | | | | Foot from the East/West Line 750' |
| | | | | | County LEA |
| " BOTTOM HOLE LOCATION IF DIFFERENT FROM SURFACE | | | | | |
| UL or lot no. | Section | Township | Range | Lot No. | Foot from the North/South Line |
| | | | | | Foot from the East/West Line |
| | | | | | County |
| * Dedicated Area 320 | * Serial or Infill | * Classification Code | * Order No. | | |
| NO ALLOWABLE WELL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION | | | | | |
| | | | | <p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.</p> | |
| | | | | <p>Signature <i>Danny Hedford</i> Printed Name Danny Hedford</p> <p>Title Geologist</p> <p>Date 7/27/01</p> | |
| | | | | <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> | |
| | | | | <p>Date of Survey JULY 13, 2001</p> <p>Signature <i>V. Lynn Bezier</i> Printed Name V. L. BEZIER</p> <p>State of New Mexico Professional Surveyor No. 10280</p> <p>17820 JOS 17/01 J.C.P.</p> | |

District I
1423 N. French Dr., Hobbs, NM 88240
District II
811 South First, Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IX
2040 South Pacheco, Santa Fe, NM 87505

State of New Mexico
Energy Minerals and Natural Resources

Form C-101
Revised March 17, 1999

Oil Conservation Division
2040 South Pacheco
Santa Fe, NM 87505

Submit to appropriate District Office
State Lease - 6 Copies
Fee Lease - 5 Copies

AMENDED REPORT

APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

| | | |
|---|--|----------------------------|
| Operator Name and Address David H. Arrington Oil & Gas, Inc P.O. Box 2071 Midland, Texas 79702 | | OGRID Number 005898 |
| Property Code 28536 | | API Number 30-025-35644 |
| Property Name Blue Drake "23" | | Well No. |

Surface Location

| UL or lot no. | Section | Township | Range | Lot 1/4 | Feet from line | North/South line | Feet from line | East/West line | County |
|---------------|---------|----------|-------|---------|----------------|------------------|----------------|----------------|--------|
| I | 23 | 16S | 35E | | 1980' | South | 660' | East West | Lea |

Proposed Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot 1/4 | Feet from line | North/South line | Feet from line | East/West line | County |
|--|---------|----------|-------|---------|-----------------|------------------|----------------|----------------|--------|
| Proposed Pool 1 Townsend Mississippian, NORTH | | | | | Proposed Pool 2 | | | | |

| | | | | |
|---------------------|---------------------------|-----------------------------|-------------------------|---------------------------------|
| Work Type Code N | Well Type Code Gas | Cable/ Rotary Rotary | Lease Type Code FEE | Ground Level Elevation 3959' |
| Multiple NO | Proposed Depth 13,400' | Permeation Mississippian | Contractor Patterson | Spud Date ASAP |

Proposed Casing and Cement Program

| Hole Size | Casing Size | Casing weight/foot | Setting Depth | Sacks of Cement | Estimated TOC |
|-----------|-------------|--------------------|---------------|-----------------|------------------------------|
| 17 1/2" | 13 3/8" | 54 1/2# | 450' | 500 sxs | Circulate |
| 11" | 8 5/8" | 32# | 4900' | 1300 sxs | Circulate |
| 7 7/8" | 5 1/2" | 17# | 13,400' | 1200 sxs | 500' above upper most pay |

* Describe the proposed program. If this application is to DEEPEN or PLUG BACK, give the data on the present productive zone and proposed new productive zone.

Describe the blow-out prevention program, if any. Use additional sheets if necessary.

Set surface casing at 450'. Circulate cement to surface. Drill 11" hole to 4900'. Set 8 5/8" intermediate casing at 4900'. Circulate cement to surface. Install and test BOP's to 5000 psi. Drill 7 7/8" hole to 13,400'. DST any prospective pays. Run 5 1/2" production casing through Mississippian if justified.

Permit Expires 1 Year From Approval Date Unless Drilling Underway

I hereby certify that the information given above is true and complete to the best of my knowledge and belief.

Signature: *Danny Ledford*

Printed name: Danny Ledford

Title: Geologist

Date: 07/25/2001

Phone: (915) 682-6685

OIL CONSERVATION DIVISION

Approved by:

Orig. Signed by
Paul Kraus
Geologist

Title:

Approval Date: JUL 30 2001

Expiration Date:

Conditions of Approval:

Attached



DISTRICT I
 P. O. Box 1980
 Hobbs, NM 88241-1980

DISTRICT II
 P. O. Drawer 00
 Artesia, NM 88211-0719

DISTRICT III
 1000 Rio Brazos Rd.
 Aztec, NM 87410

DISTRICT IV
 P. O. Box 2088
 Santa Fe, NM 87507-2088

State of New Mexico
 Geological, Minerals, and Natural Resources Department

Form G-102
 Revised 02-10-84
 Instructions on back
 Submit to the Appropriate
 District Office
 State Copies - 4 copies
 Fee Copies - 3 copies

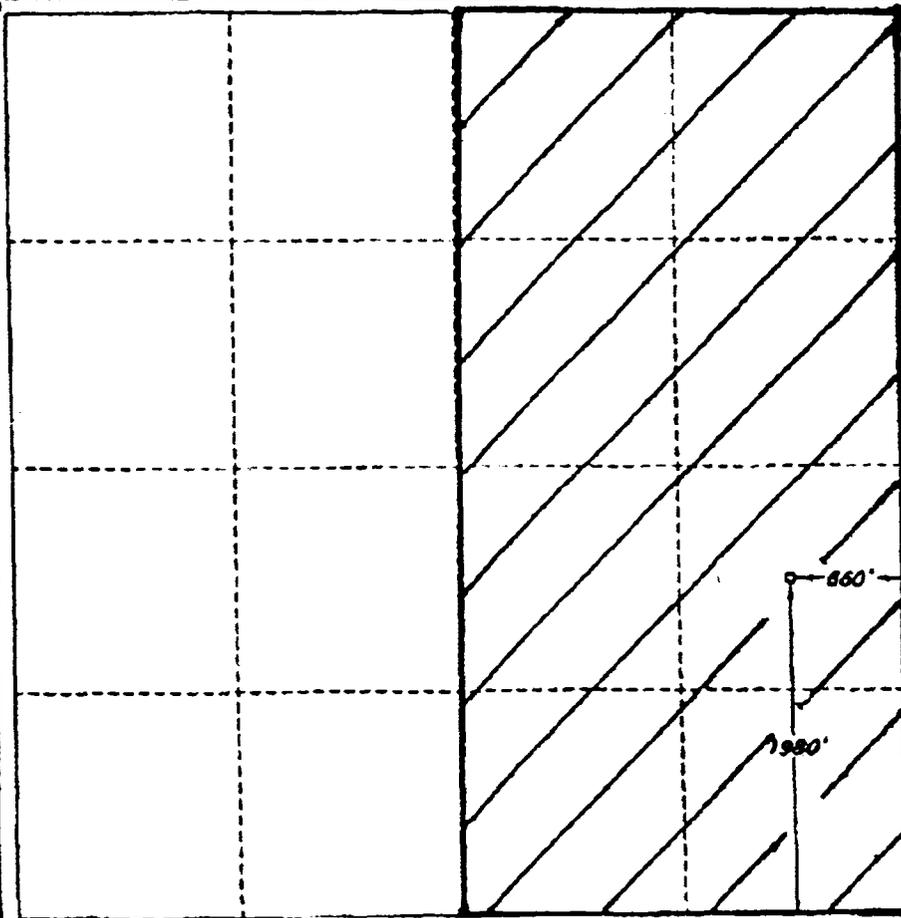
OIL CONSERVATION DIVISION
 P. O. Box 2088
 Santa Fe, New Mexico 87604-2088

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | | | | | | |
|---|----------------------|--|-----------------------------------|---|--|---|----------------------|
| * API Number 30-02.5-35644 | | * Pool Code 86390 | | * Pool Name Townsend Mississippian, north | | | |
| * Property Code 28536 | | * Property Name BLUE DRAKE 23 | | | | * Well Number 1 | |
| * OGRS No. 005898 | | * Operator Name DAVID H. ARRINGTON OIL & GAS COMPANY | | | | * Elevation 3969' | |
| * SURFACE LOCATION | | | | | | | |
| UL or lot no. 1 | Section 23 | Township 16 SOUTH | Range 35 EAST, N.M.P.M. | Lot No. | Feet from the North/South line 1980' | Feet from the East/West line SOUTH 660' | County LEA |
| * BOTTOM HOLE LOCATION IF DIFFERENT FROM SURFACE | | | | | | | |
| UL or lot no. | Section | Township | Range | Lot No. | Feet from the North/South line | Feet from the East/West line | County |
| ** Dedicated Acres 320 | | ** Joint or Infill | ** Consolidation Code | ** Order No. | | | |

NO ALLOWABLE WELL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION
 I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Signature
Danny Ladford

Printed Name
Danny Ladford

Title
Geologist

Date
7/25/01

SURVEYOR CERTIFICATION
 I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

Date of Survey
JULY 19, 2001

Signature and Seal of Professional Surveyor


Corruption No. **7980**

V. L. BEZNICA, L.S. 7980

108 877414 108 7 J.C.P.



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Sallsbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

August 8, 2001

Jeff Phillips
TMBR/Sharp Drilling, Inc.
PO Drawer 10970
Midland, TX 79702

RE: 1) Application to drill TMBR/Sharp Drilling, Inc., Blue Fin 25 # 1, located in E-25.T16S.R35E 1913 PNL and 924 FWL, API number 30-025-35653
2) Voiding API Number 30-025-35653

Dear Mr. Jeff Phillips

We can not approve Form C-101 Application for permit to drill the above well do to the overlapping of the dedicated acreage in the NW/4 of Sec 25, T16s, R35E. The proposed completion interval for this application was a Wildcat:Mississippian (Gas) pool, with the N/2 of Sec 25, T16S, R35E comprising 320 acres dedicated to this well. On July 19, 2001 the Oil Conservation Division office in Hobbs approved an application to drill a well from David H Arrington Oil & Gas, Inc. This well was the David H Arrington Oil & Gas, Inc., Triple-Hackle Dragon 25 # 1, located in E-25.T16S.R35E 1815 FNL and 750 FWL and dedicated to this well was the W/2 of Sec 25, T16S, R35E comprising 320 acres for the proposed completion as a Wildcat:Mississippian (Gas) pool. Therefor API number 30-025-35653 is here by voided.

Since TMBR/Sharp Drilling believes that they are the only operator with the rights to drill this well, it is suggested that they take this mater up with David Arrington Oil & Gas Inc.

Yours very truly,

OIL CONSERVATION DIVISION

Chris Williams (AK)
Chris Williams
District I. Supervisor

PFK

Oil Conservation Division * 1625 French Drive * Hobbs, New Mexico 88240
Phone: (505) 393-6161 * Fax (505) 393-0720 * <http://www.emord.state.nm.us>



District I
 PO Box 1780, Hobbs, NM 88241-1980
 District II
 811 South First, Artesia, NM 88210
 District III
 1000 Rio Brazos Rd., Amec, NM 87410
 District IV
 2040 South Pacheco, Santa Fe, NM 87505

State of New Mexico
 Energy, Minerals & Natural Resources Department

OIL CONSERVATION DIVISION
 2040 South Pacheco
 Santa Fe, NM 87505

Form C-101
 Revised October 18, 1994
 Instructions on back
 Submit to Appropriate District Office
 State Lease - 6 Copies
 Fee Lease - 5 Copies

AMENDED REPORT

APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

| | | |
|---|---|---|
| ¹ Operator Name and Address: TMBR/Sharp Drilling, Inc. P. O. Drawer 10970 Midland, TX 79702 | | ⁴ OGREID Number 036554 |
| | | ⁵ API Number 30-025-35653 |
| ⁶ Property Code 28579 | ⁷ Property Name Blue Fin "25" | ⁸ Well No. 1 |

⁷ Surface Location

| UL or lot no. | Section | Township | Range | Lot Ids | Feet from the | North/South line | Feet from the | East/West line | Cont |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|------|
| E | 25 | 16S | 35E | | 1913 | North | 924 | West | Lea |

⁸ Proposed Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Ids | Feet from the | North/South line | Feet from the | East/West line | Cont |
|------------------------------|---------|----------|-------|---------|-------------------------------|------------------|---------------|----------------|------|
| ⁹ Proposed Pool 1 | | | | | ¹⁰ Proposed Pool 2 | | | | |
| Townsend; Mississippia, N. | | | | | Townsend; Morrow | | | | |

| | | | | |
|-----------------------------------|---|---|--|--|
| ¹¹ Well Type Code N | ¹² Well Type Code G | ¹³ Cable/Rotary R | ¹⁴ Lease Type Code P | ¹⁵ Ground Level Elevation 3999 |
| ¹⁶ Multiple No | ¹⁷ Proposed Depth 13,200' | ¹⁸ Formation Mississippia | ¹⁹ Contractor TMBR/Sharp | ²⁰ Spud Date 9/01/01 |

²¹ Proposed Casing and Cement Program

| Hole Size | Casing Size | Casing weight/foot | Setting Depth | Bags of Cement | Estimated TOC |
|-----------|-------------|--------------------|---------------|----------------|---------------|
| 17 1/2" | 13 1/2" | 54.5 | 420 | 500 | Surface |
| 12 1/4" | 9 1/4" | 40 | 5,000 | 1800 | Surface |
| 8 1/2" | 7" | 23 & 26 | 12,000 | 1000 | 5,000 |
| 6 1/4" | 4 1/2" | 11.6 | 13,200 | 135 | 11,900 |

²² Describe the proposed program. If this application is to DEEPEN or PLUG BACK give the data on the present productive zone and proposed new productive zone. Describe the blowout prevention program, if any. Use additional sheets if necessary.

It is proposed to drill a 17 1/2" hole to ± 420' with fresh water & set 13 1/2" csg & cement to surface. A 12 1/4" intermediate hole will be drilled to ± 5000' with cas-brine system & 9 1/4" csg will be set & cemented back to surface. A 3000 psi annular preventer & 3000 psi dual ram BOP will be used on the intermediate hole. An 8 1/2" hole will be drilled to a TD of ± 12,000' with FW mud where 7" csg will be set at TD & cemented back to the intermediate csg @ 5000'. We will drill a 6 1/4" hole to TD of ± 13,200'. We plan to run a 4 1/2" liner to TD with top of liner @ 11,900' & cement w/135 sacks. A 3000 psi annular preventer & a 5000 psi double ram BOP will be used on the 8 1/2" & 6 1/4" hole. Mud up will occur between 9000' & 10,000' & several DST's are planned.

²³ I hereby certify that the information given above is true and complete to the best of my knowledge and belief.

