

2. LIMITATION ON SERVICES: Notwithstanding anything contained in Section 1 to the contrary, Amoco shall not have the obligation to provide services under the terms of this Agreement (including without limitation providing Buyer with records, information and data) which Amoco did not perform for its own account immediately prior to Closing.

3. TERMINATION AND TURNOVER DATE: This Agreement shall commence on the date first referenced above and shall (except as set forth below) terminate when the services have been performed with respect to May, 1998 production. Notwithstanding the foregoing, if Buyer provides Amoco with written notice on or before April 10, 1998 electing to terminate this Agreement, this Agreement shall terminate when the services have been performed with respect to April, 1998 production. It is recognized by the parties that, if Buyer elects to terminate this Agreement in accordance with the previous sentence, Buyer will need to immediately commence preparation of a transition plan, including meeting with Amoco's accounting personnel by the end of March, 1998. For the purposes of this Agreement, the term "Turnover Date" shall mean the date Buyer actually assumes operations of end accounting associated with the Properties which shall be May 1, 1998 if terminated early and June 1, 1998 if not terminated early.

4. REIMBURSEMENT: Buyer shall reimburse Amoco for any and all costs, expenses and COPAS overhead charges billed by third parties incurred by Seller and associated with operating the Properties during the term of this Agreement.

5. FEES: Buyer shall pay to Amoco a fee of Two Hundred Fifty Thousand and No/100 United States Dollars (US \$250,000) per month during the term of this Agreement (i.e. through April or May, as applicable) to compensate Amoco for the service performed hereunder.

6. MONTHLY STATEMENT: Within thirty (30) days after each calendar month this Agreement is in effect, Amoco shall submit to Buyer a statement substantially in the form attached hereto as Exhibit "1" ("Estimated Monthly Statement"). The Estimated Monthly Statement shall include the following information for the preceding calendar month (to the extent the information is attributable to Amoco's interest in the Properties immediately prior to Closing):

- (a) Amoco's estimate of sales volumes and revenues including COPAS receipts;
- (b) All direct costs, expenses and COPAS overhead charges billed by third parties to Amoco, including without limitation settlement to leases and other liquidated monetary obligations;
- (c) Estimated capital expenditures recorded by Amoco;