ODA-0002

MF110343

#8388
#8865

State Lease	*Control*	*Base File*	*County*
MF110343	07-034247	100740	CULBERSON
MF110343	07-034256	119338	CULBERSON
MF110343	07-034265	100741	CULBERSON
MF110343	07-035406	100736	CULBERSON

Survey	T & P RY CO	
Block	60	
Block Name		
Township	1-S, 2-S	
Section/Tract	40, 42, 44, 6	
Land Part		
Part Description		
Acres	2722.5	
Depth Below	*Depth Above*	*Depth Other*
0	0	
Name	DWYER, T VERNE	
Lease Date	6/17/2009	
Primary Term	5 yrs	
Bonus ($)	$136,125.00	
Rental ($)	$0.00	
Lease Royalty	0.1250	

Leasing: BR
Analyst: DK
Maps: UH
GIS: AS

CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

ATTENTION FILE USERS!
This file has been placed in table of contents order.
RETURN TO VAULT WITH DOCUMENTS IN ORDER!

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MF 110343
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T. VERNE DWYER
OIL & GAS INVESTMENTS
508 WEST WALL, SUITE 403
MIDLAND, TEXAS 79701

OFFICE
(432) 684-7933

FAX
(432) 684-4032

Drew

August 14, 2009

Certified, Return Receipt Requested

Commissioner of the
Texas General Land Office
1700 North Congress Avenue
Room 640
Austin, Texas 78701

Attn: Mr. Drew Reid

RE: Request for Approval of Oil and Gas Lease Dated June 17, 2009, Between the State of Texas, Acting By and Through Its Agent, John Cole Armstrong and Wife, Elizabeth Bass Armstrong, as Lessor, and T. Verne Dwyer, as Lessee, Covering All of Sections 40, 42 and 44, Block 60, Township 1, T&P RR Company Survey, and All of Section 6, Block 60, Township 2, T&P RR Company Survey, Culberson County, Texas (Mineral Classified Lands)

Dear Drew:

For your review, enclosed please find a certified copy of the referenced Oil and Gas Lease, said lease being recorded in Volume 99, Page 322 of the Oil and Gas Records of Culberson County, Texas. The specific information required by your office is set forth below:

1) The Lessor shown above is the owner of 8/8 interest under the lands included in the lease.

2) The bonus paid for the lease is $100.00 per net acre.

3) The lease provides for a primary term of five (5) years, with the fourth year rental being $35.00 per net mineral acre and the fifth year rental being $1.00 per net mineral acre (refer to Exhibit "A" attached to the lease).

4) The paid-up rental is $1.00 per net mineral acre per year for the second and third years, as set forth on Exhibit "A" attached to the lease.

5) The royalty is 25%.

As required, you will also find enclosed the following checks:

- T. Verne Dwyer's check number 12046 dated August 14, 2009, in the amount of $138,846.50, payable to the Texas General Land Office, representing the GLO's share of the lease bonus (2,722.5 net acres x $100.00 per acre = $272,250.00 x 50% = $136,125.00) and paid-up rentals for the second and third years (2,722.5 net acres x $1.00 per acre x 2 years = $5,445.00 x 50% = $2,722.50).

- T. Verne Dwyer's check number 12047 dated August 14, 2009, in the amount of $100.00, payable to the Texas General Land Office for the processing fee.

- T. Verne Dwyer's check number 12048 dated August 14, 2009, in the amount of $25.00, payable to the Texas General Land Office for the filing fee.

After this lease has been approved by the GLO, please forward a letter to this office showing the mineral file number for the lease.

Thank you for your consideration in this regard. Should you need additional information, or if there are questions concerning this matter, please do not hesitate to call me at (432) 684-7933.

Very truly yours,

T. Verne Dwyer

:jws
Enclosures

09018312

T. VERNE DWYER 11/99
PH. 432-684-7933
508 W. WALL, SUITE 403
MIDLAND, TX 79701-5093

3301078

12048
88-737/1163

P.O. BOX 61250
MIDLAND, TEXAS 79711
www.wnbonline.com

WNB WESTERN NATIONAL BANK

DATE August 14, 2009

PAY TO THE ORDER OF TEXAS GENERAL LAND OFFICE $ 25.00

Twenty-Five and No/100 - DOLLARS

Security Features Details on Back

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)

Filing Fee for Oil and Gas Lease Dated 6/17/09 Covering 2,722.5 Acres in Culberson County, Texas

⑈012048⑈ [redacted] [redacted]

MP

T. VERNE DWYER 11/99
PH. 432-684-7933
508 W. WALL, SUITE 403
MIDLAND, TX 79701-5093

3301051

09018313

12047
88-737/1163

P.O. BOX 61250
MIDLAND, TEXAS 79711
www.wnbonline.com

WNB WESTERN NATIONAL BANK

DATE August 14, 2009

PAY TO THE ORDER OF TEXAS GENERAL LAND OFFICE $ 100.00

One Hundred and No/100 - DOLLARS

Security Features Details on Back

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)

Processing Fee for Oil and Gas Lease Dated 6/17/09 Covering 2,722.5 Acres in Culberson County, TX

⑈012047⑈ [redacted] [redacted]

MP

T. VERNE DWYER 11/99
PH. 432-684-7933
508 W. WALL, SUITE 403
MIDLAND, TX 79701-5093

09018314

12046
88-737/1163

P.O. BOX 61250
MIDLAND, TEXAS 79711
www.wnbonline.com

WNB WESTERN NATIONAL BANK

DATE August 14, 2009

PAY TO THE ORDER OF TEXAS GENERAL LAND OFFICE $ 138,847.50

One Hundred Thirty-Eight Thousand Eight Hundred Forty-Seven and 50/100 DOLLARS

Security Features Details on Back

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)

Bonus and Paid-Up Rentals for Oil and Gas Lease Dated 6/17/09 Covering 2,722.5 Acres in Culberson County, TX

⑈012046⑈ [redacted] [redacted]

MP

File No. MF110343

Letter, bonus, + fees

Date Filed: 3/18/09

Jerry Patterson, Commissioner

By

164661

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

The State of Texas

Austin, Texas

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: 8-11-09
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Dana C. Urias DEPUTY

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 17th day of June, 2009, between the State of Texas, acting by and through its agent, JOHN COLE ARMSTRONG AND WIFE, ELIZABETH BASS ARMSTRONG

of P. O. Box 1064, Pecos, Texas 79772
(Give Permanent Address)

said agent herein referred to as the owner of the soil (whether one or more), and T. VERNE DWYER

of 508 West Wall, Suite 403, Midland, Texas 79701 hereinafter called Lessee.
(Give Permanent Address)

1. GRANTING CLAUSE. For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Culberson County, State of Texas, to-wit:

BLOCK 60, TOWNSHIP 1, T&P RR COMPANY SURVEY
SECTION 40: ALL, CONTAINING 676.7 ACRES, MORE OR LESS
SECTION 42: ALL, CONTAINING 679.0 ACRES, MORE OR LESS
SECTION 44: ALL, CONTAINING 682.8 ACRES, MORE OR LESS

BLOCK 60, TOWNSHIP 2, T&P RR COMPANY SURVEY
SECTION 6: ALL, CONTAINING 684.0 ACRES, MORE OR LESS

containing 2,722.5 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: One Hundred Thirty-Six Thousand One Hundred Twenty-Five and No/100
Dollars ($136,125.00)

To the owner of the soil: One Hundred Thirty-Six Thousand One Hundred Twenty-Five and No/100
Dollars ($136,125.00)

Total bonus consideration: Two Hundred Seventy-Two Thousand Two Hundred Fifty and No/100
Dollars ($272,250.00)

The total bonus consideration paid represents a bonus of One Hundred and No/100
Dollars ($100.00) per acre, on 2,722.5 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of **five (5)** years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the _____ _____ Bank, at _____, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: **REFER TO EXHIBIT "A" ATTACHED HERETO**

Dollars ($_____)

To the State of Texas: _____

Dollars ($_____)

Total Delay Rental: _____

Dollars ($_____)

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

4. PRODUCTION ROYALTIES. Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:

(A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be **25%** part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived, in writing, by the royalty owners upon such terms and conditions as they prescribe.

(B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be **25%** part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be **25%** part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent *(50%)* or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: 8-11-09
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Dina C Urias DEPUTY

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry," or any other gas, by fractionating, burning or any other processing shall be **25%** part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar ($1.00) per acre.

6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.

7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.

8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or $25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or $25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin to accrue when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
ATTESTED: 3-11-09
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Dana C. Urias DEPUTY

expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

11. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.

12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.

13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than $1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar ($1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for ~~four more successive~~ periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year. **REFER TO PROVISION NO. 41 ON EXHIBIT "B" ATTACHED TO AND MADE A PART OF THIS OIL AND GAS LEASE.**

15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

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CULBERSON COUNTY, TEXAS
BY Dina C. Urias DEPUTY

16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.154, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and rights-of-way for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.

(B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.

17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.

18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.

20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

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(B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterflood operations without the prior consent of the owner of the soil.

22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.

23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.

24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.

25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.

26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

(B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

(1) a nominee of the owner of the soil;
(2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
(3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
(4) a principal stockholder or employee of the corporation which is the owner of the soil;
(5) a partner or employee in a partnership which is the owner of the soil;
(6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
(7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.

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CULBERSON COUNTY, TEXAS
BY Dina C. Urias DEPUTY

29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.

30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.

31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.

32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chap. 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND\OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

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LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Dina C. Urias DEPUTY

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

REFER TO EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS NO. 40 AND 41

LESSEE: T. VERNE DWYER

BY: T. Verne Dwyer
T. VERNE DWYER

Date: 7-15-09

STATE OF TEXAS, ACTING BY AND THROUGH
ITS AGENT, JOHN COLE ARMSTRONG AND WIFE,
ELIZABETH BASS ARMSTRONG

John Cole Armstrong
JOHN COLE ARMSTRONG

Date: 6-29-09

Elizabeth Bass Armstrong
ELIZABETH BASS ARMSTRONG

Date: 29 June 2009

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: 8-11-09
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Dana C. Urias DEPUTY

STATE OF TEXAS }

COUNTY OF MIDLAND }

This instrument was acknowledged before me on the 15th day of July, 2009, by **T. VERNE DWYER.**

My Commission Expires:

7-12-2011

Judy Shephard

Notary Public, State of Texas

JUDY SHEPHARD
Notary Public
STATE OF TEXAS
My Commission
Expires 07/12/2011

STATE OF TEXAS }

COUNTY OF ~~REEVES~~ REEVES }

This instrument was acknowledged before me on the 29th day of June, 2009, by **JOHN COLE ARMSTRONG AND ELIZABETH BASS ARMSTRONG, HUSBAND AND WIFE.**

My Commission Expires:

12-7-2011

Robin Prewit

Notary Public, State of Texas

ROBIN PREWIT
Notary Public
STATE OF TEXAS
Commission expires: 12/07/2011

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: 8-11-09
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Dana C. Urias DEPUTY

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 17, 2009, between the **State of Texas, acting by and through its agent, John Cole Armstrong and wife, Elizabeth Bass Armstrong,** as Lessor, and **T. Verne Dwyer,** as Lessee, covering 2,722.5 acres of land in Culberson County, Texas.

A. Second and Third Year Rentals

Notwithstanding anything herein to the contrary, this is a paid-up lease as to the following rentals which are due for the second and third years, Lessee having paid in advance these delay rentals accruing or payable by Lessee under this lease. Lessor hereby acknowledges receipt of payment in advance of delay rentals for the second and third years in the following amounts, which represent delay rentals in the amount of One Dollar ($1.00) per net mineral acre covered by the lease for the second and third years of the primary term:

To the State of Texas:	**Two Thousand Seven Hundred Twenty-Two and 50/100 Dollars ($2,722.50)**
To the Owner of the Soil:	**Two Thousand Seven Hundred Twenty-Two and 50/100 Dollars ($2,722.50)**
Total Paid-Up Rentals for the Second and Third Years:	**Five Thousand Four Hundred Forty-Five and No/100 Dollars ($5,445.00)**

B. Fourth Year Rentals

A delay rental payment in the amount of Thirty-Five Dollars ($35.00) per net mineral acre covered by the lease shall be due and payable to Lessor on or before June 17, 2012, for the fourth year rental, in the following amounts:

To the State of Texas:	**Forty-Seven Thousand Six Hundred Forty-Three and 75/100 Dollars ($47,643.75)**
To the Owner of the Soil:	**Forty-Seven Thousand Six Hundred Forty-Three and 75/100 Dollars ($47,643.75)**
Total Rentals Due for the Fourth Year:	**Ninety-Five Thousand Two Hundred Eighty-Seven and 50/100 Dollars ($95,287.50)**

C. Fifth Year Rentals

A delay rental payment in the amount of One Dollar ($1.00) per net mineral acre covered by the lease shall be due and payable to Lessor on or before June 17, 2013, for the fifth year rental, in the following amounts:

To the State of Texas:	**One Thousand Three Hundred Sixty-One and 25/100 Dollars ($1,361.25)**
To the Owner of the Soil:	**One Thousand Three Hundred Sixty-One and 25/100 Dollars ($1,361.25)**
Total Rentals Due for the Fifth Year:	**Two Thousand Seven Hundred Twenty-Two and 50/100 Dollars ($2,722.50)**

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: 8-11-09
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Dina C. Urias DEPUTY

EXHIBIT "B"

Attached to and made a part of that certain Oil and Gas Lease dated June 17, 2009, between the **State of Texas, acting by and through its agent, John Cole Armstrong and wife, Elizabeth Bass Armstrong,** as Lessor, and **T. Verne Dwyer,** as Lessee, covering 2,722.5 acres of land in Culberson County, Texas.

40. If at the expiration of the primary term hereof, Lessee has drilled and completed a well either as a dry hole or as a producer, or Lessee is then drilling a test well thereon, this lease shall be and continue to remain in full force and effect for an additional period of time equal to the greater of (a) one hundred eighty (180) days after the expiration of the primary term, or (b) one hundred eighty (180) days from the date the last well commenced during the primary term of this lease is completed, and if a well is commenced prior to the expiration of said additional period of time, for so long thereafter as Lessee conducts a continuous drilling program on the lands covered by this lease with no more than one hundred eighty (180) consecutive days elapsing between the completion of one well and the commencement of operations for the drilling or reworking of the next succeeding well. Upon the cessation of any such continuous drilling program, or if no such program has been implemented, Lessee shall release to Lessor all of the above described lands covered by this lease which are not then within a proration unit containing a well capable of producing oil or gas as designated or authorized by the Railroad Commission of Texas or its successor. Lessee shall release to Lessor all of those parts of the lands covered by this lease which are not then being held by production under the terms hereof. In other words, it is the intention of the parties hereto that after the termination of the continuous drilling program provided in this paragraph, that Lessee only hold this lease, insofar as each producing proration unit is concerned. The "completion date" of any well hereunder is hereby defined as the date of taking the official potential test for the Railroad Commission of Texas, or the date of plugging if the well is a dry hole.

41. Payment of shut-in royalties as provided for in said provision #14 shall not maintain this lease in force for a cumulative period exceeding three (3) years.

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: 8-11-09
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Ana C. Urias DEPUTY

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF CULBERSON

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the OIL & GAS Records of my office, found in VOL 96 PAGE 322-332

I hereby certified on 8 11 09

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY [signature] DEPUTY

File No. MF 110343

Lease

Date Filed: 8/6/09

Jerry Patterson, Commissioner

By [signature]

2.

8-13-09

RAL REVIEW SHEET

Transaction # 6547 **Geologist:** R. Widmayer

Lessor: Armstrong, John Cole and wife Elizabeth Bass Armstrong **Lease Date:** 6/17/2009 **UL** ☐

Lessee: T. Verne Dwyer **Gross Acres:** 2722.5

Net Acres: 2722.5

LEASE DESCRIPTION

County	PIN#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
CULBERSON	07-034247	100740	ALL	40	60	01S	T & P RY CO	1254
CULBERSON	07-034256	119338	ALL	42	60	01S	T & P RY CO	3997
CULBERSON	07-034265	100741	ALL	44	60	01S	T & P RY CO	1255
"	07-034406	100736	"	6	"	2	"	1250

TERMS OFFERED

Primary Term:	5 years
Bonus/Acre:	$100.00
Rental/Acre:	$1.00
Royalty:	1/4

TERMS RECOMMENDED

Primary Term	5 years
Bonus/Acre	$100.00
Rental/Acre	$1.00
Royalty	1/4

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
MF104746	McCabe Petroleum Corporation	1/20/2005	5 years	$36.00	$1.00	18.25%	Last Lease

Comments: Rentals for 2nd & 3rd years $1.00, 4th year is $35.00 and 5th year is $1.00. Paid up rentals for 2nd & 3rd years.

Approved: PAB 9.21.09

Monday, September 21, 2009

RELINQUISHMENT ACT LEASE APPLICATION

M-110343

Texas General Land Office — Jerry Patterson, Commissioner

TO: Jerry Patterson, Commissioner
Larry Laine, Chief Clerk
Bill Warnick, General Counsel
Louis Renaud, Deputy Commissioner

DATE: 21-Sep-09

FROM: Robert Hatter, Director of Mineral Leasing
Peter Boone, Chief Geologist

Applicant:	T. Verne Dwyer	County:	CULBERSON
Prim. Term:	5 years	Bonus/Acre	$100.00
Royalty:	1/4	Rental/Acre	$1.00

Consideration

Recommended: PATS Date: 9.21.09

Not Recommended: _____

Comments: Rentals for 2nd & 3rd years $1.00, 4th year is $35.00 and 5th year is $1.00. Paid up rentals for 2nd & 3rd years.

Lease Form

Recommended: RSH Date: 9/22/09

Not Recommended: _____

Comments:

Louis Renaud, Deputy Commissioner Date: 10/2/09

Recommended: CCR

Not Recommended: _____

Bill Warnick, General Counsel Date: 10/6/09

Recommended: WFW

Not Recommended: _____

Larry Laine, Chief Clerk Date: 10/7/09

Approved: _____

Not Approved: _____

Jerry Patterson, Commissioner Date: 12 Oct 09

Approved: _____

Not Approved: _____

3.

File No. MF 110343

Staff Review

Date Filed: 9/24/09

Jerry Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

October 2, 2009

T. Verne Dwyer
508 West Wall, Suite 403
Midland, Texas 79701

Re: Relinquishment Act Lease - **MF-110343**
2,722.5 ac. being all of Sections 40, 42, & 44 in Blk. 60, T-1
and Sec. 6 in Blk. 60, T-2 in Culberson County, Texas (Armstrong Lease)

Dear Mr. Dwyer:

The certified copy of the Relinquishment Act lease covering the above referenced tracts has been approved and filed in our records under Mineral File number **MF-110343. Please refer to this number when making payments to the State and in all future correspondence concerning the lease. Failure to include the mineral file number may delay processing of any payments towards the lease.**

Your remittance of **$138,972.50** has been applied to the State's portion of the cash bonus **($136,125.00),** the paid up rentals for the 2nd & 3rd years **($2,722.50)**, the processing fee **($100.00)** and the filling fee's **($25.00)**. Please let me know if you have any questions.

Sincerely,

Drew Reid
Minerals Leasing
Energy Resources
(512) 475-1534

4.

File No. MF110343

Ltr to Cotter

Date Filed: 10/2/09

Jerry Patterson, Commissioner

By

MF 111365

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
712388	Mar 29, 2011	* 08
API NUMBER	FORM W-1 RECEIVED	COUNTY
42-109-32382	Mar 18, 2011	CULBERSON
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Horizontal	641
OPERATOR: MANHATTAN PETROLEUM, INC. 524391		NOTICE: This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. **District Office Telephone No:** (432) 684-5581
LEASE NAME: AT LAND 6		WELL NUMBER: 1H
LOCATION: 55 miles NE direction from VAN HORN		TOTAL DEPTH: 13500

Section, Block and/or Survey

SECTION 6 BLOCK 52 ABSTRACT 6439

SURVEY PSL / CALDWELL, C M

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
194 ft. NORTH 983 ft. WEST	50 ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
194 ft. NORTH 983 ft. WEST	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **

CASE NO. 0269933

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** WILDCAT	641.00	13,500	1H	08
AT LAND 6	50		0	

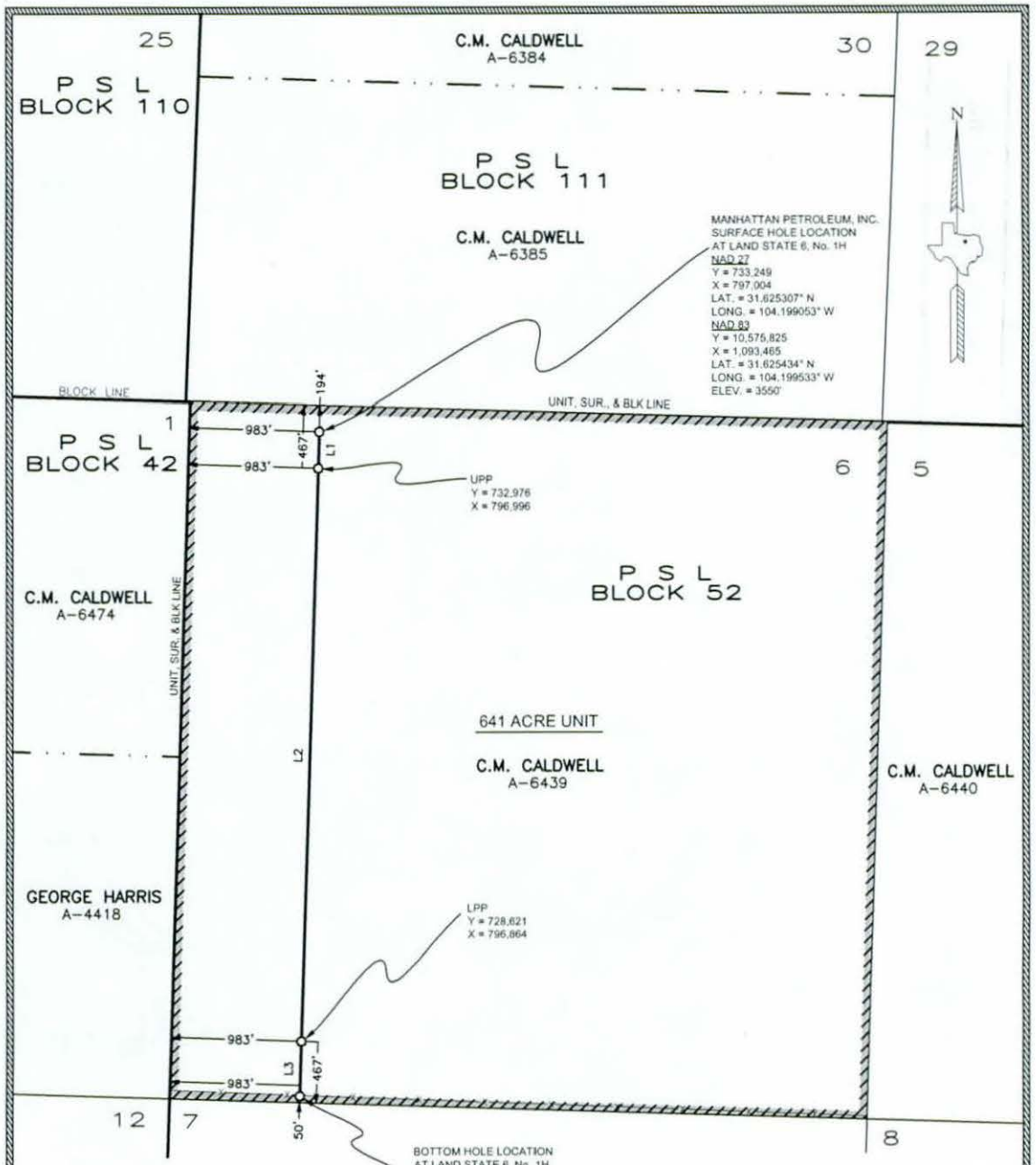
WELLBORE PROFILE(s) FOR FIELD: Horizontal

RESTRICTIONS: This is a hydrogen sulfide field. This well shall be drilled in accordance with SWR 36.
Lateral: TH1
Penetration Point Location
Lease Lines: 467.0 F NORTH L
983.0 F WEST L
Terminus Location
Lease Lines: 50.0 F SOUTH L
983.0 F WEST L
Survey Lines: 50.0 F SOUTH L
983.0 F WEST L

'**' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.



LINE	BEARING	DISTANCE
L1	S 01°43'51" W	273.46'
L2	S 01°43'51" W	4356.40'
L3	S 01°43'51" W	417.00'

NOTE: LOCATION IS LOCATED ON THE NORTH PORTION OF THE "TWO MILL DRAW EAST" QUADRANGLE TOPOGRAPHIC MAP

500 0 500 1000 1500 2000 2500 3000

SCALE: 1" = 1000 FEET

SURVEYOR NOTES:

1. COORDINATES SHOWN ARE BASED ON TEXAS COORDINATE SYSTEM OF 1927, TEXAS CENTRAL ZONE & ARE BASED ON MONUMENT "ROUND" (Y = 677,815.579, X = 892,606.635)
2. LATITUDE & LONGITUDE ARE NAD 27 GEOGRAPHIC.
3. ALL LEASE & TRACT INFORMATION SHOWN HEREON IS DONE SO BY LIMITED DEED RECORD INFORMATION ONLY. ALL ACREAGES SHOWN ARE BY DEED AND LEASE CALL, EXCEPT WHERE NOTED.

THIS IS NOT IN ANY WAY A "BOUNDARY SURVEY".

I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION BASED ON INFORMATION PROVIDED BY THE CLIENT.

ALLEN W. PELOQUIN
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 5998

STATE OF TEXAS · REGISTERED · ALLEN W. PELOQUIN · 5998 · PROFESSIONAL · LAND SURVEYOR

PLAT OF:

A PROPOSED WELL LOCATION FOR:

MANHATTAN PETROLEUM, INC.

AT LAND STATE 6, No. 1H

SITUATED IN SECTION 6, BLOCK 52, PUBLIC SCHOOL LAND, LOCATED APPROXIMATELY 55 MILES NORTHEAST OF VAN HORN IN CULBERSON COUNTY, TEXAS

Completion Date:	03/16/11	File Name:	1103030.DWG
Scale:	1" = 1000'	Surveyed by:	LJ
Drawn by:	AP/JK	Checked by:	AP

FRONTIER
SURVEYING COMPANY
3108 W. 6th STREET, FORT WORTH, TEXAS 76107
PH: (817) 560 - 4500 FAX: (817) 289 - 3530
Copyright © 2010 All Rights Reserved

PLOT DATE: 03-23-11 9:21 AM

JOB #: 1103030

File No. MF - 111365

Permit to Drill for

42 - 109 - 32382

Date Filed: 3-29-2011

Jerry E. Patterson, Commissioner

By

Posted 5/17/2011

devon

MF
110343

Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

Linda.Howard2@dvn.com

405 235 3611 Main #
www.devonenergy.com
405 552-3337 Direct
405 552-1309 Fax

April 4, 2011

Mr. Drew Reid
State of Texas-General Land Office
Stephen F. Austin Bldg.
1700 N. Congress
Austin, TX 78701

John Cole Armstrong
P. O. Box 1064
Pecos, TX 79772

RE: J&S Armstrong State 60-2-6
Sec. 6, Blk 60, T2S, T&P RR Co Survey, A-1250
Culberson County, TX

Gentlemen,

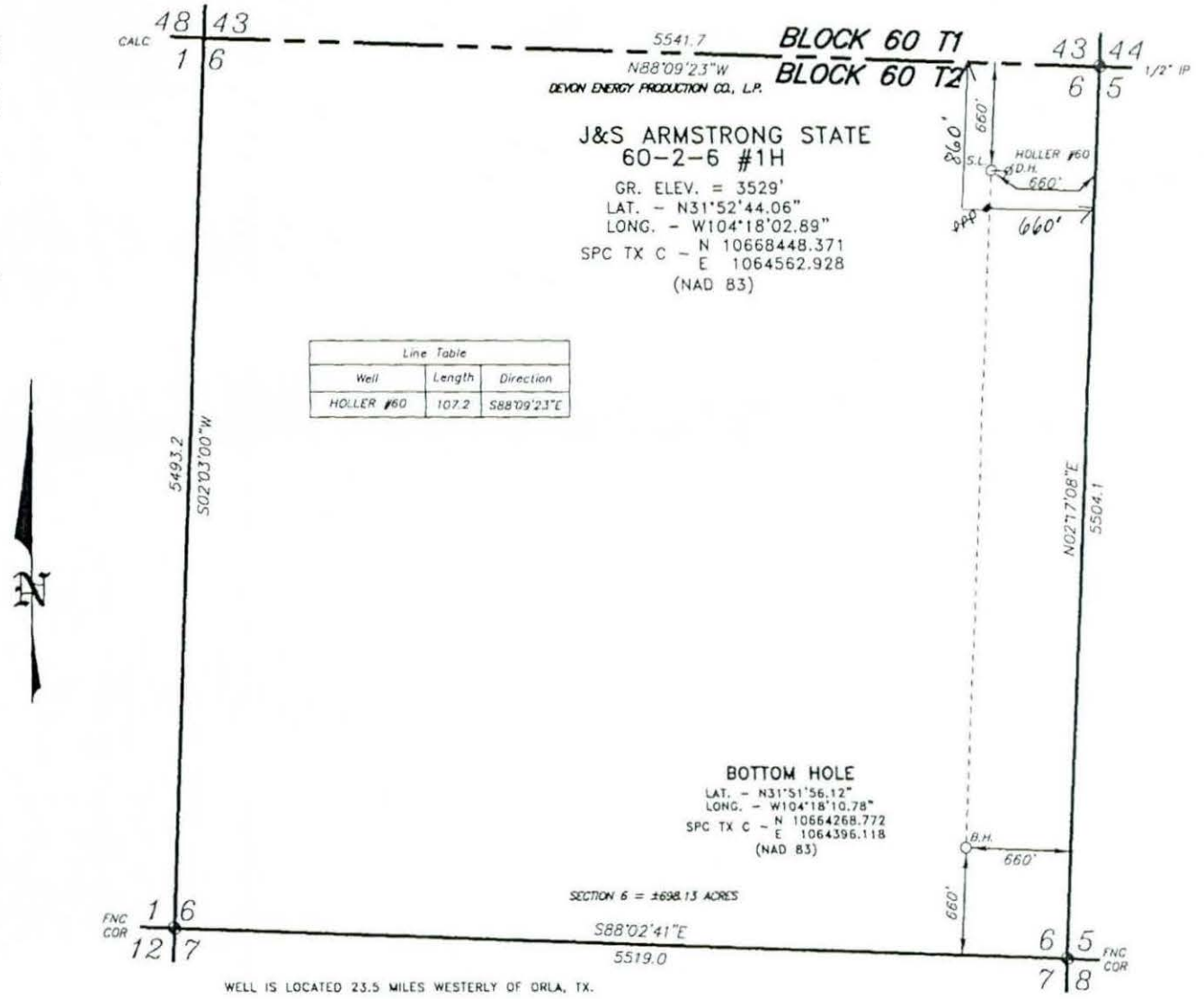
Please find enclosed Topographic staking plat and W-1 Drilling Permit on the referenced wells for your file. This well is on the rig schedule and will be spud this week. We will keep you informed of our progress and if you have any questions, do not hesitate to contact me.

Sincerely,

Linda Howard
Sr. Staff Land Technician
Western Division

Enclosures

SECTION 6, BLOCK 60, TOWNSHIP 2, T&P RR CO SURVEY,
CULBERSON COUNTY, TEXAS.



WELL IS LOCATED 23.5 MILES WESTERLY OF ORLA, TX.

1. SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.
2. COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.
3. SURVEY IS NOT A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

STATE OF NEW MEXICO
GARY L. JONES
5074
PROFESSIONAL LAND SURVEYOR

GARY L. JONES, N.M.P.S. No. 7977
TEXAS L.S. No. 5074

1000 0 1000 2000 FEET

BASIN SURVEYS P.O. BOX 1786 - HOBBS, NEW MEXICO

DEVON ENERGY PRODUCTION CO., L.P.

REF: J&S ARMSTRONG STATE 60-2-6 #1H / WELL PAD TOPO

THE J&S ARMSTRONG STATE 60-2-6 #1H LOCATED 660' FROM THE NORTH LINE AND 660' FROM THE EAST LINE, SECTION 6, BLOCK 60, TOWNSHIP 2, T&P RR CO SURVEY, CULBERSON COUNTY, TEXAS.

W.O. Number: 23664	Drawn By: J. M. SMALL		
Date: 11-16-2010	Disk: 23664	Survey Date: 11-04-2010	Sheet 1 of 1 Sheets

API No. 42-109-32383
Drilling Permit # 712564
SWR Exception Case/Docket No.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

FORM W-1 07/2004

Permit Status: Approved

1. RRC Operator No.	2. Operator's Name (as shown on form P-5, Organization Report)	3. Operator Address (include street, city, state, zip)
216378	DEVON ENERGY PRODUCTION CO, L.P.	

4. Lease Name	5. Well No.
J & S ARMSTRONG STATE 60-2-6	1H

GENERAL INFORMATION

6. Purpose of filing (mark ALL appropriate boxes): [X] New Drill [ ] Recompletion [ ] Reclass [ ] Field Transfer [ ] Re-Enter [ ] Amended [ ] Amended as Drilled (BHL) (Also File Form W-1D)

7. Wellbore Profile (mark ALL appropriate boxes): [ ] Vertical [X] Horizontal (Also File Form W-1H) [ ] Directional (Also File Form W-1D) [ ] Sidetrack

8. Total Depth	9. Do you have the right to develop the minerals under any right-of-way ?	10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)?
11500	[X] Yes [ ] No	[ ] Yes [X] No

SURFACE LOCATION AND ACREAGE INFORMATION

11. RRC District No.	12. County	13. Surface Location
08	CULBERSON	[X] Land [ ] Bay/Estuary [ ] Inland Waterway [ ] Offshore

14. This well is to be located 23.5 miles in a W direction from Orla which is the nearest town in the county of the well site.

15. Section	16. Block	17. Survey	18. Abstract No.	19. Distance to nearest lease line:	20. Number of contiguous acres in lease, pooled unit, or unitized tract:
6	60 T2S	T&P RR CO / HERBERT, W P	A-1250	660 ft.	698.13

21. Lease Perpendiculars: 660 ft from the NORTH line and 660 ft from the EAST line.

22. Survey Perpendiculars: 660 ft from the NORTH line and 660 ft from the EAST line.

23. Is this a pooled unit?	24. Unitization Docket No.	25. Are you applying for Substandard Acreage Field?
[ ] Yes [X] No		[ ] Yes (attach Form W-1A) [X] No

FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.

26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
08	00018001	WILDCAT	Oil or Gas Well	11150	0.00	1

BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)

Remarks

Certificate:

I certify that information stated in this application is true and complete, to the best of my knowledge.

Teresa Forgue, Sr. Regulatory Specialist — Name of filer

Mar 22, 2011 — Date submitted

(405)5524597 — Phone

teresa.forgue@dvn.com — E-mail Address (OPTIONAL)

RRC Use Only Data Validation Time Stamp: Mar 24, 2011 1:46 PM('As Approved' Version)

Permit Status:	Approved

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Form W-1H 07/2004
Supplemental Horizontal Well Information

Permit #	712564
Approved Date:	Mar 24, 2011

1. RRC Operator No.	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. Well No.
216378	DEVON ENERGY PRODUCTION CO, L.P.	J & S ARMSTRONG STATE 60-2-6	1H

Lateral Drainhole Location Information

5. Field as shown on Form W-1: WILDCAT (Field # 00018001, RRC District 08)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
6	60 T2S	T&P RR CO / HERBERT, W P	1250	CULBERSON

11. Terminus Lease Line Perpendiculars
660 ft. from the South line, and 660 ft. from the East line

12. Terminus Survey Line Perpendiculars
660 ft. from the South line, and 660 ft. from the East line

13. Penetration Point Lease Line Perpendiculars
860 ft. from the North line, and 660 ft. from the East line

(5.)

: No. MF- 110343 ✓

Drilling Permit for

42-109-32383

e F ed: 4-7-2011

Je y E Patterson, Commissioner

Posted 5/17/2011

CHECKS0010032999559892

9-19-11

Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-228-4800

12700758

DATE 9/12/11

021604 NO. 0002017496

YOUR REFERENCE	OUR REFERENCE		NET AMOUNT
REQ00000000000069918	11/09/347130	RODS FOR ACCESS ROAD 50% OF 32RODS@$15 BEING $240.00 M-110347 156	240.00
		TOTAL AMOUNT	240.00

2344696

Standard Register
SECURE

021604

9·19·11

devon

Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260

TEXAS GENERAL LAND OFFICE
P O BOX 12873
AUSTIN TX 78711 2873

9-19-11

GRAY Surface Specialties

3106 N. Big Spring, Suite 100
Midland, TX 79705
Tel: (432) 685-9158
Fax: (432) 218-7396
Cell: (432) 288-2133

"LETTER RECEIPT"

September 13, 2011

Texas General Land Office
c/o Ned Polk
1700 North Congress
Austin, TX 78701

RE: J & S Armstrong State 60-2-6 #1H
Section 6, Blk 60, T-2, T & P RR Co. Survey, Culberson County, Texas

Dear Mr. Polk,

Please find enclosed **Devon Energy Production Company, L.P. Check #0002017496** in the amount of Two Hundred Forty and no/100 Dollars ($240.00) as payment in full for the following:

1) **$240.00** - Payment in full for 50% of 32 rods (528 ft) @$15.00 per rod for an access road to the J&S Armstrong State 60-2-6 #1H, with said access road being located in Section 6, Blk 60, T-2, T & P RR Co. Survey, Culberson County, Texas

Please acknowledge your receipt of the check as your acceptance and payment in full for the above described matter and your release of **Devon Energy Production Company, L.P.**, and the other working interest owners (including their officers, employees, agents and contractors) for all damages arising from or associated with such matters by signing below. Please return one original to the undersigned in the enclosed, stamped and self-addressed envelope.

Thank you in advance for your timely response.