Signature: *L. Arnold*
 Printed name: Leland Arnold
 Title: Production Manager
 Date: August 6, 2001
 Phone: (513) 699-9850

OIL CONSERVATION DIVISION

Approved by:
 Title:
 Approval Date:
 Expiration Date:
 Conditions of Approval:
 Attached

Permit Expires 1 Year From Approval Date Unless Drilling Underway

DISTRICT II
P.O. Drawer 88, Artesia, NM 88011-0718

DISTRICT III
1000 The Branch Bldg., Artesia, NM 87410

DISTRICT IV
P.O. Box 9999, Santa Fe, N.M. 87504-0999

State of New Mexico
Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION
P.O. Box 2086
Santa Fe, New Mexico 87504-2086

Form C-104
Revised February 18, 1984
Submit to Appropriate District Office
State Lease - 4 Copies
Fee Lease - 3 Copies

WELL LOCATION AND ACREAGE DEDICATION PLAT

AMENDED REPORT

| | | |
|-----------------------------------|---|---|
| API Number 30-025-35653 | Pool Code 86390 | Pool Name Townsend; Mississippian, N. |
| Property Code 28579 | Property Name BLUEFIN 25 | |
| OBSS No. 036554 | Operator Name TMBR/SHARP DRILLING, INC. | Well Number 1 |
| | | Elevation 3959' |

Surface Location

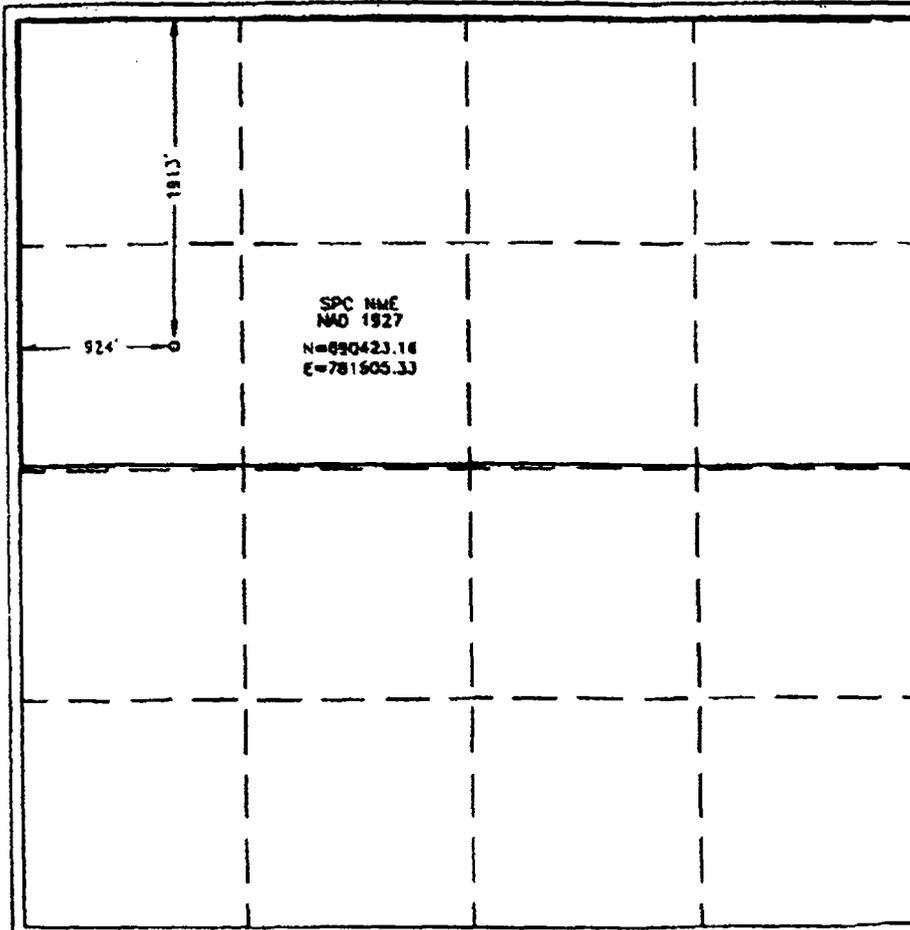
| UR or Lot No. | Section | Township | Range | Lot Mn | Feet from the | North/South Line | Feet from the | East/West Line | County |
|---------------|-----------|-------------|-------------|--------|---------------|------------------|---------------|----------------|------------|
| E | 25 | 16-S | 35-E | | 1913 | NORTH | 924 | WEST | LEA |

Bottom Hole Location If Different From Surface

| UR or Lot No. | Section | Township | Range | Lot Mn | Feet from the | North/South Line | Feet from the | East/West Line | County |
|---------------|---------|----------|-------|--------|---------------|------------------|---------------|----------------|--------|
| | | | | | | | | | |

| Dedicated Acres | Joint or InHH | Consolidation Code | Order No. |
|-----------------|---------------|--------------------|-----------|
| 320 | | | |

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

L. P. Arnold
Signature

Lonnie Arnold
Printed Name

Production Manager
Title

8/7/01
Date

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision and that the same is true and correct to the best of my belief.

JULY 26, 2001

Date Surveyed: _____
Signature: _____
Professional Surveyor

Professional Surveyor

Professional Surveyor No. 0427-0892-0000 2020
1984



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

August 8, 2001

Jeff Phillips
TMBR/Sharp Drilling, Inc.
PO Drawer 10970
Midland, TX 79702

RE: 1) Application to drill TMBR/Sharp Drilling, Inc., IEAVELI.E 23 # 1, located in G-23.T16S.R35E 2038 FNL and 1998 FEL.
API number 30-025-35654
2) Voiding API Number 30-025-35654

Dear Mr. Jeff Phillips

We can not approve Form C-101 Application for permit to drill the above well do to the overlapping of the dedicated acreage in the E/2 of Sec 23, T16a, R35E. The proposed completion interval for this application was the Townsend;Mississippian, North (Gas) pool, with the E/2 of Sec 23, T16S, R35E comprising 320 acres dedicated to this well. On July 30, 2001 the Oil Conservation Division office in Hobbs approved an application to drill a well from David H Arrington Oil & Gas, Inc. This well was the David H Arrington Oil & Gas, Inc., Blue Draie 23 # 1, located in I-23.T16S.R35E , 1980 FSL and 660 FEL and dedicated to this well was the E/2 of Sec 23, T16S, R35E comprising 320 acres for the proposed completion in the Townsend;Mississippian, North (Gas) pool. Therefor API number 30-025-35654 is here by voided.

Since TMBR/Sharp Drilling believes that they are the only operator with the rights to drill this well, it is suggested that they take this mater up with David Arrington Oil & Gas Inc.

Yours very truly,

OIL CONSERVATION DIVISION

Chris Williams
District I Supervisor

PFK



District I
 PO Box 1980, Hobbs, NM 88241-1980
 District II
 811 South First, Artesa, NM 88210
 District III
 1000 Rio Branos Rd., Aztec, NM 87410
 District IV
 2040 South Pacheco, Santa Fe, NM 87505

State of New Mexico
 Energy, Minerals & Natural Resources Department

OIL CONSERVATION DIVISION
 2040 South Pacheco
 Santa Fe, NM 87505

Form C-101
 Revised October 18, 1994
 Instructions on back
 Submit to Appropriate District Office
 State Lease - 6 Copies
 Fee Lease - 5 Copies

AMBNDBD REPORT

APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

| | | |
|---|---|---|
| ¹ Operator Name and Address: TMBR/Sharp Drilling, Inc. P. O. Drawer 10970 Midland, TX 79702 | | ¹ OGRID Number 036554 |
| | | ¹ API Number 30-025-35654 |
| ¹ Property Code 28580 | ¹ Property Name Leavelle "23" | ¹ Well No. 1 |

² Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | Count |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|-------|
| G | 23 | 16S | 3SE | | 2038 | North | 1998 | East | Lea |

² Proposed Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | Count |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|-------|
| | | | | | | | | | |

| | |
|---|--|
| ² Proposed Pool 1 Townsend; Mississippian, N. | ² Proposed Pool 2 Townsend; Morrow |
|---|--|

| | | | | |
|----------------------------------|--|---|---------------------------------------|---|
| ² Work Type Code N | ² Well Type Code G | ² Cable/ Rotary R | ² Lease Type Code P | ² Ground Level Elevation 3965 |
| ² Multiple No | ² Proposed Depth 13,200' | ² Formation Mississippian | ² Contractor TMBR/Sharp | ² Spud Date 9/01/01 |

² Proposed Casing and Cement Program

| Hole Size | Casing Size | Casing weight/foot | Setting Depth | Sacks of Cement | Estimated TOC |
|-----------|-------------|--------------------|---------------|-----------------|---------------|
| 17 1/2" | 13 3/8" | 54.5 | 420 | 500 | Surface |
| 12 1/4" | 9 5/8" | 40 | 5,000 | 1800 | Surface |
| 8 3/4" | 7" | 23 & 26 | 13,000 | 1000 | 5,000 |
| 6 1/2" | 4 1/2" | 11.6 | 13,200 | 135 | 11,900 |

² Describe the proposed program. If this application is to DEEPEN or PLUG BACK give the data on the present productive zone and proposed new productive zone. Describe the blowout prevention program, if any. Use additional sheets if necessary.

It is proposed to drill a 17 1/2" hole to ±420' with fresh water & set 13 3/8" csg & cement to surface. A 12 1/4" intermediate hole will be drilled to ±5000' with cut-brine system & 9 5/8" csg will be set & cemented back to surface. A 3000 psi annular preventer & 3000 psi dual ram BOP will be used on the intermediate hole. An 8 3/4" hole will be drilled to a TD of ±12,000' with FW mud where 7" csg will be set at TD & cemented back to the intermediate csg @ 5000'. We will drill a 6 1/2" hole to TD of ±13,200'. We plan to run a 4 1/2" liner to TD with top of liner @ 11,900' & cement w/135 sacks. A 3000 psi annular preventer & a 5000 psi double ram BOP will be used on the 8 3/4" & 6 1/2" hole. Mud up will occur between 9000' & 10,000' & several DST's are planned.

² I hereby certify that the information given above is true and complete to the best of my knowledge and belief.

Signature: *L. Arnold*

Printed name: Lonnie Arnold

Title: Production Manager

Date: August 6, 2001

Phone: (915) 699-6030

OIL CONSERVATION DIVISION

Approved by:

Title:

Approval Date:

Expiration Date:

Conditions of Approval:

Attached

Permit Expires 1 Year From Approval Date Unless Drilling Underway

DISTRICT II
 1008 E. Grand Blvd., Artesia, NM 88011-0710
 DISTRICT III
 1008 E. Grand Blvd., Artesia, NM 87410
 DISTRICT IV
 P.O. Box 2068, Santa Fe, N.M. 87504-2068

State of New Mexico
 Energy, Minerals and Natural Resources Department
OIL CONSERVATION DIVISION
 P.O. Box 2068
 Santa Fe, New Mexico 87504-2068

Form C-10
 Revised February 10, 2000
 Submit to Appropriate District Office
 State Lease - 4 Copies
 Fee Lease - 3 Copies

WELL LOCATION AND ACREAGE DEDICATION PLAT

AMENDED REPORT

| | | |
|-----------------------------------|--|--|
| API Number 30-025-35654 | Pool Code 86390 | Pool Name Townsend; Mississippian, N. |
| Property Code 28580 | Property Name LEAVELLE 23 | Well Number 1 |
| OSM No. 036554 | Operator Name TMBR/SHARP DRILLING, INC. | Stratigraphic 3965' |

Surface Location

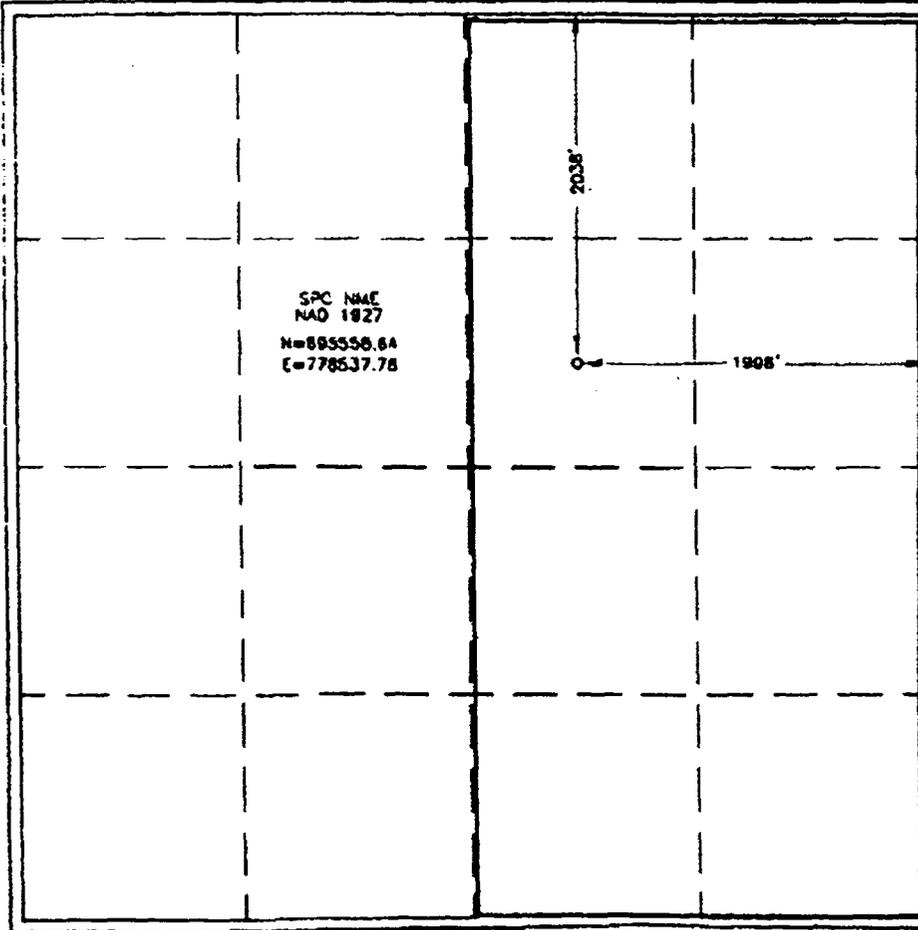
| UL or lot No. | Section | Township | Range | Lot Min | Foot from the | North/South line | Foot from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| G | 23 | 16-S | 35-E | | 2038 | NORTH | 1998 | EAST | LEA |

Bottom Hole Location if Different From Surface

| UL or lot No. | Section | Township | Range | Lot Min | Foot from the | North/South line | Foot from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| | | | | | | | | | |

| Dedicated Acres | Joint or Unit | Consolidation Code | Order No. |
|-----------------|---------------|--------------------|-----------|
| 320 | | | |

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.

Lonnie Arnold
Signature

Lonnie Arnold
Printed Name

Production Manager
Title

8/6/01
Date

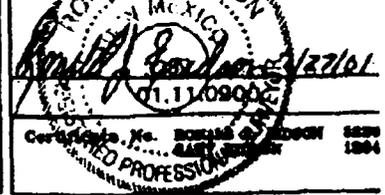
SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

JULY 26, 2001

Date Surveyed _____ AWS

Signature _____
Professional Surveyor



Professional No. _____
Certified Professional

replacement for 1994 lease



Producer's 88-Paid-up

14263

OIL & GAS LEASE

THIS AGREEMENT made this August 25, 1997, but effective December 7, 1997, between Madeline Stokes, dealing in her sole and separate property, whose address is P.O. Box 1115, Ozona, Texas 76943, herein called lessor (whether one or more) and lessee AMERISTATE OIL & GAS, INC., 1211 WEST TEXAS STREET, MIDLAND, TEXAS 79701.

1. Lessor, in consideration of TEN AND 00/100ths DOLLARS cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and operating for and producing oil and gas, injecting gas, water, other fluids, and/or into subsurface strata, laying pipe lines, storing oil, building tanks, roads, etc, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the following described land in Lea County, New Mexico, to wit:

Township 16 South, Range 35 East, NMPM
Section 13: SE 1/4
Section 23: SE 1/4
Section 24: NW 1/4 SW 1/4, NW 1/4 NE 1/4
Section 25: NW 1/4
Section 26: NE 1/4

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Said land is estimated to comprise 720.00 acres, whether it actually comprises more or less

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from December 7, 1997, (called "primary term"), and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, 3/16 of the produced and saved from said land, same to be delivered at the well or to the credit of lessor in the pipeline to which the wells may be connected; (b) on gas, including casinghead gas or other gaseous substance produced from said land and used for the purposes or used in the manufacture of gasoline or other products, the market value at the well of 3/16 of the gas used, provided that on gas sold on or off the premises, the royalty shall be 3/16 of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut-in, either before or after production therefrom, then on or before 180 days after said well is shut in, and thereafter at annual intervals, lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if lessee shall correct such error within 90 days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

4. This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve lessee of the obligation to pay royalties on actual production pursuant to the provisions of Paragraph 3 hereof.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or portions thereof with any other land, lease, mineral estate or parts thereof for the production of oil or gas. (As provided hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and after or before the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or area operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby, and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by executing an appropriate instrument in the county where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If at the expiration of the primary term there is no well upon said land capable of producing oil or gas, but lessee has commenced operations for drilling or reworking thereof, this lease shall remain in force so long as operations are prosecuted with no cessation of more than 180 consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land. If after the expiration of the primary term, all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or reworking within 180 days thereafter. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force as long thereafter as oil or gas is produced hereunder.