Sincerely,

Ty Glover
Agent on behalf of Devon

Enclosure

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2011

By: _____
Ned Polk

Title: Director of Uplands Leasing

(6)

File No. M-110343
Surface Damage Payment

Date Filed: 9/19/11
Jerry E. Patterson, Commissioner
By Daryl Morgan

IN PAYMENT OF DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	LEASE NAME	RENTAL PERIOD MO.	RENTAL PERIOD BEGINNING
42-3012735/000	JOHN C ARMSTRONG ET UX AGT ST	00	06-17-2012

ST	COUNTY	RECORDING INFORMATION BOOK	PAGE	REFERENCE	LEASE DATE	CHECK DATE
TX	CULBERSON				06-17-2009	04-19-2012

PROPERTY DESCRIPTION:
AGENCY LEASE NUMBER: MF 110343
IN PAYMENT OF:DELAY RENTAL DIVISION :WESTERN
FOR: FOURTH YEAR RENTAL

PROJECT:PB TEXAS SOUTH
TEXAS & PACIFIC R.R. CO. ABST/ID# 1250 Grantee Twsp 2 Blk
60 Sec 6 QQ ALL

12710463

FOR THE CREDIT OF: PAYMENT

TEXAS GENERAL LAND OFFICE (BA# 35207601) $47,643.75
STEPHEN F AUSTIN BLDG
1700 NORTH CONGRESS AVENUE
AUSTIN TX 78701-0000
ACCT:

COPY

DEPOSIT TO THE CREDIT OF:
TEXAS GENERAL LAND OFFICE
STEPHEN F AUSTIN BLDG
1700 NORTH CONGRESS AVENUE
AUSTIN TX 78701-0000

TOTAL AMOUNT: ****$47,643.75
RENTAL AMOUNT:
BANK CHARGE: $.00

2nd Yr. Rental

(A)
(G)

OWNER NO.: 35207601
TAX I.D.:

CHECK NO.: 10047114
CHECK DATE: 04-19-2012

DETACH STATEMENT BEFORE DEPOSITING

Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

9149506

IN PAYMENT OF DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	LEASE NAME	RENTAL PERIOD MO.	RENTAL PERIOD BEGINNING
42-3012735/000	JOHN C ARMSTRONG ET UX AGT ST	00	06-17-2012

ST	COUNTY	RECORDING INFORMATION BOOK	PAGE	REFERENCE	LEASE DATE	CHECK DATE
TX	CULBERSON	99	322		06-17-2009	04-19-2012

PROPERTY DESCRIPTION:

AGENCY LEASE NUMBER: MF 110343
IN PAYMENT OF:DELAY RENTAL DIVISION :WESTERN
FOR: FOURTH YEAR RENTAL

REMARKS: FOURTH YEAR RENTAL ($35.00) PER NET MINERAL ACRE

RECORDED: Book 99 Page 322 Reception # 64661

TRACT: 1 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES
PROSPECT: AVALON PERMIAN TX 676.700
DISTRICT:PERMIAN
PROJECT:PB TEXAS SOUTH
LEGAL (Part of):TEXAS & PACIFIC R.R. CO. ABST/ID# 1254 Grantee Twsp 1 Blk 60 Sec 40 QQ ALL

TRACT: 2 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES
PROSPECT: AVALON PERMIAN TX 679.000
DISTRICT:PERMIAN
PROJECT:PB TEXAS SOUTH
TEXAS & PACIFIC R.R. CO. ABST/ID# 3997 Grantee Twsp 1 Blk 60 Sec 42 QQ ALL

TRACT: 3 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES
PROSPECT: AVALON PERMIAN TX 682.800
DISTRICT:PERMIAN
PROJECT:PB TEXAS SOUTH
TEXAS & PACIFIC R.R. CO. ABST/ID# 1255 Grantee Twsp 1 Blk 60 Sec 44 QQ ALL

TRACT: 4 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES
PROSPECT: AVALON PERMIAN TX 684.000
DISTRICT:PERMIAN

DEPOSIT TO THE CREDIT OF:

TEXAS GENERAL LAND OFFICE
STEPHEN F AUSTIN BLDG
1700 NORTH CONGRESS AVENUE
AUSTIN TX 78701-0000

TOTAL AMOUNT: **********$.00

RENTAL AMOUNT:

BANK CHARGE:

OWNER NO.:

TAX I.D.:

CHECK NO.: 10047113

CHECK DATE: 04-19-2012

DETACH STATEMENT BEFORE DEPOSITING

Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

9149507

SECURE

Standard Register

SECURE

IN PAYMENT OF DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	LEASE NAME	RENTAL PERIOD MO.	RENTAL PERIOD BEGINNING
42-3012735/000	JOHN C ARMSTRONG ET UX AGT ST	00	06-17-2012

ST	COUNTY	RECORDING INFORMATION BOOK	PAGE	REFERENCE	LEASE DATE	CHECK DATE
TX	CULBERSON	99	322		06-17-2009	04-19-2012

PROPERTY DESCRIPTION:

AGENCY LEASE NUMBER: MF 110343
IN PAYMENT OF:DELAY RENTAL DIVISION :WESTERN
FOR: FOURTH YEAR RENTAL

REMARKS: FOURTH YEAR RENTAL ($35.00) PER NET MINERAL ACRE

RECORDED: Book 99 Page 322 Reception # 64661

TRACT: 1 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES 676.700
PROSPECT: AVALON PERMIAN TX
DISTRICT:PERMIAN
PROJECT:PB TEXAS SOUTH
LEGAL (Part of):TEXAS & PACIFIC R.R. CO. ABST/ID# 1254 Grantee Twsp 1 Blk 60 Sec 40 QQ ALL

TRACT: 2 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES 679.000
PROSPECT: AVALON PERMIAN TX
DISTRICT:PERMIAN
PROJECT:PB TEXAS SOUTH
TEXAS & PACIFIC R.R. CO. ABST/ID# 3997 Grantee Twsp 1 Blk 60 Sec 42 QQ ALL

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PROSPECT: AVALON PERMIAN TX
DISTRICT:PERMIAN
PROJECT:PB TEXAS SOUTH
TEXAS & PACIFIC R.R. CO. ABST/ID# 1255 Grantee Twsp 1 Blk 60 Sec 44 QQ ALL

TRACT: 4 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES 684.000
PROSPECT: AVALON PERMIAN TX
DISTRICT:PERMIAN

LEASE IDENTIFIED HERein

DEPOSIT TO THE CREDIT OF:
TEXAS GENERAL LAND OFFICE

TOTAL AMOUNT:

RENTAL AMOUNT:

BANK CHARGE:

OWNER NO.:

TAX I.D.:

CHECK NO.: 10047113

CHECK DATE: 04-19-2012

DETACH STATEMENT BEFORE DEPOSITING

Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO ABOVE LEASE NUMBER

devon

Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

04-19-2012
NO. ***10047113***

RENTAL RECEIPT

PAY THIS AMOUNT
**********$.00

TEXAS GENERAL LAND OFFICE
STEPHEN F AUSTIN BLDG
1700 NORTH CONGRESS AVENUE
AUSTIN TX 78701-0000

PLEASE ACKNOWLEDGE RECEIPT OF PAYMENT
SIGN AND DATE IN THE SPACE PROVIDED BELOW
RETURN RECEIPT IN THE ENCLOSED ENVELOPE

RECEIVED BY: RENTAL PAYMENT

DATE: APR 20 2012

IN PAYMENT OF DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	LEASE NAME	RENTAL PERIOD MO.	RENTAL PERIOD BEGINNING
42-3012735/000	JOHN C ARMSTRONG ET UX AGT ST	00	06-17-2012

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TX	CULBERSON				06-17-2009	04-19-2012

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AGENCY LEASE NUMBER: MF 110343
IN PAYMENT OF:DELAY RENTAL DIVISION :WESTERN
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PROJECT:PB TEXAS SOUTH
TEXAS & PACIFIC R.R. CO. ABST/ID# 1250 Grantee Twsp 2 Blk
60 Sec 6 QQ ALL

FOR THE CREDIT OF: PAYMENT

LEASE IDENTIFIED HEREIN

TEXAS GENERAL LAND OFFICE (BA# 35207601) $47,643.75
STEPHEN F AUSTIN BLDG
1700 NORTH CONGRESS AVENUE
AUSTIN TX 78701-0000
ACCT:

DEPOSIT TO THE CREDIT OF:

TEXAS GENERAL LAND OFFICE
STEPHEN F AUSTIN BLDG
1700 NORTH CONGRESS AVENUE
AUSTIN TX 78701-0000

TOTAL AMOUNT: $47,643.75
RENTAL AMOUNT:
BANK CHARGE: $.00

OWNER NO.: 35207601
TAX I.D.:

CHECK NO.: 10047114
CHECK DATE: 04-19-2012

DETACH STATEMENT BEFORE DEPOSITING

Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO ABOVE LEASE NUMBER

devon

Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

04-19-2012
NO. ***10047114***

RENTAL RECEIPT

PAY THIS AMOUNT
****$47,643.75

TEXAS GENERAL LAND OFFICE
STEPHEN F AUSTIN BLDG
1700 NORTH CONGRESS AVENUE
AUSTIN TX 78701-0000

PLEASE ACKNOWLEDGE RECEIPT OF PAYMENT
SIGN AND DATE IN THE SPACE PROVIDED BELOW
RETURN RECEIPT IN THE ENCLOSED ENVELOPE

RECEIVED BY: RENTAL PAYMENT

DATE: APR 20 2012

(7)

File No. MF 110343
Delay Rental

Date Filed: 4/20/12
Jerry E. Patterson, Comissioner
By EA

P-5013

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995

CIMAREX

Check Number 0004005796

Invoice #	Oblig. Date	Description	Lessor	Net Amount
		RENTAL PAYMENT 5th yr - (P) See breakdown on next page		

13711248

121

030618	Payee	Check Date: 05/16/2013	Check Amount	3,745.40

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995

WELLS FARGO BANK NA

[redacted] 13711248

Present for payment within 180 days.

Payee No.	Check No	Check Date	Check Amount
030618	0004005796	05/16/2013	*********$3,745.40

PAY *Three Thousand Seven Hundred Forty Five Dollars and Forty Cents*

TO THE ORDER OF
COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN TX 78711-2873

Paul Koms
Sherri M. Nitta

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

[redacted]

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX

Check Number 0004005796

Invoice #	Oblig. Date	Description	Lessor	Net Amount

13711248

121

030618	Payee	Check Date: 05/16/2013	Check Amount	3,745.40

CIMAREX

Req # 13711248

Remittance Statement

Vendor COMMISSIONER OF THE G
Vendor Cod 030618
Check Numbe 0004005796
Check Dat 05/16/2013

Invoice #	Invoice Date		Lessor	Net Amount
OBL20130515-12	05/15/2013	COMMISSIONER OF THE GENERAL DELAY RENTAL TX429971013508001 ST OF TX & JOHN COLE ARMSTRONG, ET UX Payee: COMMISSIONER OF THE GENE LAND OFFICE STATE OF TEXA AUSTIN, TX 78711-2873 Payee Tax ID: [redacted] Lease Date: 06/17/2009 Oblig Type: PAY Oblig Due Date: 06/17/2013 Freq: 1 Yea Book 99/Page 372/Registry 64661 Culberson/TX	ST OF TX & JOHN C ARM MF110343	1,361.25
OBL20130515-14	05/15/2013	COMMISSIONER OF THE GENERAL DELAY RENTAL TX429971013509001 ST OF TX & JOHN COLE ARMSTRONG, ET UX Payee: COMMISSIONER OF THE GENE LAND OFFICE STATE OF TEXA AUSTIN, TX 78711-2873 Payee Tax ID: [redacted] Lease Date: 06/17/2009 Oblig Type: PAY Oblig Due Date: 06/17/2013 Freq: 1 Yea Book 99/Page 300/Registry 64659 Culberson/TX	ST OF TX & JOHN C ARM MF110344	1,021.60
OBL20130515-16	05/15/2013	COMMISSIONER OF THE GENERAL DELAY RENTAL TX429971013510001 ST OF TX & JOHN COLE ARMSTRONG, ET UX Payee: COMMISSIONER OF THE GENE LAND OFFICE STATE OF TEXA AUSTIN, TX 78711-2873 Payee Tax ID: [redacted] Lease Date: 06/17/2009 Oblig Type: PAY Oblig Due Date: 06/17/2013 Freq: 1 Yea Book 99/Page 311/Registry 64660 Culberson/TX	ST OF TX & JOHN C ARM MF110345	1,362.55
				3,745.40

CIMAREX

Invoice #	Oblig. Date	Description	Lessor	Net Amount
		See Attached		

RECEIPT

INSTRUCTIONS TO DEPOSITORY: You have been designated as depository for delay rentals due under oil and gas lease held by this Company on lands hereinabove described. This check represents rental payment in advance under such lease and we ask that you credit the proceeds thereof to the parties named, and in the amounts indicated. Should any difficulty of any nature arise with respect to any item shown DO NOT return our check but make the deposit to the credit of the party named in A SPECIAL ACCOUNT IF NECESSARY, and communicate immediately with us explaining the circumstances and further instructions will be given.

The above described check has been received and deposited to the credit of parties named as instructed:

DATE 05/23/2013

BY [signature] for GLO

PLEASE DATE, SIGN AND RETURN

030618	Payee	Check Date: 05/16/2013	Check Amount	3,745.40

0004005796 05/16/2013 3,745.40

Pay Three Thousand Seven Hundred Forty Five Dollars and Forty Cents

COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

NON-NEGOTIABLE

File No. MF110343 (8)

Rental Payment - 5th yr.

Date Filed: 05/23/2013

Jerry E. Patterson, Commissioner

By

2.53.13

CIMAREX

1 · 213

RRC 6

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO.
15 East 5th Street, Suite 1000
Tulsa, OK 74103

Date: 12/28/2012

MF110343

Effective Date: 09/01/2012

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: J&S ARMSTRONG STATE 60-2-6 1H - ENT

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner

COMMISSIONER OF THE GENERAL

Owner Number: 030618

Interest Type: State Interest Interest Type Code: ST1

Decimal Interest: 0.12500000

Property Description

Property: 429971-047.01 J&S ARMSTRONG STATE 60-2-6 1H

Operator: CIMAREX ENERGY CO Location: Culberson,TX

Map Reference Information

Culberson, TX US Survey: T&P RR CO T&P RRBlock: 60Lot: Sec: 6

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO.

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

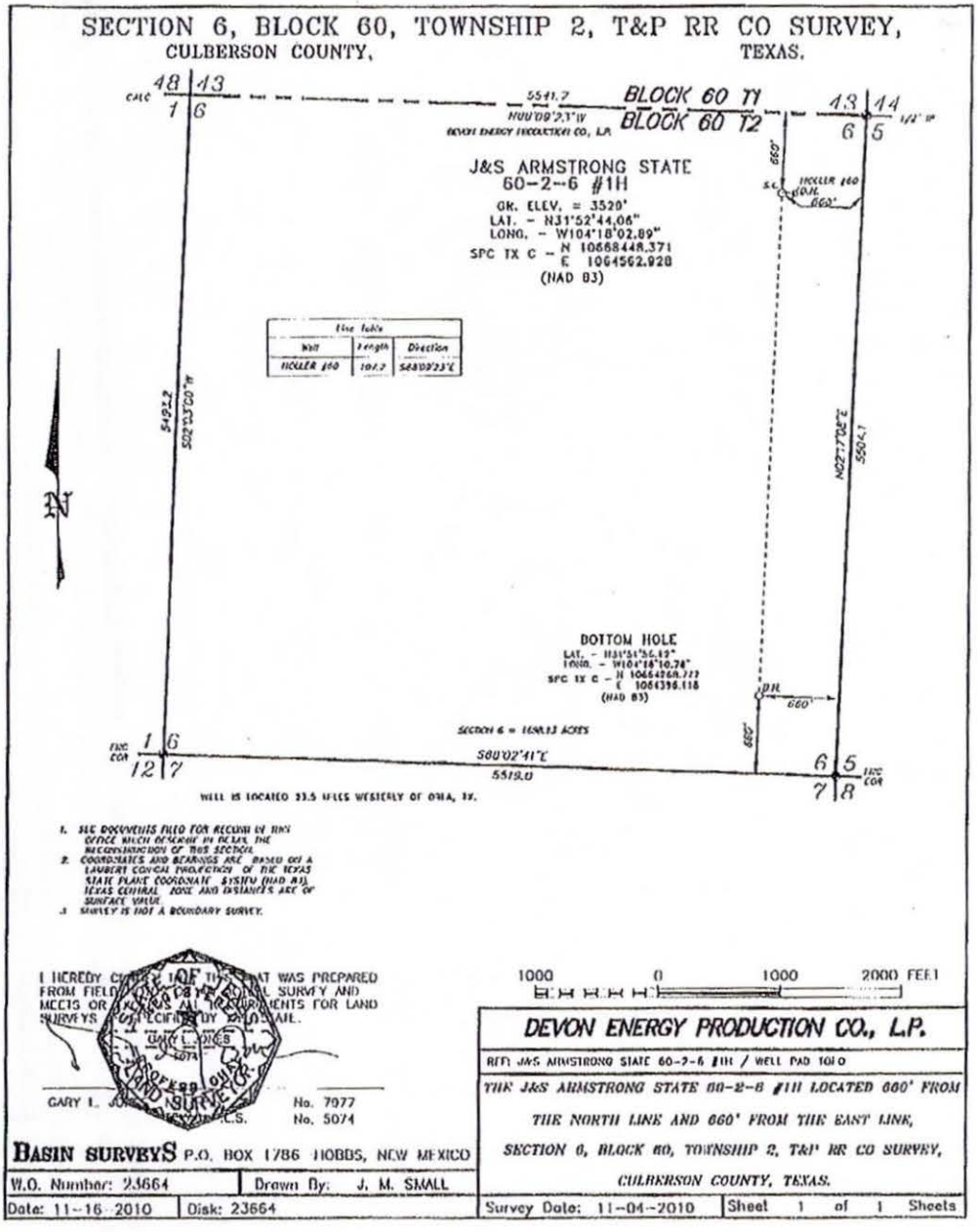
Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

1 · 2 · 13

EXHIBIT A



File No. 110343

DIVISION ORDER

Date Filed: 01/02/13

Jerry E. Patterson, Commissioner

By

RAILROAD COMMISSION OF TEXAS

Oil and Gas Division

Tracking No.: 50039
Status: Approved

This facsimile W-2 was generated electronically from data submitted to the RRC.

API No. 42- 109-32383

7. RRC District No.: 08

8. RRC Lease No.: 43489

Oil Well Potential Test, Completion or Recompletion Report, and Log

1. FIELD NAME (as per RRC Records or Wildcat): FORD, WEST (WOLFCAMP)	2. LEASE NAME: J & S ARMSTRONG STATE 60-2-6
9. Well No.: 1H	
3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report): DEVON ENERGY PRODUCTION CO, L.P.	RRC Operator No.: 216378
10. County of well site: CULBERSON	
4. ADDRESS: 333 W SHERIDAN AVE OKLAHOMA CITY, OK 73102-5015	11. Purpose of filing: Initial Potential [X]; Retest [ ]; Reclass [ ]; Well record only (Explain In remarks) [ ]
5. If Operator has changed within last 60 days, name former operator	
6a. Location (Section, Block, and Survey): 6 , 60 T2S , T&P RR CO / HERBERT, W P , A-1250	6b. Distance and direction to nearest town in this county.: 23.5 MILES W FROM ORLA

12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no. FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil-0 Gas-G	Well #
N/A			

13. Type of electric or other log run	14. Completion or recompletion date
Gamma Ray (MWD)	08/17/2011

SECTION I- POTENTIAL TEST DATA IMPORTANT: Test should be for 24 hours unless otherwise specified infield rules.

15. Date of test	16. No. of hours tested	17. Production method (Flowing, Gas Lift, Jetting, Pumping- Size & Type of pump)	18. Choke size
03/25/2012	24	Flowing	24/64

	Oil - BBLS	Gas - MCF	Water - BBLS	Gas - Oil Ratio	Flowing Tubing Pressure
19. Production during Test Period ▶	133.0	2678	228	20135	1100.0 PSI
	Oil - BBLS	**Gas - MCF**	**Water - BBLS**	**Oil Gravity-API-60°**	**Casing Pressure**
20. Calculated 24-Hour Rate ▶	133.0	2678	228	54.0	1100.0 PSI

21. Was swab used during this test?	22. Oil produced prior to test (New & Reworked wells)	23. Injection Gas-Oil Ratio
Yes [ ] No [X]	2116.0	

REMARKS: N/A

INSTRUCTIONS: File an original and one copy of the completed Form W-2 in the appropriate RRC District Office within 30 days after completing a well and within 10 days after a potential test. If an operator does not properly report the results of a potential test within the 10-day period, the effective date of the allowable assigned to the well will not extend back more than 10 days before the W-2 was received in the District Office. (Statewide Rules 16 and 51) To report a completion or recompletion, fill in both sides of this form. To report a retest, fill in only the front side.

▶ WELL TESTERS CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I conducted or supervised this test by observation of (a) meter readings or (b) the top and bottom gauges of each tank into which production was run during the test. I further certify that the potential test data shown above is true, correct, and complete, to the best of my knowledge.

Signature: Well Tester | Name of Company | RRC Representative

▶ OPERATOR'S CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct and complete, to the best of my knowledge.

DEVON ENERGY PRODUCTION CO, L.P.
Type or printed name of operator's representative

(405) 552-4597 11/12/2012
Telephone: Area Code Number Month Day Year

Regulatory Advisor
Title of Person

Teresa Forgue
Signature

SECTION III **DATA ON WELL COMPLETION AND LOG (Not Required on Retest)**

24. Type of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

25. Permit to Drill, Plug Back or Deepen — DATE 08/26/2011 — PERMIT NO. 712564
Rule 37 Exception — CASE NO.
Water Injection Permit — PERMIT NO.
Salt Water Disposal Permit — PERMIT NO.
Other — PERMIT NO.

26. Notice of Intention to Drill this well was filed in Name of
DEVON ENERGY PRODUCTION CO, L.P.

27. Number of producing wells on this lease in this field (reservoir) including this well: 1

28. Total number of acres in this lease: 698.13

29. Date Plug Back, Deepening, Workover or Drilling Operations: Commenced 04/04/2011 — Completed 06/02/2011

30. Distance to nearest well, Same Lease &Reservoir: 0.0

31. Location of well, relative to nearest lease boundaries: 660.0 Feet From North Line and 660.0 Feet from East Line of the J & S ARMSTRONG STATE 60-2-6 Lease

32. Elevation (DF. RKB, RT. GR ETC.): 3529 GR

33. Was directional survey made other than inclination (Form W-12)? [X] Yes [ ] No

34. Top of Pay: 8100 MD:8100

35. Total Depth: 9806 MD:11883

36. P. B. Depth: 8100 MD:11800

37. Surface Casing Determined by: Field Rules [ ] Recommendation of T.D.W.R. [X] Dt. of Letter 03/30/2011; Railroad Commission (Special) [X] Dt. of Letter 03/30/2011

38. Is well multiple completion? [ ] Yes [X] No

39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil-0 Gas-G	Well #
N/A			

40. Intervals Drilled by: Rotary Tools X; Cable Tools

41. Name of Drilling Contractor: MCVAY DRILLING

42. Is Cementing Affidavit Attached? [X] Yes [ ] No

43. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT #/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
13 3/8	54.5	1434		C 1400	17 1/2	0	2106.0
9 5/8	40.0	6660	3602	C 610	12 1/4	0	1601.0
9 5/8	40.0	6660		C 912	12 1/4	3602	1697.0
7	29.0	8937		H 370	8 3/4	6160	707.0

44. LINER RECORD

Size	Top	Bottom	Sacks Cement	Screen
4 1/2	8116	11883	425	

45. TUBING RECORD

Size	Depth Set	Packer Set
2 7/8	8047	

46. Producing Interval (this completion) Indicate depth of perforation or open hole

From L1 9960	To 11800
From	To
From	To
From	To

47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE. ETC.

Depth Interval		Amount and Kind of Material Used
9960.0	11800.0	2,357,443 BBLS FRAC FLUID & 833,727# PROPPANT

48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
BELL CANYON	1407.0 MD: 1407.0		
1ST BONE SPRINGS LIME	4780.0 MD: 4780.0		
WOLFCAMP	7667.0 MD: 7667.0		

REMARKS: [RRC Staff 2012-11-05 16:10:16.348]: EDL=1640 feet, max acres=100, FORD, WEST (WOLFCAMP)
oil well;

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

ELECTRIC LOG STATUS REPORT

FORM L-1

Tracking No.: 50039

This facsimile L-1 was generated electronically from data submitted to the RRC.

Instructions

When to File Form L-1:
- with Forms G-1, W-2, and GT-1 for new and deepened gas, oil, and geothermal wells
- with Form W-3 for plugged dry holes
- when sending in a log which was held under a request for confidentiality and the period for confidentiality has not yet expired.

When is Form L-1 NOT required:
- with Forms W-2, G-1, and GT-1 filed for injection wells, disposal wells, water supply wells, service wells, re-test wells, re-classifications, and plugbacks of oil, gas or geothermal wells
- with Form W-3 for plugging of other than a dry hole

Where to File Form L-1:
- with the appropriate Commission district office

Filling out Form L-1:
- Section I and the signature section must be filled out for all wells
- complete only the appropriate part of Section II

Type of log required:
- any wireline survey run for the purpose of obtaining lithology, porosity, or resistivity information
- no more than one such log is required but it must be of the subject well
- if such log is NOT run on the subject well, do NOT substitute any other type of log; just select Section II, Part A below

SECTION I. IDENTIFICATION

Operator Name: DEVON ENERGY PRODUCTION CO, L.P.	District No. 08	Completion Date: 08/17/2011	
Field Name FORD, WEST (WOLFCAMP)	Drilling Permit No. 712564		
Lease Name J & S ARMSTRONG STATE 60-2-6	Lease/ID No. 43489	Well No. 1H	
County CULBERSON	API No. 42- 109-32383		

SECTION II. LOG STATUS (Complete either A or B)

☐ A. BASIC ELECTRIC LOG NOT RUN

☒ B. BASIC ELECTRIC LOG RUN. (Select one)

☐ 1. Confidentiality is requested and a copy of the header for each log that has been run on the well is attached.

☐ 2. Confidentiality already granted on basic electric log covering this interval (applicable to deepened wells only).

☐ 3. Basic electric log covering this interval already on file with Commission (applicable to deepened wells only).

☒ 4. Log attached to (select one):

☒ (a) Form L-1 (this form). If the company/lease name on log is different from that shown in Section I, please enter name on log here: _____

Check here if attached log is being submitted after being held confidential. ☐

☐ (b) Form P-7, Application for Discovery Allowable and New Field Designation.

☐ (c) Form W-4, Application for Multiple Completion:

Lease or ID No(s). _____

Well No(s). _____

Teresa Forgue Signature	Regulatory Advisor Title
DEVON ENERGY PRODUCTION CO, L.P. Name (print)	(405) 552-4597 Phone 11/12/2012 Date

-FOR RAILROAD COMMISSION USE ONLY-

STATEMENT OF PRODUCTIVITY OF ACREAGE ASSIGNED TO PRORATION UNITS

Form P-15

Tracking No.: 50039

This facsimile P-15 was generated electronically from data submitted to the RRC.

The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the DEVON ENERGY PRODUCTION CO, L.P. (OPERATOR), J & S ARMSTRONG STATE 60-2-6 (LEASE), No. 1H (WELL); that such well is completed in the FORD, WEST (WOLFCAMP) Field, CULBERSON County, Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces 320.0 acres which can reasonably be considered to be productive of hydrocarbons.

- CERTIFICATE -

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge,

Date 11/12/2012 Signature Teresa Forgue

Telephone (405) 552-4597 (AREA CODE) Title Regulatory Advisor

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division
PO Box 12967
Austin TX 78711-2967
www.rrc.state.tx.us

CERTIFICATE OF COMPLIANCE AND TRANSPORTATION AUTHORITY

P-4

This facsimile P-4 was generated electronically from data submitted to the RRC.
A certification of the automated data is available in the RRC's Austin office.

Tracking No.: 50039

1. Field name exactly as shown on proration schedule	2. Lease name as shown on proration schedule			
FORD, WEST (WOLFCAMP)	J & S ARMSTRONG STATE 60-2-6			
3. Current operator name exactly as shown on P-5 Organization Report	4. Operator P-5 no.	5. Oil Lse/Gas ID no	6. County	7. RRC district
DEVON ENERGY PRODUCTION CO, L.P.	216378	43489	CULBERSON	08
8. Operator address including city, state, and zip code	9. Well no(s) *(see instruction E)*			
333 W SHERIDAN AVE OKLAHOMA CITY, OK 73102-5015	1H			
	10. Classification			11. Effective Date
	☒ Oil ☐ Gas ☐ Other *(see instruction A)*			08/17/2011

12. Purpose of Filing. (Complete section a or b below.) *(See instructions B and G)*

a. Change of: ☐ operator ☐ oil or condensate gatherer ☐ gas gatherer ☐ gas purchaser ☐ gas purchaser system code
☐ field name from _____
☐ lease name from _____

OR

b. New RRC Number for: ☒ oil lease ☐ gas well ☐ other well (specify) _____ **Due to:** ☒ new completion or recompletion ☐ reclass oil to gas ☐ reclass gas to oil ☐ consolidation, unitization, or subdivision (oil lease only)

13. Authorized GAS WELL GAS or CASINGHEAD GAS Gatherer(s) and/or Purchaser(s). *(See instruction G).*

Gatherer	Purchaser	Name of GAS WELL GAS or CASINGHEAD GAS Gatherer(s) or Purchaser(s) As Indicated in Columns to the Left *(Attach an additional sheet in same format if more space is needed)*	Purchaser's RRC Assigned System Code	Percent of Take	Full-well stream
X	X	CIMAREX ENERGY CO.(153438)	0001	100.0	

14. Authorized OIL or CONDENSATE Gatherer(s). *(See instruction G).*

Name of OIL or CONDENSATE Gatherer(s) - List Highest Volume Gatherer First *(Attach an additional sheet in same format if more space is needed)*	Percent of Take
ENTERPRISE CRUDE OIL LLC(253117)	100.0

RRC USE ONLY: Reviewer's initials: RRC Staff Approval date: 12/04/2013

15. PREVIOUS OPERATOR CERTIFICATION FOR CHANGE OF OPERATOR P-4 FILING. Being the PREVIOUS OPERATOR, I certify that operating responsibility for the well(s) designated in this filing, located on the subject lease has been transferred in its entirety to the above named Current Operator. I understand, as Previous Operator, that designation of the above named operator as Current Operator is not effective until this certificate is approved by the Commission.

Name of Previous Operator

Signature

Name (print)

☐ **Authorized Employee of previous operator**

☐ **Authorized agent of previous operator** *(see instruction G)*

Title

Date

Phone with area code

16. CURRENT OPERATOR CERTIFICATION. By signing this certificate as the Current Operator, I certify that all statements on this form are true and correct and I acknowledge responsibility for the regulatory compliance of the subject lease including plugging of well(s) pursuant to Rule 14. I further acknowledge that I assume responsibility for the physical operation, control, and proper plugging of each well designated in this filing. I also acknowledge that I will remain designated as the Current Operator until a new certificate designating a new Current Operator is approved by the Commission.

DEVON ENERGY PRODUCTION CO, L.P.
Name (print)

Teresa Forgue
Signature

Regulatory Advisor
Title

☒ **Authorized Employee of current operator**

☐ **Authorized agent of current operator** *(see instruction G)*

teresa.forgue@dvn.com
E-mail Address (optional)

11/12/2012
Date

(405) 552-4597
Phone with area code

Scientific Drilling

Scientific Drilling International, Inc.
2034 Trade Drive • Midland, Texas 79706
P.O. Box 9699 • Midland, Texas 79708
Tel: 432-689-5600 • Fax: 432-697-0324

State of Texas
County of Midland

I, ___Eliseo Garza_____, certify that; I am employed by Scientific Drilling International; that I did on the day(s) of _05/08/11__ through _05/08/11___ conduct or supervise the taking of a __Keeper Gyro_____ survey from a depth of ___0____ feet to a depth of _9717_____ feet; that the data is true, correct, complete and within the limitations of the tool as set forth by Scientific Drilling International; that I am authorized and qualified to make this report; that this survey was conducted at the request of ____Devon Energy_____ for the __J&S Armstrong State 60-2-6 #1H_ Well, API#___42-109-32383_____ in __Culberson_____ County, Texas; and that I have reviewed this report and find that it conforms to the principals and procedures as set forth by Scientific Drilling International.

Eliseo Garza Jr
Field Technician

DEVON ENERGY

Wildcat (Culberson County, Texas)
Culberson County, Texas
J&S Armstrong State 60-2-6 #1H
VH - Job #32K0511415

Survey: Actual

SDI Standard Survey Report

09 June, 2011

Scientific Drilling
Directional Drilling Operations

Scientific Drilling International, Inc.