7. Lessee shall have the use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the operation of this lease to remove all property and fixtures placed by lessee on said land, including the right to down and remove all casing. When required by lessee, lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled well or two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessee shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, assigns and assigns, but no change in the ownership of the land or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no such change or device shall be binding upon lessee for any purpose until 90 days after lessee has been furnished by certified mail at lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may, at its option, pay or tender any royalty or shut-in royalty in the name of the decedent or to his estate or to his heirs, executor or administrator until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lease insofar as it covers a part of said lands upon which lessee or any assignee thereof shall properly comply or make such payments.

9. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, lessee's duty shall be suspended, and lessee shall not be liable for failure to comply therewith, and this lease shall be extended while and as long as lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas hereunder, and the time while lessee is so prevented shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so it shall be subrogated to such lien with the right to enforce same and to apply royalties and shut-in royalties payable hereunder toward satisfying same. Without impairment of lessor's rights under the warranty, if this lease covers a lease interest in the oil or gas or all or any part of said land then the entire and undivided fee simple estate (whether lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, accruing from any part as to which this lease covers less than such fee interest, shall hereinafter in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its or his successors, heirs and assigns, shall have the right at any time to surrender this lease, as a whole or in part, to lessor or his heirs, successors, and assigns by delivering or mailing a written instrument to the lessee, or by placing a release thereof of record in the county in which said land is situated, thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage so surrendered bears to the acreage covered hereby by said release or releases.

Madeline Stokes
Madeline Stokes

STATE OF TEXAS)
) ss.
COUNTY OF Crockett)

This instrument was acknowledged before me on the 4th day of September, 1997, by Madeline Stokes, dealing in her sole and separate property.

Sarah Stewart Sarah Stewart
Notary Public

My commission expires: 03-29-01



EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated August 25, 1997, but effective December 7, 1997, by and between Madeline Stokes, lessor, and Ameristate Oil & Gas, Inc., lessee

12. Notwithstanding anything contained hereinabove to the contrary, it is understood and agreed that at the expiration of the primary term, this lease shall terminate as to all lands covered hereby not included in or otherwise allocated to a "well unit" as hereinafter defined, unless lessee is producing oil, gas or other hydrocarbons from any well on the leased premises, or lands pooled therewith, or is drilling upon said lands across the expiration of the primary term as provided for in the body of this lease, and does not allow more than 180 days to elapse between the completion or abandonment of one well on such land and the commencement of another well thereon until the leased premises have been "fully developed," as hereinafter defined. Operations for drilling of the first such development well must be commenced (a) within 180 days after the expiration of the primary term if production is established under this lease prior to the expiration of the primary term, or (b) within 180 days of completion of the well which is being drilled, tested or completed across the expiration of the primary term. Should lessee fail to timely commence a well in accordance with aforesaid 180 days continuous drilling or development prior to the point in time the leased premises have fully developed then this lease shall terminate as to all lands not included in or otherwise allocated to a well unit. For the purpose hereof, the term "well unit" shall mean the proration or spacing unit created for a well capable of producing oil and/or gas or other hydrocarbons in paying quantities as in accordance with the applicable rules and regulations of the New Mexico Oil Conservation Division or other governmental authority having jurisdiction, and the term "fully developed" shall mean the point in time when the entirety of the leased premises has been included in a well unit or units as defined. The date of completion of a well shall be the date of a potential test if a producing well and the date of plugging if a dry hole or abandoned well. At the end of the continuous drilling program, if any, this lease will automatically terminate as to all lands covered hereby which have not been so fully developed and as to lands so fully developed shall terminate as to all depths lying more than 100' below the total depth drilled.

13. Payment of shut-in gas well royalties will not be permitted to maintain this lease in force for any period longer than two consecutive years, without the written consent of Lessor

Signed for identification purposes:

Madeline Stokes
Madeline Stokes

14263



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

OCT 1 1997
at 11:18 o'clock A M
and recorded in Book _____
Page _____
Per Chappelle, Lea County Clerk
By _____ Deputy

OIL & GAS LEASE

THIS AGREEMENT made this August 25, 1997, but effective December 7, 1997, between Erna Stokes Hamilton, dealing in her sole and separate property, whose address is P.O. Box 1470, Big Spring, Texas 79721, herein called lessor (whether one or more) and lessee: AMERISTATE OIL & GAS, INC., 1211 WEST TEXAS STREET, MIDLAND, TEXAS 79701.

1. Lessor, in consideration of TEN AND 00/100ths DOLLARS cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and operating for and producing oil and gas, geothermal gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals the full and entire described land in Lea County, New Mexico, to wit:

Tract 16 South Range 35 East, NMPM

Section 13: SE $\frac{1}{4}$

Section 23: SE $\frac{1}{4}$

Section 24: NW $\frac{1}{4}$ /SW $\frac{1}{4}$, NW $\frac{1}{4}$ /NE $\frac{1}{4}$

Section 25: NW $\frac{1}{4}$

Section 26: NE $\frac{1}{4}$

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Said land is estimated to comprise 720.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from December 7, 1997, (called "primary term"), and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, 3/16 of that produced and saved from said land, same to be delivered at the well or to the credit of lessee in the pipelines to which the wells may be connected; (b) on gas, including casinghead gas or other gaseous substance produced from said land and land off the premises or used in the manufacture of gasoline or other products, the market value at the well of 3/16 of the gas used, provided that on gas sold on or off the premises, the royalty shall be 3/16 of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut-in, either before or after production therefrom, then on or before 180 days after said well is shut-in, and thereafter at annual intervals, lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of lessor's gas acreage that land under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalty and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if lessee shall correct such error within 90 days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written statements (or certified copies thereof) as are necessary to enable lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

4. This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatever character or to make any payments hereunder in order to maintain this lease in force during the primary term, however, this provision is not intended to relieve lessee of the obligation to pay royalties on actual production pursuant to the provisions of Paragraph 3 hereof.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or portion thereof with any other land, lease, mineral estate or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard prevention unit fixed by law or by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit as the same mine or as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the county where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If at the expiration of the primary term there is no well upon said land capable of producing oil or gas, but lessee has commenced operations for drilling or reworking thereof, this lease shall remain in force so long as operations are prosecuted with no cessation of more than 180 consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land. If after the expiration of the primary term, all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within 180 days thereafter. If any drilling, additional drilling or reworking operation hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have the use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessee, lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change in the ownership of the land or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished, shall operate to enlarge the obligations or demands the rights of lessee, and no such change or division shall be binding upon lessee for any purpose until 90 days after lessee has been furnished by certified mail at lessor's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may, at its option, pay or tender any royalties or shut-in royalties in the name of the decedent or to his estate or to his heirs, executor or administrator until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder and, if lessee or assignor of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such lessee or assignor or fail to comply with any of the provisions of this lease, such default shall not affect this lease so far as it covers a part of said lands upon which lessee or any assignor thereof shall properly comply or make such payments.

9. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, lessee's duty shall be suspended, and lessee shall not be liable for failure to comply therewith, and this lease shall be extended while and so long as lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas hereunder, and the lease while lessee is so prevented shall not be construed a ground lease, anything in this lease to the contrary notwithstanding.

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated August 25, 1997, but effective December 7, 1997, by and between Erma Stokes Hamilton, lessor, and Ameristate Oil & Gas, Inc., lessee:

12. Notwithstanding anything contained hereinabove to the contrary, it is understood and agreed that at the expiration of the primary term, this lease shall terminate as to all lands covered hereby not included in or otherwise allocated to a "well unit" as hereinafter defined, unless lessee is producing oil, gas or other hydrocarbons from any well on the leased premises, or lands pooled therewith, or is drilling upon said lands across the expiration of the primary term as provided for in the body of this lease, and does not allow more than 180 days to elapse between the completion or abandonment of one well on such land and the commencement of another well thereon until the leased premises have been "fully developed," as hereinafter defined. Operations for drilling of the first such development well must be commenced (a) within 180 days after the expiration of the primary term if production is established under this lease prior to the expiration of the primary term, or (b) within 180 days of completion of the well which is being drilled, tested or completed across the expiration of the primary term. Should lessee fail to timely commence a well in accordance with aforesaid 180 days continuous drilling or development prior to the point in time the leased premises have fully developed then this lease shall terminate as to all lands not included in or otherwise allocated to a well unit. For the purpose hereof, the term "well unit" shall mean the proration or spacing unit created for a well capable of producing oil and/or gas or other hydrocarbons in paying quantities as in accordance with the applicable rules and regulations of the New Mexico Oil Conservation Division or other governmental authority having jurisdiction, and the term "fully developed" shall mean the point in time when the entirety of the leased premises has been included in a well unit or units as defined. The date of completion of a well shall be the date of a potential test if a producing well and the date of plugging if a dry hole or abandoned well. At the end of the continuous drilling program, if any, this lease will automatically terminate as to all lands covered hereby which have not been so fully developed and as to lands so fully developed shall terminate as to all depths lying more than 100' below the total depth drilled.

13. Payment of shut-in gas well royalties will not be permitted to maintain this lease in force for any period longer than two consecutive years, without the written consent of Lessor.

Signed for identification purposes:

Erma Stokes Hamilton
Erma Stokes Hamilton

14262

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

OCT 1 1997
11:18 AM
and recorded in Book _____
Page _____
Per Chapter _____
By *MAH* Deputy



EXHIBIT "A"
Attached to that certain Lease Agreement
dated July 1, 1998

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



OPERATING AGREEMENT

DATED

July 1, 19 98,

OPERATOR TMBR/SHARP DRILLING, INC.

CONTRACT AREA Section 13: SE/4, Section 24: All, Section 25: NW/4,

all in T-16-S, R-35-E

COUNTY OR ~~FURNISH~~ OF LEA STATE OF NEW MEXICO

COPYRIGHT 1982 — ALL RIGHTS RESERVED
AMERICAN ASSOCIATION OF PETROLEUM
LANDMEN, 2408 CONTINENTAL LIFE BUILDING,
FORT WORTH, TEXAS, 76102, APPROVED FORM.
A.A.P.L. NO. 610 - 1982 REVISED



OPERATING AGREEMENT

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THIS AGREEMENT, entered into by and between TMBR/SHARP DRILLING, 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.

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.

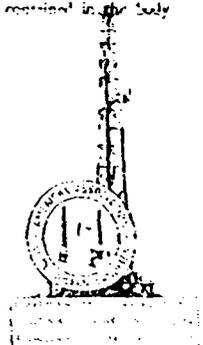


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ARTICLE III.
INTERESTS OF PARTIES

A. Oil and Gas Interests:

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

B. Interests of Parties in Costs and Production:

Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their interests are set forth in Exhibit "A". In the same manner, the parties shall also own all production of oil and gas from the Contract Area subject to the payment of royalties to the extent of one-eighth (1/8) which shall be borne as hereinafter set forth.

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

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

C. Excess Royalties, Overriding Royalties and Other Payments:

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

D. Subsequently Created Interests:

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

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

ARTICLE IV.
TITLES

A. Title Examination:

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

- Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, 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.

11
 12 No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above
 13 provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to par-
 14 ticipate in the drilling of the well.

B. Loss of Title:

17
 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 actual shut-in well~~
 44 ~~payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates,~~
 45 ~~there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required~~
 46 ~~payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment,~~
 47 ~~which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the~~
 48 ~~date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in~~
 49 ~~the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the~~
 50 ~~required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to~~
 51 ~~the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it~~
 52 ~~shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled~~
 53 ~~or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:~~

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

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

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

62
 63 3. Other Losses: All losses incurred, other than those set forth in Articles IV.B.1. and IV.B.2. above, shall be joint losses
 64 and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of
 65 the Contract Area.

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ARTICLE V.
OPERATOR

A. Designation and Responsibilities of Operator:

TMBR/SHARP DRILLING, 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 _____ day of _____, 19____, Operator shall commence the drilling of a well for oil and gas at the following location:

to be determined in the contract area at a later date

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

a depth to be determined at a later date,

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.
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ARTICLE VI

continued

1 and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold, (after deducting production taxes, 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) 500 % of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to such Non-Consenting Party had it participated in the well from the beginning of the operations; and

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21 (b) 500 % 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 500 % of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

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

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39 During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, excise, 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 unrecovered 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.

ARTICLE VI

continued

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

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

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

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

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

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

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 49 (b) If the proposal is for sidetracking a well which has previously produced, reimbursement shall be on the basis of the well's
 50 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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 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 time 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:**

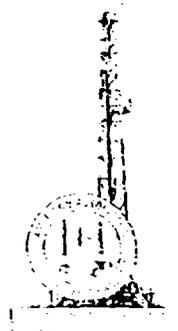
22
23 Each party shall have access to the Contract Area at all reasonable times, at its sole cost and risk to inspect or observe operations,
24 and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books
25 and records relating 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
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 salvageable material and equipment, determined in accordance with the provisions of
49 Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign
50 the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and
51 material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the in-
52 terval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and
53 gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or in-
54 tervals of the formation or formations then open to production, for a term of one (1) year and so long thereafter as oil and/or gas is pro-
55 duced from the interval or intervals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit

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ARTICLE VI

continued

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

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

14 3. Abandonment of Non-Consent Operations: The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as between
15 Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided, however, no well shall be
16 permanently plugged and abandoned unless and until all parties having the right to conduct further operations therein have been notified
17 of the proposed abandonment and afforded the opportunity to elect to take over the well in accordance with the provisions of this Article
18 VI.E.
19

ARTICLE VII.

EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

23
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.
29

B. Liens and Payment Defaults:

30
31
32 Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share
33 of oil and/or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon
34 at the rate provided in Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the
35 state, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the ob-
36 taining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien
37 rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share
38 of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from
39 the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest, has been paid. Each
40 purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien
41 and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.
42

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

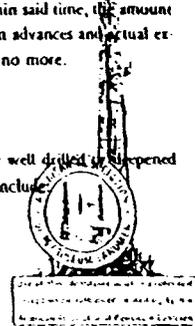
C. Payments and Accounting:

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49
50 Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development
51 and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective propor-
52 tionate shares upon the expense basis provided in Exhibit "C". Operator shall keep an accurate record of the joint account hereunder,
53 showing expenses incurred and charges and credits made and received.
54

55 Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance
56 of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding
57 month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together
58 with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted
59 on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within
60 fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount
61 due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual ex-
62 pense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.
63

D. Limitation of Expenditures:

64
65
66 1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened
67 pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling or deepening shall include:
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69
70



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 Ten Thousand
28 Dollars (\$10,000.00) 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 that year 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 to
68 the production or handling of such party's share of oil and/or gas produced under the terms of this agreement.

69
70

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 inter-
25 est, 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 which 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 Interest:

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

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

17
18 Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement
19 and shall be made without prejudice to the right of the other parties.
20

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

28 E. Waiver of Rights to Partition:

29
30 If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an
31 undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severally its undivided
32 interest therein.
33

34 ~~F. Preferential Right to Purchase~~

35
36 ~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract~~
37 ~~Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the~~
38 ~~name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms~~
39 ~~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~~
40 ~~on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchas-~~
41 ~~ing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing~~
42 ~~parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to~~
43 ~~dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent com-~~
44 ~~pany or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.~~
45

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 1954, 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 1954, 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.
67



ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed Fifteen Thousand Dollars (\$ 15,000.00) 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.

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

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

The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

ARTICLE XII.
NOTICES

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

ARTICLE XIII.
TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease or oil and gas interest contributed by any other party beyond the term of this agreement.

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

Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in production of oil and/or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of 90 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 90 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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ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

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

B. Governing Law:

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

C. Regulatory Agencies:

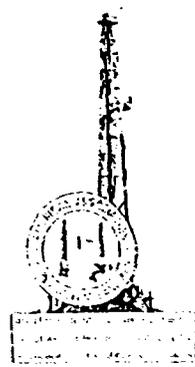
Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights, privileges, or obligations which Non Operators may have under federal or state laws or under rules, regulations or orders promulgated under such laws in reference to oil, gas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

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

Non Operators authorize Operator to prepare and submit such documents as may be required to be submitted to the purchaser 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 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 Department from time to time pursuant to said Act. Each party hereto agrees to furnish any and all certifications or other information which is required to be furnished by said Act in a timely manner and in sufficient detail to permit compliance with said Act.

ARTICLE XV.
OTHER PROVISIONS

SEE PAGES 14a, 14b, & 14c ATTACHED:



ARTICLE XV.
OTHER PROVISIONS

The following provisions are intended to be cumulative, but in the event they conflict with the other provisions herein, then the following provisions shall control:

A. Definition of "holidays": The word "holidays" when used herein is defined as a legal holiday observed by National Banking Associations in Midland, Texas.

"Back-in after Payout": Upon payout of each well drilled hereunder, on a well by well basis, Fuel Products, Inc., Ameristate Oil & Gas, Inc. and Louis Mazzullo, Inc. (hereinafter collectively referred to herein as "FPI"), shall collectively be entitled to an additional twenty-five percent (25%) working interest in each such well, proportionately reduced to the ninety-five percent (95%) interest of TMBR/Sharp Drilling, Inc. ("TMBR") hereunder (such back-in being an undivided twenty-three and seventy-five hundredths percent (23.75%) working interest in each such well as Payout occurs therein). If any of the parties comprising "FPI" elects not to receive its proportionate share of such back-in, each of the other such parties who desire to receive such back-in shall be entitled to the entire back-in in such well. For the purposes of this Agreement, "Payout" for each well drilled hereunder, shall occur at that point in time at which there is recouped out of the production (or other value received) which is attributable to the interest credited to TMBR in Exhibit "A" hereto (after deducting therefrom all royalties, overriding royalty interests and applicable severance, production, excise and gathering taxes) all costs incurred in drilling, completing, equipping and operating such well to the point in time that Payout occurs. The accounting procedure attached as Exhibit "C" hereto shall be used in determining payout on each well. TMBR/Sharp Drilling, Inc. et al (collectively "TMBR") shall give notification to FPI of the date said well(s) has paid out. Payout shall, for the purpose of this agreement, be deemed to have occurred at 8:00 a.m. on the day next following the date the well(s) actually pays out. Should FPI elect to back-in for said additional working interest, it will thereafter share proportionately the cost of operating, repairing and recompleting the well(s) and shall bear its proportionate part of any overriding royalty burdening the lease included within the producing unit formed for the well(s), it being clearly understood, however, that in no event shall FPI be liable for any drilling, completing, recompleting, equipping or operating cost incurred by or for TMBR's account prior to the time of payout of each well.

B. In the event one or more of the parties hereto shall elect as follows:

1. not to pay a delay rental;
2. to abandon a lease; or
3. not to participate in a necessary well as defined in Article XV.N; and assigns its interest in a lease, or portion thereof, to and for the benefit of the participating parties hereto, or if some, but not all, of the parties hereto elect to acquire an interest in a lease or a contract affecting a lease pursuant to the provisions of Article XV.P., it is agreed that the lands covered by the contract rights shall no longer be subject to this agreement. In such event the lease or contract rights and the lands covered thereby shall be deemed to be subject to an operating agreement identical to this agreement changed only to reflect the proper owners and percentages and, if the parties so desire, to designate a new operator if the operator under this agreement is not a co-owner.

C. Dispute re: Proposed Depth: If during the drilling of any well being drilled hereunder other than the Initial Well provided for in Article VI.A., a bona fide dispute shall exist as to whether the proposed depth has been reached in such well (as for example, whether a well has been drilled to a depth sufficient to test a particular sand or formation or if the well has reached the stratigraphic equivalent of a particular depth), the opinion of the majority in interest, and not in numbers, of the owners as shown on Exhibit "A" shall control and be binding upon all parties. If the parties are equally divided, the opinion of the Operator will prevail.

D. Payment Obligations: All rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be administered and paid by Operator and charged to the Joint Account except where otherwise expressly provided to the contrary in this agreement. Any party may request and shall be entitled to receive proper evidence of all such payments. Operator shall make or cause to be made proper payment of any rentals and shut-in well payments and minimum royalties under the foregoing provisions.

Operator shall notify each Non-Operator of its recommendation concerning the payment of delay rentals or shut-in royalties under any leases as they may fall due in writing at least forty-five (45) days in advance of the day when such payment is due. Each Non-Operator shall have fifteen (15) days from the receipt of such notice to respond to such recommendation with payment, and failure by Non-Operator shall be deemed an election by Non-Operator to concur with Operator's recommendation. Operator will be responsible for non-payment of delay rentals or shut-in royalties only if its actions constitute gross negligence or willful misconduct.

1 E. Acquisition of Leasehold Interest: Any party acquiring a new lease within the Contract Area shall
2 furnish the other party or parties actual copies of the lease, leases in acquiring said instrument
3 sufficient to verify the actual consideration for said interest, a plat or exact description of the
4 location and any other documents pertinent to the other party evaluating the acquiring parties interest.
5 The non-acquiring parties shall have thirty (30) days following receipt of the aforesaid notice in which
6 to indicate the preference as to participation in said acquisition by written response to the acquiring
7 party accompanied by a check covering its share of the acquisition.
8

9 F. Coincidental Operations: It is agreed by the parties hereto that unless otherwise agreed when any
10 well provided for in this Agreement is drilling or testing, neither party shall propose the drilling of
11 an additional well on the contract acreage unless the drilling of a well is necessary to perpetuate the
12 lease or for some other reason it is mutually agreed by the parties hereto that an additional well should
13 be drilled prior to the completion of a well on the contract acreage.
14

15 G. Expenses Attributable to Transfers: In the event of transfer, sale, encumbrance or other disposition
16 of interest within the Contract Area which creates the necessity of separate measurement of production,
17 the party creating the necessity for such measurement shall alone bear the cost of purchase, installation
18 and operation of such facilities.

19 H. Bankruptcy: If, following the granting of relief under the Bankruptcy Code to any party hereto as
20 debtor thereunder, this Agreement should be held to be an executory contract within the meaning of 11
21 U.S.C. Section 365, then the Operator, or (if the Operator is the debtor in bankruptcy) any other party,
22 shall be entitled to a determination by debtor or any trustee for debtor within thirty (30) days from the
23 date an order for relief is entered under this Bankruptcy Code as to the rejection or assumption of this
24 Operating Agreement. In the event of an assumption, Operator or said other party shall be entitled to
25 adequate assurances as to future performance of debtor's obligation hereunder and the protection of the
26 interest of all other parties.
27

28 I. Insurance (Non-Operators): With the exception of minimum limits set by State and Federal regulations
29 Non Operator(s) may elect not to be covered by any of Operator's insurance coverage provided for the joint
30 account by providing Operator with written notice and Certificate of Insurance.
31

32 J. Third Party Services: Regardless of any provision of this Operating Agreement or the Accounting
33 Procedure to the contrary, the Operator may charge to the Joint Account for the Contract Area for fees
34 and charges incurred for the outside engineers, geologists, consultants, brokers, title curative work
35 attorneys, and other third-party services incurred in connection with leases owned by or acquired for the
36 Joint Account or operations for the benefit of the Joint Account, all to be borne in the proportions
37 specified on Exhibit "A".
38

39 K. Metering of Production: If a diversity of the working interest ownership in production from a lease
40 subject to this agreement occurs as a result of operations by less than all parties pursuant to any
41 provision of this agreement, it is agreed that the oil and other hydrocarbons produced from the well or
42 wells completed by the consenting party or parties shall be separately measured by standard metering
43 equipment to be properly tested periodically for accuracy, and the setting of a separate tank battery will
44 not be required unless the purchaser of the production or governmental regulatory body having jurisdiction
45 will not approve metering for separately measuring production.
46

47 L. Non-Discrimination: In the performance of this Agreement, Operator shall not engage in any conduct
48 or practice which violates any law, order or regulation prohibiting discrimination against any person by
49 reason of his or her race, religion, color, sex, national origin, or age; and Operator further agrees to
50 comply fully with the non-discrimination provisions of Section 202 of Executive Order No. 11246 (30 F.R.
51 12119), as amended.
52

53 M. Priority of Operation: Whenever there is more than one proposal in connection with any well subject
54 to this agreement, such proposals shall be considered and disposed of in the following order or priority:
55

- 56
- 57 1. Drilling the well to its authorized depth or attempting a completion including testing and logging
 - 58 of such well at such depth shall have first priority over all other operations and proposals;
 - 59 2. A proposal to plug back a well shall prevail over a proposal to deepen or to sidetrack such well;
 - 60 if there is more than one proposal to plug back, the proposal to plug back to the next deepest
 - 61 prospective interval shall have priority over proposals to plug back to shallower prospective
 - 62 intervals.
 - 63 3. A proposal to sidetrack a well in order to reach the authorized depth shall prevail over a
 - 64 proposal to deepen;
 - 65 4. A proposal to deepen a well shall have last priority; and
 - 66 5. Proposals of the same type and to the same depth shall be given precedence in the order in which
 - 67 they were made.
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2 N. Non-Consent Penalties Applicable Necessary Operations: If during the term of this agreement, a well
3 is required to be drilled, deepened, reworked, plugged back, sidetracked, or recompleted, or any other
4 operation that may be required in order to:

- 5 (1) continue a lease or leases in force and effect;
6 (2) maintain a unitized area or any portion thereof in and to any oil and/or gas and other
7 interest which may be owned by a third party or which, failing in such operation, may revert to
8 a third party;
9 (3) comply with an order issued by a regulatory body having jurisdiction in the premises, failing
10 in which certain rights would terminate;

11
12 such operation shall hereinafter be defined as a "Necessary Operation". Notwithstanding any other
13 provisions contained in this agreement to the contrary, any party electing not to participate in a
14 Necessary Operation which is proposed pursuant to Article VI.B.1. shall forfeit and assign to the
15 participating parties, all of its right, title, and interest in the Contract Area except such well in
16 which such party participated in all operations conducted thereon and the producing formation underlying
17 the proration or spacing unit for each such well. Such forfeiting party's interest shall not be burdened
18 except as authorized hereunder.
19

20 O. Subsequently Created Interest: If any party hereto shall create an overriding royalty production
21 payment, net proceeds interest, or other similar interest, subsequent to the effective date of this
22 Agreement, or if such interest was created prior to the effective date hereof but was neither recorded
23 in the county in which the Contract Area is located nor disclosed to all parties hereto at the time of
24 execution hereof (any such interest created under the circumstances herein mentioned shall hereafter be
25 referred to as a "Subsequently Created Interest"), such Subsequently Created Interest shall be
26 specifically subject to all of the terms and provisions of this Agreement, as follows:
27

28 1). If non-consent operations are conducted pursuant to any provision of this agreement, and
29 the
30 party conducting such operations becomes entitled to receive the production attributable to the
31 interest out of which the subsequently Created Interest is derived, such party shall receive
32 same free and clear of such Subsequently Created Interest. The party creating same shall bear
33 and pay all such Subsequently Created Interest and shall indemnify and hold the other parties
34 hereto harmless from any and all liability resulting therefrom.
35

36 2). If the owner of the interest from which a Subsequently Created Interest is derived fails
37 to pay, when due, its share of expenses chargeable hereunder, the lien granted the other parties
38 hereto under the provisions of Article VII.B. or under the appropriate state statutes shall
39 cover and affect the Subsequently Created Interest and the rights of the parties shall be the
40 same as if the Subsequently Created Interest had not been created.
41

42 3). If the owner of the interest from which Subsequently Created Interest is derived (i) elects
43 to abandon a well under the provisions of Article VI.E. hereof, (ii) elects to surrender a lease
44 (or portion thereof) under the provisions of Article VIII.A. hereof, or (iii) elects not to pay
45 rentals attributable to its interest in any lease and thereby is required to assign the lease
46 or that portion or interest therein for which it elects not to pay rentals to those parties
47 paying such rental, any assignment resulting from such election shall be free and clear of the
48 Subsequently Created Interest.
49

50 4). The owner creating such interest shall indemnify and hold the other parties harmless from
51 any claim or cause of action by the owner of the Subsequently Created Interest.
52

53 P. Workover Operations: It is agreed that without the mutual consent of all parties, no workover
54 operations will be conducted under the provisions of Article VI so long as any completion in the well
55 proposed to be worked over is producing in paying quantities.
56

57 Q. JOA SUBORDINATE: NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY, THE PROVISIONS OF THE JOINT
58 OPERATING AGREEMENT SHALL NOT CONFLICT WITH THE LETTER AGREEMENT DATED JULY 1, 1998 BETWEEN TMBR/SHARP
59 DRILLING, INC., FUEL PRODUCTS, INC. ET AL. AND THE PARTIES HERETO. THE PROVISIONS OF SAID LETTER
60 AGREEMENT SHALL SUPERSEDE AND HAVE PRECEDENCE OVER THE PROVISIONS HEREOF.
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ARTICLE XVI.
MISCELLANEOUS

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

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

IN WITNESS WHEREOF, this agreement shall be effective as of 1st day of July, 19 98.

OPERATOR

TMBR/SHARP Drilling, Inc.

BY: *J. O. Phillips*

NON-OPERATORS

FUEL PRODUCTS, INC.

BY: *Thomas M. Beall*
Thomas M. Beall, President

AMERISTATE OIL & GAS, INC.

BY: *Mark K. Nearburg*
Mark K. Nearburg, President

LOUIS MAZZULLO, INC.

BY: _____
Louis J. Mazzullo, President



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

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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 July 19 98

OPERATOR

TMR/SHARP Drilling, Inc.

BY: _____

NON-OPERATORS

FUEL PRODUCTS, INC.

AMERISTATE OIL & GAS, INC.

BY: Thomas H. Scall, President

BY: Mark K. Nearburg, President

LOUIS MAZZULLO, INC.

BY: Louis J. Mazzullo, President

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated July 1, 1998 by and between TMBR/Sharp Drilling, Inc. as "Operator", and Fuel Products, Inc., et al as "Non-Operators".

I. Identification of lands subject to this agreement:

Section 13: SE/4, Section 24: All, Section 25: NW/4, Township 16 South, Range 35 East, Lea County, New Mexico

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

None.