SDI Standard Survey Report

Scientific Drilling
Directional Drilling Operations

Company:	DEVON ENERGY	**Local Co-ordinate Reference:**	Well J&S Armstrong State 60-2-6 #1H
Project:	Wildcat (Culberson County, Texas)	**TVD Reference:**	WELL @ 0.0usft (Original Well Elev)
Site:	Culberson County, Texas	**MD Reference:**	WELL @ 0.0usft (Original Well Elev)
Well:	J&S Armstrong State 60-2-6 #1H	**North Reference:**	Grid
Wellbore:	VH - Job #32K0511415	**Survey Calculation Method:**	Minimum Curvature
Design:	VH - Job #32K0511415	**Database:**	EDM-Regulatory

Project Wildcat (Culberson County, Texas)

Map System:	US State Plane 1983	**System Datum:**	Mean Sea Level
Geo Datum:	North American Datum 1983		
Map Zone:	Texas Central Zone		

Site Culberson County, Texas

Site Position:		**Northing:**	10,593,107.98 usft	**Latitude:**	31° 40' 24.400 N
From:	Lat/Long	**Easting:**	1,098,989.29 usft	**Longitude:**	104° 11' 1.380 W
Position Uncertainty:	0.0 usft	**Slot Radius:**	13-3/16"	**Grid Convergence:**	-1.98 °

Well J&S Armstrong State 60-2-6 #1H, Directional (Unknown)

Well Position	**+N/-S**	0.0 usft	**Northing:**	10,669,082.48 usft	**Latitude:**	31° 52' 44.060 N
	+E/-W	0.0 usft	**Easting:**	1,065,252.08 usft	**Longitude:**	104° 18' 2.890 W
Position Uncertainty		0.0 usft	**Wellhead Elevation:**	usft	**Ground Level:**	0.0 usft

Wellbore VH - Job #32K0511415

Magnetics	Model Name	Sample Date	Declination (°)	Dip Angle (°)	Field Strength (nT)
	IGRF2010	5/8/2011	7.90	59.74	48,360

Design VH - Job #32K0511415

Audit Notes:

Version:	1.0	**Phase:**	ACTUAL	**Tie On Depth:**	0.0

Vertical Section:	Depth From (TVD) (usft)	+N/-S (usft)	+E/-W (usft)	Direction (°)
	0.0	0.0	0.0	189.29

Survey Program **Date** 6/9/2011

From (usft)	To (usft)	Survey (Wellbore)	Tool Name	Description
100.0	9,717.0	Actual (VH - Job #32K0511415)	Keeper	Keeper Gyro

Survey

Measured Depth (usft)	Inclination (°)	Azimuth (°)	True Vertical Depth	North/South (usft)	East/West (usft)	Closure Azimuth (°)	Closure Distance (usft)
0.0	0.00	0.00	0.0	0.0	0.0	0.00	0.0
100.0	0.71	253.31	100.0	-0.2	-0.6	253.31	0.6
200.0	0.99	255.66	200.0	-0.6	-2.0	254.28	2.1
300.0	1.17	260.65	300.0	-0.9	-3.9	256.21	4.0
400.0	1.17	265.55	399.9	-1.2	-5.9	258.54	6.0
500.0	1.50	268.85	499.9	-1.3	-8.2	261.01	8.3
600.0	1.69	273.96	599.9	-1.2	-11.0	263.65	11.1
700.0	1.63	281.16	699.8	-0.8	-13.9	266.50	13.9
800.0	1.61	280.30	799.8	-0.3	-16.6	268.89	16.6
900.0	1.65	280.25	899.8	0.2	-19.4	270.55	19.4
1,000.0	1.44	282.26	999.7	0.7	-22.1	271.84	22.1
1,100.0	1.12	269.62	1,099.7	1.0	-24.3	272.29	24.3

Company:	DEVON ENERGY	**Local Co-ordinate Reference:**	Well J&S Armstrong State 60-2-6 #1H
Project:	Wildcat (Culberson County, Texas)	**TVD Reference:**	WELL @ 0.0usft (Original Well Elev)
Site:	Culberson County, Texas	**MD Reference:**	WELL @ 0.0usft (Original Well Elev)
Well:	J&S Armstrong State 60-2-6 #1H	**North Reference:**	Grid
Wellbore:	VH - Job #32K0511415	**Survey Calculation Method:**	Minimum Curvature
Design:	VH - Job #32K0511415	**Database:**	EDM-Regulatory

Survey

Measured Depth (usft)	Inclination (°)	Azimuth (°)	True Vertical Depth	North/South (usft)	East/West (usft)	Closure Azimuth (°)	Closure Distance (usft)
1,200.0	0.81	265.89	1,199.7	0.9	-26.0	272.01	26.0
1,300.0	0.63	275.18	1,299.7	0.9	-27.2	271.92	27.2
1,400.0	0.60	288.57	1,399.7	1.1	-28.3	272.28	28.3
1,500.0	0.60	342.41	1,499.7	1.8	-28.9	273.55	29.0
1,600.0	0.56	335.74	1,599.7	2.7	-29.3	275.34	29.4
1,700.0	0.63	333.66	1,699.7	3.7	-29.7	277.05	30.0
1,800.0	0.56	328.59	1,799.6	4.6	-30.2	278.63	30.6
1,900.0	0.43	311.11	1,899.6	5.3	-30.8	279.68	31.2
2,000.0	0.45	276.38	1,999.6	5.5	-31.4	279.99	31.9
2,100.0	0.58	254.98	2,099.6	5.5	-32.3	279.58	32.8
2,200.0	0.81	238.52	2,199.6	5.0	-33.4	278.43	33.8
2,300.0	0.80	242.30	2,299.6	4.3	-34.6	277.01	34.9
2,400.0	0.80	232.56	2,399.6	3.5	-35.8	275.60	36.0
2,500.0	0.81	236.41	2,499.6	2.7	-36.9	274.17	37.0
2,600.0	1.09	243.21	2,599.6	1.9	-38.4	272.80	38.4
2,700.0	1.20	242.16	2,699.6	1.0	-40.2	271.37	40.2
2,800.0	1.28	247.37	2,799.5	0.0	-42.1	270.05	42.1
2,900.0	1.32	243.51	2,899.5	-0.9	-44.2	268.83	44.2
3,000.0	1.38	236.30	2,999.5	-2.1	-46.2	267.41	46.3
3,100.0	1.41	233.75	3,099.5	-3.5	-48.2	265.87	48.3
3,200.0	1.35	235.94	3,199.4	-4.9	-50.2	264.46	50.4
3,300.0	1.35	233.18	3,299.4	-6.2	-52.1	263.17	52.5
3,400.0	1.22	238.89	3,399.4	-7.5	-53.9	262.09	54.5
3,500.0	1.20	240.30	3,499.4	-8.6	-55.8	261.27	56.4
3,600.0	1.11	236.35	3,599.3	-9.6	-57.5	260.50	58.3
3,700.0	0.72	229.93	3,699.3	-10.6	-58.8	259.82	59.7
3,800.0	0.67	224.70	3,799.3	-11.4	-59.7	259.20	60.7
3,900.0	0.69	210.71	3,899.3	-12.3	-60.4	258.48	61.6
4,000.0	0.61	194.94	3,999.3	-13.3	-60.8	257.63	62.3
4,100.0	0.97	182.19	4,099.3	-14.7	-61.0	256.45	62.7
4,200.0	0.84	192.47	4,199.3	-16.3	-61.2	255.11	63.3
4,300.0	0.79	190.52	4,299.3	-17.7	-61.5	253.97	64.0
4,400.0	0.82	191.95	4,399.3	-19.0	-61.7	252.87	64.6
4,500.0	0.78	196.49	4,499.3	-20.4	-62.1	251.82	65.3
4,600.0	0.84	199.05	4,599.2	-21.7	-62.5	250.83	66.2
4,700.0	0.86	195.21	4,699.2	-23.2	-63.0	249.81	67.1
4,800.0	1.02	195.06	4,799.2	-24.7	-63.4	248.68	68.0
4,900.0	1.36	196.69	4,899.2	-26.7	-64.0	247.32	69.3
5,000.0	1.52	200.73	4,999.2	-29.1	-64.8	245.80	71.0
5,100.0	1.65	202.96	5,099.1	-31.7	-65.8	244.29	73.0
5,200.0	1.75	198.96	5,199.1	-34.4	-66.9	242.74	75.2
5,300.0	1.84	198.00	5,299.0	-37.4	-67.8	241.12	77.5
5,400.0	1.83	196.45	5,399.0	-40.5	-68.8	239.53	79.8
5,500.0	1.90	198.33	5,498.9	-43.6	-69.8	238.01	82.3

Company:	DEVON ENERGY	**Local Co-ordinate Reference:**	Well J&S Armstrong State 60-2-6 #1H
Project:	Wildcat (Culberson County, Texas)	**TVD Reference:**	WELL @ 0.0usft (Original Well Elev)
Site:	Culberson County, Texas	**MD Reference:**	WELL @ 0.0usft (Original Well Elev)
Well:	J&S Armstrong State 60-2-6 #1H	**North Reference:**	Grid
Wellbore:	VH - Job #32K0511415	**Survey Calculation Method:**	Minimum Curvature
Design:	VH - Job #32K0511415	**Database:**	EDM-Regulatory

Survey

Measured Depth (usft)	Inclination (°)	Azimuth (°)	True Vertical Depth	North/South (usft)	East/West (usft)	Closure Azimuth (°)	Closure Distance (usft)
5,600.0	1.88	193.26	5,598.9	-46.7	-70.7	236.51	84.7
5,700.0	1.94	190.35	5,698.8	-50.0	-71.3	234.97	87.1
5,800.0	1.92	187.88	5,798.8	-53.3	-71.9	233.42	89.5
5,900.0	1.70	183.57	5,898.7	-56.5	-72.2	231.97	91.7
6,000.0	1.60	182.53	5,998.7	-59.3	-72.4	230.64	93.6
6,100.0	1.61	185.59	6,098.6	-62.1	-72.6	229.42	95.5
6,200.0	1.62	182.80	6,198.6	-65.0	-72.8	228.24	97.5
6,300.0	1.64	178.12	6,298.6	-67.8	-72.8	227.03	99.5
6,400.0	1.51	178.17	6,398.5	-70.5	-72.7	225.86	101.3
6,500.0	1.59	175.66	6,498.5	-73.2	-72.5	224.73	103.1
6,600.0	1.43	172.21	6,598.4	-75.9	-72.3	223.61	104.8
6,700.0	1.61	151.17	6,698.4	-78.3	-71.4	222.36	106.0
6,800.0	2.25	106.98	6,798.4	-80.1	-68.9	220.68	105.7
6,900.0	4.28	89.43	6,898.2	-80.7	-63.3	218.10	102.5
7,000.0	5.17	85.39	6,997.9	-80.3	-55.0	214.44	97.3
7,100.0	4.23	87.05	7,097.5	-79.7	-46.9	210.45	92.5
7,200.0	2.89	87.50	7,197.3	-79.4	-40.7	207.11	89.2
7,300.0	2.10	91.23	7,297.2	-79.3	-36.3	204.59	87.3
7,400.0	1.60	94.77	7,397.2	-79.5	-33.1	202.60	86.1
7,500.0	1.22	102.70	7,497.1	-79.9	-30.7	201.00	85.5
7,600.0	0.91	108.01	7,597.1	-80.3	-28.9	199.76	85.4
7,700.0	0.55	139.05	7,697.1	-80.9	-27.8	198.95	85.6
7,800.0	0.25	183.85	7,797.1	-81.5	-27.5	198.64	86.0
7,900.0	0.29	217.30	7,897.1	-81.9	-27.7	198.65	86.5
8,000.0	0.27	202.22	7,997.1	-82.4	-27.9	198.72	87.0
8,100.0	0.40	215.55	8,097.1	-82.9	-28.2	198.79	87.5
8,200.0	0.52	227.65	8,197.1	-83.5	-28.7	199.00	88.3
8,300.0	0.79	240.03	8,297.1	-84.1	-29.7	199.43	89.2
8,400.0	1.07	239.23	8,397.1	-84.9	-31.1	200.09	90.4
8,500.0	1.24	236.29	8,497.1	-86.0	-32.8	200.86	92.0
8,600.0	1.26	234.60	8,597.0	-87.2	-34.6	201.61	93.8
8,700.0	1.30	238.96	8,697.0	-88.5	-36.4	202.39	95.7
8,800.0	1.34	237.18	8,797.0	-89.7	-38.4	203.17	97.5
8,900.0	1.42	239.07	8,897.0	-90.9	-40.4	203.97	99.5
9,000.0	1.33	230.13	8,996.9	-92.3	-42.4	204.66	101.6
9,100.0	1.25	226.48	9,096.9	-93.8	-44.1	205.16	103.7
9,200.0	1.23	227.46	9,196.9	-95.3	-45.7	205.59	105.7
9,300.0	1.29	233.99	9,296.9	-96.7	-47.4	206.09	107.7
9,400.0	1.41	245.44	9,396.8	-97.9	-49.4	206.78	109.6
9,500.0	1.65	255.43	9,496.8	-98.7	-51.9	207.73	111.5
9,600.0	1.63	256.09	9,596.8	-99.4	-54.7	208.80	113.5
9,700.0	1.67	250.84	9,696.7	-100.3	-57.4	209.80	115.5
9,717.0	1.45	256.41	9,713.7	-100.4	-57.9	209.96	115.9

Scientific Drilling
Directional Drilling Operations

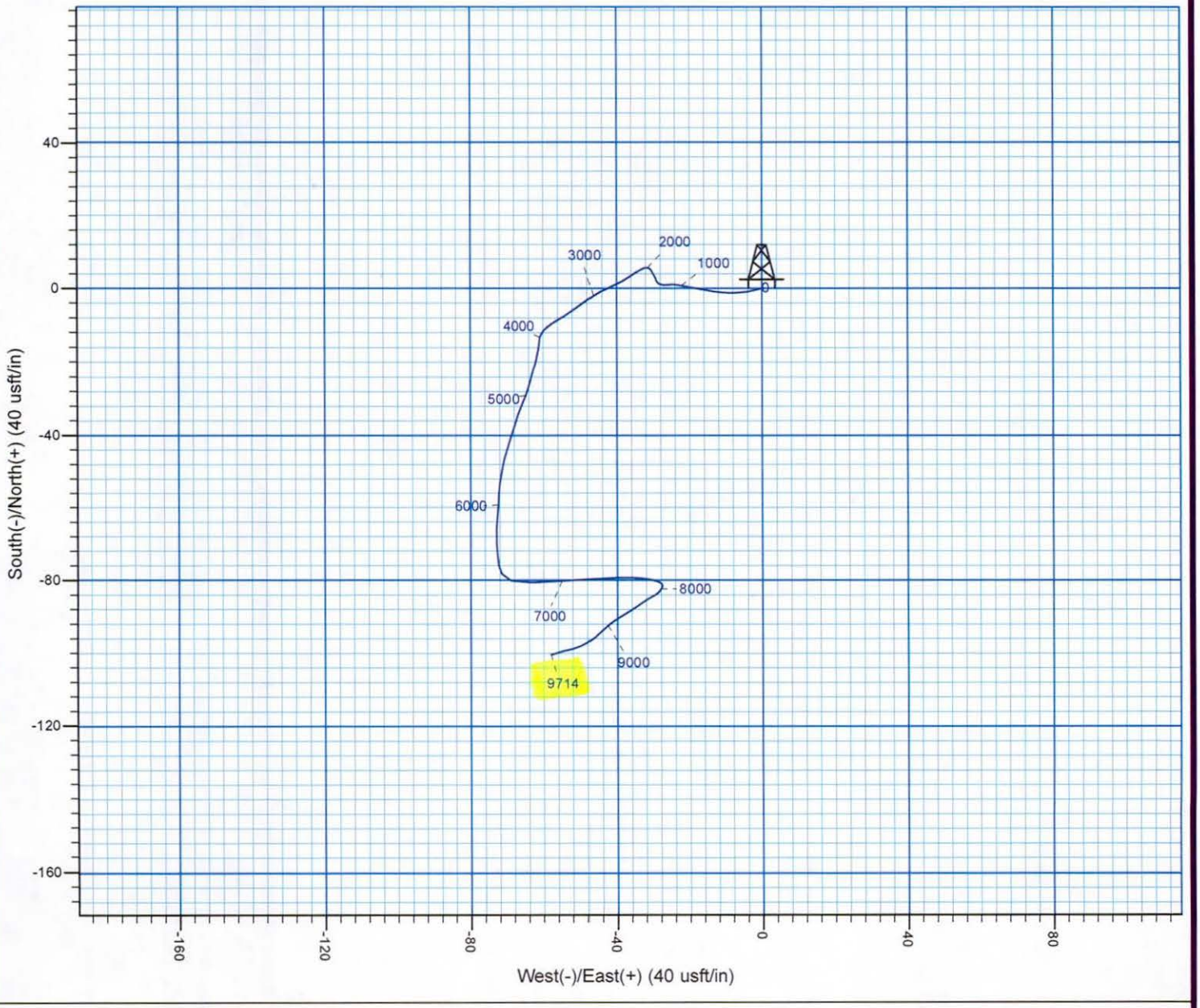
Project: Wildcat (Culberson County, Texas)
Culberson County, Texas
Well: J&S Armstrong State 60-2-6 #1H
Wellbore: VH - Job #32K0511415
Design: VH - Job #32K0511415

Azimuths to Grid North
True North: 2.04°
Magnetic North: 9.95°

Magnetic Field
Strength: 48360.2snT
Dip Angle: 59.74°
Date: 5/8/2011
Model: IGRF2010

WELL DETAILS: J&S Armstrong State 60-2-6 #1H
WELL @ 0.0usft (Original Well Elev)
Ground Level: 0.0

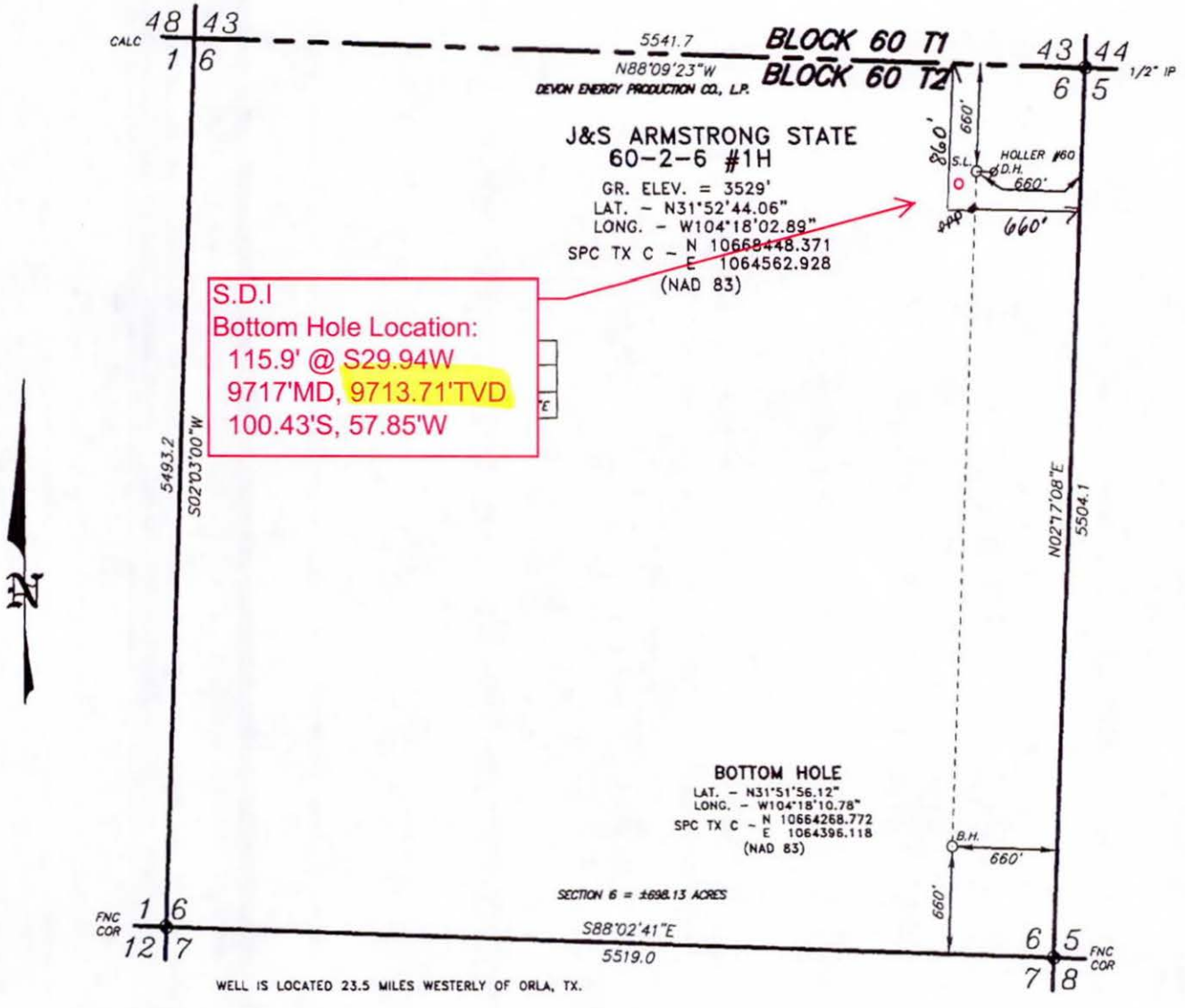
+N/-S	+E/-W	Northing	Easting	Latittude	Longitude	Slot
0.0	0.0	10669082.48	1065252.08	31° 52' 44.060 N	104° 18' 2.890 W	



PROJECT DETAILS: Wildcat (Culberson County, Texas)
Geodetic System: US State Plane 1983
Datum: North American Datum 1983
Ellipsoid: GRS 1980
Zone: Texas Central Zone
System Datum: Mean Sea Level

SITE DETAILS: Culberson County, Texas
Site Centre Latitude: 31° 40' 24.400 N
Longitude: 104° 11' 1.380 W
Positional Uncertainity: 0.0
Convergence: -1.98
Local North: Grid

SECTION 6, BLOCK 60, TOWNSHIP 2, T&P RR CO SURVEY,
CULBERSON COUNTY, TEXAS.



1. SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.
2. COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.
3. SURVEY IS NOT A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

GARY L. JONES
6074
PROFESSIONAL LAND SURVEYOR

GARY L. JONES, N.M. P.L.S. No. 7977
TEXAS R.P.L.S. No. 5074

1000 0 1000 2000 FEET

BASIN SURVEYS P.O. BOX 1786 – HOBBS, NEW MEXICO

DEVON ENERGY PRODUCTION CO., L.P.

REF: J&S ARMSTRONG STATE 60-2-6 #1H / WELL PAD TOPO

THE J&S ARMSTRONG STATE 60-2-6 #1H LOCATED 660' FROM THE NORTH LINE AND 660' FROM THE EAST LINE, SECTION 6, BLOCK 60, TOWNSHIP 2, T&P RR CO SURVEY, CULBERSON COUNTY, TEXAS.

W.O. Number: 23664	Drawn By: J. M. SMALL		
Date: 11-16-2010	Disk: 23664	Survey Date: 11-04-2010	Sheet 1 of 1 Sheets

devon

Devon Energy Production Co, LP

Culberson Co, TX (Nad-83)
J & S Armstrong State 60-2-6 #1H
J & S Armstrong State 60-2-6 #1H
42-109-32383
Lateral #1

Survey: Cudd MWD Survey #1

Standard Survey Report

31 May, 2011

CUDD
DRILLING & MEASUREMENT SERVICES

Company:	Devon Energy Production Co, LP	**Local Co-ordinate Reference:**	Site J & S Armstrong State 60-2-6 #1H
Project:	Culberson Co, TX (Nad-83)	**TVD Reference:**	WELL @ 3548.00ft (Original Well Elev)
Site:	J & S Armstrong State 60-2-6 #1H	**MD Reference:**	WELL @ 3548.00ft (Original Well Elev)
Well:	J & S Armstrong State 60-2-6 #1H	**North Reference:**	Grid
Wellbore:	Lateral #1	**Survey Calculation Method:**	Minimum Curvature
Design:	Lateral #1	**Database:**	EDM 2003.21 Single User Db

Project Culberson Co, TX (Nad-83)

Map System:	US State Plane 1983	**System Datum:**	Mean Sea Level
Geo Datum:	North American Datum 1983		
Map Zone:	Texas Central Zone		

Site J & S Armstrong State 60-2-6 #1H, Sec 6, Blk 60 T-2S, T&P RR Co, WH Herbert, A-1250

Site Position:		**Northing:**	10,668,448.36 ft	**Latitude:**	31° 52' 37.545 N
From:	Map	**Easting:**	1,064,562.93 ft	**Longitude:**	104° 18' 10.615 W
Position Uncertainty:	0.00 ft	**Slot Radius:**	"	**Grid Convergence:**	-2.04 °

Well J & S Armstrong State 60-2-6 #1H

Well Position	**+N/-S**	0.00 ft	**Northing:**	10,668,448.36 ft	**Latitude:**	31° 52' 37.545 N
	+E/-W	0.00 ft	**Easting:**	1,064,562.93 ft	**Longitude:**	104° 18' 10.615 W
Position Uncertainty		0.00 ft	**Wellhead Elevation:**	3,548.00 ft	**Ground Level:**	3,529.00 ft

Wellbore Lateral #1

Magnetics	Model Name	Sample Date	Declination (°)	Dip Angle (°)	Field Strength (nT)
	IGRF200510	05/05/11	7.89	59.76	48,372

Design Lateral #1

Audit Notes:

Version:	1.0	**Phase:**	ACTUAL	**Tie On Depth:**	8,100.00

Vertical Section:	Depth From (TVD) (ft)	+N/-S (ft)	+E/-W (ft)	Direction (°)
	0.00	0.00	0.00	182.29

Survey Program **Date** 05/31/11

From (ft)	To (ft)	Survey (Wellbore)	Tool Name	Description
100.00	8,100.00	Gyro Survey #1 (Pilot Hole)	NS-GYRO-MS	North sensing gyrocompassing m/s
8,100.00	11,883.00	Cudd MWD Survey #1 (Lateral #1)	CUDD MWD	MWD - Standard CUDD MWD

Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
8,100.00	0.40	215.55	8,097.11	-82.91	-28.19	83.97	0.00	0.00	0.00
8,111.00	1.80	173.20	8,108.11	-83.11	-28.19	84.17	13.89	12.73	-385.00
First Cudd MWD Survey									
8,143.00	5.00	176.30	8,140.05	-85.00	-28.04	86.06	10.01	10.00	9.69
8,174.00	9.20	176.00	8,170.80	-88.83	-27.78	89.87	13.55	13.55	-0.97
8,206.00	13.70	171.90	8,202.16	-95.13	-27.07	96.14	14.28	14.06	-12.81
8,238.00	18.00	170.50	8,232.93	-103.76	-25.72	104.71	13.49	13.44	-4.38
8,270.00	22.40	171.30	8,262.96	-114.67	-23.98	115.54	13.78	13.75	2.50
8,302.00	25.80	172.90	8,292.16	-127.61	-22.20	128.40	10.82	10.63	5.00
8,334.00	29.00	174.10	8,320.57	-142.24	-20.54	142.95	10.15	10.00	3.75
8,366.00	32.50	175.30	8,348.07	-158.53	-19.04	159.17	11.10	10.94	3.75
8,398.00	37.00	177.00	8,374.35	-176.73	-17.83	177.30	14.38	14.06	5.31

Company:	Devon Energy Production Co, LP	**Local Co-ordinate Reference:**	Site J & S Armstrong State 60-2-6 #1H
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Site:	J & S Armstrong State 60-2-6 #1H	**MD Reference:**	WELL @ 3548.00ft (Original Well Elev)
Well:	J & S Armstrong State 60-2-6 #1H	**North Reference:**	Grid
Wellbore:	Lateral #1	**Survey Calculation Method:**	Minimum Curvature
Design:	Lateral #1	**Database:**	EDM 2003.21 Single User Db

Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
8,430.00	40.60	178.00	8,399.29	-196.76	-16.96	197.28	11.42	11.25	3.13
8,462.00	43.60	177.80	8,423.03	-218.19	-16.17	218.66	9.38	9.38	-0.63
8,494.00	46.00	177.50	8,445.73	-240.72	-15.25	241.14	7.53	7.50	-0.94
8,526.00	48.40	179.60	8,467.48	-264.19	-14.66	264.56	8.91	7.50	6.56
8,558.00	50.60	180.90	8,488.26	-288.52	-14.77	288.88	7.54	6.88	4.06
8,590.00	53.50	181.90	8,507.93	-313.74	-15.39	314.11	9.39	9.06	3.13
8,622.00	56.40	181.90	8,526.31	-339.92	-16.26	340.30	9.06	9.06	0.00
8,654.00	60.00	182.20	8,543.17	-367.10	-17.23	367.49	11.28	11.25	0.94
8,685.00	64.10	182.20	8,557.70	-394.45	-18.29	394.87	13.23	13.23	0.00
8,718.00	67.80	182.00	8,571.14	-424.56	-19.39	425.00	11.23	11.21	-0.61
8,750.00	70.80	182.00	8,582.45	-454.48	-20.43	454.93	9.38	9.38	0.00
8,782.00	73.90	182.40	8,592.15	-484.94	-21.60	485.42	9.76	9.69	1.25
8,814.00	76.90	183.70	8,600.22	-515.86	-23.25	516.38	10.17	9.38	4.06
8,846.00	78.30	184.50	8,607.09	-547.03	-25.49	547.62	5.01	4.38	2.50
8,878.00	80.10	184.40	8,613.09	-578.37	-27.93	579.03	5.63	5.63	-0.31
8,945.00	84.40	184.00	8,622.12	-644.57	-32.79	645.36	6.45	6.42	-0.60
8,976.00	85.60	184.30	8,624.82	-675.37	-35.02	676.23	3.99	3.87	0.97
9,008.00	89.00	185.50	8,626.33	-707.21	-37.75	708.15	11.27	10.63	3.75
9,039.00	92.20	186.20	8,626.00	-738.04	-40.91	739.09	10.57	10.32	2.26
9,071.00	93.50	185.90	8,624.41	-769.82	-44.28	770.98	4.17	4.06	-0.94
9,103.00	90.90	186.00	8,623.18	-801.62	-47.59	802.89	8.13	-8.13	0.31
9,134.00	89.20	185.50	8,623.16	-832.47	-50.70	833.83	5.72	-5.48	-1.61
9,166.00	89.00	185.40	8,623.66	-864.32	-53.74	865.78	0.70	-0.63	-0.31
9,197.00	89.80	186.10	8,623.99	-895.16	-56.85	896.72	3.43	2.58	2.26
9,229.00	91.10	186.90	8,623.73	-926.95	-60.47	928.63	4.77	4.06	2.50
9,260.00	91.00	186.50	8,623.17	-957.74	-64.08	959.53	1.33	-0.32	-1.29
9,292.00	90.10	186.50	8,622.86	-989.53	-67.71	991.44	2.81	-2.81	0.00
9,387.00	91.60	190.90	8,621.45	-1,083.40	-82.07	1,085.81	4.89	1.58	4.63
9,482.00	89.80	189.60	8,620.29	-1,176.87	-98.97	1,179.88	2.34	-1.89	-1.37
9,577.00	90.30	189.40	8,620.21	-1,270.57	-114.65	1,274.13	0.57	0.53	-0.21
9,672.00	88.80	188.10	8,620.95	-1,364.45	-129.10	1,368.52	2.09	-1.58	-1.37
9,767.00	85.50	183.40	8,625.68	-1,458.82	-138.61	1,463.19	6.04	-3.47	-4.95
9,862.00	87.30	180.40	8,631.64	-1,553.56	-141.75	1,557.99	3.68	1.89	-3.16
9,956.00	89.60	180.50	8,634.19	-1,647.52	-142.49	1,651.90	2.45	2.45	0.11
10,051.00	89.80	179.80	8,634.68	-1,742.52	-142.74	1,746.83	0.77	0.21	-0.74
10,147.00	90.00	177.50	8,634.85	-1,838.48	-140.48	1,842.63	2.40	0.21	-2.40
10,242.00	92.70	177.10	8,632.61	-1,933.34	-136.00	1,937.23	2.87	2.84	-0.42
10,273.00	93.20	176.40	8,631.02	-1,964.25	-134.25	1,968.05	2.77	1.61	-2.26
10,337.00	91.40	175.60	8,628.45	-2,028.04	-129.79	2,031.61	3.08	-2.81	-1.25
10,432.00	91.90	175.70	8,625.71	-2,122.73	-122.58	2,125.93	0.54	0.53	0.11
10,526.00	93.20	176.60	8,621.53	-2,216.42	-116.28	2,219.30	1.68	1.38	0.96
10,622.00	92.40	177.60	8,616.84	-2,312.18	-111.43	2,314.79	1.33	-0.83	1.04
10,717.00	89.20	180.00	8,615.52	-2,407.13	-109.44	2,409.58	4.21	-3.37	2.53
10,811.00	89.10	181.00	8,616.91	-2,501.12	-110.26	2,503.53	1.07	-0.11	1.06
10,906.00	89.50	182.10	8,618.07	-2,596.07	-112.83	2,598.51	1.23	0.42	1.16
11,001.00	90.30	183.50	8,618.24	-2,690.96	-117.47	2,693.50	1.70	0.84	1.47
11,100.00	87.40	182.60	8,620.22	-2,789.79	-122.74	2,792.46	3.07	-2.93	-0.91
11,195.00	88.30	181.80	8,623.79	-2,884.65	-126.38	2,887.39	1.27	0.95	-0.84
11,290.00	91.30	183.00	8,624.12	-2,979.55	-130.36	2,982.38	3.40	3.16	1.26
11,385.00	88.20	184.10	8,624.53	-3,074.35	-136.24	3,077.34	3.46	-3.26	1.16
11,480.00	90.90	184.60	8,625.28	-3,169.07	-143.44	3,172.27	2.89	2.84	0.53
11,575.00	90.80	185.60	8,623.87	-3,263.68	-151.89	3,267.14	1.06	-0.11	1.05
11,671.00	87.30	185.00	8,625.46	-3,359.24	-160.75	3,362.98	3.70	-3.65	-0.63
11,765.00	83.90	184.10	8,632.67	-3,452.65	-168.19	3,456.62	3.74	-3.62	-0.96

Company:	Devon Energy Production Co, LP	**Local Co-ordinate Reference:**	Site J & S Armstrong State 60-2-6 #1H
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Site:	J & S Armstrong State 60-2-6 #1H	**MD Reference:**	WELL @ 3548.00ft (Original Well Elev)
Well:	J & S Armstrong State 60-2-6 #1H	**North Reference:**	Grid
Wellbore:	Lateral #1	**Survey Calculation Method:**	Minimum Curvature
Design:	Lateral #1	**Database:**	EDM 2003.21 Single User Db

Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
11,798.00	82.90	184.10	8,636.46	-3,485.35	-170.53	3,489.38	3.03	-3.03	0.00
11,830.00	80.40	182.90	8,641.11	-3,516.95	-172.47	3,521.03	8.65	-7.81	-3.75
Last Cudd MWD Survey									
11,883.00	80.40	182.90	8,649.95	-3,569.14	-175.11	3,573.29	0.00	0.00	0.00
Proj to Bit									

Survey Annotations

Measured Depth (ft)	Vertical Depth (ft)	Local Coordinates +N/-S (ft)	Local Coordinates +E/-W (ft)	Comment
8,111.00	8,108.11	-83.11	-28.19	First Cudd MWD Survey
11,830.00	8,641.11	-3,516.95	-172.47	Last Cudd MWD Survey
11,883.00	8,649.95	-3,569.14	-175.11	Proj to Bit

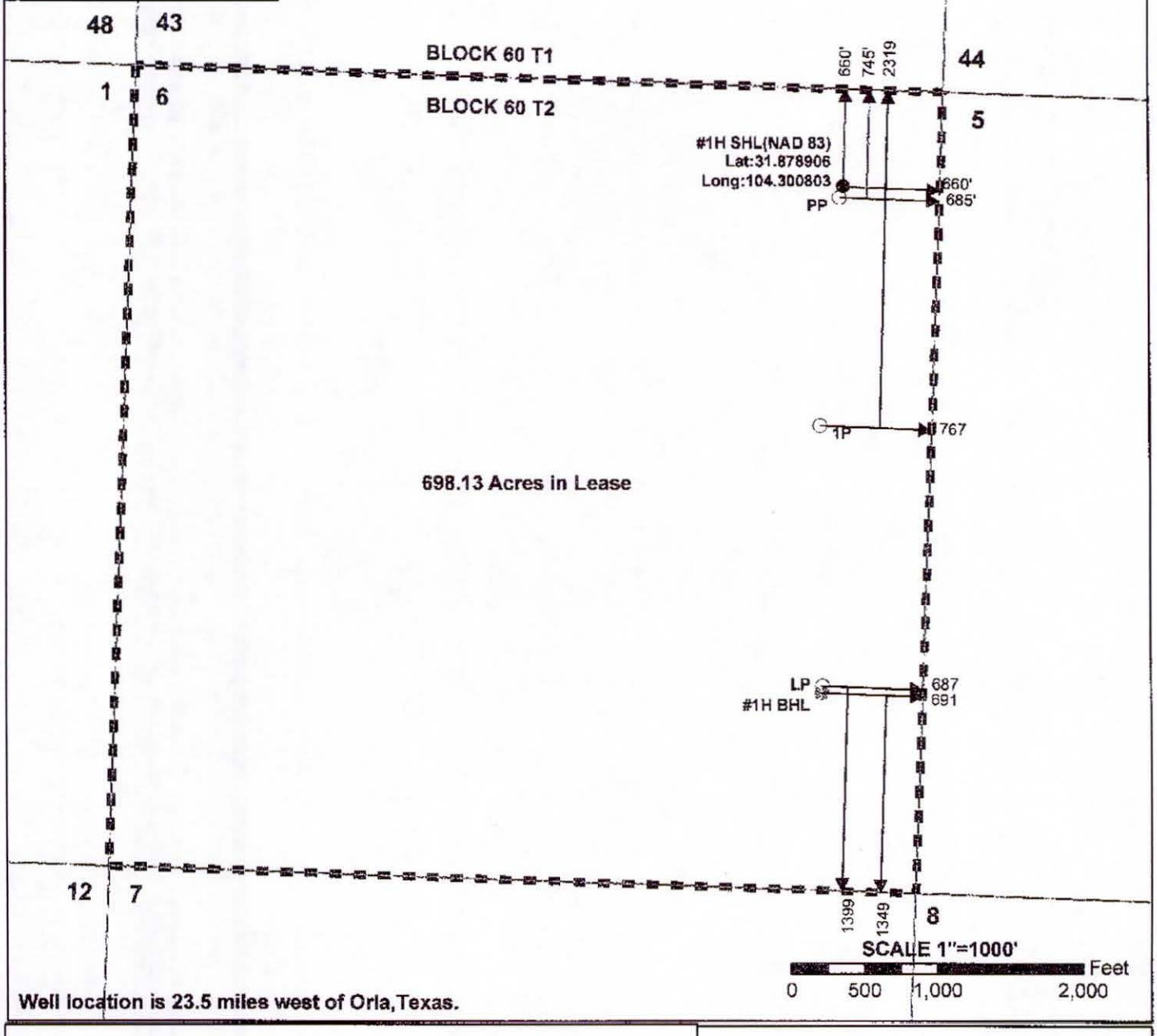
Checked By: _____ Approved By: _____ Date: _____

I hereby certify that this plat is true and correct to the best of my belief and knowledge

Teresa Forgue

Teresa Forgue

Section 6 Block 60, Township 2 , T & P RR Co Survey
Culberson County, Texas



Well location is 23.5 miles west of Orla,Texas.

Total Depth: 8650'(Elev 3529)
Surface Location:
660' FNL & 660' FEL of the T & P RR Co Survey
660' FNL & 660' FEL of the lease.
Penetration Point
745' FNL & 685' FEL of the T & P RR Co Survey
745' FNL & 685' FEL of the lease.
First Perforation Location:
2319' FNL & 767' FEL of the T & P RR Co Survey
2319' FNL & 767' FEL of the lease.
Last Perforation Location:
1399' FSL & 687' FEL of the T & P RR Co Survey
1399' FSL & 687' FEL of the lease.
Bottom Hole Location:
1349' FSL & 691' FEL of the T & P RR Co Survey
1349' FSL & 691' FEL of the lease.

Legend

- shl
- PP
- 1h_1perf
- 1H_LP
- 1H_BHL
- Lease

N

Devon Energy Production Company L.P.
333 W Sheridan - Oklahoma City 73102

J & S Armstrong State 60-2-6 #1H
598.13 Acres in Lease
Section 6 Block 60, Township 2
T & P RR Co Survey
Culberson County, Texas

DATE: 8-21-12
by EM

DEPTH OF USABLE-QUALITY GROUND WATER TO BE PROTECTED

Texas Commission on Environmental Quality
Surface Casing Program

Date: March 30, 2011

TCEQ File No.: SC- 919

***** EXPEDITED APPLICATION *****

API Number: 10932383

Attention: TERESA FORGUE

RRC Lease No.: 000000

SC_216378_10932383_000000_919.pdf

--Measured--
660 ft FEL
660 ft FNL
MRL:SURVEY

Digital Map Location:
X-coord/Long: 104.30100
Y-coord/Lat: 31.87890
Datum: 83 Zone:

DEVON ENERGY PRODUCTION CO LP
20 N BROADWAY
OKLAHOMA CITY OK 73102

P-5# 216378

County: CULBERSON Lease & Well No.: J&S ARMSTRONG STATE 60-2-6 #1H Purpose: ND

Location: SUR-T&P,BLK-60,TSHP-2,SEC-6,--[TD=11500],[RRC 8],

To protect usable-quality ground water at this location, the Texas Commission on Environmental Quality recommends:

The interval from the land surface to a depth of 100 feet must be protected.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. Approval of the well completion methods for protection of this groundwater falls under the jurisdiction of the Railroad Commission of Texas. **This recommendation is intended for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).**

If you have any questions, please contact us at 512-239-0515, sc@tceq.state.tx.us, or by mail MC-151.