III. Percentages or fractional interests of Parties to this Agreement:

| | <u>Working Interest B.P.O.</u> | <u>Working Interest A.P.O.*</u> |
|---------------------------|--|---|
| TMBR/SHARP DRILLING, INC. | .950000 | 0.712500 |
| FUEL PRODUCTS, INC. | .022500 | 0.1115625 |
| MARK K. NEARBURG | .022500 | 0.1115625 |
| LOUIS MAZZULLO, INC. | <u>.005000</u> | <u>0.064375</u> |
| | 1.00000 | 1.00000 |

*Back-in after pay-out on a well-by well basis

IV. Addresses of parties for notice purposes:

TMBR/SHARP Drilling, Inc.
P. O. Box 10970
Midland, Texas 79702
915-699-5050
915-699-5085 Fax

Fuel Products, Inc. Tax I.D. 73-0951191
P. O. Box 3098
Midland, Texas 79702
915-687-0008
915-687-0000 Fax

Ameristate Oil & Gas, Inc. Tax I.D. 75-2398302
1211 W. Texas
Midland, Texas 79701
915-683-6679
915-683-5935 Fax

Louis Mazzullo, Inc. Tax I.D. 85-0444285
P. O. Box 66657
Albuquerque, NM 87193-6657

V.. Schedule of leases:

Date: November 20, 1997
Lessor: Gladys Chambers, a widow
Lessee: Ameristate Oil & Gas, Inc.
Recorded: Volume 845, Page 277
Description: Section 24: NE/4 NW/4
Township 16 South, Range 35 East,
NMPM, Lea County, New Mexico

Date: February 3, 1998
Lessor: Jones Robinson, Ltd.
Lessee: Ameristate Oil & Gas, Inc.
Recorded: Volume 864, Page 257
Description: Section 24: SE/4
Township 16 South, Range 35 East,
NMPM, Lea County, New Mexico

Date: December 2, 1997
Lessor: Edmund F. Ely
Lessee: Ameristate Oil & Gas, Inc.
Recorded: Volume 835, Page 568
Description: Section 24: NE/4 NE/4
Township 16 South, Range 35 East,
NMPM, Lea County, New Mexico

Date: November 15, 1997
Lessor: Laverne C. Levers
Lessee: Ameristate Oil & Gas, Inc.
Recorded: Volume 835, Page 570
Description: Section 24: NE/4 NE/4
Township 16 South, Range 35 East,
NMPM, Lea County, New Mexico

Date: November 15, 1997
Lessor: Alice Jane Sumruld
Lessee: Ameristate Oil & Gas, Inc.
Recorded: Volume 835, Page 566
Description: Section 24: S/2 NE/4, NE/4 SW/4, S/2 SW/4
Township 16 South, Range 35 East,
NMPM, Lea County, New Mexico

Date: November 15, 2000
Lessor: Alice Jane Sumruld
Lessee: Ameristate Oil & Gas, Inc.
Recorded: Volume 872, Page 490
Description: Section 24: S/2 NE/4, NE/4 SW/4, S/2 SW/4
Township 16 South, Range 35 East,
NMPM, Lea County, New Mexico

Date: December 7, 1997
Lessor: Erma Stokes Hamilton
Lessee: Ameristate Oil & Gas, Inc.
Recorded: Volume 827, Page 124
Description: Insofar only as said lease covers:
Section 13: SE/4
Section 24: NW/4 SW/4, NW/4 NE/4
Section 25: NW/4
Township 16 South, Range 35 East,
NMPM, Lea County, New Mexico

Date: December 7, 1997
Lessor: Madeline Stokes
Lessee: Ameristate Oil & Gas, Inc.
Recorded: Volume 827, Page 127
Description: Insofar as said lease covers:
Section 13: SE/4
Section 24: NW/4 SW/4, NW/4 NE/4
Section 25: NW/4
Township 16 South, Range 35 East,
NMPM, Lea County, New Mexico



EXHIBIT " C "

Attached to and made a part of that certain Operating Agreement dated July 1, 1998, with
TMBR/Sharp Drilling, Inc. as Operator and Fuel Products, Inc., et al as Non-Operators.

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

- "Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.
- "Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.
- "Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.
- "Operator" shall mean the party designated to conduct the Joint Operations.
- "Non-Operators" shall mean the Parties to this agreement other than the Operator.
- "Parties" shall mean Operator and Non-Operators.
- "First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.
- "Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.
- "Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.
- "Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.
- "Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies.

2. Statement and Billings

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

3. Advances and Payments by Non-Operators

- A. Unless otherwise provided for in the agreement, the Operator may require the Non Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.
- B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at Texas Commerce Bank on the first day of the month in which delinquency occurs plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

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

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 6. Approval By Non-Operators

16
17 Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of
18 this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no
19 contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the
20 agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.
21
22

23 II. DIRECT CHARGES

24
25 Operator shall charge the Joint Account with the following items:

26 1. Ecological and Environmental

27
28 Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy
29 environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or
30 archaeological nature and pollution control procedures as required by applicable laws and regulations.
31
32

33 2. Rentals and Royalties

34
35 Lease rentals and royalties paid by Operator for the Joint Operations.
36
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 of 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 Paragraph 3A of this Section II.
62

63 4. Employee Benefits

64
65 Operator's current costs of 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 6. 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
27 7. Services

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 eight percent (8% %) 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 judgements 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

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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 16. 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
27
28 III. OVERHEAD

29 1. Overhead - Drilling and Producing Operations

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

- 32
33 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
46 shall be covered by the overhead rates, or
47 shall not be covered by the overhead rates.
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
53 shall be covered by the overhead rates, or
54 shall not be covered by the overhead rates.
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 \$ 4,500.00
61 (Prorated for less than a full month)

62
63 Producing Well Rate \$ 450.00
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



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

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

(b) Producing Well Rates

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

B. Overhead - Percentage Basis

- (1) Operator shall charge the Joint Account at the following rates:
 - (a) Development
_____ Percent (_____ %) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 10 of Section II and all salvage credits.
 - (b) Operating
_____ Percent (_____ %) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

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

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

2. Overhead - Major Construction

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

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

- 19
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 The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement
32 between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.
33
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 Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of
47 Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account
48 when adjustment has been received by the Operator.
49

50
51 2. Transfers and Dispositions

52 Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator,
53 unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts:
54
55

56 A. New Material (Condition A)

57
58 (1) Tubular Goods Other than Line Pipe

59
60 (a) Tubular goods, sized 2½ 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 2½ 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 ¼ 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
18 (b) Line pipe movements (except size 24 inch OD and larger with walls ¼ inch and over) less than 30,000
19 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment,
20 plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular
21 goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain,
22 Ohio.

23 (c) Line pipe 24 inch OD and over and ¼ 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.

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EXHIBIT "E" - Attached to and made a part of that certain Operating Agreement dated July 1, 1998 by and between TMBR/Sharp Drilling, Inc. as "Operator" and Fuel Products, Inc., et al. as "Non-Operators".

EXHIBIT "E"
GAS BALANCING AGREEMENT ("AGREEMENT")
ATTACHED TO AND MADE PART OF THAT CERTAIN
OPERATING AGREEMENT DATED _____

BY AND BETWEEN _____, AND _____
("OPERATING AGREEMENT") RELATING TO THE _____
AREA, _____ COUNTY, STATE OF _____

1. DEFINITIONS

The following definitions shall apply to this Agreement:

- 1.01 "Arm's Length Agreement" shall mean any gas sales agreement with an unaffiliated purchaser or any gas sales agreement with an affiliated purchaser where the sales price and delivery conditions under such agreement are representative of prices and delivery conditions existing under other similar agreements in the area between unaffiliated parties at the same time for natural gas of comparable quality and quantity.
- 1.02 "Balancing Area" shall mean 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 producing intervals, each producing interval from which the Gas production is not commingled in the wellbore shall be considered a separate well or Balancing Area.
- 1.03 "Full Share of Current Production" shall mean the Percentage Interest of each Party in the Gas actually produced from the Balancing Area during each month.
- 1.04 "Gas" shall mean all hydrocarbons produced or producible from the Balancing Area, whether from a well classified as an oil well or gas well by the regulatory agency having jurisdiction in such matters, which are or may be made available for sale or separate disposition by the Parties, excluding oil, condensate and other liquids recovered by field equipment operated for the joint account. For the purposes of this Agreement, "Gas" does not include gas used in joint operations, such as for fuel, recycling or reinjection, or which is vented or lost prior to its sale or delivery from the Balancing Area.
- 1.05 "Makeup Gas" shall mean any Gas taken by an Underproduced Party from the Balancing Area in excess of its Full Share of Current Production, whether pursuant to Section 3.3 or Section 4.1 hereof.
- 1.06 "Mcf" shall mean one thousand cubic feet. A cubic foot of Gas shall mean the volume of gas contained in one cubic foot of space at a standard pressure base and at a standard temperature base.
- 1.07 "MMBtu" shall mean one million British Thermal Units. A British Thermal Unit shall mean the quantity of heat required to raise one pound avoirdupois of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.
- 1.08 "Operator" shall mean the individual or entity designated under the terms of the Operating Agreement or, in the event this Agreement is not employed in connection with an operating agreement, the individual or entity designated as the operator of the well(s) located in the Balancing Area.
- 1.09 "Overproduced Party" shall mean any Party having taken a greater quantity of Gas from the Balancing Area than the Percentage Interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.
- 1.10 "Overproduction" shall mean the cumulative quantity of Gas taken by a Party in excess of its Percentage Interest in the cumulative quantity of all Gas produced from the Balancing Area.
- 1.11 "Party" shall mean those individuals or entities subject to this Agreement, and their respective heirs, successors, transferees and assigns.

- 1.12 "Percentage Interest" shall mean the percentage or decimal interest of each Party in the Gas produced from the Balancing Area pursuant to the Operating Agreement covering the Balancing Area. For the purposes of applying the Oklahoma Production Revenue Standards Act hereto the terms "Percentage Interest", "Proportional Production Interest, and "Working Interest Share of Production" shall be considered equivalent terms.
- 1.13 "Royalty" shall mean payments on production of Gas from the Balancing Area to all owners of royalties, overriding royalties, production payments or similar interests.
- 1.14 "Underproduced Party" shall mean any Party having taken a lesser quantity of Gas from the Balancing Area than the Percentage Interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.
- 1.15 "Underproduction" shall mean the deficiency between the cumulative quantity of Gas taken by a Party and its Percentage Interest in the cumulative quantity of all Gas produced from the Balancing Area.
- 1.16 "Winter Period" shall mean the months of November, December, January and February.

2. BALANCING AREA

2.1 If this Agreement covers more than one Balancing Area, it shall be applied as if each Balancing Area were covered by separate but identical agreements. All balancing hereunder shall be on the basis of Gas taken from the Balancing Area measured in MMDtus.

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

3. RIGHT OF PARTIES TO TAKE GAS

3.1 Each Party desiring to take Gas will notify the Operator, or cause the Operator to be notified of the volumes nominated, the name of the transporting pipeline and the pipeline contract number (if available) and meter station relating to such delivery, sufficiently in advance for the Operator, acting with reasonable diligence, to meet all nomination and other requirements. Operator is authorized to deliver the volumes so nominated and confirmed (if confirmation is required) to the transporting pipeline in accordance with the terms of this Agreement.

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

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

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

3.5 Notwithstanding the provisions of Section 3.3 hereof, no Overproduced Party shall be entitled in any month to take any Gas in excess of three hundred percent (300%) of its Percentage Interest of the Balancing Area's then-current Maximum Monthly Availability; provided, however, that this limitation shall not apply to the extent that it would preclude production that is required to maintain leases in effect, to protect the producing capacity of a well or reservoir, to preserve correlative rights, or to maintain oil production. "Maximum Monthly Availability" shall mean the maximum average monthly rate of production at which Gas

can be delivered from the Balancing Area, as determined by the Operator, considering the maximum efficient well rate for each well within the Balancing Area, the maximum allowable(s) set by the appropriate regulatory agency, mode of operation, production facility capabilities and pipeline pressures.

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

4. IN-KIND BALANCING

4.1 Effective the first day of any calendar month following at least thirty (30) days' prior written notice to the Operator, any Underproduced Party may begin taking, in addition to its Full Share of Current Production and any Makeup Gas taken pursuant to Section 3.3 of this Agreement, a share of current production determined by multiplying ^{twenty-five} percent (25%) of the Full Shares of Current Production of all Overproduced Parties by a fraction, the numerator of which is the Percentage Interest of such Underproduced Party and the denominator of which is the total of the Percentage Interests of all Underproduced Parties desiring to take Makeup Gas. In no event will an Overproduced Party be required to provide more than twenty-five percent (25%) of its Full Share of Current Production for Makeup Gas. The Operator will promptly notify all Overproduced Parties of the election of an Underproduced Party to begin taking Makeup Gas.

4.2 Notwithstanding the provisions of Section 4.1, no Overproduced Party will be required to provide ~~more than twenty-five percent (25%) of its Full Share of Current Production~~ Makeup Gas during the Winter Period.

4.3 Notwithstanding anything herein to the contrary no Underproduced Party which is a Non-Consenting Party under the Operating Agreement and is not then entitled to participate in any operation regarding a Balancing Area shall be entitled to take gas from said Balancing Area for which it is a Non-Consenting Party.

5. STATEMENT OF GAS BALANCES

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

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

6. PAYMENTS ON PRODUCTION

6.1 Each Party taking Gas shall pay or cause to be paid all production and severance taxes due

on all volumes of Gas actually taken by such Party.

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

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

7. CASH SETTLEMENTS

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

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

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

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

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

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

7.5.2 For Overproduction processed for the account of the Overproduced Party at a gas processing plant for the extraction of liquid hydrocarbons, where settlement for the gas so processed was on a basis other than percentage of the proceeds, the values used for calculating cash settlement will include the proceeds received by the Overproduced Party for the sale of the liquid hydrocarbons extracted from the Overproduction, less the actual reasonable costs incurred by the Overproduced Party to process the Overproduction and to transport, fractionate and handle the liquid hydrocarbons extracted therefrom prior to sale.

7.6 To the extent the Overproduced Party did not sell all Overproduction under an Arm's Length Agreement, the cash settlement will be based on the weighted average price received by the Overproduced Party for any gas sold from the Balancing Area under Arm's Length Agreements during the months to which such Overproduction is attributed. In the event that no sales under Arm's Length Agreements were made during any such month, the cash settlement for such month will be based on the spot sales prices published for the applicable geographic area during such month in a mutually acceptable pricing bulletin.

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

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

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

8. TESTING

Notwithstanding any provision of this Agreement to the contrary, any Party shall have the right, from time to time, to produce and take up to one hundred percent (100%) of a well's entire Gas stream to meet the reasonable deliverability test(s) required by such Party's Gas purchaser, and the right to take any Makeup Gas shall be subordinate to the right of any Party to conduct such tests; provided, however, that such tests shall be conducted in accordance with prudent operating practices only after fifteen (15) day's prior written notice to the Operator and shall last no longer than seventy-two (72) hours.

9. OPERATING COSTS

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

10. LIQUIDS

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

11. AUDIT RIGHTS

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

12. MISCELLANEOUS

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

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

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

12.4 This Agreement shall remain in full force and effect for as long as the Operating Agreement shall remain in force and effect as to the Balancing Area, and thereafter until the Gas accounts between the Parties are settled in full, and shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, successors, legal representatives and assigns, if any. The Parties hereto agree to give notice of the existence of this Agreement to any successor in interest of any such Party and to provide that any such successor shall be bound by this Agreement, and shall further make any transfer of any interest subject to the Operating Agreement, or any part thereof, also subject to the terms of this Agreement.

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

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

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

12.8 With respect to accounting treatment of any gas imbalances as may exist, the parties agree to use the "cumulative method" [as defined in Income Tax Regulation §1.761-2 (d) (4)] of accounting for federal income tax purposes. The "entitlements method" shall not be used for reporting gas sales from the properties subject hereto.

13. ASSIGNMENT AND RIGHTS UPON ASSIGNMENT

13.1 Subject to the provisions of Section 13.2 hereof, and notwithstanding anything in this Agreement or in the Operating Agreement to the contrary, if any Party assigns (including any sale, exchange or other transfer) any of its working interest in the Balancing Area when such Party is an Underproduced or Overproduced Party, the assignment or other act of transfer shall, insofar as the Parties hereto are concerned, include all interest of the assigning or transferring Party in the Gas, all rights to receive or obligations to provide or take Makeup Gas and all rights to receive or obligations to make any monetary payment which may ultimately be due hereunder, as applicable. Operator and each of the other Parties hereto shall thereafter treat the assignment accordingly, and the assigning or transferring Party shall look solely to its assignee or other transferee for any interest in the Gas or monetary payment that such Party may have or to which it may be entitled, and shall cause its assignee or other transferee to assume its obligations hereunder.