Sincerely,

Digitally signed by Jack Oswalt
DN: c=US, st=Texas, l=Austin, ou=Surface Casing, o=Texas Commission on Environmental Quality, cn=Jack Oswalt, email=joswalt@tceq.state.tx.us
Date: 2011.03.30 10:11:52 -05'00'

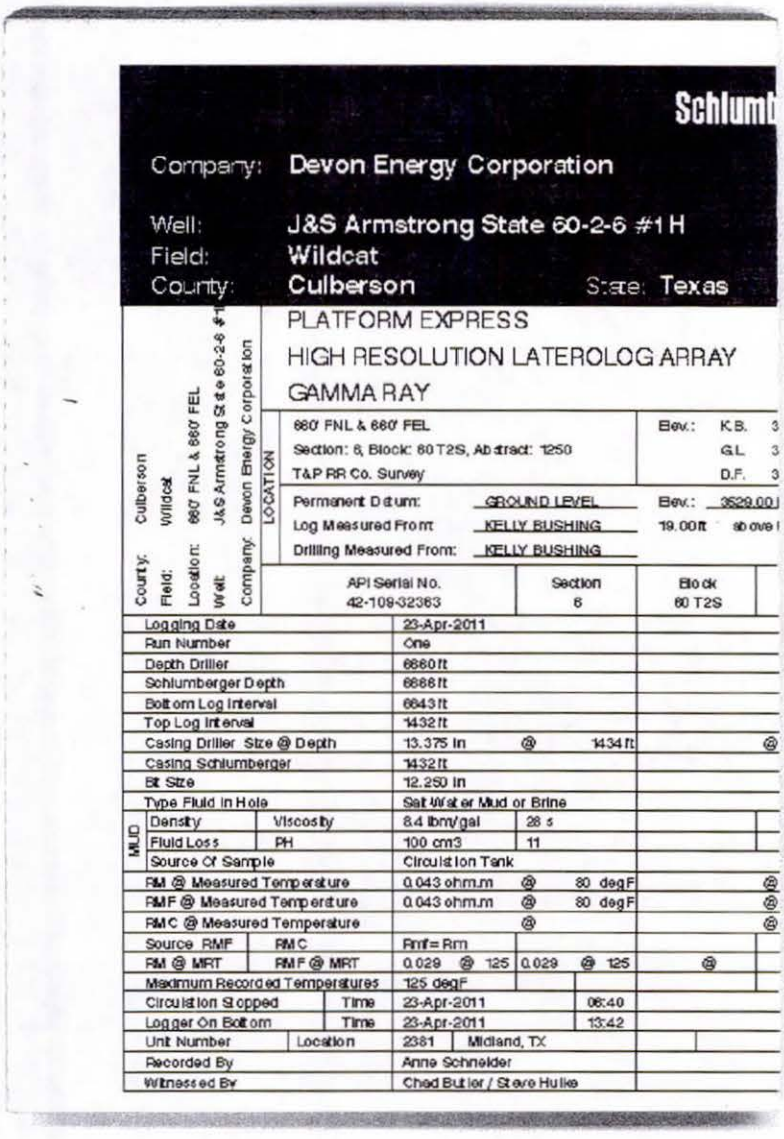
Jack M. Oswalt, P.G.

Geologist, Surface Casing Team
Waste Permits Division

GEOLOGIST SEAL

STATE OF TEXAS
Jack M. Oswalt
Geology
897
LICENSED
PROFESSIONAL GEOSCIENTIST

The seal appearing on this document was authorized by Jack M. Oswalt on 3/30/2011
Note: Alteration of this electronic document will invalidate the digital signature.



Schlumb

Company: Devon Energy Corporation

Well: J&S Armstrong State 60-2-6 #1 H

Field: Wildcat

County: Culberson State: Texas

PLATFORM EXPRESS

HIGH RESOLUTION LATEROLOG ARRAY

GAMMA RAY

County: Culberson
Field: Wildcat
Location: 660' FNL & 660' FEL
Well: J&S Armstrong State 60-2-6 #1
Company: Devon Energy Corporation

LOCATION

660' FNL & 660' FEL
Section: 6, Block: 60 T2S, Abstract: 1250
T&P RR Co. Survey

Elev.: K.B. 3
G.L. 3
D.F. 3

Permanent Datum: GROUND LEVEL Elev.: 3529.00
Log Measured From: KELLY BUSHING 19.00 ft above
Drilling Measured From: KELLY BUSHING

API Serial No.	Section	Block
42-109-32363	6	60 T2S

Logging Date			23-Apr-2011					
Run Number			One					
Depth Driller			6860 ft					
Schlumberger Depth			6866 ft					
Bottom Log Interval			6843 ft					
Top Log Interval			1432 ft					
Casing Driller Size @ Depth			13.375 in	@	1434 ft			@
Casing Schlumberger			1432 ft					
Bit Size			12.250 in					
Type Fluid in Hole			Salt Water Mud or Brine					
MUD Density	Viscosity		8.4 lbm/gal	28 s				
MUD Fluid Loss	PH		100 cm3	11				
MUD Source Of Sample			Circulation Tank					
RM @ Measured Temperature			0.043 ohm.m	@	80 degF			@
RMF @ Measured Temperature			0.043 ohm.m	@	80 degF			@
RMC @ Measured Temperature				@				@
Source RMF	RMC		Rmf = Rm					
RM @ MRT	RMF @ MRT		0.029 @ 125	0.029 @ 125			@	
Maximum Recorded Temperatures			125 degF					
Circulation Stopped	Time		23-Apr-2011	06:40				
Logger On Bottom	Time		23-Apr-2011	13:42				
Unit Number	Location		2381	Midland, TX				
Recorded By			Anne Schneider					
Witnessed By			Chad Butler / Steve Hulke					

APPLICATION FOR ALTERNATE SURFACE CASING PROGRAM

Statewide Rule 13(b)(2)(g)

RRC District 8/8A

7/03

Operator's Name and Address:	Lease: J&S Armstrong 60-2-6	Well No.: 1H
Devon Energy Production Co., L.P.	Field: Wildcat	
20 N. Broadway	Drilling Permit No.: 712564	
Oklahoma City, OK 73102	County: Culberson	RRC District: 08
	Location: Sec. 6 Block 60T2S Sur. T&P Twp.	
	Proposed TD: 11500	

Distance and Direction from nearest town: 23.5 miles W from Orla

Proposed injection or disposal well? ☐Yes ☒No NOTE: Special conditions may apply. See PROVISIONS below.

Usable-quality water strata (as determined by TCEQ "Waterboard" letter) occur to a depth of 100 ft, and from _____ ft to _____ ft, and from _____ ft to _____ ft.

Note: Please submit copy of TCEQ "Waterboard" letter with this request. Request cannot be processed without this information.

Distance and direction of nearest water well (within ¼ mile): None

Type of water well (domestic, public, irrigation, stock, etc.): _____ Depth: _____

Proposed Casing and Cementing Program

Note: You may attach a wellbore diagram or cementing proposal to this application.

This application is for (check applicable boxes): ☐Short surface casing ☒excess surface casing ☐no surface casing

The proposed surface casing depth: 1900 Multi-Stage tool depth (if applicable): _____

Intermediate or production casing depth: _____ Multi-Stage tool depth (if applicable): _____

Centralizer number and placement: one every third joint

Does the cement across the critical zone have 72-hr compressive strength of at least 1,200 psi?	☒Yes	☐No
Does the filler cement have 24-hr compressive strength of at least 250 psi?	☒Yes	☐No
Do you plan on circulating cement to the surface on all casing strings protecting usable-quality water?	☒Yes	☐No

Reason for this request: ~~Long surface casing to cover a salt zone during drilling.~~ ~~See attached cementing~~ proposal.

PROVISIONS APPLICIBLE TO RULE 13 EXCEPTIONS:

1. Caution: If this well is being drilled for injection or disposal purposes, an injection or disposal well permit may be denied unless surface casing is set and cemented through all zones of usable-quality groundwater.
2. Centralizers must be used through all usable-quality waters. Refer to Rule 13(b)(2)(F).
3. Notify District Office 8 hours prior to setting casing.

Signature: Teresa Forgue Print Name: Teresa Forgue Date: 3/30/11 Phone: 405-552-4597

IF CEMENT IS NOT CIRCULATED TO THE GROUND SURFACE AS REQUIRED BY THIS EXCEPTION, YOU MUST IMMEDIATELY CONTACT THE DISTRICT 8/8A OFFICE AT 432-684-5581, AND FOLLOW THE PROCEDURES AS SET OUT IN RULE 13(B)(2)(g)(III) OR AS RECOMMENDED BY THE DISTRICT OFFICE.

RRC Use Only ▶

RRC District Office Action:

☑Approved ☐Approved as Modified ☐Denied By: WMa Date: 3-30-11

Remarks/Modifications: approved as submitted

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-12
(1-1-71)

6. RRC District: 08

7. RRC Lease Number. (Oil completions only):

8. Well Number: #1H

9. RRC Identification Number (Gas completions only):

10. County: Culberson

INCLINATION REPORT
(One Copy Must Be Filed With Each Completion Report.)

1. FIELD NAME (as per RRC Records or Wildcat): Ford, West (Wolfcamp)

2. LEASE NAME: J & S Armstrong State 60-2-6

3. OPERATOR: Devon Energy Prod Co., L.P.

4. ADDRESS: 20 North Broadway, Oklahoma City, OK 73102-8260

5. LOCATION (Section, Block, and Survey): Sec. 6, BLK 60, T2S, T & P RR CO survey

RECORD OF INCLINATION

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
212	2.12	1.1	1.91	4	4
460	2.48	1.1	1.91	4	8
725	2.65	1.17	2.04	5	14
977	2.52	1.37	2.39	6	20
1232	2.55	.86	1.50	3	24
1354	1.22	.14	0.24	0.2	24
1866	5.12	.76	1.32	6	31
2366	5	.66	1.15	5	36
2832	4.66	1.25	2.18	10	47
3645	8.13	.89	1.55	12	59
4091	4.46	.84	1.46	6	66
6591	25	1.25	2.18	54	120
5104	-14.87	1.77	3.08	-45	74
5587	4.83	1.44	2.51	12	87
6023	4.36	1.9	3.31	14	101
6633	6.1	1.64	2.86	17	118

If additional space is needed, use the reverse side of this form.

17. Is any information shown on the reverse side of this form? ☐ yes ☐ no

18. Accumulative total displacement of well bore at total depth of 11,765' feet = 3477 feet.

*19. Inclination measurements were made in – ☐ Tubing ☐ Casing ☐ Open hole ☒ Drill Pipe

20. Distance from surface location of well to the nearest lease line 660 feet.

21. Minimum distance to lease line as prescribed by field rules 660 feet.

22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? yes horizontal

(If the answer to the above question is "yes", attach written explanation of the circumstances.)

INCLINATION DATA CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of the inclination data and facts placed on both sides of this form and that such data and facts are true, correct, and complete to the best of my knowledge. This certification covers all data as indicated by asterisks (*) by the item numbers on this form.

Hubert Crouch
Signature of Authorized Representative

Hubert Crouch - Drilling Superintendent
Name of Person and Title (type or print)

McVay Drilling Company
Name of Company

Telephone: 575 (Area Code) 397-3311

OPERATOR CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of all information presented in this report, and that all data presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all data and information presented herein except inclination data as indicated by asterisks (*) by the item numbers on this form.

Teresa Forgue
Signature of Authorized Representative

Teresa Forgue, Reg. Advisor
Name of Person and Title (type or print)

Devon Energy Prod Co., L.P.
Operator

Telephone: 405 (Area Code) 552-4597

Railroad Commission Use Only:

Approved By: _____ Title: _____ Date: _____

* Designates items certified by company that conducted the inclination surveys.

RECORD OF INCLINATION (Continued from reverse side)

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
6857	2.24	3	5.23	11	130
7114	2.57	4.2	7.32	18	149
7209	.95	2.91	5.07	4	154
7367	1.58	3.12	5.44	8	162
7847	4.8	.29	0.50	2	165
82916	4.49	.62	1.08	4	170
9441	11.45	1.88	3.28	37	207
8143	-12.98	4.9	8.54	-110	96
8206	.63	13.7	23.68	14	111
8302	.96	25.8	43.54	41	153
8631	3.29	32.5	53.72	176	330
8438	-1.93	40.5	64.94	-125	205
8526	.88	48.5	74.89	65	270
8558	.32	50.6	77.27	24	295
8590	.32	53.5	80.38	25	321
8664	.74	60	86.60	64	385
8718	.54	67.8	92.58	49	435
8781	.63	73.9	96.07	60	495
8807	.26	78.3	97.92	25	521
8839	.32	80.1	98.51	31	552
9008	1.69	92.2	99.92	168	721
9355	3.47	90.9	99.98	346	1068
9640	2.85	90.1	99.99	284	1353
9798	1.58	86.9	99.85	157	1511
9988	1.9	88.6	99.97	189	1701
10115	1.27	90.8	99.99	126	1828
10337	2.22	91.4	99.97	221	2050
10622	2.85	92.4	99.91	284	2335
10906	2.84	89.5	99.99	283	2619
11005	.99	90.3	99.99	98	2718
11195	1.9	88.3	99.95	189	2908
11385	1.9	88.2	99.95	189	3097
11485	1	90.9	99.98	99	3197
11671	1.86	87.3	99.88	185	3383
11765	.94	83.9	99.43	93	3477

If additional space is needed, attach separate sheet and check here. ☐

REMARKS: _____

– INSTRUCTIONS –

An inclination survey made by persons or concerns approved by the Commission shall be filed on a form prescribed by the Commission for each well drilled or deepened with rotary tools or when, as a result of any operation, the course of the well is changed. No inclination survey is required on wells that are drilled and completed as dry holes that are plugged and abandoned. (Inclination surveys are required on re-entry of abandoned wells.) Inclination surveys must be made in accordance with the provisions of Statewide Rule 11.

This report shall be filed in the District Office of the Commission for the district in which the well is drilled; by attaching one copy to each appropriate completion for the well. (except Plugging Report)

The Commission may require the submittal of the original charts, graphs, or discs, resulting from the surveys.

Cementer: Fill in shaded areas.
Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4/1/83
483-045

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
DEVON Energy Prod Co LP	216378	08	CULBERSON

5. Field Name (Wildcat or exactly as shown on RRC Records)	6. API No.	7. Drilling Permit No.
Ford, West (Wolfcamp)	42-109-32383	712564

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
J & S ARMSTRONG State 60-2-6			1H

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		4-7-11					
13. • Drilled Hole Size		17 1/2					
• Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)		13 3/8					
15. Top of liner (ft.)							
16. Setting depth (ft.)		1434'					
17. Number of centralizers used		32					
18. Hrs. Waiting on cement before drill-out		8+					
1st Slurry	19. API cement used: No. of sacks	1000					
	Class	C					
	Additives	REMARKS A					
2nd Slurry	No. of sacks	400					
	Class	C					
	Additives	REMARKS B					
3rd Slurry	No. of sacks						
	Class						
	Additives						
1st	20. Slurry pumped: Volume (cu. ft.)	1570					
	Height (ft.)	2260					
2nd	Volume (cu. ft.)	536					
	Height (ft.)	717					
3rd	Volume (cu. ft.)						
	Height (ft.)						
Total	Volume (cu. ft.)	2106					
	Height (ft.)	2977					
21. Was cement circulated to ground surface (or bottom of cellar) outside casing ?		YES					

(22). Remarks A-(60POZ:40C)+5%SALT+1/10%R-3+.125#/SK CELLOFLAKE+3#/SK LCM-1+1%SMS
Remarks B-C+1%CACL2+.125#/SK CELLOFLAKE

415 SKS TO PIT

1070 42-109-32383 Track 50039

CEMENTING TO PLUG AND ABANDON	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
23. Cementing date								
24. Size of hole or pipe plugged (in.)								
25. Depth to bottom of tubing or drill pipe (ft.)								
26. Sacks of cement used (each plug)								
27. Slurry volume pumped (cu. ft.)								
28. Calculated top of plug (ft.)								
29. Measured top of plug, if tagged (ft.)								
30. Slurry wt. (lb/gal)								
31. Type cement								

CEMENTER'S CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this Certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my Supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Trenton Avera---Service Supervisor	BJ Services Company	
Name and title of cementer's representative	Cementing Company	Signature

P.O. Box 4717	Odessa,	Texas	79760	(432) 381-2301	4-7-11
Address	City,	State,	Zip Code	Tel: Area Code Number	Date: mo. Day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this Certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form Are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Teresa Forque	Reg. Advisor	Teresa Forque
Typed or printed name of operator's representative	Title	Signature

333 W. Sheridan, OKC, OK 73102	405/552-4597	3/30/12
Address City, State, Zip Code	Tel.: Area Code Number	Date: mo. Day yr.

nter: Fill in shaded areas.
or: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4/1/83
483-045

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
DEVON ENERGY PROD CO LP	216378	08	Culberson
5. Field Name (Wildcat or exactly as shown on RRC Records)	**6. API No.**		**7. Drilling Permit No.**
Ford, West (Wolfcamp)	42-109-32383		712564
8. Lease Name	**9. Rule 37 Case No.**	**10. Oil Lease/Gas ID No.**	**11. Well No.**
State J&S ARMSTRONG 60-2-6			1H

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date						4/25/11	4/25/11
13. • Drilled Hole Size						12 1/4	12 1/4
• Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)						9 5/8	9 5/8
15. Top of liner (ft.)							
16. Setting depth (ft.)						3602'	6660'
17. Number of centralizers used						34	34
18. Hrs. Waiting on cement before drill-out						8+	8+
1st Slurry	19. API cement used: No. of sacks					510	490
	Class					C	C
	Additives					Remarks3	Remarks1
2nd Slurry	No. of sacks					100	422
	Class					C	C
	Additives					Remarks4	Remarks2
3rd Slurry	No. of sacks						
	Class						
	Additives						
1st	20. Slurry pumped: Volume (cu. ft.)					1464	1132
	Height (ft.)					4674	3615
2nd	Volume (cu. ft.)					137	565
	Height (ft.)					437	1806
3rd	Volume (cu. ft.)						
	Height (ft.)						
Total	Volume (cu. ft.)					1601	1697
	Height (ft.)					5111	5421
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?						YES	YES

Remarks 1:(50POZ:50C:10GEL)+.125#/SKCELLOFLAKE+3#/SKLCM-1+3/10%FL52A+2/10%ASA301+2/10%SMS
Remarks 2: C(60POZ:40C)+1%SALT+1/10%R3+.125#/SKCELLOFLAKE+.75%BA-10A
Remarks 3:C+.125#/SKCELLOFLAKE+3%SMS
Remarks4: C(60POZ:40C)+5%SALT+4/10%SMS+4%MPA-5

1070 42-10932383 Track 50039

CEMENTING TO PLUG AND ABANDON	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
23. Cementing date								
24. Size of hole or pipe plugged (in.)								
25. Depth to bottom of tubing or drill pipe (ft.)								
26. Sacks of cement used (each plug)								
27. Slurry volume pumped (cu. Ft.)								
28. Calculated top of plug (ft.)								
29. Measured top of plug, if tagged (ft.)								
30. Slurry wt. (lb/gal)								
31. Type cement								

CEMENTER'S CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this Certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my Supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Gerron McClure — Name and title of cementer's representative

BJ Services Company — Cementing Company

Signature

P.O. Box 4717 — Address

Odessa, — City,

Texas — State,

79760 — Zip Code

(432) 381-2301 — Tel: Area Code Number

4/25/2011 — Date: mo. day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this Certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form re true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Teresa Forgue — Typed or printed name of operator's representative

Reg. Advisor — Title

Teresa Forgue — Signature

333 W. Sheridan Ave, OKC, OK 73102 — Address, City, State, Zip Code

405/552 4597 — Tel.: Area Code Number

3/30/12 — Date: mo. day yr.

Cementer: Fill in shaded areas.
Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4/1/83
483-045

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
DEVON Energy Prod Co LP	216378	08	CULBERSON

5. Field Name (Wildcat or exactly as shown on RRC Records)	6. API No.	7. Drilling Permit No.
Ford, West (Wolfcamp)	42-109-32383	712564

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
J&S ARMSTRONG State 60-2-6			1H

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date							
13. • Drilled Hole Size							
• Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)							
15. Top of liner (ft.)							
16. Setting depth (ft.)							
17. Number of centralizers used							
18. Hrs. Waiting on cement before drill-out							
1st Slurry	19. API cement used: No. of sacks						
	Class						
	Additives						
2nd Slurry	No. of sacks						
	Class						
	Additives						
3rd Slurry	No. of sacks						
	Class						
	Additives						
1st	20. Slurry pumped: Volume (cu. ft.)						
	Height (ft.)						
2nd	Volume (cu. ft.)						
	Height (ft.)						
3rd	Volume (cu. ft.)						
	Height (ft.)						
Total	Volume (cu. ft.)						
	Height (ft.)						
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?							

Remarks 1: H+.25%R-21
Remarks 2: H+1.20%CD-32

1070

42-109-32383 Track 50039

CEMENTING TO PLUG AND ABANDON	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
23. Cementing date	5/9/11	5/10/11						
24. Size of hole or pipe plugged (in.)	95/8	95/8						
25. Depth to bottom of tubing or drill pipe (ft.)	9806'	8599'						
26. Sacks of cement used (each plug)	370	465						
27. Slurry volume pumped (cu. Ft.)	437	414						
28. Calculated top of plug (ft.)	8759	7605						
29. Measured top of plug, if tagged (ft.)	8887'	7806'						
30. Slurry wt. (lb/gal)	15.6	18						
31. Type cement	H	H						

CEMENTER'S CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this Certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my Supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Gerron McClure — Name and title of cementer's representative

BJ Services Company — Cementing Company

MMC — Signature

P.O. Box 4717 — Address | **Odessa,** — City, | **Texas** — State, | **79760** — Zip Code | **(432) 381-2301** — Tel: Area Code Number | **5/9/2011** — Date: mo. day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this Certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form re true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Teresa Forgue — Typed or printed name of operator's representative

Reg Adviser — Title

Teresa Forgue — Signature

333 W. Sheridan, OKC, OK 73102 — Address, City, State, Zip Code | 405/552-4597 — Tel.: Area Code Number | 3/30/12 — Date: mo. day yr.

Instructions to Form W-15, Cementing Report

IMPORTANT: Operators and cementing companies must comply with the requirements of the Commission's Statewide Rules 8 (Water Protection), 13 (Casing, Cementing, Drilling, and Completion), and 14 (Well Plugging). For offshore operations, see the requirements of Rule 13 (c) .

A. What to file. An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form. Form W-15 should be filed with the following.

- An initial oil or gas completion report, Form W-2 or G-1, as required by Statewide or special field rates;
- Form W-4, Application for Multiple Completion, if the well is a multiple parallel casing completion; and
- Form W-3, Plugging Record, unless the W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.

B. Where to file. The appropriate Commission District Office for the county in which the well is located.

C. Surface Casing. An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Committee.

D. Centralizers. Surface Casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In Non-deviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

E. Exceptions and alternative casing programs. The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection depth for strata containing usable-quality water. The District Director may approve, modify, or reject a proposed program. An operator must obtain approval of any exception before beginning casing and cementing operations.

F. Intermediate and production casing. For specific technical requirements, operators should consult Statewide Rule 13 (3) and (4).

G. Plugging and abandoning. Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot cement plug must be placed in the top of the well, and the casing must be cut off three foot below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug

To plug and abandon a well, operators must use only cementers approved by the Director of Field Operations, Cementing companies, service companies or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.

Cementer: Fill in shades areas.

Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report

ANADARKORev. 4/1/83
483-045

1. Operator's Name (As shown of Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.,	4. County of Well Site
Devon Energy Prod Co., L.P.	216378	08	Culberson
5. Field Name (Wildcat or exactly as shown on RRC records)	6.API No. 42-109-32383-0000		7. Drilling Permit No. 712564
Ford, West (Wolfcamp)			
8.Lease Name	9.Rule 37 Case No.	10. Oil Lease/Gas ID No.	11.Well No.
Armstrong J&S State 60-2-6			#1H

CASING CEMENT DATA:		SURFACE	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date			5-20-2011				
13. • Drilled hole size			8 3/4				
• Est. % wash or hole enlargement							
14. Size of casing (In. O.D.)			7				
15. Top of liner (ft.)							
16. Setting Depth			8937'				
17. Number of centralizers used			32				
18. Hrs. Waiting on cement before drill out			8+				
1st Slurry	19. API cement used: No. of sacks		220				
	Class		50:50:10				
	Additives		Poz, H, Gel, CF, LCM-1, ASA-301, FL-52A				
2nd Slurry	No. of sacks		150				
	Class		60:40				
	Additives		Poz, H, SALT, R-3, CF, BA-10A, MPA-5				
3rd Slurry	No. of sacks						
	Class						
	Additives						
1st	20. Slurry pumped: Volume (cu.ft.)		506				
	Height (ft.)		3366				
2nd	Volume (cu.ft.)		201				
	Height (ft.)		1337				
3rd	Volume (cu.ft.)						
	Height (ft.)						
Total	Volume (cu.ft.)		707				
	Height (ft.)		4703				
21. Was cement circulated to ground surface (or bottom of cellar) outside casing			No				

22. Remarks

42-109-32383 Track 50039

CEMENTING TO PLUG AND ABANDON	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
23. Cementing date								
24. Size of hole or pipe plugged (in.)								
25. Depth to bottom of tubing or drill pipe (ft.)								
26. Sacks of cement used (each plug)								
27. Slurry volume pumped (cu. ft.)								
28. Calculated top of plug (ft.)								
29. Measured top of plug, if tagged (ft.)								
30. Slurry wt. (lbs/gal)								
31. Type of cement								

CEMENTERS CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed me by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Eric L. Dillingham / Service Supervisor — Name and title of cementer's representative

BJ SERVICES COMPANY — Cementing Company

Signature Eric Dillingham

P.O. Box 593 — Address

Kilgore , — City,

Tx. — State,

75662 — Zip Code

903-984-0687 — Tel.: Area Code Number

5-20-2011 — Date: mo day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct,, and complete, to the best of my knowledge. This certification covers all well data.

Teresa Forque — Typed or printed name of operator's representative

Reg. Specialist — Title

Teresa Forque — Signature

333 W. Sheridan Ave, — Address

OKC, — City,

OK — State,

73102 — Zip Code

405/552-4597 — Tel.: Area Code Number

3/30/12 — Date: mo day yr.

Instructions to Form W-15, Cementing Report

IMPORTANT: Operators and cementing companies must comply with the requirements of the Commission's Statewide Rules 8 (Water Protection), 13 (Casing Cementing, Drilling and Completion), and 14 (Well Plugging). For offshore operations, see the requirements of Rule 13 (c).

A. What to file. An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form. Form W-15 should be filed with the following:

- An initial oil or gas completion report, Form W-2 or G-1, as required by Statewide or special field rules;
- Form W-4, Application for Multiple Completion, if the well is a multiple parallel casing completion; and
- Form W-3, Plugging Record, unless the W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to W-3, to show any casing cemented in the hole.

B. Where to file. The appropriate Commission District Office for the county in which the well is located.

C. Surface casing. An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by The Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protecting depth. Surface casing should not be set deeper that 200 feet below the specified depth without prior approval from the Commission.

D. Centralizers. Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be place every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

F. Intermediate and production casing. For specific technical requirements, operators should consult Statewide Rule 13 (b) (3) and (14).

G. Plugging and abandoning. Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot plug must be placed in the top of the well, and the casing must be cut off three feet below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug.

To plug and abandon a well, operators must use only cementers approved by the Director of Field Operations. Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.

Cementer: Fill in shaded areas.
Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4/1/83
483-045

1. Operator's Name (As shown on Form P-5, Organization Report)	2. RRC Operator No.	3. RRC District No.	4. County of Well Site
DEVON ENERGY ProdCoLP	216378	08	CULBERSON

5. Field Name (Wildcat or exactly as shown on RRC Records)	6. API No.	7. Drilling Permit No.
Ford, West (Wolfcamp)	42-109-32383	712564

8. Lease Name	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No.
J&S ARMSTRONG State 60-2-6			1H

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date				5-31-11			
13. • Drilled Hole Size							
• Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)							
15. Top of liner (ft.)				8116'			
16. Setting depth (ft.)				11883'			
17. Number of centralizers used							
18. Hrs. Waiting on cement before drill-out							
1st Slurry	19. API cement used: No. of sacks			425			
	Class			H			
	Additives			REMARK 1			
2nd Slurry	No. of sacks						
	Class						
	Additives						
3rd Slurry	No. of sacks						
	Class						
	Additives						
1st	20. Slurry pumped: Volume (cu. ft.)			544			
	Height (ft.)			4875			
2nd	Volume (cu. ft.)						
	Height (ft.)						
3rd	Volume (cu. ft.)						
	Height (ft.)						
Total	Volume (cu. ft.)			544			
	Height (ft.)			4875			
21. Was cement circulated to ground surface (or bottom of cellar) outside casing ?				No			

(22). Remarks # 5% SALT + .125#/SK CELLOFLAKE + .3% CD-32 + .5% FL-25 + .5% SMS + .5% FL-52A

22 BBLS CMT REVERSED OUT

42-109-32383 Track 50039

CEMENTING TO PLUG AND ABANDON	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
23. Cementing date								
24. Size of hole or pipe plugged (in.)								
25. Depth to bottom of tubing or drill pipe (ft.)								
26. Sacks of cement used (each plug)								
27. Slurry volume pumped (cu. ft.)								
28. Calculated top of plug (ft.)								
29. Measured top of plug, if tagged (ft.)								
30. Slurry wt. (lb/gal)								
31. Type cement								

CEMENTER'S CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this Certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my Supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

JAIME AGUILAR---Service Supervisor — Name and title of cementer's representative

BJ Services Company — Cementing Company

Signature

P.O. Box 4717 — Address

Odessa, — City,

Texas — State,

79760 — Zip Code

(432) 381-2301 — Tel: Area Code Number

5-31-11 — Date: mo. Day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this Certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form Are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Teresa Forque — Typed or printed name of operator's representative

Reg. Advisor — Title

Teresa Forque — Signature

3331 N Sheridan Ave, OKC, OK 73102 — Address City, State, Zip Code

405/552-4597 — Tel.: Area Code Number

3/30/12 — Date: mo. day yr.

CUDD
DRILLING & MEASUREMENT SERVICES

CUDD Drilling & Measurement Services
3201 E. Loop 250 N.
Midland, TX 79705
Tel: (432) 689-5700
Fax: (432) 689-5716

May 31, 2011

Railroad Commission of Texas
Oil & Gas Division
Attention: Pam Johns
P.O. Box 12967
Capital Station
Austin, Texas 78711

Re:	Customer:	Devon Energy Production Co, LP
	Well Name:	J & S Armstrong State 60-2-6 #1H
	Survey:	T&P RR Co, WP Herbert Survey, Sec 6, Blk 60 T2S, A-1250
	County:	Culberson County, Texas
	API No.:	42-109-32383

Ms. Johns,

Enclosed, please find the copy of the survey performed on the referenced well by CUDD Drilling and Measurement Services (RRC#191912). Other information required by your office is as follows:

Name & Title of Surveyor	Drainhole Number	Surveyed Depths	Dates Performed	Type of Survey
Daniel Caruthers MWD Engineer	Drain Hole #1	8,111' – 11,883'	05/12/11 – 05/29/11	MWD

A certified plat on which the bottom hole location is oriented both to the surface location and to the lease lines (or unit line in case of pooling) is attached to the survey report. If any other information is required, please contact the undersigned at the letterhead address and phone number.

Mike Starkey
Operations Coordinator
CUDD Drilling and Measurement Services.
Midland, Texas

Enclosures
CC: Devon Energy Production Co, LP

CUDD Drilling & Measurement Services
3201 E. Loop 250 N.
Midland, TX 79705
Tel: (432) 689-5700
Fax: (432) 689-5716

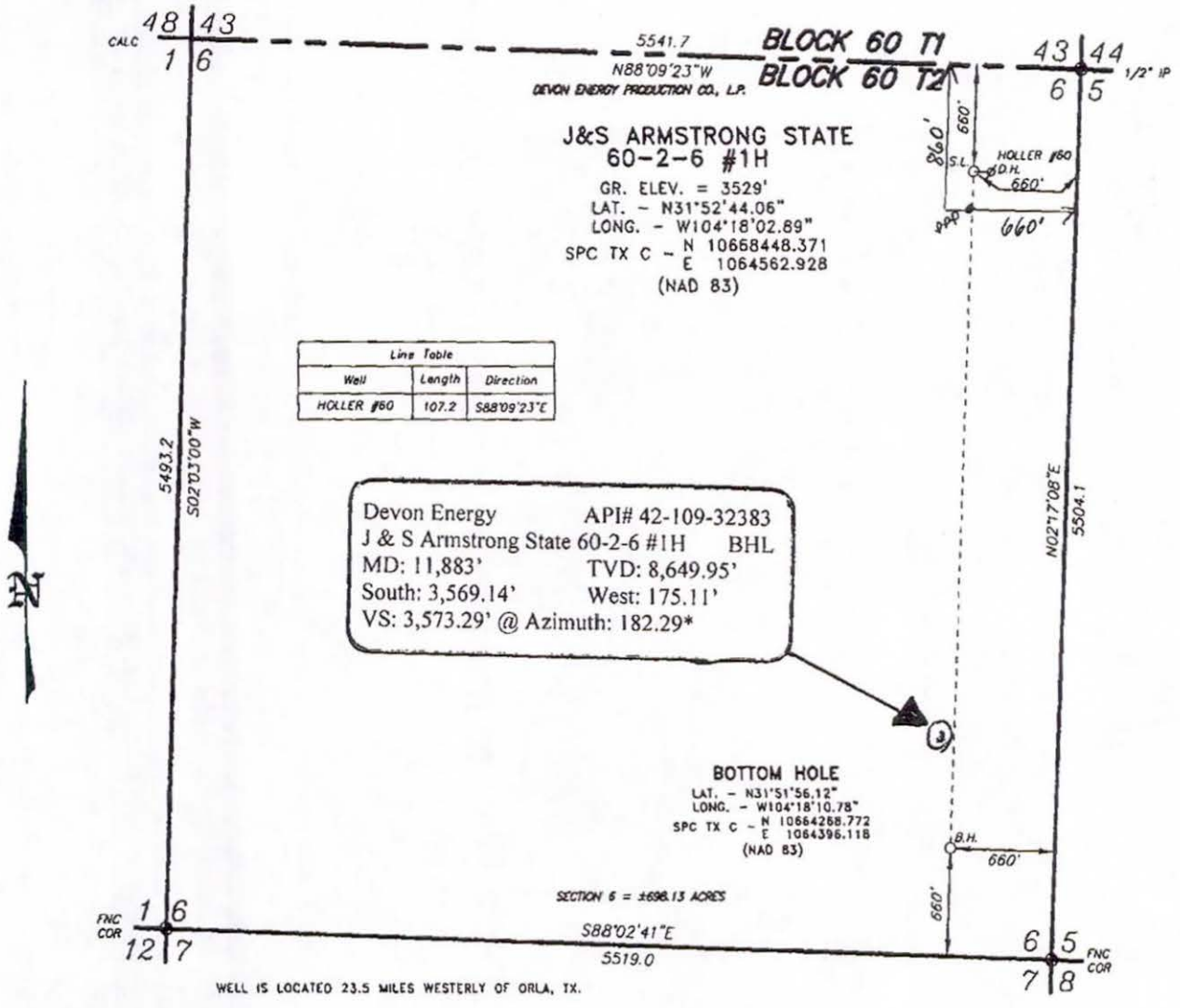
SURVEY CERTIFICATION SHEET

STATE OF TEXAS
COUNTY OF MIDLAND

I, Daniel Caruthers, certify that; I am employed by CUDD Drilling and Measurement Services (RRC#191912); that I did on the day(s) of 05/12/2011 – 05/29/2011 conduct or supervise the taking of MWD surveys from a depth of 8,111 feet to a depth of 11,883 feet; that the data is true, correct, complete and within the limitations of the tool as set forth by CUDD Drilling and Measurement Services.; that I am authorized and qualified to make this report; that this survey was conducted at the request of Devon Energy Production Co, LP for the J & S Armstrong State 60-2-6 #1H, API # 42-109-32383 in Culberson County, Texas; and that I have reviewed this report and find that it conforms to the principles and procedures as set forth by CUDD Drilling and Measurement Services.

Daniel Caruthers
MWD Engineer

SECTION 6, BLOCK 60, TOWNSHIP 2, T&P RR CO SURVEY,
CULBERSON COUNTY, TEXAS.



WELL IS LOCATED 23.5 MILES WESTERLY OF ORLA, TX.

1. SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.
2. COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.
3. SURVEY IS NOT A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

GARY L. JONES
6074
PROFESS ONAL LAND SURVEYOR

GARY L. JO... No. 7977
...L.S. No. 5074

1000 0 1000 2000 FEET

DEVON ENERGY PRODUCTION CO., L.P.

REF: J&S ARMSTRONG STATE 60-2-6 #1H / WELL PAD TOPO

THE J&S ARMSTRONG STATE 60-2-6 #1H LOCATED 660' FROM THE NORTH LINE AND 660' FROM THE EAST LINE, SECTION 6, BLOCK 60, TOWNSHIP 2, T&P RR CO SURVEY, CULBERSON COUNTY, TEXAS.