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

District I
PO Box 1960, Hobbs, NM 88241-1960
District II
811 South First, Artesia, NM 88210
District III
1000 Rio Grande Rd., Alamogordo, NM 87410
District IV
3546 Santa Fe Avenue, Santa Fe, NM 87505

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
2040 South Pacheco
Santa Fe, NM 87505

Form C-101
Revised October 18, 1994
Instructions on back
Submit to Appropriate District Office
State Lease - 6 Copies
Fee Lease - 3 Copies

AMENDED REPORT

APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

| | | |
|--|----------------------------------|---|
| * Operator Name and Address TMBR/Sharp Drilling, Inc. P. O. Drawer 10970 Midland, TX 79702 | | * OGRID Number 036354 |
| | | * API Number 30-025-33257 30-4 |
| * Property Code 24469 | * Property Name Blue Fla "24" | * Well No. 1 |

Surface Location

| UL or lot no. | Section | Township | Range | Lot 1/4 | Feet from the | North/South line | Feet from the | East/West line | Count |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|-------|
| M | 24 | 16S | 35E | | 660 | West | 760 | South | Lot |

Proposed Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot 1/4 | Feet from the | North/South line | Feet from the | East/West line | Count |
|-------------------|---------|----------|-------|---------|-------------------|------------------|---------------|----------------|-------|
| * Proposed Prod 1 | | | | | * Proposed Prod 2 | | | | |
| Townsend (Morrow) | | | | | | | | | |

| | | | | |
|-----------------------|-----------------------------|-----------------------|----------------------------|--|
| * Work Type Code N | * Well Type Code G | * Cable/Entry R | * Lease Type Code P | * Ground Level Elevation -3936-3964 |
| * Multiple No | * Proposed Depth 12,800' | * Formation Morrow | * Contractor TMBR/Sharp | * Spud Date 11/19/90 |

Proposed Casing and Cement Program

| Hole Size | Casing Size | Casing weight/foot | Setting Depth | Sacks of Cement | Estimated TOC |
|-----------|-------------|--------------------|---------------|-----------------|---------------|
| 17 1/2" | 13 3/4" | 48 | 450 | 440 | Surface |
| 11" | 8 1/2" | 32 | 5,000 | 1,800 | Surface |
| 7 1/4" | 5 1/4" | 17 | 12,800 | 1,200 | 4,800 |

Describe the proposed program. If this application is to DEEPEN or PLUG BACK give the data on the present productive zone and proposed new productive zone. Describe the blowout prevention program, if any. Use additional sheets if necessary.

It is proposed to drill a 17 1/2" hole to ±450' with FW, set 13 3/4" casing and cement casing back to surface. An 11" intermediate hole will then be drilled to ±5,000' w/brine-cut brine system and an 8 1/2" casing string will be set and cemented back to surface. A 3000 psi annular preventer and 3000 psi dual ram BOP will be used on the intermediate hole. A 7 1/4" hole will be drilled to an approximate TD of 12,800' w/FW mud. The 5 1/4" casing will be set at TD and cemented back to the intermediate casing at 5,000'. A 3000 psi annular preventer and a 5000 psi dual ram BOP will be used on the 7 1/4" hole. Mud up will occur between 9,000' and 11,000' and several DST's are planned.

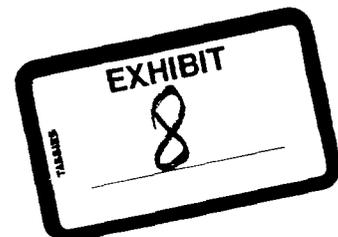
* I hereby certify that the information given above is true and complete to the best of my knowledge and belief.

Signature: *J. D. Phillips*
 Printed Name: *Judith A. Phillips*
 Title: Vice President
 Date: November 16, 2000 Phone: (512) 699-0100

| OIL CONSERVATION DIVISION | |
|---------------------------|--|
| Approved by: | ORIGINAL SIGNED BY <i>GARY WINK</i> |
| Title: | FIELD REP. II |
| Approval Date: | NOV 22 2000 Expiration Date: |
| Conditions of Approval: | Accepted <input checked="" type="checkbox"/> |

Permit Expires 1 Year From Approval Date Unless Drilling Underway

512



JUL-10-01 TUE 09:48 AM

FAX:

PAGE 1

DISTRICT I
2401 San Mateo, Santa Fe, NM 87504-2001

DISTRICT II
2401 San Mateo, Santa Fe, NM 87504-2002

DISTRICT III
2401 San Mateo, Santa Fe, NM 87504-2003

DISTRICT IV
2401 San Mateo, Santa Fe, NM 87504-2004

State of New Mexico
Energy, Minerals and Natural Resources Department

Form O-400
Revised February 28, 1995
Subject to Applicable Statutes
State Stamp - 4 Copies
Fee Letter - 2 Copies

OIL CONSERVATION DIVISION
P.O. Box 2000
Santa Fe, New Mexico 87504-2000

□ MINOR REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|-----------------------------------|--|---------------------------------------|
| API Number 30-025-35257 | Foot Sale 86,400 | Foot Name Townsend (Marrow) |
| Property State 24469 | Property Name BLUEFIN "24" | Well Number 1 |
| County No. 36-554 | Operator Name TMR/SHARP DRILLING, INC. | Location 3064 |

Surface Location

| W. or E. of Sec. | Section | Range | Lot No. | Feet from the | North/South Line | Feet from the | East/West Line | Survey |
|------------------|---------|-------|---------|---------------|------------------|---------------|----------------|--------|
| W | 24 | 18 S | 35 E | 780 | SOUTH | 680 | WEST | LEA |

Bottom Hole Location if Different from Surface

| W. or E. of Sec. | Section | Range | Lot No. | Feet from the | North/South Line | Feet from the | East/West Line | Survey |
|------------------|---------|-------|---------|---------------|------------------|---------------|----------------|--------|
| | | | | | | | | |

Bottom Hole Location
320

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

| | |
|--|--|
| | <p>OPERATOR CERTIFICATION</p> <p>I hereby certify the the information furnished herein is true and complete to the best of my knowledge and belief.</p> <p><i>Jeffrey D. Phillips</i> Jeffrey D. Phillips Vice President Date: 11/17/00</p> |
| | <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of correct survey made by me or under my supervision and that the same is true and correct to the best of my belief.</p> <p>NOVEMBER 16, 2000</p> <p><i>Richard D. Phillips</i> Richard D. Phillips P.O. Box 60-1487</p> |
| | <p>Scale: _____</p> <p>State of New Mexico Oil Conservation Division Santa Fe, New Mexico</p> |
| | <p>_____</p> |

13
 Producer's 88-Producer's Revised 1994 New Mexico Form 342P, Paid-up

OIL & GAS LEASE

THIS AGREEMENT made this 27th day of March, 2001 between Madeline Stokes, dealing with her sole and separate property, whose address is P. O. Box 1115, Ozona, Texas 76941 herein called lessor (whether one or more) and James D. Huff, P. O. Box 705, Mineola, Texas 75773, lessee;

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipelines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the following described land in Lea County, New Mexico, to-wit:

Township 16 South, Range 35 East, N.M.P.M.
 Section 13: SE/4
 Section 23: SE/4
 Section 24: NW/4SW/4, NW/4NE/4
 Section 25: NW/4
 Section 26: NE/4

Said land is estimated to comprise 720.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from 3/27/01, 2001 (called "primary term") and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, three-sixteenths (3/16ths) of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipeline to which the wells may be connected; (b) on gas, including casinghead gas or other gaseous substance produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of three-sixteenths (3/16ths) of the gas used, provided that on gas sold on or off the premises, the royalties shall be three-sixteenths (3/16ths) of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if lessee shall correct such error within 30 days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. ~~in the event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.~~

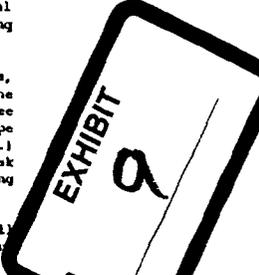
4. This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve lessee of the obligation to pay royalties on actual production pursuant to the provisions of Paragraph 3 hereof.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If at the expiration of the primary term there is no well upon said land capable of producing oil or gas, but lessee has commenced operations for drilling or reworking thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than 60 consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land. If, after the expiration of the primary term, all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within 60 days thereafter. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns; but no change in the ownership of the land


 EXHIBIT
 9

or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of lessee; and no such change or division shall be binding upon lessee for any purpose until 30 days after lessee has been furnished by certified mail at lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may, at its option, pay or tender any royalties or shut-in royalties in the name of the deceased or to his estate or to his heirs, executor or administrator until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lease insofar as it covers a part of said lands upon which lessee or any assignee thereof shall properly comply or make such payments.

9. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, lessee's duty shall be suspended, and lessee shall not be liable for failure to comply therewith; and this lease shall be extended while and so long as lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas hereunder; and the time while lessee is so prevented shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so it shall be subrogated to such lien with the right to enforce same and to apply royalties and shut-in royalties payable hereunder toward satisfying same. Without impairment of lessee's rights under the warranty, if this lease covers a less interest in the oil and gas in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its or his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs, successors, and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

ADDITIONAL PROVISIONS

12. Notwithstanding anything contained herein to the contrary, at the end of the primary term, this lease will terminate as to all said lands not then included in or allocated to a spacing or proration unit allocated to a producing well (which shall include shut-in wells) unless:

a) Lessee has drilled, deepened, reworked or recompleted a well on said lands above described or on lands pooled therewith and within one hundred eighty (180) days prior to the expiration of the primary term, completed said well as a producer of oil and/or gas, or plugged said well as a dry hole, or

b) At the expiration of the primary term, Lessee is engaged in drilling, deepening, reworking or recompletion operations on said lands or on lands pooled therewith;

and thereafter Lessee commences a continuous drilling program whereby operations for the drilling of a new well, or the deepening, reworking or recompletion of an existing well, are commenced within one hundred eighty (180) days after the later to occur of (i) the expiration of the primary term, or (ii) the completion or plugging of any well drilled, deepened, reworked or recompleted across or subsequent to the expiration of the primary term. For the purposes hereof, "completion" shall be the date of the filing of the potential test report with the appropriate governmental authority having jurisdiction, if a producer, or, if a well is plugged as a dry hole, the "plugging" shall be the date of filing the plugging report with the appropriate governmental authority having jurisdiction.

13. When Lessee ceases said continuous drilling program, this lease shall terminate as to all acreage not then included in a spacing or proration unit allocated to a producing well (which shall include shut-in wells) under special field rules promulgated by the appropriate governmental authority having jurisdiction, at the time of termination; or, in the absence of special field rules established in the field for which any given well is located, then each gas well (which shall include shut-in wells) shall be allocated 370 acres plus a tolerance of 10%, for a spacing or proration unit, and each oil well (which shall include shut-in wells) shall be allocated 80 acres plus a tolerance of 10%, for a spacing or proration unit. Each such spacing or proration unit shall be as nearly as practicable in the shape of a square or rectangle surrounding such well.

14. Notwithstanding such termination, Lessee shall have a continuing right of way and easement on, over and across all the land covered hereby for the construction, use, maintenance, replacement, or removal of pipelines, roads, telephone lines, electric lines, tank and other facilities for its operations hereunder on land remaining covered by this lease following such termination.

15. This oil and gas lease is subordinate to that certain "Prior Lease" dated August 25, 1997, effective December 7, 1997, recorded in Book 827, page 127, Lea County Records, as amended by instrument dated _____, 2000, recorded in Book _____, page _____, Lea County Records, but only to the extent that said Prior Lease is currently a valid and subsisting oil and gas lease. Notwithstanding any other provisions of this oil and gas lease, the end of the primary term hereof shall be extended until the third (3rd) anniversary date of this oil and gas lease next following expiration of the continuous development provision contained in added Paragraph No. 12 on Exhibit "A" attached to the Prior Lease, provided that in no event shall the primary term hereof expire later than the 20th anniversary date of this oil and gas lease. Execution of this oil and gas lease by Lessor shall never be construed as a ratification or revivor of the Prior Lease. Lessor specifically agrees not to enter into any agreement of any form that would extend or continue the primary term or the continuous development provision of the Prior Lease, or modify any of the existing provisions of the Prior Lease.

Executed the day and year first above written.

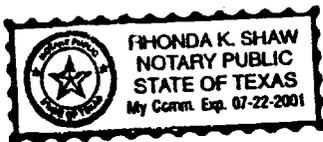
Madeline Stokes 4-22-98-4031
Madeline Stokes 35#

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

STATE OF Texas

COUNTY OF Crockett

This instrument was acknowledged before me on April 4, 2001, by Madeline Stokes



Rhonda K. Shaw
Notary Public, State of Texas
My Commission Expires: 07-22-01

07161

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

JUN 11 2001

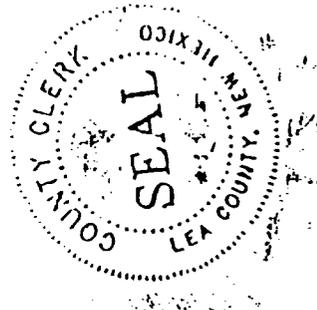
at 10:50 o'clock A. M.

and recorded in Book _____

Page _____

McMaha Hughes, Lea County Clerk

By CS Deputy



OIL & GAS LEASE

THIS AGREEMENT made this 27th day of March, 2001 between Erma Hamilton, dealing with her sole and separate property, whose address is P. O. Box 1470, Big Spring, Texas 79721 herein called lessor (whether one or more) and James D. Huff, P. O. Box 705, Mineola, Texas 75773, lessee;

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipelines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the following described land in Lea County, New Mexico, to-wit:

Township 16 South, Range 35 East, N.M.P.M.
 Section 13: SE/4
 Section 23: SE/4
 Section 24: NW/4SW/4, NW/4NE/4
 Section 25: NW/4
 Section 26: NE/4

Said land is estimated to comprise 720.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from May 7th, 2001 (called "primary term") and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, three-sixteenths (3/16ths) of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipeline to which the wells may be connected; (b) on gas, including casinghead gas or other gaseous substance produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of three-sixteenths (3/16ths) of the gas used, provided that on gas sold on or off the premises, the royalties shall be three-sixteenths (3/16ths) of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if lessee shall correct such error within 30 days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In-the-event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. E.H.

4. This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve lessee of the obligation to pay royalties on actual production pursuant to the provisions of Paragraph 3 hereof.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If at the expiration of the primary term there is no well upon said land capable of producing oil or gas, but lessee has commenced operations for drilling or reworking thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than 60 consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land. If, after the expiration of the primary term, all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within 60 days thereafter. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns; but no change in the ownership of the land

or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of lessee; and no such change or division shall be binding upon lessee for any purpose until 30 days after lessee has been furnished by certified mail at lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may, at its option, pay or tender any royalties or shut-in royalties in the name of the decedent or to his estate or to his heirs, executor or administrator until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lease insofar as it covers a part of said lands upon which lessee or any assignee thereof shall properly comply or make such payments.

9. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, lessee's duty shall be suspended, and lessee shall not be liable for failure to comply therewith; and this lease shall be extended while and so long as lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas hereunder; and the time while lessee is so prevented shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so it shall be subrogated to such lien with the right to enforce same and to apply royalties and shut-in royalties payable hereunder toward satisfying same. Without impairment of lessee's rights under the warranty, if this lease covers a less interest in the oil and gas in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its or his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs, successors, and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

ADDITIONAL PROVISIONS

12. Notwithstanding anything contained herein to the contrary, at the end of the primary term, this lease will terminate as to all said lands not then included in or allocated to a spacing or proration unit allocated to a producing well (which shall include shut-in wells) unless:

a) Lessee has drilled, deepened, reworked or recompleted a well on said lands above described or on lands pooled therewith and within one hundred eighty (180) days prior to the expiration of the primary term, completed said well as a producer of oil and/or gas, or plugged said well as a dry hole; or

b) At the expiration of the primary term, Lessee is engaged in drilling, deepening, reworking or recompletion operations on said lands or on lands pooled therewith;

and thereafter Lessee commences a continuous drilling program whereby operations for the drilling of a new well, or the deepening, reworking or recompletion of an existing well, are commenced within one hundred eighty (180) days after the latter to occur of (i) the expiration of the primary term, or (ii) the completion or plugging of any well drilled, deepened, reworked or recompleted across or subsequent to the expiration of the primary term. For the purposes hereof, "completion" shall be the date of the filing of the potential test report with the appropriate governmental authority having jurisdiction, if a producer, or, if a well is plugged as a dry hole, the "plugging" shall be the date of filing the plugging report with the appropriate governmental authority having jurisdiction.

13. When Lessee ceases said continuous drilling program, this lease shall terminate as to all acreage not then included in a spacing or proration unit allocated to a producing well (which shall include shut-in wells) under special field rules promulgated by the appropriate governmental authority having jurisdiction, at the time of termination; or, in the absence of special field rules established in the field for which any given well is located, then each gas well (which shall include shut-in wells) shall be allocated 320 acres plus a tolerance of 10%, for a spacing or proration unit, and each oil well (which shall include shut-in wells) shall be allocated 80 acres plus a tolerance of 10%, for a spacing or proration unit. Each such spacing or proration unit shall be as nearly as practicable in the shape of a square or rectangle surrounding such well.

14. Notwithstanding such termination, Lessee shall have a continuing right of way and easement on, over and across all the land covered hereby for the construction, use, maintenance, replacement, or removal of pipelines, roads, telephone lines, electric lines, tank and other facilities for its operations hereunder on land remaining covered by this lease following such termination.

15. This oil and gas lease is subordinate to that certain "Prior Lease" dated August 25, 1997, effective December 7, 1997, recorded in Book 427, page 124, Lea County Records, as amended by instrument dated _____, 2000, recorded in Book _____, page _____, Lea County Records, but only to the extent that said Prior Lease is currently a valid and subsisting oil and gas lease. Notwithstanding any other provisions of this oil and gas lease, the end of the primary term hereof shall be extended until the third (3rd) anniversary date of this oil and gas lease next following expiration of the continuous development provision contained in added Paragraph No. 12 on Exhibit "A" attached to the Prior Lease, provided that in no event shall the primary term hereof expire later than the 20th anniversary date of this oil and gas lease. Execution of this oil and gas lease by Lessor shall never be construed as a ratification or revivor of the Prior Lease. Lessor specifically agrees not to enter into any agreement of any form that would extend or continue the primary term or the continuous development provision of the Prior Lease, or modify any of the existing provisions of the Prior Lease.

Executed the day and year first above written.

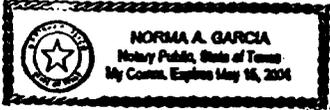
Erma Hamilton 459-80-2357
Erma Hamilton 558

11-4-01

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

STATE OF Texas
COUNTY OF Howard

This instrument was acknowledged before me on April 4 2001, by Erma Hamilton



Norma A. Garcia
Notary Public, State of Texas
My Commission Expires: 5-15-04

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

07162

JUN 11 2001

at 10:50 o'clock A M

and recorded in Book _____

Page _____

Melinda Hughes, Lea County Clerk

By [Signature] Deputy



FROM OCEAN ENERGY

(FRI) 2/15/02 11:22/ST 11 21/NO 4861012961 P 2

Original copy

214 West Texas
Suite 400, (Zip 79701)
P.O. Box 2071
Midland, Texas 79702

DAVID H. ARRINGTON OIL & GAS, INC.

Phone: (915) 682-6685
Fax: (915) 682-4139

September 10, 2001

Mr. Derold Maney
Ocean Energy, Inc.
1001 Fannin, Suite 1600
Houston, TX 77952

Re: Assignment Of Rights In And To Certain Farmout Agreements Concerning The
SW/4 Of Section 25, T16S, R35E, Lea County, New Mexico
South Payday "25" Prospect

Gentlemen:

When executed by the parties hereto, this letter agreement (this "Agreement") shall set forth the agreement between Ocean Energy, Inc. a Louisiana corporation ("Ocean") and David H. Arrington Oil & Gas, Inc. ("Arrington") concerning the assignment of thirty percent (30%) of Ocean's right in and to those certain farmout agreements covering the SW/4 of Section 25, T16S, R35E, Lea County, New Mexico, more particularly described on Schedule 1 hereto (such agreement, as may be amended, supplemented, restated or otherwise modified from time to time, a "Farmout Agreement", and collectively, the "Farmout Agreements"). For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. On or before July 1, 2002, but not earlier than January 10, 2002, time being of the essence, Arrington shall commence actual drilling of a test well (the "Test Well") to be located in the NW/4 of Section 25, T16S, R35E, Lea County, New Mexico, referred to as the Triple Hackle Dragon 25 #1 Well, and shall thereafter prosecute drilling of the Test Well to penetrate and test the lower Mississippian Lime formation (as hereinafter defined) or to a depth of approximately thirteen thousand two hundred feet (13,200'), whichever is the lesser depth (the "Contract Depth") and shall complete the Test Well as capable of producing oil and/or gas in paying quantities or plug and abandon the same. Ocean shall participate in the drilling of this Test Well for its proportionate share. The Lower Mississippian Lime formation is defined as that certain gas and condensate bearing zone encountered at the stratigraphic equivalent depth of twelve thousand four hundred and four feet (12,404'), as shown on that certain compensated neutron three detector density log measurement in the Mayfly "14" State Com # 1 Well, located in Section 14, Township 16 South, Range 35 East, Lea County, New Mexico.



FROM OCEAN ENERGY

ARRINGTON, 2/15/02 : 22-57 10-21 NO. 48610.2951 P. 3

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In the event that the drilling title opinion rendered by a law firm licensed to do business in the State of New Mexico shall contain title requirements such that Arrington or Ocean as a reasonable and prudent operator is unable to commence drilling operations on the Test Well prior to July 1, 2002, Arrington or Ocean shall no later than January 5, 2002, initiate force pooling proceeding for a 320 acre unit comprised of the W/2 of Section 25, T16S, R35E, Lea County, New Mexico. Arrington or Ocean shall diligently and expeditiously pool such lands in order to cure such title requirements so that the Test Well may be drilled prior to July 1, 2002.

Should Arrington or Ocean fail to successfully cure such title defects through force pooling proceeding or otherwise and fail to timely commence drilling operations on the Test Well by July 1, 2002, then Ocean shall have the right, but not the obligation, to become the designated Operator under the Operating Agreement for the drilling of the Test Well through the point of first production; subsequently, Ocean shall relinquish operations under said Test Well to Arrington, and Arrington shall be the designated Operator under the Operating Agreement. Notwithstanding anything contained in this Agreement to the contrary Ocean shall not be obligated to participate in the drilling of the Test Well for a share of costs greater than thirty-five percent (35%) and Ocean is satisfied in its sole discretion that the remainder of the costs for the Test Well will be paid, either by Arrington or another third party with title to the leasehold interest in the lands contained within the pooling order issued by the New Mexico Oil Conservation Division.

2. In the event any well is lost for any reason prior to being drilled to Contract Depth or Arrington has encountered, during the drilling of any well, mechanical difficulty or a formation or condition which would render further drilling impracticable or impossible, Arrington may plug and abandon that well and may continue its rights under this agreement by commencing a substitute well (or wells) ("Substitute Well(s)") for any such well which has been lost or abandoned within sixty (60) days from the date the drilling rig is removed from the location of the prior well. Any Substitute Well drilled shall be drilled subject to the same terms and conditions and to the same depth as provided for the well so lost or abandoned. Any reference in this agreement to the Test Well shall be deemed to be a reference to any well or wells, which may be drilled as a Substitute Well. In the event that either party elects to drill a Substitute Well as provided herein, the other party must participate in same, or forfeit to the participating party any interest which it would have otherwise earned by virtue of its participation in such Substitute Well.
3. Contemporaneously herewith, Arrington and Ocean shall have entered into that certain Operating Agreement attached hereto as Exhibit A (the "Operating Agreement"), covering the W/2 of Section 25, T16S, R35E, Lea County, New Mexico (the "Contract Area"). Exhibit "A" to the Operating Agreement shall be completed based upon the results of the drillsite title opinion being prepared covering the W/2 of said Section 25.
4. Subject to the terms and conditions (i) of this agreement, (ii) each Farnout Agreement and (iii) the Joint Operating Agreement, Ocean hereby assigns unto Arrington, an undivided

FROM OCEAN ENERGY

ARRINGTON 219 00 1 23 8 1 21/NOV 2 10.2951 3 4

Mr. Derald Maney
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thirty percent (30%) of Ocean's right in and to each Farmout Agreement. In the event that any Farmout Agreement contains a requirement that the Farmor (as defined in such Farmout Agreement) thereunder consent to any such assignment, Ocean shall use its best efforts to obtain such consent; provided, however, that in the event that Ocean is unable to acquire such Farmor's consent to assign, then Ocean shall assign additional interest(s) from such other of the Farmout Agreements as Ocean may elect in its discretion such that the aggregate of Arrington's right to earn rights under all Farmout Agreements will entitle Arrington to an assignment of Ocean's interest in the Contract Area equal to an undivided thirty percent (30%), proportionately reduced to Ocean's interest in the Contract Area. The terms and conditions of this letter agreement shall apply to any extensions or renewals of each Farmout Agreement acquired by either Arrington or Ocean within 180 days of the expiration of the farmout agreement.

5. Arrington has acquired proprietary 3D seismic data across certain lands, including, without limitation, T16S, R35E, Lea County, New Mexico (i) Section 23: E/2E/2; (ii) Section 24: All that Arrington has in the SW/4; (iii) Section 25: W/2, W/2E/2; (iv) Section 26: E/2E/2; (v) Section 25: NE/4NE/4; and (vi) Section 36: E/2NW/4, NW/4NE/4 (such 3D seismic data, collectively, the "Arrington 3D Data"). Arrington agrees (and represents to Ocean that Arrington has the right to so agree) that Ocean shall (i) have access to the Arrington 3D Data in Arrington's offices during normal business hours, in order to work and interpret the Arrington 3D Data and (ii) have access to and copies of, Arrington's interpretations of the Arrington 3D Data (the Arrington 3D Data together with such interpretations thereof, the "Arrington Evaluation Material"). Arrington shall retain full ownership rights to its Arrington 3D Data, and no ownership or license to the Arrington 3D Data shall be conveyed to Ocean. Except as provided for in this Paragraph 5, Arrington makes no representations or warranties to Ocean (i) as to the Arrington 3D Data (ii) or in respect of Ocean's reliance upon the Arrington Evaluation Material. Ocean shall keep the Arrington Evaluation Material confidential, provided however, that such obligation of confidentiality shall not apply to information which (i) was or becomes available to the public other than as a result of a disclosure by Ocean, (ii) was or becomes available to Ocean on a non-confidential basis from a source other than Arrington, provided that such source is not known by Ocean to be bound by a confidentiality agreement with Arrington or otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation, (iii) was within Ocean's possession prior to its being furnished by Arrington, (iv) is developed or derived without the aid, application or use of the Arrington Evaluation Material, (v) is disclosed following receipt of the written consent of Arrington to such disclosure being made, or (vi) is disclosed pursuant to Paragraph 6 hereof.
6. In the event that Ocean is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena civil investigative demand or other process) to disclose any of the Arrington Evaluation Material, Ocean agrees that it will provide Arrington with prompt notice of any such request or requirement (written if practical) so that Arrington may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder prior to the time such disclosure is required to be made, Ocean may disclose the

FROM OCEAN ENERGY

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portion of the Arrington Evaluation Material which Ocean's counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Arrington Evaluation Material which is being disclosed. Arrington agrees that Ocean shall have no liability hereunder for any disclosure of the Arrington Evaluation Material made in compliance with this Paragraph 6.

7. Ocean has acquired proprietary 3D seismic data across certain lands, including, without limitation, T15S, R35E, Lea County, New Mexico (i) Section 7: W/2, W/2NE/4, W/2SE/4, SE/4SE/4; (ii) Section 17: W/2NW/4, NW/4SW/4; and (iii) Section 18: N/2, N/2S/2 (such 3D seismic data, collectively, the "Ocean 3D Data"). Ocean agrees (and represents to Arrington that Ocean has the right to so agree) that Arrington shall (i) have access to the Ocean 3D Data in Ocean's offices during normal business hours, in order to work and interpret the Ocean 3D Data and (ii) have access to and copies of, Ocean's interpretations of the Ocean 3D Data (the Ocean 3D Data together with such interpretations thereof, the "Ocean Evaluation Material"). Ocean shall retain full ownership rights to the Ocean 3D Data, and no ownership or license to the Ocean 3D Data shall be conveyed to Arrington. Except as provided for in this Paragraph 7, Ocean makes no representations or warranties to Arrington (i) as to the Ocean 3D Data (ii) or in respect of Arrington's reliance upon the Ocean Evaluation Material. Arrington shall keep the Ocean Evaluation Material confidential; provided however, that such obligation of confidentiality shall not apply to shall not apply to information which (i) was or becomes available to the public other than as a result of a disclosure by Arrington, (ii) was or becomes available to Arrington on a non-confidential basis from a source other than Ocean, provided that such source is not known by Arrington to be bound by a confidentiality agreement with Ocean or otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation, (iii) was within Arrington's possession prior to its being furnished by Ocean, (iv) is developed or derived without the aid, application or use of the Ocean Evaluation Material, (v) is disclosed following receipt of the written consent of Ocean to such disclosure being made, or (vi) is disclosed pursuant to Paragraph 8 hereof.
8. In the event that Arrington is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena civil investigative demand or other process) to disclose any of the Ocean Evaluation Material, Arrington agrees that it will provide Ocean with prompt notice of any such request or requirement (written if practical) so that Ocean may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder prior to the time such disclosure is required to be made, Arrington may disclose that portion of the Ocean Evaluation Material which Arrington's counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Ocean Evaluation Material which is being disclosed. Ocean agrees that Arrington shall have no liability hereunder for any disclosure of the Ocean Evaluation Material made in compliance with this Paragraph 8.

FROM OCEAN ENERGY

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Mr. Derald Maney
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9. It is not the intention of the parties to create a partnership, nor shall this agreement be construed as creating a mining or other partnership, joint venture, agency relationship or other association, or to render the parties liable as partners, co-venturers or principals. Unless provided for to the contrary in the Operating Agreement, (i) the liability of the parties shall be several, not joint or collective and (ii) each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs, if any, to be incurred hereunder. No party shall have any liability hereunder to third parties to satisfy the default of any other party in the payment of any expense or obligation.
10. This Agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the State of Texas. **THE PARTIES HEREBY CONSENT TO THE EXCLUSIVE VENUE OF THE PROPER STATE OR FEDERAL COURT LOCATED IN MIDLAND COUNTY, TEXAS, AND HEREBY WAIVE ALL OTHER VENUES.**
11. This Agreement, the Exhibits and Schedules hereto and the Operating Agreement set forth all understandings between the parties respecting the subject matter of this transaction, and all prior agreements, understandings and representations, whether oral or written, respecting this transaction are merged into and superseded by this written agreement.
12. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns and the terms hereof shall be deemed to run with the lands described herein. If any transfer is effected by a party pursuant to the terms of this agreement, or by any of its successors or assigns, the transfer will be made expressly subject to this agreement, and the transferor shall remain responsible for the obligations of the transferee until the transferee expressly assumes in writing all of the existing duties and obligations of the transferor.
13. This agreement may not be altered or amended, nor any rights hereunder waived, except by an instrument, in writing, executed by the party to be charged with such amendment or waiver. No waiver of any other term, provision or condition of this agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, other provision or condition or as a waiver of any other term, provision or condition of this agreement.
14. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.**
15. If any provision of this agreement is invalid, illegal or incapable of being enforced, all other provisions of this agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in a materially adverse manner with respect to either party.