BASIN SURVEYS P.O. BOX 1786 – HOBBS, NEW MEXICO

W.O. Number: 23664	Drawn By: J. M. SMALL		
Date: 11-16-2010	Disk: 23664	Survey Date: 11-04-2010	Sheet 1 of 1 Sheets

File No. MF110343 (10)
Completion Packet: 42-109-32383

Date Filed: 10/07/2014
Jerry E. Patterson, Commissioner
By LSP

6720 = ODA, not unit

N
W E
S

MF110343

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Printed: Mar 28, 2014

File No. MF110343 (11)

Plat

Date Filed: 10/07/2014

Jerry E. Patterson, Commissioner

By LPP

12:01:56 Mon Oct 06, 2014

42-109-32383

DISTRICT > 08 OIL LEASE LEDGER STATUS INQUIRY
FIELD > FORD, WEST (WOLFCAMP) # 31913 800
OPERATOR > CIMAREX ENERGY CO. # 153438
LEASE > J & S ARMSTRONG STATE 60-2-6 # 43489

MM/YYYY	OIL ALLOW	OIL PROD	* * DISPOSITIONS * * AMT	CODE	AMT	CODE	EOM BAL	CUMU OVERAGE	MOVEABLE BAL
09/2013	**1020**	**304**	**375**	**1**	**10**	**8**	**235**	**0**	**235**
10/2013	527	280	384	1	2	8	129	0	129
11/2013	**510**	**262**	**172**	**1**	**5**	**8**	**214**	**0**	**214**
12/2013	527	265	377	1	4	8	98	0	98
01/2014	**527**	**214**	**183**	**1**	**6**	**8**	**123**	**0**	**123**
02/2014	476	206	178	1	14	8	137	0	137
03/2014	**527**	**139**					**276**	**0**	**276**
04/2014	270	137	171	1	5	8	237	0	237
05/2014	**279**	**145**	**190**	**1**	**8**	**8**	**184**	**0**	**184**
06/2014	150	116	189	1	2	8	109	0	109
07/2014	**155**	**105**	**2**	**8**			**212**	**0**	**212**
08/2014	155	95	172	1	2	8	133	0	133

GO TO DIST > LEASE # >
PF1=HELP PF2=CSGHD LDGR INQ PF3=MENU PF4=PROD RMKS PF6=PROD
PF7=SCHED PF8=P4 PF9=LDGR _ PF17=P-17 PMT _ PF18=T1 INQ _ PF19=HIST LDG
** PRESS ENTER TO SCROLL **

12:01:39 Mon Oct 06, 2014

DISTRICT > 08 OIL LEASE LEDGER STATUS INQUIRY
FIELD > FORD, WEST (WOLFCAMP) # 31913 800
OPERATOR > CIMAREX ENERGY CO. # 153438
LEASE > J & S ARMSTRONG STATE 60-2-6 # 43489

MM/YYYY	OIL ALLOW	OIL PROD	* * DISPOSITIONS * * AMT	CODE	AMT	CODE	EOM BAL	CUMU OVERAGE	MOVEABLE BAL
09/2012	1020	439	378	1			424	2704	-2280
10/2012	1054	380	544	1			260	2030	-1770
11/2012	1020	165	199	1	2	8	224	1175	-951
12/2012	1054	44	165	1			103	165	-62
01/2013	1054	414	176	1	11	8	330	0	330
02/2013	952	262	365	1	9	8	218	0	218
03/2013	1054	295	194	1	31	8	288	0	288
04/2013	1020	223	366	1	42	8	103	0	103
05/2013	1054	0					103	0	103
06/2013	1020	92					195	0	195
07/2013	1054	179	190	1	3	8	181	0	181
08/2013	1054	339	199	1	5	8	316	0	316

GO TO DIST > LEASE # >
PF1=HELP PF2=CSGHD LDGR INQ PF3=MENU PF4=PROD RMKS PF6=PROD
PF7=SCHED PF8=P4 PF9=LDGR _ PF17=P-17 PMT _ PF18=T1 INQ _ PF19=HIST LDG
** PRESS ENTER TO SCROLL **

12:01:22 Mon Oct 06, 2014

DISTRICT > 08 HISTORICAL OIL LEDGER INQUIRY
FIELD > FORD, WEST (WOLFCAMP) # 31913 800
OPERATOR > DEVON ENERGY PRODUCTION CO, L.P. # 216378
LEASE > J & S ARMSTRONG STATE 60-2-6 # 43489

MM/YYYY	ALLOW	OIL PROD	* * DISPOSITIONS * * AMT	CODE	AMT	CODE	EOM BAL	CUMU OVERAGE	MOVEABLE BAL
01/2012	0	0					210	878	-668
02/2012	0	0					210	878	-668
03/2012	0	281	320	1			171	1159	-988
04/2012	0	1242	883	1			530	2401	-1871
05/2012	0	505	637	1			398	2906	-2508
06/2012	0	476	339	1			535	3382	-2847
07/2012	0	158	570	1			123	3540	-3417
08/2012	850	595	355	1			363	3285	-2922

GO TO DIST > LEASE # > YEAR >
PF1=HELP PF2=CSGHD PF3=MENU PF4=PREV YR PF5=NEXT YR PF6=LDGR PF7=CORRECTED P1
PF8=P4 PF9=DISPOSITIONS

12:01:04 Mon Oct 06, 2014

DISTRICT > 08 HISTORICAL OIL LEDGER INQUIRY
FIELD > FORD, WEST (WOLFCAMP) # 31913 800
OPERATOR > DEVON ENERGY PRODUCTION CO, L.P. # 216378
LEASE > J & S ARMSTRONG STATE 60-2-6 # 43489

MM/YYYY	ALLOW	OIL PROD	* * DISPOSITIONS * * AMT	CODE	AMT	CODE	EOM BAL	CUMU OVERAGE	MOVEABLE BAL
01/2011									
02/2011									
03/2011									
04/2011									
05/2011									
06/2011									
07/2011									
08/2011	0	0					0	0	0
09/2011	0	876	530	1			346	876	-530
10/2011	0	0					346	876	-530
11/2011	0	2	138	1			210	878	-668
12/2011	0	0					210	878	-668

GO TO DIST > LEASE # > YEAR >
PF1=HELP PF2=CSGHD PF3=MENU PF4=PREV YR PF5=NEXT YR PF6=LDGR PF7=CORRECTED P1
PF8=P4 PF9=DISPOSITIONS

File No. MF110343 (12)

Production Report: 42-109-32383

Date Filed: 10/07/2014

Jerry E. Patterson, Commissioner

By

WELL TIMELINE

Lease No.: MF110343	Lease Date: 06/17/2009	PT: 5 yrs	PT Expiration: 06/17/2014	Ret. Ac. Date: 06/17/2016
Well Name & No.	J & S Armstrong State 60-2-6 #1H			
API #	42-109-32383			
RRC ID #	43489			
RRC District	08			
Wellbore Profile	Horizontal			
TVD	9806			
Field	Ford, West (Wolfcamp)			
P-15 Acres	320			
Length of Lateral	No "As-Drilled" plat with length of lateral found. NA - State Fee Land			
RRC Proration Schedule	Oil			
ODA or PSA Number	ODA6720			
Unit # & Type	NA			
Unit Termination	NA			
Permit Issued	3/24/2011			
Permit Amended	8/26/2011			
Permit Expired	NA			
Date Commenced	4/4/2011			
Date Completed	6/2/2011			
Date Plugged	NA			
1st Production	9/1/2011			
Production Gaps	05/2013 12/2011 - 02-2012 10/2011			
Last Production	08/2014			
Termination Date, if applicable	NA			
Comments: Production Gap occurred during primary term so it does not affect lease status.				
10/06/2014				

File No. MF110343 (13)

Well Timeline: 42-109-32383

Date Filed: 10/07/2014

Jerry E. Patterson, Commissioner

By LDP

devon 10·10·11

Devon Energy Corporation
20 North Broadway
Oklahoma City, OK 73102-8260

405 235 3611 phone
www.devonenergy.com

MF 110343

UNIT# /

DIVISION ORDER

Property No.: 035998-020
Property Name: **Armstrong J & S ST 60 2 6 1H**
Operator: DEVON ENERGY PRODUCTION COMPANY, L.P.
County and State: Culberson County, Texas
Property Description: Drill Site Lease: All of Section 6, Block 60, Township 2 South, T&P RR Co Survey, containing 698.13 acres, more or less

Date Prepared: October 4, 2011
Prepared By: Kim Stephens
Telephone No.: 405-228-8234
Effective Date: First Production

Production Oil: X Gas: X Other NGL's

OWNER NUMBER	OWNER NAME	DECIMAL INTEREST	INTEREST TYPE
999001	DEVON ENERGY PRODUCTION CO LP	0.75000000	WI
53410	STATE OF TEXAS	0.12500000	ROY
487464	JOHN COLE ARMSTRONG & ELIZABETH BASS ARMSTRONG	0.12500000	ROY
	TOTAL	1.00000000	

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Devon Energy Production Company, L.P. (Payor).

Payor shall be notified in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100, or pay May 15 of each year, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: None

Owner(s) Signature(s): _____ _____

Owner(s) Social Security or Tax I.D. Number(s): _____ _____

Owner Daytime Telephone No.: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in **28%** tax withholding and will not be refundable by Payor.

YOUR COPY

53410
STATE OF TEXAS
% GENERAL LAND OFFICE
STEPHEN F AUSTIN BUILDING
1700 N CONGRESS
AUSTIN, TX 78701-0000

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

October 18, 2011

Devon Energy Corp.
20 N Broadway
Oklahoma City, OK 73102

Re: State Lease MF110343
Armstrong J&S 60 2 6 1H
035998-020

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division

API No. 42-109-32383

Drilling Permit # 712564

SWR Exception Case/Docket No.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

FORM W-1 07/2004

Permit Status: Approved

1. RRC Operator No. 216378

2. Operator's Name (as shown on form P-5, Organization Report): DEVON ENERGY PRODUCTION CO, L.P.

3. Operator Address (include street, city, state, zip):

4. Lease Name: J & S ARMSTRONG STATE 60-2-6

5. Well No. 1H

GENERAL INFORMATION

6. Purpose of filing (mark ALL appropriate boxes): [X] New Drill [ ] Recompletion [ ] Reclass [ ] Field Transfer [ ] Re-Enter [ ] Amended [ ] Amended as Drilled (BHL) (Also File Form W-1D)

7. Wellbore Profile (mark ALL appropriate boxes): [ ] Vertical [X] Horizontal (Also File Form W-1H) [ ] Directional (Also File Form W-1D) [ ] Sidetrack

8. Total Depth: 11500

9. Do you have the right to develop the minerals under any right-of-way ? [X] Yes [ ] No

10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? [ ] Yes [X] No

SURFACE LOCATION AND ACREAGE INFORMATION

11. RRC District No. 08

12. County: CULBERSON

13. Surface Location [X] Land [ ] Bay/Estuary [ ] Inland Waterway [ ] Offshore

14. This well is to be located 23.5 miles in a W direction from Orla which is the nearest town in the county of the well site.

15. Section: 6

16. Block: 60 T2S

17. Survey: T&P RR CO / HERBERT, W P

18. Abstract No.: A-1250

19. Distance to nearest lease line: 660 ft.

20. Number of contiguous acres in lease, pooled unit, or unitized tract: 698.13

21. Lease Perpendiculars: 660 ft from the NORTH line and 660 ft from the EAST line.

22. Survey Perpendiculars: 660 ft from the NORTH line and 660 ft from the EAST line.

23. Is this a pooled unit? [ ] Yes [X] No

24. Unitization Docket No:

25. Are you applying for Substandard Acreage Field? [ ] Yes (attach Form W-1A) [X] No

FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.

26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
08	00018001	WILDCAT	Oil or Gas Well	11150	0.00	1

BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)

Remarks

Certificate:

I certify that information stated in this application is true and complete, to the best of my knowledge.

Teresa Forgue, Sr. Regulatory Specialist — Name of filer

Mar 22, 2011 — Date submitted

(405)5524597 — Phone

teresa.forgue@dvn.com — E-mail Address (OPTIONAL)

RRC Use Only Data Validation Time Stamp: Mar 24, 2011 1:46 PM('As Approved' Version)

Permit Status: Approved

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Form W-1H 07/2004
Supplemental Horizontal Well Information

Permit # 712564

Approved Date: Mar 24, 2011

1. RRC Operator No.	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. Well No.
216378	DEVON ENERGY PRODUCTION CO, L.P.	J & S ARMSTRONG STATE 60-2-6	1H

Lateral Drainhole Location Information

5. Field as shown on Form W-1: WILDCAT (Field # 00018001, RRC District 08)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
6	60 T2S	T&P RR CO / HERBERT, W P	1250	CULBERSON

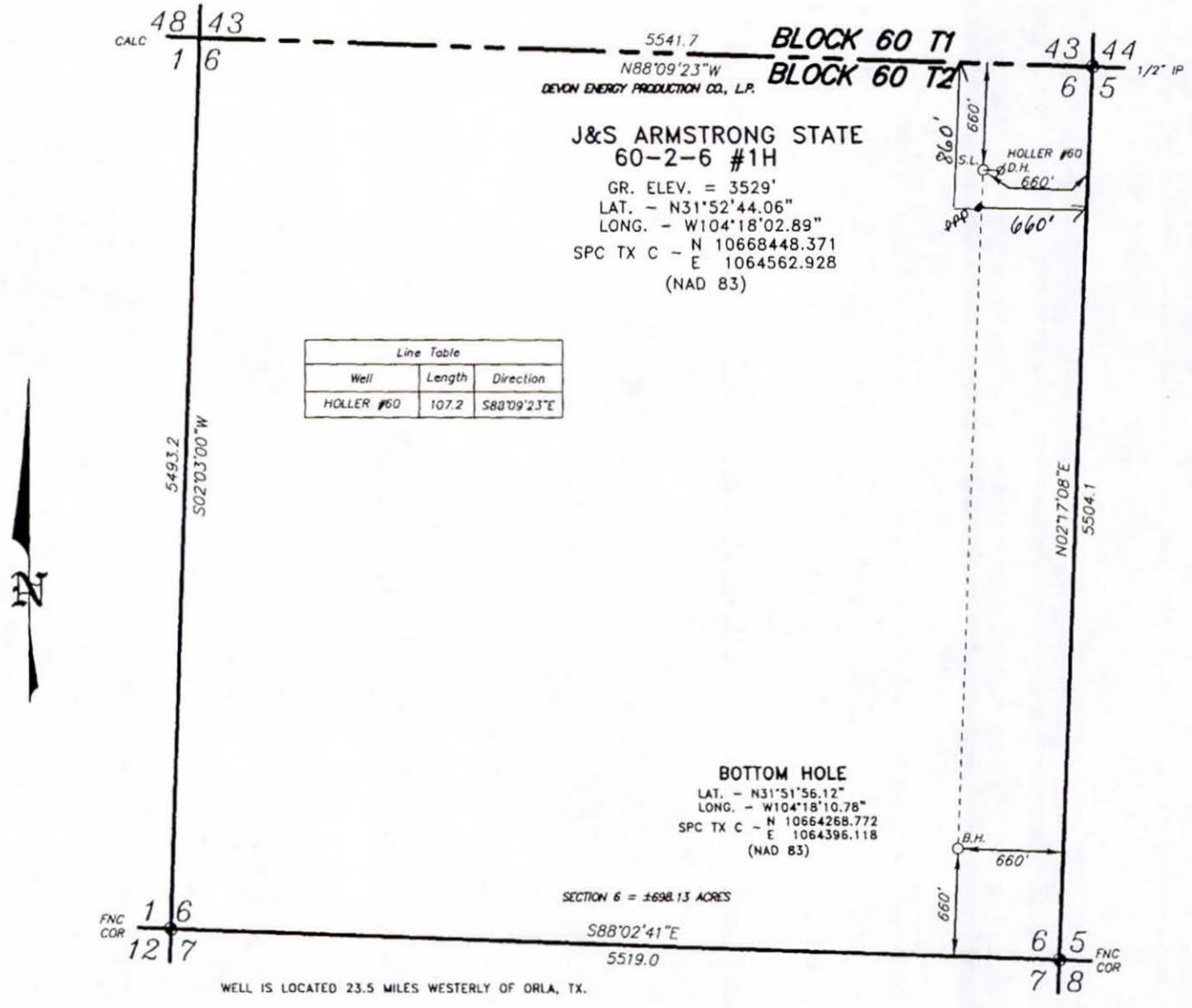
11. Terminus Lease Line Perpendiculars
660 ft. from the South line, and 660 ft. from the East line

12. Terminus Survey Line Perpendiculars
660 ft. from the South line, and 660 ft. from the East line

13. Penetration Point Lease Line Perpendiculars
860 ft. from the North line, and 660 ft. from the East line

SECTION 6, BLOCK 60, TOWNSHIP 2, T&P RR CO SURVEY,

CULBERSON COUNTY, TEXAS.



1. SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.
2. COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.
3. SURVEY IS NOT A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

GARY L. JONES
5074

GARY L. JONES, R.P.L.S. No. 7977
No. 5074

1000 0 1000 2000 FEET

DEVON ENERGY PRODUCTION CO., L.P.

REF: J&S ARMSTRONG STATE 60-2-6 #1H / WELL PAD TOPO

THE J&S ARMSTRONG STATE 60-2-6 #1H LOCATED 660' FROM THE NORTH LINE AND 660' FROM THE EAST LINE, SECTION 6, BLOCK 60, TOWNSHIP 2, T&P RR CO SURVEY, CULBERSON COUNTY, TEXAS.

BASIN SURVEYS P.O. BOX 1786 – HOBBS, NEW MEXICO

W.O. Number: 23664	Drawn By: J. M. SMALL		
Date: 11-16-2010	Disk: 23664	Survey Date: 11-04-2010	Sheet 1 of 1 Sheets

File No. MF110343

DIVISION ORDER

Date Filed: 10.10.11

Jerry E. Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

April 17, 2013

Caitlin Price
Cimarex Energy Co.
600 N. Marienfeld St. Suite 600
Midland, TX 79701

RE: GLO Assignment ID # 8724

Dear Ms. Price,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

> Assignment and Bill of Sale effective October 11th, 2012 from Devon Energy Production Company, L.P. as Assignor to Prize Culberson TX 2012, LLC as Assignee. Culberson Co. #68368.

Filing fees of $425.00 were received in connection with the above assignment. If any you have questions, please feel free to contact me.

Sincerely,

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

GLO ID	*County*	*Lease*
8724	*Culberson*	MF110343 - HD
8724	*Culberson*	MF110345
8724	*Culberson*	MF110700
8724	*Culberson*	MF110701
8724	*Culberson*	MF110702
8724	*Culberson*	MF110703
8724	*Culberson*	MF110704
8724	*Culberson*	MF110705
8724	*Culberson*	MF110706
8724	*Culberson*	MF110707
8724	*Culberson*	MF110708
8724	*Culberson*	MF110709
8724	*Culberson*	MF110710
8724	*Culberson*	MF110711
8724	*Culberson*	MF110713
8724	*Culberson*	MF112034
8724	*Culberson*	MF112104
8724	*Culberson*	MF112399

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995

CIMAREX

Check Number 0001494910

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21703012013e	03/01/2013		425.00	0.00	425.00

1370514

129

023492	Vendor	Check Date: 03/05/2013	Check Amount	425.00

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, Texas 79701
PHONE 432.571.7800

March 6, 2013

State of Texas
General Land Office
1700 Congress Ave. Suite 840
Austin, Texas 78701
Attention: Harriett Dunne

Via Certified Mail Return Receipt # 91 7108 2133 3939 1608 2745

Re: Assignment and Bill of Sale
Devon Energy Production Company L.P. to Prize Culberson, TX 2012 LLC
Culberson County, Texas

Dear Ms. Boyd,

Please find enclosed, certified copies of the Assignment and Bill of Sale from Devon Energy Production Company L.P. to Prize Culberson, TX 2012 LLC covering multiple lands in Culberson County. Also enclosed, is Cimarex Energy check **#0001494910** in the amount of **$425** in filing fees ($25/lease conveyed in the assignment). Should you have any questions or need anything further, please do not hesitate to contact Mr. Todd Meador, landman, at 432-571-7858 or by email at tmeador@cimarex.com.

Very Truly Yours,

Caitlin Pierce

Caitlin Egan Pierce
Cimarex Energy Co.
432-571-7862 (direct)
cpierce@cimarex.com

Doc# 00000068368

STATE OF TEXAS §

COUNTY OF CULBERSON §

Assignment and Bill of Sale

This Assignment and Bill of Sale, signed and delivered this 11th day of October, 2012 (this "Assignment"), but effective as of the 1st day of September, 2012 at 12:01 a.m. Mountain Time (the "Effective Time"),is from Devon Energy Production Company, L.P., an Oklahoma limited partnership, with offices at 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102 (the "Assignor") to Prize Culberson, TX 2012 LLC, a Texas Limited Liability Company, with offices at 1700 Lincoln, Suite 1800, Denver, Colorado 80203 ("Assignee").

This Assignment is made subject to the terms and conditions of that certain Purchase and Sale Agreement dated September 10, 2012, by and between Assignor and Assignee (the "Agreement"), including, without limitation, the assumption of liabilities, indemnities, waiver of warranties, and other obligations. Each term having initial capitalization in this Assignment which is defined in the Agreement shall have the meaning ascribed to it in the Agreement unless otherwise defined herein. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the provisions of the Agreement shall control.

For and in the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns, transfers, and conveys unto Assignee, subject to the terms and provisions set forth herein, all of Assignor's right, title and interest in, to, and under the following (a) through (h)(collectively, the "Interests"):

(a) each oil and gas lease described at Exhibit "A" attached hereto, including any and all renewals, extensions, ratifications, and amendments of such lease and all rights and benefits derived from, or attributable to, the lessee's interest in such lease, and all of the lands covered by each such lease, including the lands described at Exhibit "A", but excluding from this Agreement any depth or other limitations noted on Exhibit "A" for such lease (collectively, the "Leases");

(b) the oil wells and natural gas wells described at Exhibit "B" attached hereto, whether currently producing or capable of producing hydrocarbons (collectively, the "Wells");

(c) all the lands described at Exhibit "A" or Exhibit "B," or both (collectively, the "Lands");

(d) all presently existing unitization, pooling, and communitization declarations, designations or agreements pertaining to any interest of Assignor in the Leases or in or derived from, any statutorily, judicially or administratively created drilling, spacing, pooling, proration, and production units, whether recorded or

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LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY _____ DEPUTY

unrecorded, insofar as those units cover or include any of the Lands (collectively, the "Units");

(e) the oil, gas, and other hydrocarbons (including crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, and other hydrocarbons, whether gaseous or liquid) produced, severed from, and attributable after severance to the Leases and/or the Wells (collectively, the "Hydrocarbons");

(f) the surface and subsurface tangible personal property and fixtures situated at, upon or under the Lands and primarily used in connection with the operation of any one or more of the Wells, or in connection with the production, dehydration, treatment, storage, gathering (including any flow lines and gathering lines), transportation, sale or marketing of the Hydrocarbons produced from the Wells, or the disposal of water, produced fluids and associated substances produced from the Wells (collectively, the "Equipment");

(g) all executory contracts and agreements described at Schedule 1.2(g) of the Agreement, but only to the extent that (1)Assignor is subject or bound thereto, or has any right or obligation thereunder, (2) those contracts and agreements pertain to the ownership or operation of the Leases, the Lands, the Wells, the Hydrocarbons, and/or the Equipment, and (3) Assignor is not prohibited by contract, applicable Law, or order of any Governmental Authority, or arbitrator, or otherwise from assigning or delegating any right or obligation thereunder (collectively, the "Agreements and Orders"); and

(h) all paper files and records in Assignor's possession to the extent they pertain to the Leases, the Units, the Wells, the Hydrocarbons, the Agreements and Orders, the Lands, the Equipment, but excluding any files and records that Assignor is prohibited from transferring to Assignee by applicable Law or any existing contractual relationship (collectively, the "Records").

Assignor hereby excludes, excepts, and reserves from the sale and assignment of the Interests to Assignee, all of the following rights, titles, and interests described in (i) through (p) (collectively, the "Excluded Properties"):

(i) Assignor's proprietary records, information, documentation, and data, including reserve estimates and reports, geophysical information (including seismic data), economic analyses, computer programs, software and applications, pricing forecasts, legal files and opinions (except abstracts of title, title opinions, certificates of title or title curative documents to the extent pertaining to the Interests), attorney-client communications, attorney work product, financial records, records concerning Taxes, and records and documents subject to confidentiality provisions, claims of privilege or other restrictions on access;

(j) all rights, claims, and causes of action (asserted and unasserted, known and unknown) arising, occurring, or existing in favor of Assignor prior to the Effective Time or with respect to any act, failure to act, matter, event or circumstance initially occurring or failing to occur prior to the Effective Time, or involving any breach of any

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ATTEST: February 8, 2013
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Veronica D Bay DEPUTY

obligation or duty arising before the Effective Time, including (1) all rights, obligations, benefits, awards, judgments, settlements, if any, applicable to any litigation pending prior to the Effective Time in which Assignor is a named plaintiff, claimant or cross-claimant, (2) rights under any policy or agreement of insurance, indemnity, surety, or bond, (3) recoupment and recovery rights (including recoupment or recovery rights for overpayments or erroneous payments), (4) receivables, and (5) accounting and audit adjustments;

(k) all the Hydrocarbons produced from or attributable to the Interests with respect to all periods prior to the Effective Time, together with all proceeds from and rights relating to the sale of those Hydrocarbons, and all monies, proceeds, benefits, receipts, credits, income, and revenues which are attributable to the use, ownership and/or operation of the Interests prior to the Effective Time;

(l) claims of Assignor for any refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem or any other Taxes attributable to the Interests for any period prior to the Effective Time;

(m) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Interests for all periods prior to the Effective Time;

(n) Assignor's intellectual property rights, patents, trade secrets, copyrights, names, marks and logos related to the Interests;

(o) all prepayments made by Assignor of obligations, costs, and expenses attributable to or to be incurred in connection with the use, ownership and/or operation of the Interests on or after the Effective Time, except to the extent any such prepayments result in an upward adjustment to the Base Price; and

(p) all security deposits, bonds, and similar deposits or security made or posted by Assignor relating to the Interests.

Assignor hereby binds itself unto Assignee to warrant and defend Defensible Title to the Interests from and against any and all Persons claiming the same or any part thereof by, through, or under Assignor, but not otherwise.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. The Agreement shall survive the delivery of this Assignment.

This Assignment may be executed in several original counterparts, and all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

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LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Verna S. B. DEPUTY

W24

Signed and delivered on the date first above written, but effective as of the Effective Time.

"Assignor"

Devon Energy Production Company, L.P.

By: _____
Name: Bill A. Penhall
Title: Agent and Attorney-in-Fact

AK

"Assignee"

Prize Culberson, TX 2012 LLC

By: _____
Name: Stephen P. Bell
Title: Executive Vice President

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 11th day of October, 2012, by Bill A. Penhall as Agent and Attorney-in-Fact of Devon Energy Production Company, L.P., an Oklahoma limited partnership.

8-9-14
My Commission Expires
Commission Number

MARSHA BARTLETT
Notary Public
State of Oklahoma
Commission # 02012697 Expires 08/09/14

Marsha Bartlett
Notary Public, State of Oklahoma

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on this 12th day of OCTOBER, 2012, by Stephen P. Bell as Executive Vice President of Prize Culberson, TX 2012 LLC, a Texas Limited Liability Company.

13 oct 2013
My Commission Expires
Commission Number 20054039857

Notary Public, State of Colorado

CHRISTIN M. DOETTERL
Notary Public
State of Colorado
My Commission Expires October 13, 2013

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ATTEST: October 8, 2013
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY _____ DEPUTY

EXHIBIT "A" - LEASES

Lessor	Lessee	Lease Date	County	State	Book	Page	Reception
FRANCIS K CAMPBELL	E H SHAW	09/21/1951	CULBERSON	TEXAS	1	554	(blank)
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
ST OF TX M-110702	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	298	65484
ST OF TX M-110703	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	304	65485
ST OF TX M-110704	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	310	65486
ST OF TX M-110705	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	316	65487
ST OF TX M-110706	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	322	65488
ST OF TX M-110707	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	328	65489
ST OF TX M-110708	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	334	65490
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110710	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	346	65492
ST OF TX M-110711	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	352	65493
ST OF TX M-110711	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	352	65493
ST OF TX M-110713	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	358	65494
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	88	66124
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
ST OF TX BY AGENT CAROL LYNN WINDHAM ET	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	104	301	66490
ST OF TX BY AGENT JAMES ROBERT HILL ET A	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	368	66551
ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470

4 tracts

4 tracts

112034
112399
112104

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ATTEST: February 8, 2013
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Veronica D. Bg DEPUTY

CULBERSON COUNTY TEXAS

425

U262

EXHIBIT "A" - LEASES

ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470
ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470
ST OF TX M-110700	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	286	65482
ST OF TX M-110701	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	292	65483

112104

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ATTEST: February 8, 2013
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Veronica S. Bay DEPUTY

Filed for record on the 29th day of October, A.D. 2012 @1:48 o'clock P.M and
duly recorded on the 7th day of November, A.D. 2012 @ 10:55 o'clock A.M.

By Della C. Ward, Deputy

LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

File No. _____

_____

_____

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

(15)

File No. MF110343

Assignment #8724 County

Devon Energy to Prize Culberson

Date Filed: 3-8-13

George P. Bush, Commissioner

By _____

CERTIFIED COPY AND CORRECT COPY CERTIFICATE

STATE OF TEXAS

COUNTY OF CULBERSON

The above and [illegible] is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the Official Public Records of my office, found in VOL. 108, PAGE 621.

I hereby certified on 5th February 2013

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY Veronica D. Berry DEPUTY

3.8.13

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

January 18, 2016

State of Texas – General Land Office
1700 N. Congress Ave.
Austin, Texas 78701-1495
Attn: Mr. Daryl Morgan

Via Certified Mail-Return Receipt Requested No. 91 7199 9991 7035 0924 2253

Re: Cimarex Energy Co.
Pooling Agreement
Kingman 45 State Unit
GLO Unit No. 7508
Culberson County, Texas

Dear Mr. Morgan,

Enclosed for your execution are three (3) originals Pooling Agreement for the Kingman 45 State Unit.

Please sign, notarize and return all documents to our office in the self-addressed stamped envelope provided. A recorded copy of this document will be sent for your records once received from the county.

If there is anything further that you should require in regard to this matter, please do not hesitate to contact me at the number below.

Regards,

CIMAREX ENERGY CO.

Viviana M. Bush
Land Department
432.571.7846 (direct)
vbush@cimarex.com

(16)

File No. M-110343

_____ County

Ltr. From Cimarex

Date Filed: 1/25/16

George P. Bush, Commissioner

By _____

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA158828

Unit Number	*7508*				
Operator Name	*Cimarex Energy Co.*			*Effective Date*	
Customer ID	*C000044010*			*Unitized For*	*Oil And Gas*
Unit Name	*Kingman 45 State Unit*			*Unit Term*	
County 1	*Culberson*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*0.06225620*				
State Part in Unit	*0.49804961*				
Unit Depth	*Specified Depths*	*Well*			
From Depth	*Surface*	*Formation*	*Base*		
To Depth	*11580 Cisco Canyon MD*	*Participation Basis*	*Surface Acreage*		
		If Excluions Apply: See Remarks			

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*Lease Royalty*	*Tract Royalty Participation*	*Royalty Rate Reduction Clause*
MF110343	1	676.700000	1,358.700000	0.49804961	0.12500000	0.06225620	No

API Number
4210932758

Remarks:

Prepared By:	TM	*Prepared Date:*	06/02/2015
GLO Base Updated By:	TM	*GLO Base Date:*	06/02/2015
RAM Approval By:	VB	*RAM Approval Date:*	06/08/2015
GIS By:	MC	*GIS Date:*	2-8-16
Well Inventory By:	MB	*WI Date:*	6/2/15

Pooling Committee Report

To:	School Land Board	UPA158828
Date of Board Meeting:	06/02/2015	Unit Number: 7508
Effective Date:		
Unit Expiration Date:		
Applicant:	Cimarex Energy Co.	
Attorney Rep:		
Operator:	CIMAREX ENERGY CO.,	
Unit Name:	Kingman 45 State Unit	
Field Name:	FORD, WEST (WOLFCAMP)	

County: Culberson

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF110343	0.12500000	06/17/2014	5 years	2,722.500000	676.700000	0.06225620

Private Acres:	682.000000
State Acres:	676.700000
Total Unit Acres:	1358.700000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	49.80%
State Net Revenue Interest:	6.23%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	1,835 acres for a 10,100 foot lateral (FTP to LTP).

Working File Number: UPA158828

REMARKS:

- Cimarex Energy Co. is requesting permanent oil and gas the surface to 11,580 feet MD as seen in the Dark Star 21 Unit #1H well log (API 42-109-32352) in order to test the Cisco Canyon formation.
- The applicant plans to spud the unit well on January 1, 2016 with a proposed TD of 10,700 feet TVD. A 10,100 foot lateral is expected to be drilled.
- With approval of the unit the State's royalty participation will be 6.23%.
- The State will participate on a unitized basis from the date of first production.
- The applicant has agreed to drill four unit wells by the end of the fourth year following the termination of the Armstrong Orderly Development Unit.

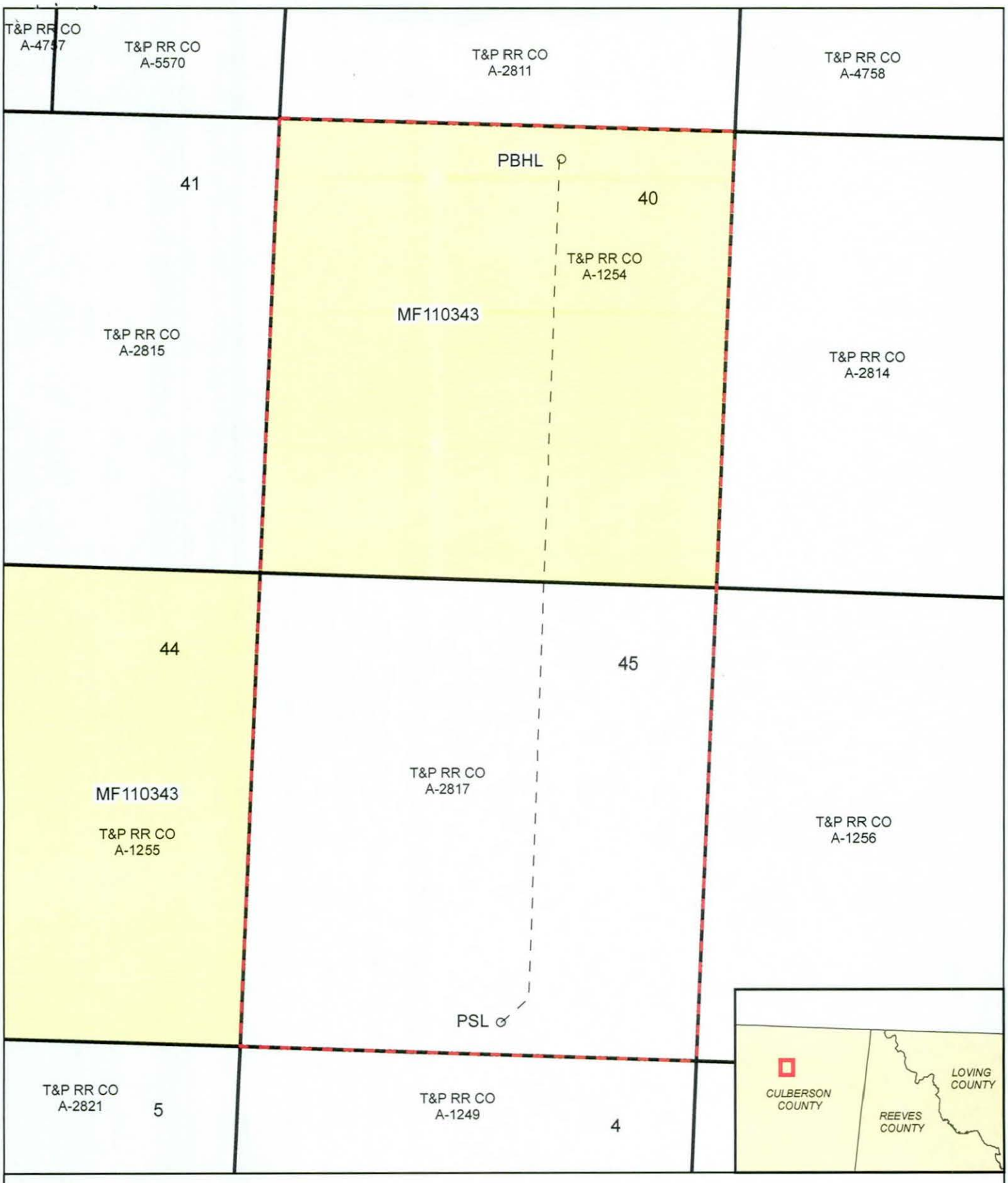
POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.

Mary Smith - Office of the Attorney General — Date: 5/21/15

Robert Hatter - General Land Office — Date: 5/22/15

Diane Morris - Office of the Governor — Date: 5-20-2015



Unit #7508
Cimarex Energy Co.
Kingman 45 State Unit
Ford, West (Wolfcamp) Field
Culberson County, Texas

1,500 750 0 1,500 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Generated by:
Mark Conway
IS/BAS/GIS
June 2015

POOLING AGREEMENT
CIMAREX ENERGY CO.
KINGMAN 45 STATE UNIT
GLO UNIT NO. 7508
CULBERSON COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Cimarex Energy Co. herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas interests, which are included within the pooled unit, are listed on the attached Exhibit "A", to which interests and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C". The unit description is subject to the provisions of Addendum "A".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface to the stratigraphic equivalent of the base of the Cisco Canyon Formation, which is seen at a measured depth of 11,580 feet on the Halliburton Density Dual Spaced Neutron log of the Dark Star 21 Unit #1H Well, API No. 42-109-32352 ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit, including but not limited to the interests described above, into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

91.92.1

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease or other agreement without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease or other agreement, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than the number of acres included in the pooled unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

(j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

91-52-1

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of June 2, 2015.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

SPECIAL TERMS AND CONDITIONS: 10.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A".

STATE LAND: 11.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 12.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Culberson County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 13.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 14.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

SUBJECT TO EXPLORATION AGREEMENT: 15.

This Pooling Agreement is subject to that certain Unit Agreement for the Development and Operation of the Armstrong - State Unit dated effective January 1, 2014, by and between the State of Texas and Cimarex Energy Co., as Operator, and Prize Energy Resources, Inc., et.al. as Non-Operator.

SUBJECT TO JOINT DEVELOPMENT AGREEMENT 16.

As between Cimarex Energy Co. Chevron U.S.A. Inc., and Prize Energy Resources, Inc., this Pooling Agreement is subject to that certain Joint Development Agreement dated effective January 1, 2013, by and between Cimarex Energy Co., et. al., and Chevron U.S.A. Inc.

(remainder of this page intentionally left blank)

91.92.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 1/26/16

STATE OF TEXAS

Legal
Content
Geology
Executive

By: _____
George P. Bush, Commissioner
General Land Office

Date Executed _____

CIMAREX ENERGY CO.

By: _____ RTM
ROGER ALEXANDER
Its: ATTORNEY-IN-FACT

Date Executed 1/11/2016

CHEVRON U.S.A. INC.

By: _____
P. A. Bikun
Its: Attorney-in-Fact

Date Executed _____

PRIZE ENERGY RESOURCES, INC.

By: _____ RTM
Roger Alexander, Attorney-in-Fact

91.52.1

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on June 2, 2015, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 26th day of January, 2016.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Smidland

This instrument was acknowledged before me on January 18th, ~~2015~~ 2016, by Roger Alexander, as Attorney-In-Fact of Cimarex Energy Co. a Delaware corporation on behalf of said corporation.

VIVIANA M. BUSH
Notary Public, State of Texas
Comm. Expires 09-26-2016
Notary ID 126673991

Viviana M. Bush
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on January 11th, 2016, by P.A. Bikun, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation on behalf of said corporation.