FROM OCEAN ENERGY

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Mr. Derold Maney
Ocean Energy, Inc.
September 10, 2001
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If this properly sets forth your understanding of our agreement, please so indicate by signing in the space provided below, and returning to my attention.

FROM OCEAN ENERGY

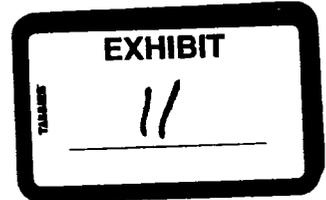
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Schedule I to that certain Letter Agreement,
by and between Ocean Energy, Inc., a Louisiana corporation
and David H. Arrington Oil & Gas, Inc.,
dated as of September 10, 2001

1. Farmout Agreement, dated as July 23, 2001, by and between Ocean Energy, Inc., a Louisiana corporation, as Fantee, and Branex Resources, Inc., as Farmor, as amended by that certain Letter Agreement, dated as of August 14, 2001, attached hereto as Exhibits B-1 and B-2;
2. Farmout Agreement, dated as July 23, 2001, by and between Ocean Energy, Inc., a Louisiana corporation, as Fantee, and States, Inc. and B.B.L., Ltd., as Farmor, as amended by that certain Letter Agreement, dated as of August 22, 2001, attached hereto as Exhibits C-1 and C-2;
3. Farmout Agreement, dated as July 23, 2001, by and between Ocean Energy, Inc., a Louisiana corporation, as Fantee, and Judith White, Trustee¹, as Farmor, as amended by that certain Letter Agreement, dated as of August 15, 2001, attached hereto as Exhibit D-1 and D-2;
4. Farmout Agreement, dated as July 23, 2001, by and between Ocean Energy, Inc., a Louisiana corporation, as Fantee, and Slash Four Enterprises, Inc., as Farmor, as amended by that certain Letter Agreement, dated as of August 15, 2001, attached hereto as Exhibit D-1 and D-2;
5. Farmout Agreement, dated as July 23, 2001, by and between Ocean Energy, Inc., a Louisiana corporation, as Fantee, and Pabo Oil & Gas, as Farmor, as amended by that certain Letter Agreement, dated as of August 15, 2001, attached hereto as Exhibit D-1 and D-2;
6. Farmout Agreement, dated as July 23, 2001, by and between Ocean Energy, Inc., a Louisiana corporation, as Fantee, and Phelps White, III, as Farmor, attached hereto as Exhibit E;
7. Farmout Agreement, dated as July 23, 2001, by and between Ocean Energy, Inc., a Louisiana corporation, as Fantee, and David R. Gannaway, as Farmor, attached hereto as Exhibit F; and
8. Farmout Agreement, dated as July 23, 2001, by and between Ocean Energy, Inc., a Louisiana corporation, as Fantee, and ICA Energy, Inc., as Farmor, as amended by that certain Letter Agreement, dated as of August 15, 2001, attached hereto as Exhibit G-1 and G-2.

STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
DIVISION FOR THE PURPOSE OF
CONSIDERING:



APPLICATION OF TMBR/SHARP
DRILLING, INC. FOR AN ORDER
STAYING DAVID H. ARRINGTON
OIL & GAS, INC. FROM COMMENCING
OPERATIONS, LEA COUNTY, NEW MEXICO.

CASE NO. 12731

APPLICATION OF TMBR/SHARP
DRILLING, INC. APPEALING THE
ARTESIA [SIC] DISTRICT SUPERVISOR'S
DECISION DENYING APPROVAL OF
TWO APPLICATIONS FOR PERMIT TO DRILL
FILED BY TMBR/SHARP DRILLING, INC.,
LEA COUNTY, NEW MEXICO.

CASE NO. 12744

ORDER NO. R-11700

ORDER OF THE DIVISION

BY THE DIVISION:

Case No. 12731 came on for hearing at 8:15 a.m. on September 20, 2001, at Santa Fe, New Mexico, before Examiner Michael E. Stogner.

Case No. 12744 came on for hearing at 8:15 a.m. on October 18, 2001, at Santa Fe, New Mexico, before Examiner David K. Brooks

NOW, on this 11th day of December, 2001, the Division Director, having considered the testimony, the record and the recommendations of the Examiners, -

FINDS THAT:

(1) Due public notice has been given, and the Division has jurisdiction of this case and of the subject matter.

(2) In Case No. 12731, TMBR/Sharp Drilling, Inc. ("TMBR/Sharp") seeks an order staying David H. Arrington Oil & Gas Inc. ("Arrington") from commencing

operations under two approved Applications for Permit to Drill (the "Arrington APDs") pending final determination of Cause No. CV-2001-315C, now pending in the Fifth Judicial District Court of Lea County, New Mexico, styled "**TMBR/Sharp Drilling, Inc. v. David H. Arrington Oil & Gas, Inc., et al.,**" ("the TMBR/Sharp suit").

(3) In Case No. 12744, TMBR/Sharp appeals the action of the Supervisor of District I of the Oil Conservation Division ("the District Supervisor") denying two Applications for Permit to Drill ("the TMBR/Sharp APDs") wherein TMBR/Sharp applied for permits to drill on the same spacing and proration units as the previously approved Arrington APDs.

(4) At the hearing in Case No. 12744, that case was consolidated with Case No. 12731, and was taken under advisement, to be determined on the basis of the record made in Case No. 12731. Since these cases involve the same units and subject matter, one order should be entered for both cases.

(5) On July 17, 2001, Arrington filed an Application for Permit to Drill (form C-101) for its proposed Triple-Hackle Dragon "25" Well No. 1, to be located in the W/2 of Section 25, Township 16 South, Range 35 East, Lea County, New Mexico, at a standard location in SW/4 NW/4 (Unit E), 750 feet from the west line and 1815 feet from the north line of the section. This APD was approved on July 17, 2001 by Paul Kautz, acting for the District Supervisor of the Division.

(6) On July 25, 2001, Arrington filed an Application for Permit to Drill (form C-101) for its proposed Blue Drake "23" Well No. 1, to be located in the E/2 of Section 23, Township 16 South, Range 35 East, Lea County, New Mexico, at a standard location in NE/4 SE/4 (Unit I), 660 feet from the east line and 1980 feet from the south line of the section. This APD was approved on July 30, 2001 by Paul Kautz, acting for the District Supervisor of the Division.

(7) The APDs described in findings (5) and (6) are the Arrington APDs that are the subject of the applications filed in these consolidated cases.

(8) On or about August 7, 2001, TMBR/Sharp filed an Application for Permit to Drill (form C-101) for its proposed Blue Fin "25" Well No. 1, to be located in the N/2 of Section 25, Township 16 South, Range 35 East, Lea County, New Mexico, at a standard location in SW/4 NW/4 (Unit E), 924 feet from the west line and 1913 feet from the north line of the section. On August 8, 2001, Paul Kautz, acting for the District Supervisor of the Division, denied this APD by reason of the previous issuance of the APD for Arrington's Triple-Hackle Dragon "25" Well No. 1.

(9) On or about August 6, 2001, TMBR/Sharp filed an Application for Permit to Drill (form C-101) for its proposed Leavelle "23" Well No. 1, to be located in the E/2 of Section 23, Township 16 South, Range 35 East, Lea County, New Mexico, at a standard location in SW/4 NE/4 (Unit F), 1998 feet from the east line and 2038 feet from the north line of the section. On August 8, 2001, Paul Kautz, acting for the District Supervisor of the Division, denied this APD by reason of the previous issuance of the APD for Arrington's Blue Drake "23" Well No. 1.

(10) The APDs described in findings (8) and (9) are the TMBR/Sharp APDs that are the subject of the applications filed in these consolidated cases.

(11) On August 21, 2001, TMBR/Sharp filed the TMBR/Sharp suit.

(12) In the TMBR/Sharp suit, TMBR/Sharp alleges that it is the owner of the oil and gas leasehold estate in all of the NW/4 of Section 25, and all of the SE/4 of Section 23, Township 16 South, Range 35 East, Lea County, New Mexico, along with other lands, pursuant to two oil and gas leases ("the TMBR/Sharp leases") dated August 25, 1997, from Madeline Stokes and Erma Stokes Hamilton, respectively, to Ameristate Oil & Gas, Inc., recorded respectively in Book 827 at Page 127, and in Book 827 at Page 124, Deed Records of Lea County, New Mexico.

(13) Although the primary terms of the TMBR/Sharp leases have expired, TMBR/Sharp contends that the TMBR/Sharp leases have been maintained in force and effect by the drilling of and production from its Blue Fin 24 Well No. 1, located in the SW/4 SW/4 of Section 24, Township 16 South, Range 35 East, Lea County, New Mexico, on lands allegedly pooled with the lands covered by the TMBR/Sharp leases.

(14) Arrington claims that no legally effective pooling of the SW/4 SW/4 of Section 24 with any lands covered by the TMBR/Sharp leases ever occurred, and that the TMBR/Sharp leases have expired.

(15) Arrington claims that it is the owner of the oil and gas leasehold estate in all of the NW/4 of Section 25, and all of the SE/4 of Section 23, Township 16 South, Range 35 East, Lea County, New Mexico, along with other lands, pursuant to two oil and gas leases ("the Arrington leases") dated March 27, 2001, from Madeline Stokes and Erma Hamilton, respectively, to James D. Huff, recorded respectively in Book 1084 at Page 282, and in Book 1084 at Page 285, Deed Records of Lea County, New Mexico.

(16) The Arrington APDs and the TMBR/Sharp APDs both identified the Townsend Mississippian North Gas Pool as the pool to which the well would be dedicated.

(17) The Townsend Mississippian North Gas Pool is governed by the spacing and well density requirements of Rule 104.C(2) [19 NMAC 15.C.104.C(2)].

(18) The Arrington APDs conformed to the requirements of Rule 104.C(2), and were properly approved.

(19) After approval of the Arrington APDs, the TMBR/Sharp APDs could not have been approved because:

(a) TMBR/Sharp's proposed Blue Fin "25" Well No. 1 was proposed to be located in NW/4 of Section 25, the same quarter section as Arrington's proposed Triple-Hackle Dragon "25" Well No. 1, in violation of Rule 104.C(2)(b).

(b) TMBR/Sharp's APD for its proposed Blue Fin "25" Well No. 1 proposed a N/2 dedication, whereas the previously approved Arrington APD established a W/2 spacing unit.

(c) The approval of APDs naming TMBR/Sharp as operator for wells proposed to be located in either the W/2 of Section 25 or the E/2 of Section 23, following the approval of the Arrington APDs, would contravene Rule 104.C(2)(c), which requires that any subsequent well drilled in a spacing unit be operated by the operator of the initial well.

(20) TMBR/Sharp did not present any geological or engineering testimony or evidence that the locations it proposed were in any way superior to the locations proposed in the Arrington APDs.

CONCLUSIONS OF LAW:

(21) The Oil Conservation Division has no jurisdiction to determine the validity of any title, or the validity or continuation in force and effect of any oil and gas lease. Exclusive jurisdiction of such matters resides in the courts of the State of New Mexico.

(22) Since the Arrington APDs were filed at a time when no conflicting APDs had been filed affecting the subject units, the APDs conformed to applicable OCD Rules, and Arrington has demonstrated at least a colorable claim of title that would confer upon it a right to drill its proposed wells, no basis exists to reverse or overrule the action of the District Supervisor in approving the Arrington APDs.

(23) The approval of the Arrington APDs *ipso facto* precludes approval of the TMBR/Sharp APDs.

(24) If TMBR/Sharp has better title to the lands in question, it has a fully adequate remedy in the 5th Judicial District Court of Lea County, New Mexico, which is clothed with equitable power to restrain operations authorized by the Arrington APD, or to order Arrington to withdraw the Arrington APDs, if such court determines either such action to be warranted.

(25) Since the Division has jurisdiction to revoke its approval of any APD in an appropriate case, Arrington's Motions to Dismiss TMBR/Sharp's Applications for want of jurisdiction should be denied.

(26) The Application of TMBR/Sharp for an order staying operations under the Arrington APDs until the conclusion of the TMBR/Sharp suit should be denied. However, in the interest of protecting correlative rights, commencement of operations under the Arrington APDs should be stayed for a brief time after issuance of this order to allow TMBR/Sharp to petition the 5th Judicial District Court of Lea County for temporary relief, should it elect to do so.

IT IS THEREFORE ORDERED THAT:

(1) Arrington's Motions to Dismiss TMBR/Sharp's Applications for want of jurisdiction are denied.

(1) TMBR/Sharp's Application appealing the denial of the TMBR/Sharp APDs is denied.

(2) TMBR/Sharp's Application for an order staying approval of the Arrington APDs until final conclusion of the TMBR/Sharp suit is denied.

(3) Approval of the Arrington APDs is hereby suspended for a period of ten (10) days after the date of issuance of this order, to afford TMBR/Sharp an opportunity to petition the 5th Judicial District Court of Lea County, New Mexico for relief in this matter should it elect to do so.

(4) Jurisdiction of this case is retained for the entry of such further orders as the Division may deem necessary.

Case Nos. 12731/12744

Order No. R-11700

Page 6

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



SEAL

A handwritten signature in cursive script that reads "Lori Wrotenbery".

LORI WROTENBERY
Director

FIFTH JUDICIAL DISTRICT COURT
COUNTY OF LEA
STATE OF NEW MEXICO

FIFTH JUDICIAL DISTRICT COURT
COUNTY OF LEA
NEW MEXICO
CLERK'S OFFICE

21 DEC 27 AM 9:33

TMBR/SHARP DRILLING, INC.,
Plaintiff,

DIANE M. HERNANDEZ
DISTRICT COURT CLERK

vs.

No. CV2001-315C

DAVID H. ARRINGTON OIL & GAS,
INC., JAMES D. HUFF, MADELINE
STOKES, ERMA STOKES HAMILTON,
JOHN DAVID STOKES, and TOM STOKES,
Defendants.

ORDER GRANTING PARTIAL SUMMARY JUDGMENT
REGARDING FILING OF UNIT DESIGNATIONS

THIS MATTER having come before the Court upon Motion of the Plaintiff's TMBR/Sharp Drilling Company's Motion for Partial Summary Judgment regarding Filing of Unit Designations and the Defendant Arrington Oil and Gas Inc.'s and Defendant Huff's Motion for Summary Judgment Regarding Filing of Unit Designations and the Court being fully advised FINDS that the Plaintiff's Motion is well taken and should be and IS GRANTED and the Defendant's Motion is not well taken and should be and IS DENIED.

Gary L. Clingman
District Judge

CERTIFICATE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice was mailed to all parties on the 27th day of December, 2001:

Richard Montgomery, Esquire
P.O. Box 2776
Midland, Texas 79702-2776

Phil Brewer, Esquire
P.O. Box 298
Roswell, NM 88202-0298

Ernest L. Carroll, Esquire
P.O. Box 1720
Artesia, NM 88221-1720

Michael J. Canon, Esquire
303 W. Wall, Suite 1100
Midland, Texas 79701

By:
Trial Court Administrative Assistant