Brenda L. Guerra
Commission Expires
07-11-2017

Brenda L Guerra
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF Smidland

This instrument was acknowledged before me on January 18th, ~~2015~~ 2016, by Roger Alexander, as Attorney-In-Fact of Prize Energy Resources, Inc., a Delaware Corporation, on behalf of said corporation.

VIVIANA M. BUSH
Notary Public, State of Texas
Comm. Expires 09-26-2016
Notary ID 126673991

Viviana M. Bush
Notary Public in and for the State of Texas

91.52.1

Addendum "A"

To that certain Pooling Agreement for the Kingman 45 State Unit

The parties hereby agree that should a conflict exist between this Addendum and the body of the agreement that this Addendum shall prevail.

The pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted in the attached Exhibit "C". Lessee agrees to drill a minimum of four (4) horizontal wells within the unit, provided however that, should Lessee fail to meet the "Drilling Obligation Timeframe", as specifically defined below, that such unit shall remain in full force and effect as to any and all wells drilled upon the unit acreage, but shall shrink down to allow for a maximum size of approximately 340 acres per well drilled in the unit, as close as is reasonably practicable to the shape of a rectangle surrounding the wells. In the event that Lessee choses to drill wells ahead of the Drilling Obligation Timeframe detailed below, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Timeframe described below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

First well	–	spud on or before March 1, 2016;
Second, Third and Fourth well	–	drilled to total depth on or before four years after the termination of the Armstrong – State Unit dated effective January 1, 2014, by and between the State of Texas and Cimarex Energy Co., as Operator, and Prize Energy Resources, Inc., et.al. as Non-Operator.

Once actual drilling operations have been commenced on a particular well, Lessee shall continue drilling and completion operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar circumstances.

In the event Lessee commences actual drilling operations on and drills to total depth all four (4) wells committed to be drilled hereunder and such wells are thereafter completed as wells being capable of producing oil or gas in paying quantities, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape as described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph nine (9) of this Agreement.

End of Addendum "A"

91.52.1

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Pooled Unit for the Kingman 45 State Unit (a 1358.7 acre oil and gas unit) - Cimarex Energy Co., Operator

I. OIL AND GAS LEASES SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1.

Dated:	June 17, 2009
Lessor:	John Cole Armstrong and wife, Elizabeth Bass Arnstrong
Original Lessee:	Prize Energy Resources, Inc.
Recorded:	Oil and Gas Lease recorded at Vol 99, Page 322 of the Oil and Gas Records of Culberson County, TX
Land Covered:	All of Section 40, Block 60, Township 1, T&P RR Company Survey, Culberson County, Texas, in addition to other lands not covered by this Declaration.

2.

Lease Date:	August 15, 2010
Recording Data:	Memorandum recorded at Volume 102, Page 913, Oil & Gas Records, Culberson County, Texas
Lessor:	Chevron U.S.A. Inc.
Original Lessee:	Devon Energy Production Company, L.P.
Current Lessee:	Prize Energy Resources, Inc.
Lands Covered:	All of Section 45, Block 60, Township 1, T&P RR Co. Survey, Culberson County, Texas, in addition to other lands not covered by this Declaration.

II. THE INTERESTS IN THE MINERAL ESTATE SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1. NE/4 and SW/4 of Section 45, Block 60, Township 1, T&P RR Co. Survey, Culberson County, Texas

2. NW/4 and SE/4 of Section 45, Block 60, Township 1, T&P RR Co. Survey, Culberson County, Texas

III. THE NON-PARTICIPATING ROYALTY INTEREST SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1. The NW/4 and SE/4 of Section 45, Block 60-T1, T&P RR Co. Survey, Culberson County, Texas, owned by Texas Pacific Land Trust

EXHIBIT "B"

Attached to and made a part of that certain Declaration of Pooled Unit for the Kingman 45 State Unit (a 1358.7 acre oil and gas unit) - Cimarex Energy Co., Operator

Description of Lands

Tract 1: All of Section 40, Block 60, Township 1, T&P Ry. Co. Survey, Culberson County, Texas Texas, containing 676.7 acres, more or less.

Tract 2: NE/4 and SW/4 of Section 45, Block 60, Township 1, T&P RR Co. Survey, Culberson County, Texas, containing 341.0 acres, more or less.

Tract 3: NW/4 and SE/4 of Section 45, Block 60, Township 1, T&P RR Co. Survey, Culberson County, Texas, containing 341.0 acres, more or less.

Depth Limitation

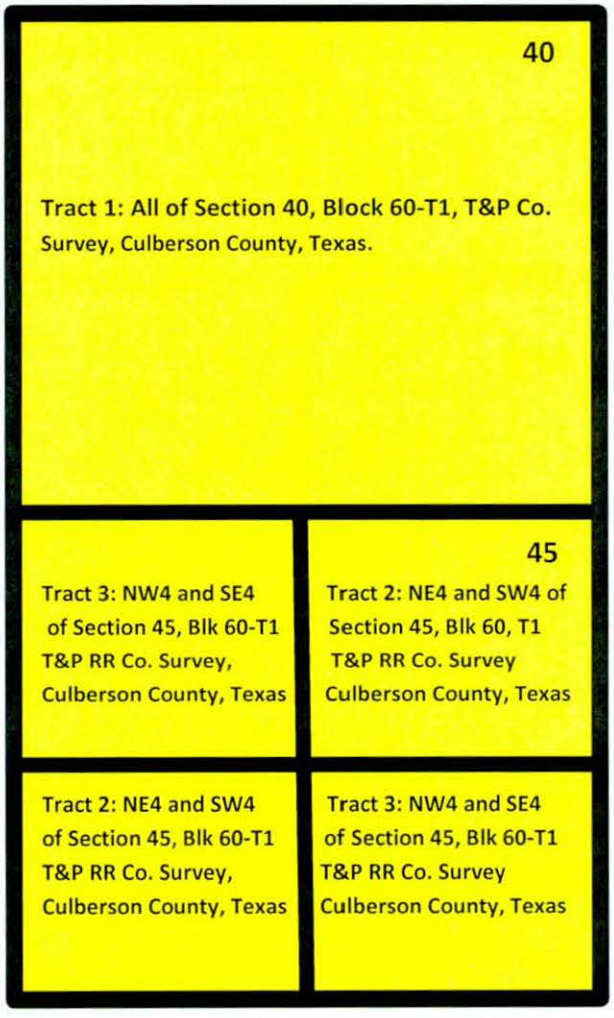
The Unit Area shall be limited in depth from the surface of the earth down to the stratigraphic equivalent of the base of the Cisco Canyon Formation. The base of the Cisco Canyon Formation is defined as the stratigraphic equivalent of 11,580 feet Measured Depth, as seen in Cimarex Energy Co.'s Dark Star 21 Unit #1H Well, located in Section 21, Block 59-T1, T&P RR Co. Survey, Culberson County, Texas; API #42-109-32352; Halliburton Spectral Density Dual Spaced Neutron Log dated 12 December 2010.

EXHIBIT "C"

Attached to and made a part of that certain Declaration of Pooled Unit for the Kingman 45 State Unit (a 1358.7 acre oil and gas unit) - Cimarex Energy Co., Operator

Kingman 45 State Unit

All Section 40, Block 60-T1, T&P RR Co. Survey, Culberson County, TX, and
All Section 45, Block 60-T1, T&P RR Co. Survey, Culberson County, TX
Culberson County, Texas



(17)

File No. M-110343

Pooling Agmt. Packet # 7508

~~County~~ Kingman 45 State Unit

Date Filed: 1/28/16

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 28, 2016

Ms. Viviana M. Bush
Cimarex Energy Co.
600 N. Marienfeld St., Suite 600
Midland, Texas 79701

Re: Pooling Agreement
Kingman 45 State Unit
GLO Unit No. 7508
Culberson County, Texas

Dear Ms. Bush:

Enclosed are two of the originals of the above referenced Pooling Agreement that have been executed by George P. Bush, Commissioner of the Texas General Land Office ("GLO"). We have retained the other original of the Pooling Agreement for our files. Please refer to the referenced GLO Unit No. when filing Royalty Reports with the GLO.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.`

Sincerely,

J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosure

(18)

File No. M-110343

County

Ltr. to Cimweft

Date Filed: 1/28/16

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

May 2, 2016

Viviana Bush, Land Department
Cimarex Energy Co
600 N Marienfeld St.
Midland, TX 79701

RE: GLO Assignment ID #9576 – MF110343, MF110344, MF110345, MF110700 to MF110711, MF110713, MF111972F, MF112034 & (MF112104A Released)- Culberson County

Dear Ms. Bush:

The General Land Office received the following instrument and has filed it in the appropriate files.

> Assignment and Bill of Sale, effective September 1, 2012 from Devon Energy Production Company, assignor, to Prize Culberson, TX 2012 LLC, as assignee. Recorded in Vol 108, Pg 621 Culberson County

Filing fees in the amount of $550.00 were received in connection with the above assignment. You may contact me if you have any questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing
Energy Resources
(512) 463-5407
carl.bonn@glo.texas.gov

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

9576

CIMAREX

March 10, 2016

Mineral Leasing Division
Texas General Land Office
Attn: Carl Bonn
P.O. Box 12873
Austin, TX 78701-1495

Via Federal Express

RE: Assignment and Bill of Sale
Assignment of Oil and Gas Lease
Culberson County, Texas

Dear Mr. Bonn,

Enclosed herein you will find copies the following documents:

1. Assignment and Bill of Sale recorded in Volume 109, Page 228. ID #9576
2. Assignment and Bill of Sale recorded in Volume 108, Page 621 ID 9576
3. Assignment of Oil and Gas Lease recorded in Volume 101, Page 623 Vol 110 700 to MF 110713 ID#9575

Additionally, you will find forty nine (49) checks, forty six (46) of which are in the amount of $50.00 and three (3) which are in the amount of $25.00, as you have the three other checks in the same amount; these should complete the $50.00 to cover all the filing fees.

If I can be of further assistance, please contact me at the number below.

Sincerely,

Viviana Bush

Viviana Bush
Land Department
(432) 571-7846

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432 571 7800

January 11, 2016

Mineral Leasing Division
Texas General Land Office
Attn: Drew Reid
P.O. Box 12873
Austin, TX 78701-1495

Via Federal Express

RE: Assignment and Conveyance
Culberson County, Texas

Dear Mr. Reid,

Please find enclosed certified copies of two (2) Assignments and Conveyance filed of record in Culberson County, Texas covering the above captioned lands, along with two (2) checks in the amount of $25.00 to cover the filing fees.

Please respond with a written verification of receipt and acceptance of the above recorded lease. If I can be of further assistance, please contact me at the number below.

Sincerely,

Viviana Bush

Viviana Bush
Land Department
Direct No.: (432) 571-7846
Email: vbush@cimarex.com

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

ID # 9576

MF-110343
Prod

October 14, 2015

Via-Federal Express
Texas General Land Office
Attn: Drew Reid
P.O. Box 12873
Austin, TX 78701-1495

RE: Assignment and Bill of Sale
Culberson County, Texas

Dear Mr. Reid,

Please find enclosed a certified copy of the Assignment and Bill of Sale filed of record in Culberson County, Texas in Volume 108, Page 621-626, along with a check in the amount of $25.00 to cover the filing fees.

If I can be of further assistance, please contact me at the number below.

Sincerely,

Viviana Bush

Viviana Bush
Land Department
(432) 571-7846

vbush@cimarex.com

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

Check Number 0001646083

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ217100115y	10/01/2015		25.00	0.00	25.00

X

129

16702064

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518
(303) 295-3995

WELLS FARGO BANK NA

66-382/412

Present for payment within 180 days.

Vendor No.	Check No.	Check Date	Check Amount
023492	0001656173	01/06/2016	**********$25.00

PAY *Twenty Five Dollars and Zero Cents*

TO THE ORDER OF
STATE OF TEXAS
1700 N CONGRESS AVE STE 840
AUSTIN TX 78701-1495

D. Mark Asfahl
Sherri M. Nitta

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈0001656173⑈ [redacted]

PLEASE DETACH AT PERFORATION ABOVE

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

PLEASE DETACH AT PERFORATION ABOVE

Check Number 0001656173

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21701042016	01/04/2016		25.00	0.00	25.00

023492	Vendor	Check Date: 01/06/2016	Check Amount	25.00

Cimarex Energy Co.
600 N. Marienfeld St
Suite 600
Midland, TX 79701
Main 432.571.7800

February 5, 2016

Mineral Leasing Division
Texas General Land Office
Attn: Carl Bonn
P.O. Box 12873
Austin, TX 78701-1495

Via Federal Express

Dear Mr. Bonn,

On January 11th, 2016, I sent a letter to the attention of Drew Reid enclosing two (2) Assignments and Conveyance to be filed with the State along with two (2) checks in the amount of $25.00. It was not after I had sent all the documents that I realized I had failed to request and send an additional three checks (3) for the remaining leases listed in the Exhibit "A" of one of the Assignments. With that said, please find enclosed the three (3) additional checks in the amount of $25.00 to cover the filing fees for the remaining leases.

If I can be of further assistance, please contact me at the number below.

Sincerely,

Viviana Bush

Viviana Bush
Land Department
Direct No.: (432) 571-7846
Email: vbush@cimarex.com

Carl Bonn

From: Carl Bonn
Sent: Thursday, April 21, 2016 12:13 PM
To: Viviana Bush
Subject: RE: 3 Assignments fwd 10/14/16 Culberson Co MF110700 et al

Hello Viviana
Did you mail the checks to my attention?
Thanks,
CB

Carl Bonn, CPL
Energy Resources/Mineral Leasing
(512) 463-5407
carl.bonn@glo.texas.gov

From: Viviana Bush [mailto:vbush@cimarex.com]
Sent: Thursday, March 10, 2016 9:02 AM
To: Carl Bonn <Carl.Bonn@GLO.TEXAS.GOV>
Subject: RE: 3 Assignments fwd 10/14/16 Culberson Co MF110700 et al

Good morning Mr. Bonn –

I am in receipt of the checks you have requested as filing fees for the Assignments that were sent on 10.14.15.

I will be putting those in the mail to you today.

Please note that three (3) of the checks will only be for $25.00 since you have the other three checks for the same amount. That should complete the $50.00.

If you should need any further assistance, please let me know.

Sincerely,

Viviana

From: Carl Bonn [mailto:Carl.Bonn@GLO.TEXAS.GOV]
Sent: Friday, February 19, 2016 10:02 AM
To: Viviana Bush
Subject: 3 Assignments fwd 10/14/16 Culberson Co MF110700 et al

Good morning Viviana - Please respond to this email so I can add you to my trusted sender list ;)
Just found the attached three assignments that you forwarded in October that I've updated with some of the lease numbers but others still need to be added to the exhibit.
Forgive my sloppy penmanship and just add the proper leases numbers to the scanned copy and send back with additional fees since we only got $25/assignment. Looks to be about 38x$50=$1900 as a rough estimate.
All the best,
Carl

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663632

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016J	02/23/2016	MF-112034 - FILING FEES	50.00	0.00	50.00

16707910

129

023492	Vendor	Check Date: 03/03/2016	Check Amount	50.00

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663600

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016AA	02/23/2016	MF-112034 - FILING FEES	50.00	0.00	50.00

16707892

129

023492	⇦ Vendor	Check Date:	03/03/2016	Check Amount ⇨	50.00

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663633

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016K	02/23/2016	MF-110343 - FILING FEES	50.00	0.00	50.00

16707897

129

023492	Vendor	Check Date:	03/03/2016	Check Amount	50.00

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663601

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016AB	02/23/2016	MF-110343 - FILING FEES	50.00	0.00	50.00

16707879

023492	⇦ Vendor	Check Date:	03/03/2016	Check Amount ⇨	50.00

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663604

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016AE	02/23/2016	MF-110344 - FILING FEES	50.00	0.00	50.00

16707878

139

023492	⇦ Vendor	Check Date:	03/03/2016	Check Amount ⇨	50.00

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CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663636

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016N	02/23/2016	MF-110344 - FILING FEES	50.00	0.00	50.00

16707896

189

023492	Vendor	Check Date:	03/03/2016	Check Amount	50.00

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663648

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016Z	02/23/2016	MF-110345 - FILING FEES	50.00	0.00	50.00

16707893

129

023492	Vendor	Check Date:	03/03/2016	Check Amount	50.00

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CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663630

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016H	02/23/2016	MF-110345 - FILING FEES	50.00	0.00	50.00

16707880

129

023492	Vendor	Check Date: 03/03/2016	Check Amount	50.00

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CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663606

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016AG	02/23/2016	MF-111972F - FILING FEES	50.00	0.00	50.00

16707893

189

023492	Vendor	Check Date: 03/03/2016	Check Amount	50.00

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CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001663638

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21702232016P	02/23/2016	MF-11972F - FILING FEES	50.00	0.00	50.00

16707911

139

023492	Vendor	Check Date:	03/03/2016	Check Amount	50.00

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001659370

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21701192016	01/19/2016	FILING FEE - WILLIAM R CRIM	25.00	0.00	25.00

X

129

16706520

023492	Vendor	Check Date: 02/02/2016	Check Amount	25.00

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001659372

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21701192016B	01/19/2016	FILING FEE - JOHN THOMPSON CRIM,III	25.00	0.00	25.00

X

129

16706521

~~16706521~~

023492	⇦ Vendor	Check Date:	02/02/2016	Check Amount ⇨	25.00

^PLEASE DETACH AT PERFORATION ABOVE^

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CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

Check Number 0001659371

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21701192016A	01/19/2016	FILING FEE - MAGGIE LOVE CRIM	25.00	0.00	25.00

X

129

023492	Vendor	Check Date: 02/02/2016	Check Amount	25.00

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518
(303) 295-3995

WELLS FARGO BANK NA

68-382/412

Present for payment within 180 days.

Vendor No.	Check No.	Check Date	Check Amount
023492	0001659370	02/02/2016	**********$25.00

PAY *Twenty Five Dollars and Zero Cents*

TO THE ORDER OF **STATE OF TEXAS**
1700 N CONGRESS AVE STE 840
AUSTIN TX 78701-1495

D. Mark Axford
Henri M. Nitta

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈0001659370⑈ [redacted]

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DENVER CO 80203-4518

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REQ21701192016	01/19/2016	FILING FEE - WILLIAM R CRIM	25.00	0.00	25.00

023492 ⇦ Vendor Check Date: 02/02/2016 Check Amount ⇨ 25.00

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ENDORSE HERE

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FEDERAL RESERVE BANK REGULATION CC

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CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518
(303) 295-3995

WELLS FARGO BANK NA

56-382/412

Present for payment within 180 days.

Vendor No.	Check No.	Check Date	Check Amount
023492	0001659372	02/02/2016	**********$25.00

PAY *Twenty Five Dollars and Zero Cents*

TO THE ORDER OF
STATE OF TEXAS
1700 N CONGRESS AVE STE 840
AUSTIN TX 78701-1495

D. Mark Ford
Sherri M. Nitta

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⑈0001659372⑈ [redacted]

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Check Number 0001659372

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023492	⇐ Vendor	Check Date: 02/02/2016	Check Amount ⇒	25.00

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65-382/412

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Vendor No.	Check No.	Check Date	Check Amount
023492	0001656174	01/06/2016	**********$25.00

PAY *Twenty Five Dollars and Zero Cents*

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AUSTIN TX 78701-1495

D. Mark Axford
Gerri M. Nitta

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⑈0001656174⑈ [redacted]

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Check Number 0001656174

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
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023492	Vendor	Check Date:	01/06/2016	Check Amount	25.00

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(303) 295-3995

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Vendor No.	Check No.	Check Date	Check Amount
023492	0001656173	01/06/2016	**********$25.00

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Check Number 0001656173

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21701042016	01/04/2016		25.00	0.00	25.00

023492	Vendor	Check Date: 01/06/2016	Check Amount	25.00

EO#9576

Doc# 00000068368

eff 9-1-12
MF 110343
110344
110345
110700 to 110713
111972 F
112034
112104 Released

Vol 108 Pg 621 alc

STATE OF TEXAS §

COUNTY OF CULBERSON §

Assignment and Bill of Sale

This Assignment and Bill of Sale, signed and delivered this 11th day of October, 2012 (this "Assignment"), but effective as of the 1st day of September, 2012 at 12:01 a.m. Mountain Time (the "Effective Time"),is from Devon Energy Production Company, L.P., an Oklahoma limited partnership, with offices at 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102 (the "Assignor") to Prize Culberson, TX 2012 LLC, a Texas Limited Liability Company, with offices at 1700 Lincoln, Suite 1800, Denver, Colorado 80203 ("Assignee").

This Assignment is made subject to the terms and conditions of that certain Purchase and Sale Agreement dated September 10, 2012, by and between Assignor and Assignee (the "Agreement"), including, without limitation, the assumption of liabilities, indemnities, waiver of warranties, and other obligations. Each term having initial capitalization in this Assignment which is defined in the Agreement shall have the meaning ascribed to it in the Agreement unless otherwise defined herein. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the provisions of the Agreement shall control.

For and in the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns, transfers, and conveys unto Assignee, subject to the terms and provisions set forth herein, all of Assignor's right, title and interest in, to, and under the following (a) through (h)(collectively, the "Interests"):

(a) each oil and gas lease described at Exhibit "A" attached hereto, including any and all renewals, extensions, ratifications, and amendments of such lease and all rights and benefits derived from, or attributable to, the lessee's interest in such lease, and all of the lands covered by each such lease, including the lands described at Exhibit "A", but excluding from this Agreement any depth or other limitations noted on Exhibit "A" for such lease (collectively, the "Leases");

(b) the oil wells and natural gas wells described at Exhibit "B" attached hereto, whether currently producing or capable of producing hydrocarbons (collectively, the "Wells");

(c) all the lands described at Exhibit "A" or Exhibit "B," or both (collectively, the "Lands");

(d) all presently existing unitization, pooling, and communitization declarations, designations or agreements pertaining to any interest of Assignor in the Leases or in or derived from, any statutorily, judicially or administratively created drilling, spacing, pooling, proration, and production units, whether recorded or

CULBERSON COUNTY TEXAS
True and Correct copy of Original filed in Culberson County Clerks Office
9-29-15

unrecorded, insofar as those units cover or include any of the Lands (collectively, the "Units");

(e) the oil, gas, and other hydrocarbons (including crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, and other hydrocarbons, whether gaseous or liquid) produced, severed from, and attributable after severance to the Leases and/or the Wells (collectively, the "Hydrocarbons");

(f) the surface and subsurface tangible personal property and fixtures situated at, upon or under the Lands and primarily used in connection with the operation of any one or more of the Wells, or in connection with the production, dehydration, treatment, storage, gathering (including any flow lines and gathering lines), transportation, sale or marketing of the Hydrocarbons produced from the Wells, or the disposal of water, produced fluids and associated substances produced from the Wells (collectively, the "Equipment");

(g) all executory contracts and agreements described at Schedule 1.2(g) of the Agreement, but only to the extent that (1)Assignor is subject or bound thereto, or has any right or obligation thereunder, (2) those contracts and agreements pertain to the ownership or operation of the Leases, the Lands, the Wells, the Hydrocarbons, and/or the Equipment, and (3) Assignor is not prohibited by contract, applicable Law, or order of any Governmental Authority, or arbitrator, or otherwise from assigning or delegating any right or obligation thereunder (collectively, the "Agreements and Orders"); and

(h) all paper files and records in Assignor's possession to the extent they pertain to the Leases, the Units, the Wells, the Hydrocarbons, the Agreements and Orders, the Lands, the Equipment, but excluding any files and records that Assignor is prohibited from transferring to Assignee by applicable Law or any existing contractual relationship (collectively, the "Records").

Assignor hereby excludes, excepts, and reserves from the sale and assignment of the Interests to Assignee, all of the following rights, titles, and interests described in (i) through (p) (collectively, the "Excluded Properties"):

(i) Assignor's proprietary records, information, documentation, and data, including reserve estimates and reports, geophysical information (including seismic data), economic analyses, computer programs, software and applications, pricing forecasts, legal files and opinions (except abstracts of title, title opinions, certificates of title or title curative documents to the extent pertaining to the Interests), attorney-client communications, attorney work product, financial records, records concerning Taxes, and records and documents subject to confidentiality provisions, claims of privilege or other restrictions on access;

(j) all rights, claims, and causes of action (asserted and unasserted, known and unknown) arising, occurring, or existing in favor of Assignor prior to the Effective Time or with respect to any act, failure to act, matter, event or circumstance initially occurring or failing to occur prior to the Effective Time, or involving any breach of any

CULBERSON COUNTY TEXAS
True and Correct copy of Original filed in Culberson County Clerks Office
9-29-15

obligation or duty arising before the Effective Time, including (1) all rights, obligations, benefits, awards, judgments, settlements, if any, applicable to any litigation pending prior to the Effective Time in which Assignor is a named plaintiff, claimant or cross-claimant, (2) rights under any policy or agreement of insurance, indemnity, surety, or bond, (3) recoupment and recovery rights (including recoupment or recovery rights for overpayments or erroneous payments), (4) receivables, and (5) accounting and audit adjustments;

(k) all the Hydrocarbons produced from or attributable to the Interests with respect to all periods prior to the Effective Time, together with all proceeds from and rights relating to the sale of those Hydrocarbons, and all monies, proceeds, benefits, receipts, credits, income, and revenues which are attributable to the use, ownership and/or operation of the Interests prior to the Effective Time;

(l) claims of Assignor for any refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem or any other Taxes attributable to the Interests for any period prior to the Effective Time;

(m) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Interests for all periods prior to the Effective Time;

(n) Assignor's intellectual property rights, patents, trade secrets, copyrights, names, marks and logos related to the Interests;

(o) all prepayments made by Assignor of obligations, costs, and expenses attributable to or to be incurred in connection with the use, ownership and/or operation of the Interests on or after the Effective Time, except to the extent any such prepayments result in an upward adjustment to the Base Price; and

(p) all security deposits, bonds, and similar deposits or security made or posted by Assignor relating to the Interests.

Assignor hereby binds itself unto Assignee to warrant and defend Defensible Title to the Interests from and against any and all Persons claiming the same or any part thereof by, through, or under Assignor, but not otherwise.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. The Agreement shall survive the delivery of this Assignment.

This Assignment may be executed in several original counterparts, and all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

True and Correct copy of Original filed in Culberson County Clerks Office
9-29-15

Signed and delivered on the date first above written, but effective as of the Effective Time.

"Assignor"

Devon Energy Production Company, L.P.

By: _____
Name: Bill A. Penhall
Title: Agent and Attorney-in-Fact

"Assignee"

Prize Culberson, TX 2012 LLC

By: _____
Name: Stephen P. Bell
Title: Executive Vice President

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 11th day of October, 2012, by Bill A. Penhall as Agent and Attorney-in-Fact of Devon Energy Production Company, L.P., an Oklahoma limited partnership.

8-9-14
My Commission Expires
Commission Number

MARSHA BARTLETT
Notary Public
State of Oklahoma
Commission # 02012697 Expires 08/09/14

_____
Notary Public, State of Oklahoma

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on this 12th day of OCTOBER, 2012, by Stephen P. Bell as Executive Vice President of Prize Culberson, TX 2012 LLC, a Texas Limited Liability Company.

13 OCT 2013
My Commission Expires
Commission Number 20054037857

_____
Notary Public, State of Colorado

CHRISTIN M. DOETTERL
Notary Public
State of Colorado
My Commission Expires October 13, 2013

True and Correct copy of Original filed in Culberson County Clerks Office
9-24-15

MF

EXHIBIT "A" - LEASES

Lessor	Lessee	Lease Date	County	State	Book	Page	Reception
FRANCIS K CAMPBELL	E H SHAW	09/21/1951	CULBERSON	TEXAS	1	554	(blank)
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
ST OF TX M-110702	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	298	65484
ST OF TX M-110703	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	304	65485
ST OF TX M-110704	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	310	65486
ST OF TX M-110705	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	316	65487
ST OF TX M-110706	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	322	65488
ST OF TX M-110707	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	328	65489
ST OF TX M-110708	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	334	65490
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110710	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	346	65492
ST OF TX M-110711	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	352	65493
ST OF TX M-110711	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	352	65493
ST OF TX M-110713	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	358	65494
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	88	66124
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
ST OF TX BY AGENT CAROL LYNN WINDHAM ET	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	104	301	66490
ST OF TX BY AGENT JAMES ROBERT HILL ET A	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	368	66551
ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470

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MF 112034 expired
expired

MF 112104

True and Correct copy of Original filed in Culberson County Clerks Office
9-29-15

425

U24

EXHIBIT "A" - LEASES

MF Redacted

ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470	3112104 A
ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470	110700
ST OF TX M-110700	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	286	65482	110701
ST OF TX M-110701	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	292	65483	

Filed for record on the 29th **day of** October**, A.D. 2012 @** 1:48 **o'clock** P**.M and**
duly recorded on the 7th **day of** November**, A.D. 2012 @** 10:55 **o'clock** A**.M.**

By _____**, Deputy** **LINDA McDONALD, COUNTY CLERK**
CULBERSON COUNTY, TEXAS

CULBERSON COUNTY TEXAS

True and Correct copy of Original filed in Culberson County Clerks Office

9-29-15

(19)

File No. MF 110343

Date Filed: 5-2-16

George P. Bush, Commissioner

By

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF CULBERSON

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the Oil & Gas Records of my office, found in VOL. 108, PAGE 621-624

I hereby certified on 9 29 2015

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY _____ DEPUTY

Already Assigned under ID# 9576 to Prize Culberson Tx 2012 LLC eff 9-1-12 → ID# NA MF110343 eff 9-1-12 Doc# 00000068369

all

STATE OF TEXAS §

COUNTY OF CULBERSON §

Assignment and Bill of Sale

Vol 108 Pg 627

This Assignment and Bill of Sale, signed and delivered this 11th day of October, 2012 (this "Assignment"), but effective as of the 1st day of September, 2012 at 12:01 a.m. Mountain Time (the "Effective Time"),is from Devon Energy Production Company, L.P., an Oklahoma limited partnership, with offices at 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102 (the "Assignor") to Prize Energy Resources, Inc., a Delaware corporation with offices at 1700 Lincoln, Suite 1800, Denver, Colorado 80203 ("Assignee").

This Assignment is made subject to the terms and conditions of that certain Purchase and Sale Agreement dated September 10, 2012, by and between Assignor and Assignee (the "Agreement"), including, without limitation, the assumption of liabilities, indemnities, waiver of warranties, and other obligations. Each term having initial capitalization in this Assignment which is defined in the Agreement shall have the meaning ascribed to it in the Agreement unless otherwise defined herein. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the provisions of the Agreement shall control.

For and in the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns, transfers, and conveys unto Assignee, subject to the terms and provisions set forth herein, all of Assignor's right, title and interest in, to, and under the following (a) through (h)(collectively, the "Interests"):

(a) each oil and gas lease described at Exhibit "A" attached hereto, including any and all renewals, extensions, ratifications, and amendments of such lease and all rights and benefits derived from, or attributable to, the lessee's interest in such lease, and all of the lands covered by each such lease, including the lands described at Exhibit "A", but excluding from this Agreement any depth or other limitations noted on Exhibit "A" for such lease (collectively, the "Leases");

(b) the oil wells and natural gas wells described at Exhibit "B" attached hereto, whether currently producing or capable of producing hydrocarbons (collectively, the "Wells");

(c) all the lands described at Exhibit "A" or Exhibit "B," or both (collectively, the "Lands");

(d) all presently existing unitization, pooling, and communitization declarations, designations or agreements pertaining to any interest of Assignor in the Leases or in or derived from, any statutorily, judicially or administratively created drilling, spacing, pooling, proration, and production units, whether recorded or

CULBERSON COUNTY TEXAS
True and Correct copy of Original filed in Culberson County Clerks Office

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unrecorded, insofar as those units cover or include any of the Lands (collectively, the "Units");

(e) the oil, gas, and other hydrocarbons (including crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, and other hydrocarbons, whether gaseous or liquid) produced, severed from, and attributable after severance to the Leases and/or the Wells (collectively, the "Hydrocarbons");

(f) the surface and subsurface tangible personal property and fixtures situated at, upon or under the Lands and primarily used in connection with the operation of any one or more of the Wells, or in connection with the production, dehydration, treatment, storage, gathering (including any flow lines and gathering lines), transportation, sale or marketing of the Hydrocarbons produced from the Wells, or the disposal of water, produced fluids and associated substances produced from the Wells (collectively, the "Equipment");

(g) all executory contracts and agreements described at Schedule 1.2(g) of the Agreement, but only to the extent that (1)Assignor is subject or bound thereto, or has any right or obligation thereunder, (2) those contracts and agreements pertain to the ownership or operation of the Leases, the Lands, the Wells, the Hydrocarbons, and/or the Equipment, and (3) Assignor is not prohibited by contract, applicable Law, or order of any Governmental Authority, or arbitrator, or otherwise from assigning or delegating any right or obligation thereunder (collectively, the "Agreements and Orders"); and

(h) all paper files and records in Assignor's possession to the extent they pertain to the Leases, the Units, the Wells, the Hydrocarbons, the Agreements and Orders, the Lands, the Equipment, but excluding any files and records that Assignor is prohibited from transferring to Assignee by applicable Law or any existing contractual relationship (collectively, the "Records").

Assignor hereby excludes, excepts, and reserves from the sale and assignment of the Interests to Assignee, all of the following rights, titles, and interests described in (i) through (p) (collectively, the "Excluded Properties"):

(i) Assignor's proprietary records, information, documentation, and data, including reserve estimates and reports, geophysical information (including seismic data), economic analyses, computer programs, software and applications, pricing forecasts, legal files and opinions (except abstracts of title, title opinions, certificates of title or title curative documents to the extent pertaining to the Interests), attorney-client communications, attorney work product, financial records, records concerning Taxes, and records and documents subject to confidentiality provisions, claims of privilege or other restrictions on access;

(j) all rights, claims, and causes of action (asserted and unasserted, known and unknown) arising, occurring, or existing in favor of Assignor prior to the Effective Time or with respect to any act, failure to act, matter, event or circumstance initially occurring or failing to occur prior to the Effective Time, or involving any breach of any

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obligation or duty arising before the Effective Time, including (1) all rights, obligations, benefits, awards, judgments, settlements, if any, applicable to any litigation pending prior to the Effective Time in which Assignor is a named plaintiff, claimant or cross-claimant, (2) rights under any policy or agreement of insurance, indemnity, surety, or bond, (3) recoupment and recovery rights (including recoupment or recovery rights for overpayments or erroneous payments), (4) receivables, and (5) accounting and audit adjustments;

(k) all the Hydrocarbons produced from or attributable to the Interests with respect to all periods prior to the Effective Time, together with all proceeds from and rights relating to the sale of those Hydrocarbons, and all monies, proceeds, benefits, receipts, credits, income, and revenues which are attributable to the use, ownership and/or operation of the Interests prior to the Effective Time;

(l) claims of Assignor for any refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem or any other Taxes attributable to the Interests for any period prior to the Effective Time;

(m) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Interests for all periods prior to the Effective Time;

(n) Assignor's intellectual property rights, patents, trade secrets, copyrights, names, marks and logos related to the Interests;

(o) all prepayments made by Assignor of obligations, costs, and expenses attributable to or to be incurred in connection with the use, ownership and/or operation of the Interests on or after the Effective Time, except to the extent any such prepayments result in an upward adjustment to the Base Price; and

(p) all security deposits, bonds, and similar deposits or security made or posted by Assignor relating to the Interests.

Assignor hereby binds itself unto Assignee to warrant and defend Defensible Title to the Interests from and against any and all Persons claiming the same or any part thereof by, through, or under Assignor, but not otherwise.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. The Agreement shall survive the delivery of this Assignment.

This Assignment may be executed in several original counterparts, and all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

True and Correct copy of Original filed in Culbertson County Clerks Office

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Signed and delivered on the date first above written, but effective as of the Effective Time.

"Assignor"

Devon Energy Production Company, L.P.

By: _____
Name: Bill A. Penhall
Title: Agent and Attorney-in-Fact

"Assignee"

Prize Energy Resources, Inc.

By: _____
Name: Stephen P. Bell
Title: Executive Vice President

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 11th day of October, 2012, by Bill A. Penhall as Agent and Attorney-in-Fact of Devon Energy Production Company, L.P., an Oklahoma limited partnership.

8-9-14
My Commission Expires
Commission Number

MARSHA BARTLETT
Notary Public
State of Oklahoma
Commission # 02012697 Expires 08/09/14

_____
Notary Public, State of Oklahoma

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on this 12th day of October, 2012, by Stephen P. Bell as Executive Vice President of Prize Energy Resources, Inc., a Delaware corporation.

13 oct 2013
My Commission Expires
Commission Number 20054037859

_____
Notary Public, State of Colorado

CHRISTIN M. DOETTERL
Notary Public
State of Colorado
My Commission Expires October 13, 2013

True and Correct Copy of Original Filed in Culberson County Clerks Office

EXHIBIT "A" LEASES

Lessor	Lessee	Lease Date	County	State	Book	Page	Reception
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125

MF110343

True and Correct copy of Original filed in Culberson County Clerk's Office

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EXHIBIT "B" - WELLS

API	Well Name	WI	NRI	Operator	TX Block	TX Section	County	State
421093239100	ARVINE 28 1H	50.0%	37.5%	DEVON ENERGY PRODUCTION CO LP	59	28	Culberson	Texas
421093238300	ARMSTRONG J & S ST 60 2 6 1H	100.0%	75.0%	DEVON ENERGY PRODUCTION CO LP	60	6	Culberson	Texas
421093236700	SEBRING 60 1 47 1	100.0%	75.0%	DEVON ENERGY PRODUCTION CO LP	60	47	Culberson	Texas
421093244000	RIVA RIDGE 10 FEE 1H	50.0%	37.5%	CIMAREX ENERGY COMPANY ATTN REVENUE ACCOUNTING	59	0	Culberson	Texas

True and Correct copy of Original filed in Culberson County Clerks Office

Filed for record on the 29th day of October, A.D. 2012 @ 1:48 o'clock P.M and
duly recorded on the 7th day of November, A.D. 2012 @ 11:00 o'clock A.M.

By _____, Deputy

LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

20

File No. MF110343

Also See Assign ZD 9576 from Devon to Prize Energy Resources

Date Filed: 5-2-16

George P. Bush, Commissioner

By

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF CULBERSON

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the Official Public Records of my office, found in VOL. 108, PAGE 627.

I hereby certified on 20th November 2015

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY Yolanda Bruno DEPUTY

1.50.pg

1.49.pg

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

May 2, 2016

Viviana Bush, Land Department
Cimarex Energy Co
600 N Marienfeld St.
Midland, TX 79701

RE: GLO Assignment ID #9577 – MF110343, MF110344, MF110345, MF110700 to MF110711, MF110713, MF111972F, MF112034 & (MF112104A Released)- Culberson County

Dear Ms. Bush:

The General Land Office received the following instrument and has filed it in the appropriate files.

> Assignment and Bill of Sale, effective January 14, 2013, from Prize Culberson, TX 2012 LLC, assignor, to Prize Energy Resources, Inc, as assignee. Recorded in Vol 109, Pg 228, Culberson County

Filing fees in the amount of $475.00 were received in connection with the above assignment. You may contact me if you have any questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing
Energy Resources
(512) 463-5407
carl.bonn@glo.texas.gov

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

ED # 9577

October 14, 2015

M# 110343
110344
110345
110700 to 110711, 110713
112034.
112104 - Released

Via-Federal Express
Texas General Land Office
Attn: Drew Reid
P.O. Box 12873
Austin, TX 78701-1495

RE: Assignment and Bill of Sale
Culberson County, Texas

Dear Mr. Reid,

Please find enclosed a certified copy of the Assignment and Bill of Sale filed of record in Culberson County, Texas in Volume 109, Page 228-232, along with a check in the amount of $25.00 to cover the filing fees.

If I can be of further assistance, please contact me at the number below.

Sincerely,

Viviana Bush

Viviana Bush
Land Department
(432) 571-7846

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

Check Number 0001646084

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ217100115z	10/01/2015		25.00	0.00	25.00

X

123

16702063

ID # 9577
MF 110700 to 110711
MF 110345 & 110713
MF 110344
MF 110343
MF 112034
MF 112104 A-Related

eff 1-14-13

STATE OF TEXAS §

COUNTY OF CULBERSON §

Doc# 0000006746

acc

Assignment and Bill of Sale

This Assignment and Bill of Sale, signed and delivered this 1st day of March, 2013 (this "Assignment"), but effective as of the 14th day of January, 2013 at 12:01 a.m. Mountain Time (the "Effective Time"),is from Prize Culberson, TX 2012 LLC, a Texas Limited Liability Company, with offices at 1700 Lincoln, Suite 1800, Denver, Colorado 80203 (the "Assignor") to Prize Energy Resources, Inc., a Delaware corporation with offices at 1700 Lincoln, Suite 1800, Denver, Colorado 80203 ("Assignee").

Vol 109 Pg 228

For and in the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns, transfers, and conveys unto Assignee, subject to the terms and provisions set forth herein, all of Assignor's right, title and interest in, to, and under the following (a) through (h)(collectively, the "Interests"):

(a) each oil and gas lease described at Exhibit "A" attached hereto, including any and all renewals, extensions, ratifications, and amendments of such lease and all rights and benefits derived from, or attributable to, the lessee's interest in such lease, and all of the lands covered by each such lease, including the lands described at Exhibit "A", but excluding from this Agreement any depth or other limitations noted on Exhibit "A" for such lease (collectively, the "Leases");

(b) the oil wells and natural gas wells described at Exhibit "B" attached hereto, whether currently producing or capable of producing hydrocarbons (collectively, the "Wells");

(c) all the lands described at Exhibit "A" or Exhibit "B," or both (collectively, the "Lands");

(d) all presently existing unitization, pooling, and communitization declarations, designations or agreements pertaining to any interest of Assignor in the Leases or in or derived from, any statutorily, judicially or administratively created drilling, spacing, pooling, proration, and production units, whether recorded or unrecorded, insofar as those units cover or include any of the Lands (collectively, the "Units");

(e) the oil, gas, and other hydrocarbons (including crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, and other hydrocarbons, whether gaseous or liquid) produced, severed from, and attributable after severance to the Leases and/or the Wells (collectively, the "Hydrocarbons");

(f) the surface and subsurface tangible personal property and fixtures situated at, upon or under the Lands and primarily used in connection with the operation of any

CULBERSON COUNTY TEXAS

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RCU 9-24-15

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one or more of the Wells, or in connection with the production, dehydration, treatment, storage, gathering (including any flow lines and gathering lines), transportation, sale or marketing of the Hydrocarbons produced from the Wells, or the disposal of water, produced fluids and associated substances produced from the Wells (collectively, the "Equipment");

(g) all executory contracts and agreements described at Schedule 1.2(g) of that certain Purchase and Sale Agreement dated September 12, 2012, by and between Devon Energy Production Company, L.P. and Prize Culberson, TX 2012 LLC, (the "Agreement"), but only to the extent that (1)Assignor is subject or bound thereto, or has any right or obligation thereunder, (2) those contracts and agreements pertain to the ownership or operation of the Leases, the Lands, the Wells, the Hydrocarbons, and/or the Equipment, and (3) Assignor is not prohibited by contract, applicable Law, or order of any Governmental Authority, or arbitrator, or otherwise from assigning or delegating any right or obligation thereunder (collectively, the "Agreements and Orders"); and

(h) all paper files and records in Assignor's possession to the extent they pertain to the Leases, the Units, the Wells, the Hydrocarbons, the Agreements and Orders, the Lands, the Equipment, but excluding any files and records that Assignor is prohibited from transferring to Assignee by applicable Law or any existing contractual relationship (collectively, the "Records").

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. The Agreement shall survive the delivery of this Assignment.

This Assignment may be executed in several original counterparts, and all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

CULBERSON COUNTY TEXAS
True and Correct copy of Original filed in Culberson County Clerks Office
9-29-15

Signed and delivered on the date first above written, but effective as of the Effective Time.

"Assignor"

Prize Culberson, TX 2012 LLC

By: _____
Name: Stephen P. Bell
Title: Executive Vice President

"Assignee"

Prize Energy Resources, Inc.

By: _____
Name: Stephen P. Bell
Title: Executive Vice President

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on this 1st day of March, 2013, by Stephen P. Bell as Executive Vice President of Prize Culberson, TX 2012 LLC, a Texas Limited Liability Company.

8/15/2015
My Commission Expires
Commission Number
20114052612

SARA GHIZZONI NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public, State of Colorado

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on this 1st day of March, 2013, by Stephen P. Bell as Executive Vice President of Prize Energy Resources, Inc., a Delaware corporation.

8/15/2015
My Commission Expires
Commission Number
20114052612

SARA GHIZZONI NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public, State of Colorado

CULBERSON COUNTY TEXAS
True and Correct copy of Original filed in Culberson County Clerks Office
DCU 9-29-15

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MF

EXHIBIT "A" - LEASES

Lessor	Lessee	Lease Date	County	State	Book	Page	Reception
FRANCIS K CAMPBELL	E H SHAW	09/21/1951	CULBERSON	TEXAS	1	554	(blank)
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110344	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	300	64659
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110343	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	322	64661
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
JOHN C ARMSTRONG ET UX AGT ST TX 110345	T VERNE DWYER	06/17/2009	CULBERSON	TEXAS	99	311	64660
ST OF TX M-110702	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	298	65484
ST OF TX M-110703	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	304	65485
ST OF TX M-110704	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	310	65486
ST OF TX M-110705	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	316	65487
ST OF TX M-110706	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	322	65488
ST OF TX M-110707	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	328	65489
ST OF TX M-110708	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	334	65490
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110709	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	340	65491
ST OF TX M-110710	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	346	65492
ST OF TX M-110711	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	352	65493
ST OF TX M-110711	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	352	65493
ST OF TX M-110713	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	358	65494
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CHEVRON USA INC	DEVON ENERGY PRODUCTION COMPANY LP	08/15/2010	CULBERSON	TEXAS	102	913	66063
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	88	66124
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	85	66123
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
CAROL LYNN WINDHAM ET AL	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	103	90	66125
ST OF TX BY AGENT CAROL LYNN WINDHAM ET	DEVON ENERGY PRODUCTION COMPANY LP	07/01/2010	CULBERSON	TEXAS	104	301	66490
ST OF TX BY AGENT JAMES ROBERT HILL ET A	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	368	66551
ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470
ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470

110344
110343
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110713
MF112034 expired
expired
MF112104A & Released

CULBERSON COUNTY TEXAS
True and Correct copy of Original filed in Culberson County Clerks Office
DCU 9-24-15

MF

EXHIBIT "A" - LEASES

ST OF TX BY AGT JAMES ROBERT HILL ET AL	DEVON ENERGY PRODUCTION COMPANY LP	12/01/2010	CULBERSON	TEXAS	104	230	66470	112104 A (Rolled)
ST OF TX M-110700	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	286	65482	110700
ST OF TX M-110701	T VERNE DWYER	04/06/2010	CULBERSON	TEXAS	101	292	65483	110701

Filed for record on the 14th day of March, A.D. 2013 @ 11:57 o'clock A.M and
duly recorded on the 15th day of March, A.D. 2013 @ 8:25 o'clock A.M.

By _____, Deputy

LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

True and Correct copy of Original filed in Culberson County Clerks Office
9-29-15

21

File No. MF 110343

Allgr #9577 Lim.

Prize Culberson Co. Prize Energy

Date Filed: 5-2-16

George P. Bush, Commissioner

By

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF CULBERSON

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the O/G Records of my office, found in VOL. 109, PAGE 228-232

I hereby certified on 9 29 2015

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY _____ DEPUTY

CIMAREX

MF110343

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 07/07/2016

Effective Date: 06/01/2016

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: KINGMAN 45 STATE UNIT 2H-ENT RI-TIK

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06225620

Property Description
Property: 429971-221.01 KINGMAN 45 STATE UNIT 2H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR CO 2817Block: 60Lot: Sec: 40
SHL: 300 FSL 1350 FEL
BHL: 200 FNL 1580 FEL

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

KEEP THIS COPY

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 18, 2016

Adam Robinson
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Re: State Lease No. MF110343 Kingman 45 State Unit 2H

Dear Mr. Robinson:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF110343
Division Order

Date Filed: 8-23-16
George P. Bush, Commissioner
By U.H.

MF110343

DIVISION ORDER
USER: PBYN
Date: 09/20/2016
Effective Date: 04/01/2016
Property: 072445
Owner: 8040628

To **Chevron U.S.A. Inc.**
PO Box 4538
Houston, TX 77210-4538

The undersigned severally and not jointly certifies it is the legal owner of the interest in all the oil, gas and related liquid hydrocarbons produced from the property described on Exhibit A attached hereto. Until further written notice, Chevron U.S.A. Inc. is hereby authorized to receive and purchase the oil or gas belonging to the undersigned and to account to the undersigned for their interest.

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("owner") who executes this agreement:

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

Signature of Interest Owner	Social Security/ Tax I.D. No.	Address

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

EXHIBIT A

BA NUMBER: 8040628
NAME: STATE OF TEXAS COMMISSIONER
OF GENERAL LAND OFFICE
1700 N CONGRESS AVE
OIL ROYALTY - UNV LANDS ACCTING
AUSTIN TX 78701-1436
TAX ID:

DATE: 09/20/2016 11:20:20
PAGE: 1

DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	TYPE INTEREST	PRODUCT CODE	UNIT INTEREST
72445	1	1.00000000	0.01249981	ROYALTY INTEREST	Oil, Condensates	0.01249981

PROPERTY NAME: KINGMAN 45 STATE UNIT
PROPERTY TRACT DESCRIPTION: ALL OF SECTIONS 40 AND 45, BLOCK 60, TOWNSHIP 1, T&P RR CO SURVEY
COUNTY OR PARISH: CULBERSON
STATE: TEXAS

DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	TYPE INTEREST	PRODUCT CODE	UNIT INTEREST
72445	2	1.00000000	0.01249981	ROYALTY INTEREST	Gas/NGL'S	0.01249981

PROPERTY NAME: KINGMAN 45 STATE UNIT
PROPERTY TRACT DESCRIPTION: ALL OF SECTIONS 40 AND 45, BLOCK 60, TOWNSHIP 1, T&P RR CO SURVEY
COUNTY OR PARISH: CULBERSON
STATE: TEXAS

DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	TYPE INTEREST	PRODUCT CODE	UNIT INTEREST
72445	100	1.00000000	0.01249981	ROYALTY INTEREST	Oil, Condensates	0.01249981

PROPERTY NAME: KINGMAN 45 STATE UNIT
PROPERTY TRACT DESCRIPTION: ALL OF SECTIONS 40 AND 45, BLOCK 60, TOWNSHIP 1, T&P RR CO SURVEY
COUNTY OR PARISH: CULBERSON
STATE: TEXAS

Land Department
Chevron U.S.A. Inc.
Chevron North America
Exploration and Production
Company
PO Box 4538
Houston, TX 77210-4538
Phone
Fax 866-819-1448
PBaham@chevron.com

09/20/2016

STATE OF TEXAS COMMISSIONER
OF GENERAL LAND OFFICE
1700 N CONGRESS AVE
OIL ROYALTY - UNV LANDS ACCTING
AUSTIN TX 78701-1436

Dear Interest Owner,

Please find enclosed a Division Order, in duplicate, for your share of the production proceeds that will be distributed by Chevron U.S.A. Inc. (Chevron) on the identified property(ies). Please review the Division Order, confirm the information is current and correct, and sign and return one copy to Chevron using the enclosed prepaid envelope. The duplicate form should be retained for your records.

If your address on the Division Order is not correct please provide updated information and initial the change. If your name has changed or if you no longer own the interest, please update and initial the Division Order and provide Chevron the documentation to support your name change or change in ownership.

In compliance with Internal Revenue Service regulations, payments made to owners for whom we have not been provided a tax identification number will be subject to a 28% backup withholding. To avoid this withholding please complete and return the enclosed IRS W-9 form.

Chevron offers an Electronic Funds Transfer (EFT) payment option which allows funds to be transferred directly to your U.S. financial institution (bank, credit union, etc.) and eliminates the need for you to cash or deposit a printed check. If you would like to receive payment via EFT, please complete and return the enclosed authorization form. It should be noted that funds remitted by EFT are quite often available to you a day or two sooner than when you would receive a paper check and also reduces the risk of your payment being delayed or lost in the mail.

Finally, unless otherwise instructed, Chevron will distribute payment to you when your production proceeds reach a minimum of one hundred dollars ($100.00). If after 6 months your total accumulated proceeds are less than $100.00, a semiannual payment will be made regardless of the amount. Semiannual payments are made in January and July of each year.

If you have questions, please do not hesitate to contact me.

Sincerely,

Land Ownership
Enclosure

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 3, 2016

Kelly Sandoval
Division Order Analyst
Chevron U.S.A., Inc.
P.O. BOX 4538
Houston, TX 77210-4538

Re: State Lease No. MF110343 Kingman 45 State Unit

Dear Mrs. Sandoval:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF 110343

Division Order

Date Filed: 11-3-2016

George P. Bush, Commissioner

By U.H.

Cimarex Energy Co.
202 S. Cheyenne Ave.
Suite 1000
Tulsa, Oklahoma 74103-4346
PHONE: 918.585.1100
FAX: 918.585.1133

March 6, 2017

Texas General Land Office
Matthew Scott
Mineral Leasing
1700 N. Congress
Austin, TX 78701

Re: State Lease No: 110343
Gas Lift Gas Usage
Kingman 45 State Unit #2H
Culberson County, Texas

Dear Mr. Scott,

Cimarex Energy respectfully requests approval for off-lease gas lift on the above referenced General Land Office (GLO) lease. The gas lift gas will be routed through a gas lift meter located at the well head (#429971221G).

Cimarex will continuously meter the off-lease gas to be utilized for gas lift purposes. The gas BTU content and component analysis obtained at the gas lift meter shall be determined by gas sample chromatographic analysis.

Please feel free to contact me with any questions regarding the commingling at 918-560-7275.

Sincerely,

Sheli Armstrong
Regulatory Analyst

(21)

File No. MF110343

CULBERSON County

REQUEST TO GASLIFT

Date Filed: 3/30/17

George P. Bush, Commissioner

By MTSCOTT

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

March 28, 2017 Certified Mail: 7016 2070 0000 7391 7987

Ms. Sheli Armstrong
Regulatory Analyst
Cimarex Energy Co.
202 S. Cheyenne Ave.
Suite 1000
Tulsa, Oklahoma 74103-4346

RE: Your Letter Dated 03/6/2017 Requesting Authority to Utilize Gas Produced on the Leased Premises for Gas Lift Purposes and/or to Use Off-Lease Gas for Gas Lift or Gas Lift Makeup Supply as Applicable to the Kingman 45 State Unit Lease, RAL MF110343, GLO Unit 7508, Culberson County, Texas.

Dear Ms. Armstrong:

General Land Office staff has reviewed your letter dated March 6, 2017 that requested permission to utilize gas lift as an artificial lift method on the leased premises and to use off-lease gas for the gas lift supply to the wells on the lease.

Pursuant to the terms of the applicable State lease, please be advised that the request to utilize gas lift on the lease and to commingle the gas produced by the wells on the lease with the off-lease gas used for gas lift supply is approved subject to the following conditions:

1. Lessee shall install and utilize square-edged orifice meters and meter tubes per all applicable specifications and requirements of API MPMS 14.3/AGA Report No. 3 for gas measurement.
2. Lessee shall continuously meter the gas lift supply to each well and the gas that passes through any other gas lift supply and distribution meter.
3. The gas BTU content and component analysis obtained at each lease/unit gas meter shall be determined by gas sample chromatographic analysis.

Please be advised that if the volumes and energy content of the off-lease gas supply are deducted directly from the volumes reported by the lease facility meters discharging into a gas gathering system, then the actual lease production volumes and royalty due amounts may be under-reported due to the commingling of the off-lease gas with that of the gas produced from the lease wells. Not all of the gas that passes though an off-lease gas lift supply meter and/or a buy-back

gas meter is returned through the lease facility meters since a portion is consumed as lease use and absorbed by the oil.

If you have questions, please contact me at (512) 475-2230, or by FAX at (512) 475-1543. My e-mail address is matthew.scott@glo.state.tx.us

Sincerely,

Matthew T. Scott, P.E.
Petroleum Engineer
Energy Resources/Mineral Leasing

cc: Robert Hatter, Deputy Director of Energy Resources
Dale Sump, Director of Minerals Audit

(25)

File No. MF110343

CULBERSON County

AGREE TO GAS LIFT

Filed: 3/30/17

George P. Bush, Commissioner

MT SLOTT

7015 1520 0000 6667 2583

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage

$

Total Postage and Fees

$

Postmark Here

MF 110343

Sent To Cimarex Energy Co. ATTN: Rebecca Johnson

Street and Apt. No., or PO Box No. 202 S. Cheyenne Ave Ste 1000

City, State, ZIP+4® Tulsa, OK 74103-3001

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt;* attach PS Form 3811 to your mailpiece; for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
  - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
  - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
  - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

copy

Texas General Land Office
Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Cimarex Energy Co.
Attn: Rebecca Johnson
202 S Cheyenne Ave Ste 1000
Tulsa, OK 74103-3001

Billing Date: 3/20/2017
Billing Due Date: 4/19/2017
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00325	MF110343	$11,302.98	$0.00	$1,134.47	$214.28	$12,651.73
Total Due		$11,302.98	$0.00	$1,134.47	$214.28	**$12,651.73**

Penalty and interest have been calculated thru 3/31/2017. Payment remitted after 3/31/2017 will result in additional penalty and interest charges.

Contact Info: Thomas Kincaid (512) 463-5219 or Tom.Kincaid@GLO.TEXAS.GOV

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit http://www.glo.texas.gov, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Cimarex Energy Co.

Billing Date: 3/20/2017

Billing Due Date: 4/19/2017

Customer Number: C000044010

Remit Payment To:

Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00325	MF110343	$11,302.98	$0.00	$1,134.47	$214.28	$12,651.73
Total Due		$11,302.98	$0.00	$1,134.47	$214.28	**$12,651.73**
Amt. Paid						

Customer ID: C000044010
Invoice Number:
GLO Lease: MF110343
GLO Review: Cimarex Energy Co.
Review Perio Sept 2015 Through Aug 2016

Category Gas
Auditor/AE: TKincaid
Billing Date: 3/15/2017
P&I Calculation Date: 3/31/2017
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due
Apr-16	08-280833	908	1.000000	$1.679996	1.092882	$1,666.82	$208.35	$0.00	$208.35	289	4.50%	$25.00	$5.91	$239.26
May-16	08-280833	9,383	1.000000	$1.700327	1.074844	$17,148.59	$2,143.57	$0.00	$2,143.57	259	4.50%	$214.36	$52.86	$2,410.79
Jun-16	08-280833	13,369	1.000000	$2.084299	1.045354	$29,128.05	$3,641.01	$0.00	$3,641.01	228	4.50%	$364.10	$75.86	$4,080.97
Jul-16	08-280833	7,208	1.000000	$2.571509	1.044255	$19,354.86	$2,419.36	$0.00	$2,419.36	197	4.50%	$241.94	$41.16	$2,702.46
Aug-16	08-280833	8,210	1.000000	$2.686062	1.048635	$23,125.50	$2,890.69	$0.00	$2,890.69	167	4.50%	$289.07	$38.49	$3,218.25
TOTALS		39,078				$90,423.82	$11,302.98	$0.00	$11,302.98			$1,134.47	$214.28	$12,651.73

ATTN: Mary Jane Russell
CERTIFIED MAIL: 7015 1520 0000 6667 2583

COMMENTS: SALES VOLUMES REPORTED TO THE GLO WERE COMPARED TO VOLUMES REPORTED TO THE RRC.
IT HAS BEEN DETERMINED THAT THE SALES VOLUMES HAVE BEEN UNDER PAID.

COLUMN (3) RRC VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL ID#'s 08-280833
COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE
COLUMN (6) BTU - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE
COLUMN (12)(13)(14): PLEASE GO TO THE BELOW WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

NOTE 1 : PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

(26)

File No. MF 110343

_____ County

Recon Billing

Date Filed: 5/24/17

George P. Bush, Commissioner

By _____

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

July 5, 2017

State of Texas – General Land Office
1700 N. Congress Ave.
Austin, Texas 78701-1495
Attn: Mr. Daryl Morgan

Via FedEx

Re: Cimarex Energy Co.
Pooling Agreement
Culberson County, Texas

Dear Mr. Morgan,

Enclosed for your execution are two (2) originals Pooling Agreement for the following:

1. American Pharoah 43 State Unit – GLO Unit No. 8383

Please sign, notarize and return all documents to our office in the self-addressed stamped envelope provided. A recorded copy of this document will be sent for your records once received from the county.

If there is anything further that you should require in regard to this matter, please do not hesitate to contact me at the number below.

Regards,

CIMAREX ENERGY CO.

Kaimi Brownlee

Kaimi Brownlee
Land Department
432.571.7868 (direct)
kbrownlee@cimarex.com

27

File No. M-110343

County

Ltr. From Cimarex

Date Filed: 7/7/17

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

July 11, 2017

Ms. Kaimi Brownlee
Cimarex Energy Co.
600 N. Marienfeld Street, Suite 600
Midland, Texas 79701

Re: Pooling Agreement
American Pharoah 43 State Unit
GLO Unit No. 8383
Culberson County, Texas

Dear Ms. Brownlee:

Enclosed is a duplicate original of the above referenced Pooling Agreement that has been executed by George P. Bush, Commissioner of the Texas General Land Office ("GLO"). We have retained the other original of the Pooling Agreement for our files. Please refer to the referenced GLO Unit No. when filing Royalty Reports with the GLO.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely,

J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosure

(28)

File No. M-110343

_____ County

Ltr. to Cimarex

Date Filed: 7/11/17

George P. Bush, Commissioner

By _____

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA179454

Unit Number	*8383*				
Operator Name	*Cimarex Energy Co.*			*Effective Date*	*03/07/2017*
Customer ID	*C000044010*			*Unitized For*	*Oil And Gas*
Unit Name	*American Pharoah 43 State Unit*			*Unit Term*	
County 1	*Culberson*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.06222507*			
State Part in Unit		*0.49780059*			
Unit Depth	*Specified Depths*		*Well*		
From Depth	*Surface*		*Formation*	*Base*	
To Depth	*11580 Cisco Canyon*		*Participation Basis*	*Surface Acreage*	
			If Excluions Apply: See Remarks		

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF110343	1	679.000000	1,364.000000	0.49780059	O/G	0.12500000	0.06222507	No

API Number
4210933056

Remarks:

Prepared By:	TM	*Prepared Date:*	03/07/2017
GLO Base Updated By:	TM	*GLO Base Date:*	03/07/2017
RAM Approval By:	[illegible]	*RAM Approval Date:*	3/14/17
GIS By:	[illegible]	*GIS Date:*	08/04/2017
Well Inventory By:	TM	*WI Date:*	03/07/2017

Pooling Committee Report

To:	**School Land Board**	**UPA179454**
Date of Board Meeting:	**03/07/2017**	**Unit Number: 8383**
Effective Date:	**03/07/2017**	
Unit Expiration Date:		
Applicant:	**Cimarex Energy Co.**	
Attorney Rep:		
Operator:	**CIMAREX ENERGY CO.,**	
Unit Name:	**American Pharoah 43 State Unit**	
Field Name:	**FORD, WEST (WOLFCAMP)**	

County: Culberson

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF110343	0.12500000	06/17/2014	5 years	2,722.500000	679.000000	0.06222507

Private Acres:	685.000000
State Acres:	679.000000
Total Unit Acres:	1364.000000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	49.78%
State Net Revenue Interest:	6.22%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Working File Number: UPA179454

REMARKS:

- Cimarex Energy Co. is requesting permanent oil and gas pooling from the Surface to the base of the Cisco Canyon formation seen at 11,580 feet on the Cimarex Energy Co. Dark Star 21 Fee # 1H well log (API 42-109-32352) in order to test the Wolfcamp formation.
- The applicant plans to spud the first unit well on May 15, 2017 with a proposed total depth of 7,987 feet TVD. A 10,600 foot lateral is expected to be drilled.
- With Board aprroval of the unit the State's unit royalty participation will be 6.23%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of four unit wells. The first unit well will be spud by or before October 1, 2017 and the three additional unit wells will be spud by or before one year after the termination of the Armstrong State Unit or the unit will decrease in size to 341 acres per unit well drilled.

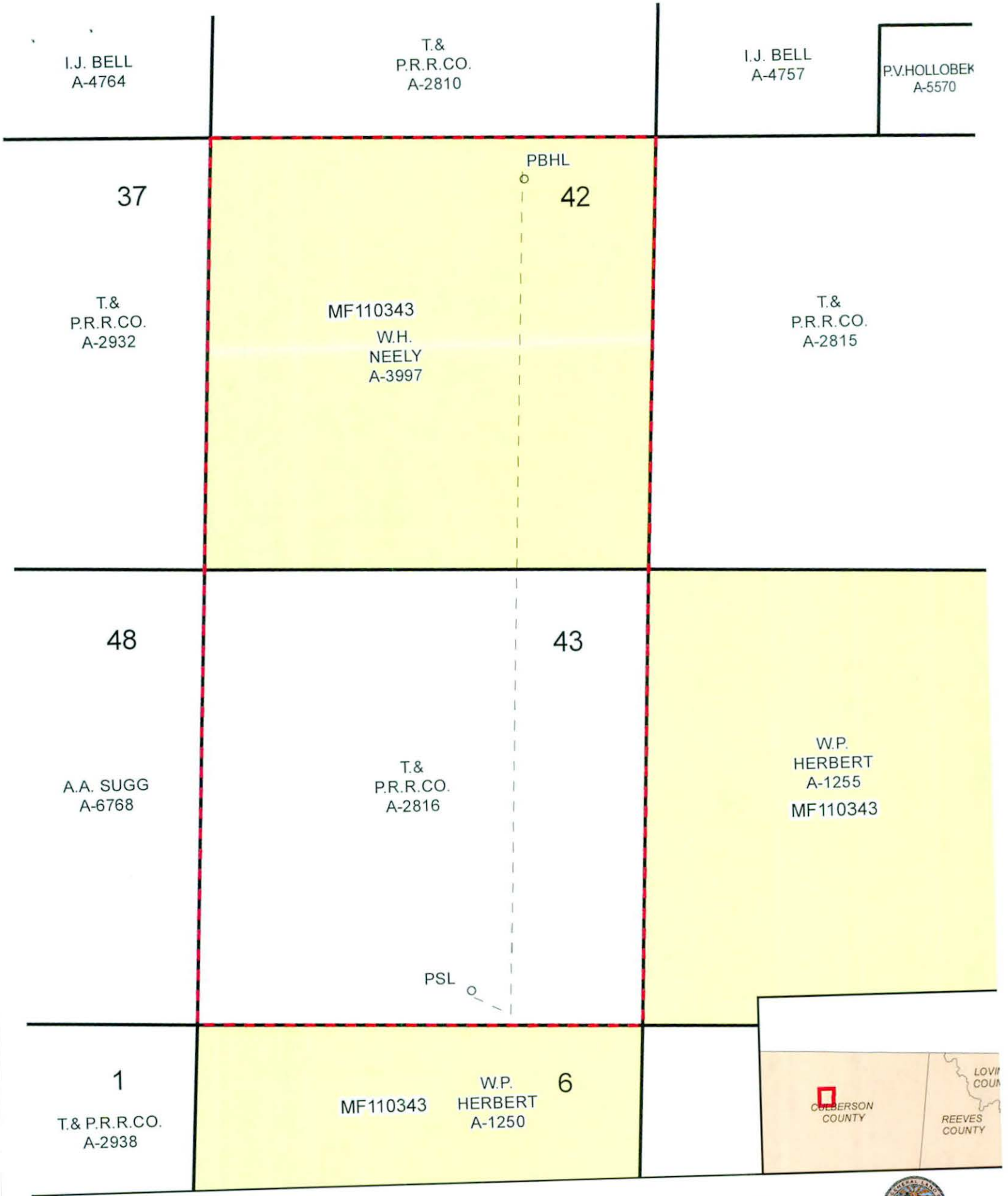
POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.

Mary Smith - Office of the Attorney General — Date: 2/23/17

Robert Hatter - General Land Office — Date: 2/23/17

Diane Morris - Office of the Governor — Date: 2/24/17



Unit #8383
Cimarex Energy Co.
American Pharoah 43 State Unit
Ford, West (Wolfcamp) Field
Culberson County, Texas

1,500 750 0 1,500 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Generated by:
Mark Conway
Enterprise Technology Solutions/GIS
March 2017

POOLING AGREEMENT
CIMAREX ENERGY CO.
AMERICAN PHAROAH 43 STATE UNIT
GLO UNIT NO. 8383
CULBERSON COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Cimarex Energy Co. herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas interests, which are included within the pooled unit, are listed on the attached Exhibit "A", to which interests and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C". The unit description is subject to the provisions of Addendum "A".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface of the earth to the stratigraphic equivalent of the base of the Cisco Canyon Formation, which is seen at a measured depth of 11,580 feet on the Halliburton Density Dual Spaced Neutron log dated December 12, 2010, of the Dark Star 21 Unit #1H Well, API No. 42-109-32352 ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit, including but not limited to the interests described above, into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease or other agreement without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease or other agreement, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than the number of acres included in the pooled unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

(j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

EFFECTIVE DATE: 7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of March 7, 2017.

TERM: 8.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

SPECIAL TERMS AND CONDITIONS: 9.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A".

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Culberson County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

SUBJECT TO EXPLORATION AGREEMENT: 14.

This Pooling Agreement is subject to that certain Unit Agreement for the Development and Operation of the Armstrong - State Unit dated effective January 1, 2014, by and between the State of Texas, Cimarex Energy Co., Prize Energy Resources, Inc. and Chevron USA, Inc., recorded at Volume 112, Page 705 of the Oil and Gas Records of Culberson County, Texas.

SUBJECT TO JOINT DEVELOPMENT AGREEMENT 15.

As between Cimarex Energy Co. Chevron U.S.A. Inc., and Prize Energy Resources, Inc., this Pooling Agreement is subject to that certain Joint Development Agreement dated effective January 1, 2013, by and between Cimarex Energy Co., et. al., and Chevron U.S.A. Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 7-10-17

STATE OF TEXAS

By: _____
George P. Bush, Commissioner
General Land Office

Legal
Content
Geology
Executive

Date Executed _____

CIMAREX ENERGY CO.

By: _____

Roger Alexander
Attorney-in-Fact

Its: _____

Date Executed June 15th, 2017

CHEVRON U.S.A. INC.

By: _____

Robert Nunnaker

Its: Attorney-in-Fact

Date Executed _____

PRIZE ENERGY RESOURCES, INC.

By: _____

_____

Its: _____

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on March 7, 2017, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 10th day of July, 2017.

_____

Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2017, by _____,

as _____ of Cimarex Energy Co. a _____ corporation

on behalf of said corporation.

_____

Notary Public in and for the State of Texas

Date Executed _____

CHEVRON U.S.A. INC.

By: _____

_____

Its: _____

Date Executed _____

PRIZE ENERGY RESOURCES, INC.

By: _____

Roger Alexander RM

Its: Attorney-in-Fact

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on March 7, 2017, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the _____ day of _____, 2017.

_____

Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on July 5, 2017, by Roger Alexander, as Attorney-In-Fact of Cimarex Energy Co. a Delaware corporation on behalf of said corporation.

Kaimi Brownlee

Notary Public in and for the State of Texas

KAIMI BROWNLEE
Notary Public, State of Texas
Comm. Expires 03-26-2019
Notary ID 126052368

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on June 15, 2017, by Robert Nunnalee, as attorney-in-fact of Chevron U.S.A. Inc., a Pennsylvania corporation on behalf of said corporation.

Angela R. Harmon
Notary Public in and for the State of Texas

ANGELA R. HARMON
Notary Public, State of Texas
Comm. Expires 05-08-2021
Notary ID 126886949

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2017, by _____, as _____ of Prize Energy Resources, Inc., a _____ corporation on behalf of said corporation.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2017, by _____,

as _____ of Chevron U.S.A. Inc., a Pennsylvania corporation

on behalf of said corporation.

_____

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on July 5, 2017, by Roger Alexander,

as Attorney-In-Fact of Prize Energy Resources, Inc., a Delaware corporation

on behalf of said corporation.

Kaimi Brownlee

Notary Public in and for the State of Texas

KAIMI BROWNLEE
Notary Public, State of Texas
Comm. Expires 03-26-2019
Notary ID 126052368

Addendum "A"

To that certain Pooling Agreement for the American Pharoah 43 State Unit

The parties hereby agree that should a conflict exist between this Addendum and the body of the agreement that this Addendum shall prevail.

The pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted in the attached Exhibit "C". Lessee agrees to drill a minimum of four (4) horizontal wells in the unit with laterals that extend extensively into both Sections included in the unit, provided however that, should Lessee fail to meet the "Drilling Obligation Timeframe", as specifically defined below, that such unit shall remain in full force and effect as to any and all wells drilled upon the unit acreage, but shall shrink down to allow for a maximum size of 341 acres per well drilled in the unit, as close as is reasonably practicable to the shape of a rectangle surrounding the wells. In the event that Lessee choses to drill wells ahead of the Drilling Obligation Timeframe detailed below, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Timeframe described below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

First well	–	spud on or before October 1, 2017;
Second, Third and Fourth well	–	spud on or before one year after the termination of the Armstrong – State Unit dated effective January 1, 2014, by and between the State of Texas and Cimarex Energy Co., as Operator, and Prize Energy Resources, Inc., et.al. as Non-Operator.

Once actual drilling operations have been commenced on a particular well, Lessee shall continue drilling and completion operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar circumstances.

In the event Lessee commences actual drilling operations on all four (4) wells committed to be drilled hereunder and such wells are thereafter completed as wells being capable of producing oil or gas in paying quantities, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape as described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph eight (8) of this Agreement.

End of Addendum "A"

EXHIBIT "A"

Attached to and made a part of that certain Pooling Agreement for the
American Pharoah 43 State Unit, GLO Unit No. 8383
(a 1364.0 acre oil and gas unit) - Cimarex Energy Co., Operator

I. OIL AND GAS LEASES SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1. Lease Date: July 17, 2009
   Recording Data: Oil and Gas Lease recorded in Volume 99, Page 322, Official Public Records of Culberson County, Texas
   Lessor: John Cole Armstrong and wife, Elizabeth Bass Armstrong
   Original Lessee: T. Verne Dwyer
   Current Lessee: Prize Energy Resources, Inc.
   Lands Covered: All of Section 42, Block 60, Township 1, T&P RR Co. Survey, Culberson County, Texas, in addition to other lands not covered by this Pooling Agreement.

2. Lease Date: August 15, 2010
   Recording Data: Vol 102, Page 913, Official Public Records, Culberson County, Texas
   Lessor: Chevron U.S.A. Inc.
   Original Lessee: Devon Energy Production Company, L.P.
   Current Lessee: Cimarex Energy Co.
   Lands Covered: All of Section 43, Block 60, Township 1, T&P RR Co. Survey, Culberson County, Texas in addition to other lands not covered by this Pooling Agreement.

II. THE INTERESTS IN THE MINERAL ESTATE SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1. The NW/4 & SE/4 of Section 43, Block 60-T1, T&P RR Co. Survey, Culberson County, Texas, owned by Chevron U.S.A. Inc.

2. The NE/4 & SW/4 of Section 43, Block 60-T1, T&P RR Co. Survey, Culberson County, Texas, owned by Chevron U.S.A. Inc.

III. THE NON-PARTICIPATING ROYALTY INTEREST SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1. The NW/4 & SE/4 of Section 43, Block 60-T1, T&P RR Co. Survey, Culberson County, Texas, owned by Chevron U.S.A. Inc.

EXHIBIT "B"

Attached to and made a part of that certain Pooling Agreement for the American Pharoah 43 State Unit, GLO Unit No. 8383, (a 1364.0 acre oil and gas unit) - Cimarex Energy Co., Operator

Description of Lands

Tract 1: All of Section 42, Block 60-T1, T&P RR Co. Survey, Culberson County, Texas, containing 679.0 gross acres, more or less.

Tract 2: NE/4 and SW/4 of Section 43, Block 60-T1, T&P RR Co. Survey, Culberson County, Texas, containing 342.5 gross acres, more or less.

Tract 3: NW/4 and SE/4 of Section 43, Block 60-T1, T&P RR Co. Survey, Culberson County, Texas, containing 342.5 gross acres, more or less.

Depth Limitation

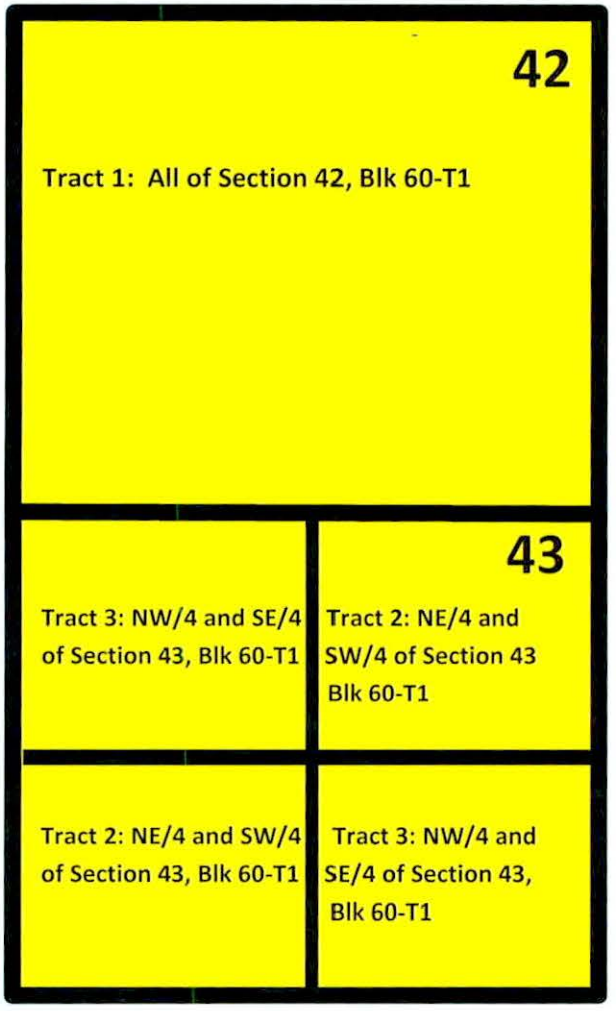
Limited in depth from the surface of the earth down to the stratigraphic equivalent of the base of the Cisco Canyon Formation. The base of the Cisco Canyon Formation is defined as the stratigraphic equivalent of 11,580 feet Measured Depth, as seen in Cimarex Energy Co.'s Dark Star 21 Unit #1H Well, located in Section 21, Block 59 – T1, T&P RR Co. Survey, Culberson County, Texas; API #42-109-32352; Halliburton Spectral Density Dual Spaced Neutron Log dated 12 December 2010.

EXHIBIT "C"

Attached to and made a part of that certain Pooling Agreement for the American Pharoah 43 State Unit, GLO Unit No. 8383 (a 1364.0 acre oil and gas unit) – Cimarex Energy Co., Operator

American Pharoah 43 State Unit

All of Section 42, Block 60-T1, and
All of Section 43, Block 60-T1,
Culberson County, Texas



(29)

File No. M-110343

Pooling Agrmt. Partic # 8387

County American Phoroah, 43 State Unit

Date Filed: 7/11/17

George P. Bush, Commissioner

By

CIMAREX

MF110343

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 08/29/2017

Effective Date: 05/01/2017

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: AMERICAN PHAROAH 43 ST UT 1H-EST

Complete Property Description Listed Below 109-33056

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06222507 ✓

Property Description
Property: 429971-249.01 AMERICAN PHAROAH 43 STATE UNIT
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR CO 2816Block: 60Lot: Sec: 43
SECTION: 42

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

KEEP THIS COPY

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

CIMAREX

INSTRUCTIONS TO ALL INTEREST OWNERS

Read Carefully Before Signing the Instrument

SIGNATURE:

Individuals: Sign name as shown in the instrument.

Corporations: If signing for a corporation, please provide the name and title of the signatory party.

SIGNATURE BY SECOND PARTY:

If the instrument is signed by agent, attorney-in-fact, guardian, estate representative, trustee or any other party other than the named interest owner, we must have evidence of the rights vested in the signatory party.

MORTGAGE STIPULATION

If your interest is subject to a mortgage(s), please have the mortgagee(s) execute the document in the space(s) provided below your signature. If the mortgage(s) has been released, please provide us with a copy of the RECORDED release(s).

MAILING ADDRESS:

If the checks should be mailed to a different address than shown with your name, please insert the address change. Print or type. Do not abbreviate. If you are already receiving checks from this company, be sure to use the same address to which we are now mailing checks.

PAYMENT POLICY:

Payments are made upon accrual of $100.00, or when proceeds for six (6) months have accumulated. An owner has the option of requesting to be paid monthly for proceeds totaling $25.00. Should you require payments on the optional basis, please send us your written request.

PROPERTY NUMBER:

On the left portion of the instrument you will find the number assigned to this well. This number will appear on the statement attached to your check and should always be used when corresponding with this company.

CHANGE OF ADDRESS:

You should notify us promptly of any change in mailing address. This notice must be over your own signature, or the signature of your appointed agent. Always include your Owner Number (which will appear on your check from this company) and your old address, then state your new address with zip code.

THIS INSTRUMENT SHOULD NOT BE ALTERED IN ANY WAY UNLESS ACCOMPANIED BY DOCUMENTARY EVIDENCE TO SUPPORT THE CHANGE. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY DELAY PAYMENT. RETURN THE EXECUTED INSTRUMENT TO THE ADDRESS BELOW. KEEP ONE (1) COPY FOR YOUR RECORDS.

IRS W-9 FORM:

FEDERAL LAW REQUIRES YOU TO FURNISH YOUR SOCIAL SECURITY NUMBER. IN ADDITION TO INSERTING IT ON THE ENCLOSED DIVISION ORDER YOU MUST ALSO COMPLETE AND SIGN THE ENCLOSED IRS W-9 FORM AND RETURN IT WITH THE EXECUTED DIVISION ORDER.

Should you have any questions, please contact Jeanine Hill at 918-560-7076 or jhale-hill@cimarex.com.

CIMAREX ENERGY CO.
DIVISION ORDER DEPARTMENT
202 SOUTH CHEYENNE AVE, SUITE 1000
TULSA, OK 74103-3001
ATTENTION: Jeanine Hill
(918) 560-7076 -- Phone
(918) 295-1896 -- Fax
E-Mail: JHale-Hill@cimarex.com

REVENUE INTEREST OWNER
COMMON QUESTIONS AND ANSWERS

- Revenue check schedule

  Revenue checks are issued monthly on the 15th. If the amount of revenue due is less than $100.00, payment is withheld until the amount due equals or exceeds $100.00, subject to state regulations. All checks less than $100.00 are issued in December on an annual basis.

- Check not on schedule

  If payment is delayed more than 10 days, you should contact us to see if a check was issued.

- Check Lost, stolen or outdated

  Immediately notify us in writing of lost or stolen checks so we may issue a replacement check. If the check is stale dated, return it to us without defacing it so a replacement may be issued.

- Determine interest value

  The evaluation or appraisal of interest requires geologic or engineering review and judgement. Therefore, we do not attempt such evaluations for interest owners. An appraisal can be obtained by contacting the services of an independent geologist, petroleum engineer or royalty broker. Revenue resulting from sales from the property is an important factor in evaluating royalty interests. Your check stubs or detail statements provide payment history for this analysis.

- Requirements if Sell interest

  Because the sale of a royalty interest usually represents a real property transaction, we will need a certified copy of the deed recorded in the county where the property is located. For additional information about our requirements, please contact our Division Order Department.

- Requirements for Death of Owner

  When an interest owner dies, an authorized representative or relative of the deceased must immediately notify the Division Order Department in writing. The deceased owner's name and owner number must appear in the notification as they appear on the revenue checks. State requirements differ, but generally a Will, Letters Testamentary, and/or other documents issued by the court are required to change royalty ownership records. Cimarex Energy Co does NOT accept Heirship Affidavits.

- Change of Address

  You should notify us of any changes in address. Failure to report changes may delay delivery of your revenue checks and in many cases force us to place the revenue in suspense until we are notified of the change. Reinstatement of payment will resume upon receipt of an authorized address change. For your protection, changes of address must be made in writing. With your notification, please include your owner number, social security or tax identification number, old address and new address, including zip code. Please send your change of address to the attention of the Division Order Department. Form available at https://www.cimarex.com/owner-information/.

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 13, 2017

Jeanine Hill
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103-3001

Re: State Lease No. MF110343 American Pharoah 43 State Unit

Dear Mrs. Hill:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

30.

File No. MF110343

County

Division Order

Date Filed: 11-14-2017

George P. Bush, Commissioner

By V.H.

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Texas General Land Office
George P. Bush, Commissioner
P.O. Box 12873
Austin, Texas 78711-2873

ATTN: Aurora Jordan 7th Energy
MF 110343

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Cimarex Energy Co.
ATTN: Rebecca Johnson
202 S Cheyenne Ave ste 1000
Tulsa, OK 74103-3001

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Justin Wallace ☐ Agent ☐ Addressee

JUSTIN WALLACE

B. Received by (Printed Name) | C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 0150 0003 1019 9772

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 0150 0003 1019 9772

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

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

MF110343

Postmark Here

ATTN: Rebecca Johnson

Sent To Cimarex Energy Co.

Street, Apt. No.; or PO Box No. 202 S Cheyenne Ave Ste 1000

City, State, ZIP+4 Tulsa, OK 74103-3001

PS Form 3800, August 2006 See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *"Restricted Delivery"*.
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 *(Reverse)* PSN 7530-02-000-9047

Texas General Land Office
Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Cimarex Energy Co.
Attn: Rebecca Johnson
202 S Cheyenne Ave Ste 1000
Tulsa, OK 74103-3001

Billing Date: 5/29/2018
Billing Due Date: 6/28/2018
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00526	MF110343	$38,998.45	$0.00	$3,949.74	$1,618.55	$44,566.74
18I00527	MF110343	$0.00	$18,910.78	$1,891.08	$933.60	$21,735.46
Total Due		$38,998.45	$18,910.78	$5,840.82	$2,552.15	**$66,302.20**

Penalty and interest have been calculated thru 5/31/2018. Payment remitted after 5/31/2018 will result in additional penalty and interest charges.

Contact Info: Thomas Kincaid (512) 463-5219 or Tom.Kincaid@GLO.TEXAS.GOV

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit http://www.glo.texas.gov, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing
Cimarex Energy Co.
Billing Date: 5/29/2018
Billing Due Date: 6/28/2018
Customer Number: C000044010

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00526	MF110343	$38,998.45	$0.00	$3,949.74	$1,618.55	$44,566.74
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Total Due		$38,998.45	$18,910.78	$5,840.82	$2,552.15	**$66,302.20**
Amt. Paid						

Customer ID: C000044010
Invoice Number:
GLO Lease: MF110343
GLO Review: Cimarex Energy Co.
Review Perioc Sep 2016 Through Aug 2017

Category Gas
Auditor/AE: TKincaid
Billing Date: 5/23/2018
P&I Calculation Date: 5/31/2018
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due
Sep-16	08-280833	6,542	1.000000	$2.608819	1.188749	$20,288.25	$2,536.03	$0.00	$2,536.03	562	4.50%	$253.60	$157.27	$2,946.90
Oct-16	08-280833	6,590	1.000000	$2.731163	1.058554	$19,052.24	$2,381.53	$0.00	$2,381.53	532	4.50%	$238.15	$138.88	$2,758.56
Nov-16	08-280833	6,675	1.000000	$2.477714	1.047539	$17,324.98	$2,165.62	$0.00	$2,165.62	501	4.75%	$216.56	$124.57	$2,506.75
Dec-16	08-280833	6,787	1.000000	$3.134781	1.046340	$22,261.68	$2,782.71	$0.00	$2,782.71	470	4.75%	$278.27	$148.84	$3,209.82
Jan-17	08-280833	7,528	1.000000	$3.420260	1.045733	$26,925.24	$3,365.65	$0.00	$3,365.65	442	4.75%	$336.57	$167.75	$3,869.97
Feb-17	08-280833	-1,255	1.000000	$3.037847	1.047101	-$3,992.07	-$499.01	$0.00	-$499.01	411	4.75%	$0.00	$0.00	-$499.01
Mar-17	08-280833	6,588	1.000000	$2.351199	1.048035	$16,233.75	$2,029.22	$0.00	$2,029.22	381	4.75%	$202.92	$85.03	$2,317.17
Apr-17	08-280833	6,770	1.000000	$2.616339	1.046489	$18,536.06	$2,317.01	$0.00	$2,317.01	350	4.75%	$231.70	$87.74	$2,636.45
May-17	08-280833	5,791	1.000000	$2.622588	1.048070	$15,917.47	$1,989.68	$0.00	$1,989.68	320	4.75%	$198.97	$67.58	$2,256.23
Jun-17	08-280833	4,878	1.000000	$2.740131	1.048771	$14,018.25	$1,752.28	$0.00	$1,752.28	289	4.75%	$175.23	$52.45	$1,979.96
Jul-17	08-280833	13,483	1.000000	$2.618387	1.047657	$36,986.18	$4,623.27	$0.00	$4,623.27	258	4.75%	$462.33	$119.73	$5,205.33
Aug-17	08-280833	5,857	1.000000	$2.611111	1.049547	$16,051.01	$2,006.38	$0.00	$2,006.38	228	4.75%	$200.64	$44.13	$2,251.15
Aug-17	08-283760	5,788	1.000000	2.552475	1.04912	$15,499.41	$1,937.43	$0.00	$1,937.43	228	4.75%	$193.74	$42.61	$2,173.78
Mar-17	08-280833	0	1.000000	$0.000000	1.000000	$0.00	$26,103.26	$21,639.35	$4,463.91	381	4.75%	$446.39	$187.06	$5,097.36
Apr-17	08-280833	0	1.000000	$0.000000	1.000000	$0.00	$28,825.73	$23,678.99	$5,146.74	350	4.75%	$514.67	$194.91	$5,856.32
TOTALS		82,022				$235,102.44	$84,316.79	$45,318.34	$38,998.45			$3,949.74	$1,618.55	$44,566.74

ATTN: Mary Jane Russell
CERTIFIED MAIL: 7008 0150 0003 1019 9772

COMMENTS: SALES VOLUMES REPORTED TO THE GLO WERE COMPARED TO VOLUMES REPORTED TO THE RRC.
IT HAS BEEN DETERMINED THAT THE SALES VOLUMES HAVE BEEN UNDER REPORTED AND PAID.
THE LAST TWO LINES IN THIS BILLING ARE FOR A DUE VS PAID UNDERPAYMENT.

COLUMN (3) RRC VOLUME - REPRESENTS SALES VOLUMES UNDER/OVER REPORTED TO THE GLO FROM RRC WELL ID#'s 08-280833 & 08-283760
COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE
COLUMN (6) BTU - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE
COLUMN (12)(13)(14): PLEASE GO TO THE BELOW WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

NOTE 1 : PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

Customer ID: C000044010
Invoice Number:
GLO Lease: MF110343
GLO Review: Cimarex Energy Co.
Review Period Sep 2016 Through Aug 2017

Category Oil
Auditor/AE: TKincaid
Billing Date: 5/23/2018
P&I Calculation Date: 5/31/2018
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due
Sep-16	08-276258	200	1.000000	36.359480	1.00	$7,271.90	$908.99	$0.00	$908.99	572	4.50%	$90.90	$57.49	$1,057.38
Oct-16	08-280833	2,202	1.000000	43.405650	1.00	$95,579.24	$11,947.41	$0.00	$11,947.41	542	4.50%	$1,194.74	$711.44	$13,853.59
Jul-17	08-280833	1,220	1.000000	39.700871	1.00	$48,435.06	$6,054.38	$0.00	$6,054.38	268	4.75%	$605.44	$164.67	$6,824.49
TOTALS		3,622				$151,286.20	$18,910.78	$0.00	$18,910.78			$1,891.08	$933.60	$21,735.46

ATTN: Mary Jane Russell
CERTIFIED MAIL: 7008 0150 0003 1019 9772

COMMENTS: SALES VOLUMES REPORTED TO THE GLO WERE COMPARED TO VOLUMES REPORTED TO THE RRC.
IT HAS BEEN DETERMINED THAT THE SALES VOLUMES HAVE BEEN UNDER REPORTED AND PAID.

COLUMN (3) RRC VOLUME - REPRESENTS SALES VOLUMES UNDER REPORTED TO THE GLO FROM RRC WELL ID#'s 08-276258, 08-280833
COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE
COLUMN (12)(13)(14): PLEASE GO TO THE BELOW WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

NOTE 1 : PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

(31)

File No. MF 110343

County

Recon Billing

Date Filed: 6/6/18

George P. Bush, Commissioner

By AT

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

Check Number 0001754937

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ217080318c	08/03/2018		529.32	0.00	529.32

19700542

191

023492	Vendor	Check Date: 08/23/2018	Check Amount	529.32

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

September 5, 2018

State of Texas – GLO
1700 North Congress Ave.
Austin, Texas 78701-1495

Attn: Surface

Via Certified Mail

Re: Access road
Section 6, Block 60, T2
Culberson County, TX

Dear sir/madam,

Enclosed is Cimarex Energy Co. check number **0001754937** in the amount of Five Hundred Twenty Nine Dollars and 32/100 **($529.32)** as total payment of 50% interest with J&S Hacienda Esperanza LTD for an access road associated with the American Pharoah 43 State Unit 2H located in the above captioned land.
(69.51 rods x $15.23/rod x 50% = $529.32)

Please call Bari Sadler @ 432-620-1913 if you have any questions or concerns. Thank you very much.

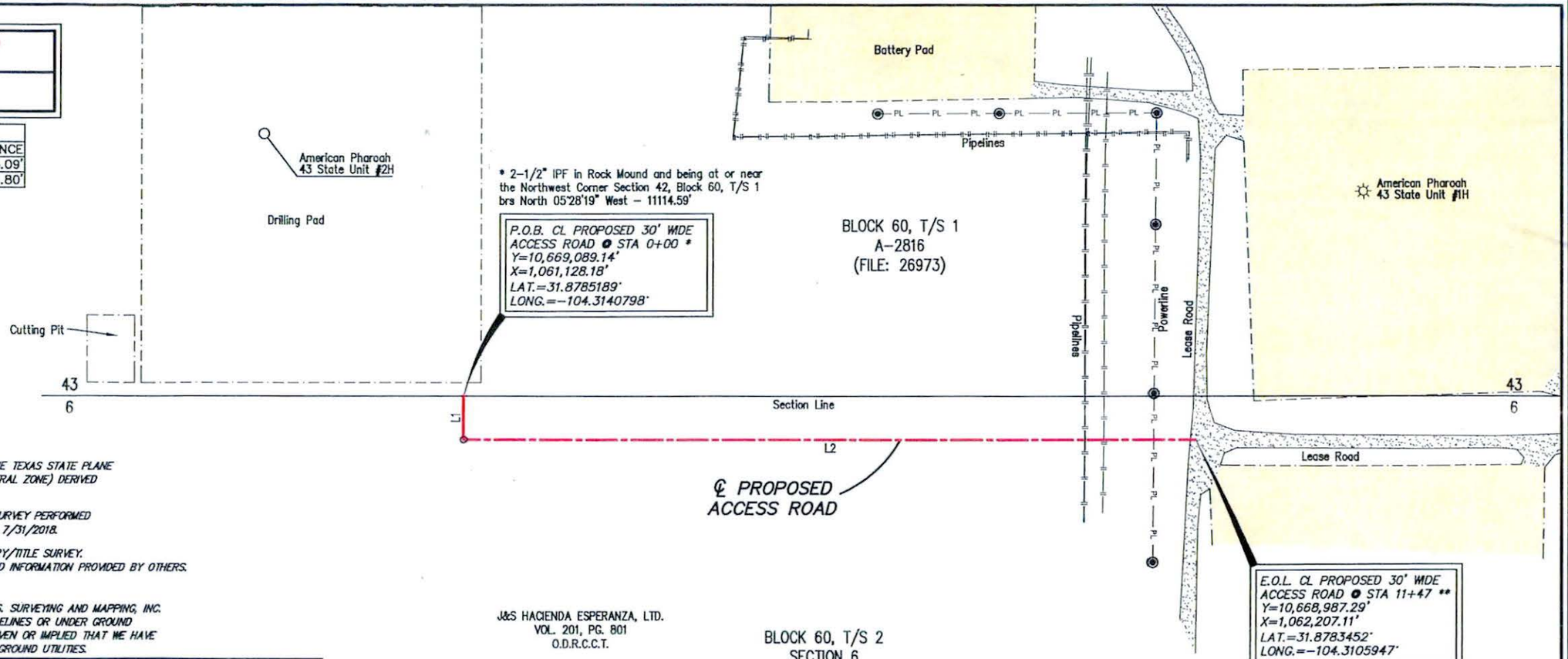
Thanks so much.

Regards,

CIMAREX ENERGY CO.
Tish Maney
Land Technician

CENTERLINE PROPOSED ACCESS ROAD
TOTAL LINEAR FEET = 1146.89
TOTAL RODS = 69.51

℄ PROPOSED ACCESS ROAD		
LINE	BEARING	DISTANCE
L1	S01°58'47"W	65.09'
L2	S88°03'03"E	1081.80'



PROPOSED ROAD

NOTES:

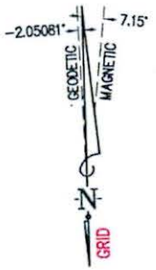
BEARINGS AND DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 (2011) (CENTRAL ZONE) DERIVED FROM GPS OBSERVATIONS.

PROPOSED ROAD IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION ON 7/31/2018.

THIS PLAT DOES NOT REPRESENT A BOUNDARY/TITLE SURVEY. ANY BOUNDARY LINES ARE BASED ON RECORD INFORMATION PROVIDED BY OTHERS.

VESTING DOCUMENTS WERE NOT PROVIDED.

NO GUARANTEE IS GIVEN OR IMPLIED BY E.L.S. SURVEYING AND MAPPING, INC. AS TO THE EXACT LOCATION OF EXISTING PIPELINES OR UNDER GROUND UTILITIES. ALSO THERE IS NO GUARANTEE GIVEN OR IMPLIED THAT WE HAVE LOCATED ALL EXISTING PIPELINES OR UNDER GROUND UTILITIES.



☒ PROPOSED STAKING ☐ AFTER-BUILT

CIMAREX ENERGY CO.

Revisions

Project:

SURFACE EXHIBIT
AMERICAN PHAROAH 43 STATE UNIT #2H

Date: 8/03/2018 G:\2018\385674\LANDUSE\C-5674 LANDUSE-A

CULBERSON COUNTY, TEXAS

Page 1 of 1

ELS SURVEYING & MAPPING INC. 2004 W. Grande Blvd. Tyler, Texas (903) 581-7759
TBPLS Firm No. 100327-00

Checked By E.B.

200' 100' 0 200'
1" = 200'

Drafter: EB FB 2542/18 (KH) Job No. 385674 Map No. C-5674 LANDUSE-A

(32)

File No. MF110343

Culberson County

~~SWD Payment~~ Surface Damage

Date Filed: 10/~~0~~01/2018

George P. Bush, Commissioner

By CS

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

Check Number 0001754936

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ217080218c	08/02/2018		850.00	0.00	850.00

19700539

161

023492	Vendor	Check Date: 08/23/2018	Check Amount	850.00

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

September 5, 2018

State of Texas – GLO
1700 North Congress Ave.
Austin, TX 78701-1495

Attn: Surface

Via Certified Mail

Re: Temporary water pipeline
Section 46, Block 60, T1
Culberson County, TX

Dear sir/madam,

Enclosed is Cimarex Energy Co. check number **0001754936** in the amount of Eight Hundred Fifty Dollars and 00/100 **($850.00)** as total payment of 50% interest with J&S Hacienda Esperanza LTD for a 12" temporary produced water pipeline associated with the Kingman 45 Unit 3H & 4H located in the above captioned land.
($5.00/rod x 340 rods = $1,700.00 x 50% = $850.00)

Please call if you have any questions or concerns. Thank you very much.

Thanks so much.

Regards,

CIMAREX ENERGY CO.
Tish Maney
Land Technician

File No. MF110343

Culberson County

~~SWD~~ Payment Surface Damages

Date Filed: 10/9/2018

George P. Bush, Commissioner

By CE

3-14-19

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

October 1, 2018

State of Texas – General Land Office
1700 N. Congress Ave.
Austin, Texas 78701-1495
Attn: Mr. Daryl Morgan

Via Federal Express

Re: Cimarex Energy Co.
Pooling Agreement
Carry Back 6 State Unit 1H
GLO Unit No. 8865
Culberson County, Texas

Dear Mr. Morgan,

Enclosed for your execution, please find a partially executed original of the Pooling Agreement for the Carry Back 6 State Unit 1H.

Please sign, notarize and return a fully executed original to our office in the self-addressed stamped envelope provided. A recorded copy of this document will be sent for your records once received from the county.

If there is anything further that you should require in regard to this matter, please do not hesitate to contact me at the number below.

Regards,

CIMAREX ENERGY CO.

Priscilla Sanchez
Land Tech
432.620.1968 (direct)
psanchez@cimarex.com

10·5·18

(34)

File No. M-110343

County

Ltr. From Cinnex

Date Filed: 10/15/18

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 15, 2018

Ms. Priscilla Sanchez
Cimarex Energy Co.
600 N. Marienfeld Street, Suite 600
Midland, Texas 79701

Re: Pooling Agreement
Carry Back 6 State Unit 1H
GLO Unit No. 8865
Culberson County, Texas

Dear Ms. Sanchez:

Enclosed is a the original of the above referenced Pooling Agreement that has been executed by George P. Bush, Commissioner of the Texas General Land Office ("GLO"). We have retained a copy of the Pooling Agreement for our files. Please refer to the referenced GLO Unit No. when filing Royalty Reports with the GLO.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely,

J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosure

35

File No. M-110343

County

Ltr. to Cincinnati

Date Filed: 10/15/18

George P. Bush, Commissioner

By

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA180218

Unit Number	*8865*				
Operator Name	*Cimarex Energy Co.*			*Effective Date*	*02/06/2018*
Customer ID	*C000044010*			*Unitized For*	*Oil And Gas*
Unit Name	*Carry Back 6 State*			*Unit Term*	
County 1	*Culberson*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil 0.06250000*				
State Part in Unit	*0.50000000*				
Unit Depth	*Specified Depths*	*Well*			
From Depth	*Surface*	*Formation*	*Base*		
To Depth	*11580 Cisco Canyon*	*Participation Basis*	*Surface Acreage*		
		If Excluions Apply: See Remarks			

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF110343	1	677.000000	1,354.000000	0.50000000	O/G	0.12500000	0.06250000	No

API Number
4210933252

Remarks:

Prepared By:	JM	*Prepared Date:*	02/06/2018
GLO Base Updated By:	JM	*GLO Base Date:*	02/06/2018
RAM Approval By:	AT	*RAM Approval Date:*	2/8/18
GIS By:	JL	*GIS Date:*	10/15/2018
Well Inventory By:	JM	*WI Date:*	02/06/2018

Pooling Committee Report

To:	**School Land Board**	**UPA180218**
Date of Board Meeting:	**02/06/2018**	**Unit Number: 8865**
Effective Date:	**02/06/2018**	
Unit Expiration Date:		
Applicant:	**Cimarex Energy Co.**	
Attorney Rep:		
Operator:	**CIMAREX ENERGY CO.,**	
Unit Name:	**Carry Back 6 State**	
Field Name:	**FORD, WEST (WOLFCAMP)**	

County: Culberson

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF110343	0.12500000	06/17/2014	5 years	2,722.500000	677.000000	0.06250000

Private Acres:	677.000000
State Acres:	677.000000
Total Unit Acres:	1354.000000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	50.00%
State Net Revenue Interest:	6.25%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Working File Number: UPA170218

REMARKS:

- Cimarex Energy Co. is requesting permanent oil and gas pooling from the Surface to the base of the Cisco Canyon formation as seen on the Dark Star 21 Unit # 1H well log (API 42-109-32352).
- The applicant plans to spud the unit well in November 2018 with a proposed total depth of 15,000 feet MD. A 10,000 foot lateral is expected to be drilled.
- With Board approval of the unit the State's unit royalty participation will be 6.25%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of 3 unit wells. The first well will be spud by or before November 30, 2018 and the two remaining wells will be spud by or before November 30, 2021 or the unit will reduce in size to 451 acres per unit well drilled.
- The existing J & S Armstrong State 60-2-6 well # 1H (API 42-109-32383) will be excluded from this unit.

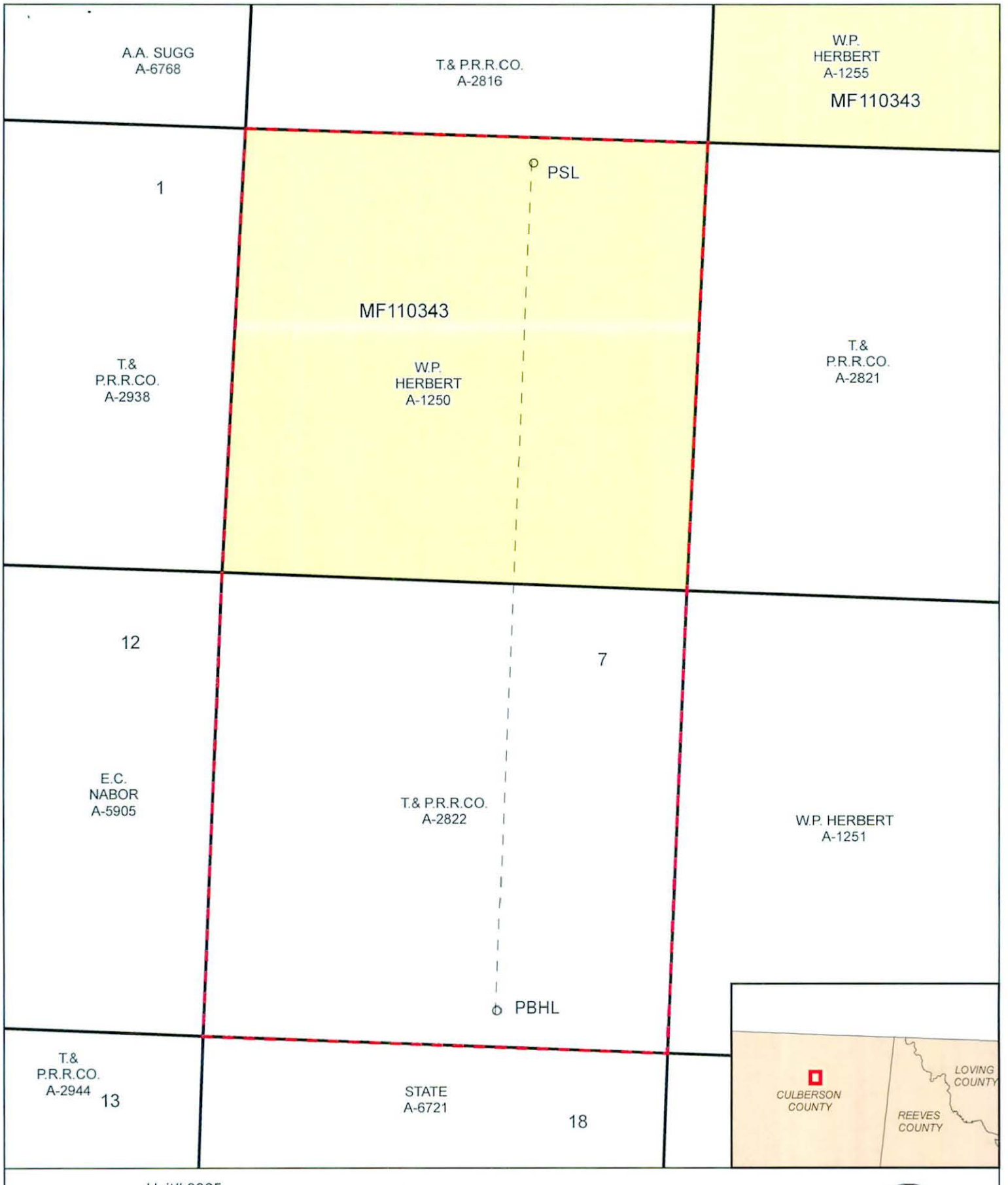
POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.

Mary Smith - Office of the Attorney General — Date: 1/4/18

Robert Hatter - General Land Office — Date: 1/04/18

Diane Morris - Office of the Governor — Date: 1/4/2018



Unit# 8865
Cimarex Energy Corporation
Cary Back 6 State Unit
Ford, West (Wolfcamp) Field
Culberson County, Texas

1,500 750 0 1,500 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Generated by:
Mark Conway
Enterprise Technology Solutions/GIS
January 2018

POOLING AGREEMENT
CIMAREX ENERGY CO.
CARRY BACK 6 STATE UNIT 1H
GLO UNIT NO. 8865
CULBERSON COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Cimarex Energy Co. herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas interests, which are included within the pooled unit, are listed on the attached Exhibit "A", to which interests and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C". The unit description is subject to the provisions of Addendum "A".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface of the earth to the stratigraphic equivalent of the base of the Cisco Canyon Formation, which is seen at a measured depth of 11,580 feet on the Halliburton Density Dual Spaced Neutron log dated December 12, 2010, of the Dark Star 21 Unit #1H Well, API No. 42-109-32352 ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit, including but not limited to the interests described above, into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease or other agreement without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease or other agreement, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than the number of acres included in the pooled unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

(j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

EFFECTIVE DATE: 7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of February 6, 2018.

TERM: 8.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

SPECIAL TERMS AND CONDITIONS: 9.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A". Additionally, the J & S Armstrong State 60-2-6 well #1H, API No. 42-109-32383 is excluded from the terms of this Agreement and not considered part of this pooled unit.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Culberson County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

SUBJECT TO EXPLORATION AGREEMENT: 14.

This Pooling Agreement is subject to that certain Unit Agreement for the Development and Operation of the Armstrong - State Unit dated effective January 1, 2014, by and between the State of Texas, Cimarex Energy Co., Prize Energy Resources, Inc. and Chevron USA, Inc., recorded at Volume 112, Page 705 of the Oil and Gas Records of Culberson County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 10/10/18

STATE OF TEXAS

By: _____
George P. Bush, Commissioner
General Land Office

Legal
Content
Geology
Executive

Date Executed _____

CIMAREX ENERGY CO.

By: _____
Roger Alexander
Its: Attorney In Fact

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on February 6, 2018, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 4th day of October, 2018.

Stephanie Crenshaw

Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on February 19, 2018, by Roger Alexander, as Attorney In Fact of Cimarex Energy Co. a Delaware corporation on behalf of said corporation.

KAIMI BROWNLEE
Notary Public, State of Texas
Comm. Expires 03-26-2019
Notary ID 126052368

Kaimi Brownlee

Notary Public in and for the State of Texas

CHEVRON U.S.A. INC.

Nick Brock
By: Nick Brock
Its: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF Midland

The foregoing instrument was acknowledged before me this 31st day of August, 2018, by Nick Brock, Attorney-in-Fact for **Chevron U.S.A. Inc.**, a Pennsylvania corporation, on behalf of said corporation.

Donna Braden
Notary Public in and for the State of Texas

DONNA BRADEN
NOTARY PUBLIC - STATE OF TEXAS
ID# 3132158
COMM. EXP. 08-17-2021

Addendum "A"

To that certain Pooling Agreement for the Carry Back 6 State Unit 1H

The parties hereby agree that should a conflict exist between this Addendum and the body of the agreement that this Addendum shall prevail.

The pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted on the attached Exhibit "C". Lessee agrees to drill a minimum of three (3) horizontal wells in the unit with laterals that extend extensively into both Sections included in the unit, provided however that, should Lessee fail to meet the "Drilling Obligation Timeframe", as specifically defined below, that such unit shall remain in full force and effect as to any and all wells drilled upon the unit acreage, but shall shrink down to allow for a maximum size of 451 acres per well drilled in the unit, as close as is reasonably practicable to the shape of a rectangle surrounding the wells. In the event that Lessee chooses to drill wells ahead of the Drilling Obligation Timeframe detailed below, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Timeframe described below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

First well	–	spud on or before November 30, 2018;
Second and Third well	–	spud on or before November 30, 2021.

Once actual drilling operations have been commenced on a particular well, Lessee shall continue drilling and completion operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar circumstances.

In the event Lessee commences actual drilling operations on all three (3) wells committed to be drilled hereunder and such wells are thereafter completed as wells being capable of producing oil or gas in paying quantities, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape as described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph eight (8) of this Agreement.

End of Addendum "A"

EXHIBIT "A"

Attached to and made a part of that certain Pooling Agreement for the
Carry Back 6 State Unit 1H, GLO Unit No. 8865
(a 1368.0 acre oil and gas unit) – Cimarex Energy Co., Operator

I. OIL AND GAS LEASES SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1. Lease Date: June 17, 2009
   Recording Data: Volume 99, Page 322 of the Oil and Gas Records of Culberson County, TX
   Lessor: State of Texas, acting by and through its agent, John Cole Armstrong and wife, Elizabeth Bass Armstrong
   Lessee: T. Verne Dwyer
   Lands Covered: All of Section 6, Block 60, Township 2, T&P RR Co. Survey, Culberson County, Texas, in addition to other lands not covered by this Pooling Agreement

2. Lease Date: August 15, 2010
   Recording Data: Volume 102, Page 913 of the Oil and Gas Records of Culberson County, TX
   Lessor: Chevron U.S.A. Inc.
   Lessee: Devon Energy Production Company, L.P.
   Lands Covered: All of Section 7, Block 60, Township 2, T&P RR Co. Survey, Culberson County, Texas, in addition to other lands not covered by this Pooling Agreement

II. THE INTERESTS IN THE MINERAL ESTATE SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1. The W/2 of Section 7, Block 60-T2, T&P RR Co. Survey, Culberson County, Texas, owned by Chevron U.S.A. Inc.

2. The E/2 of Section 7, Block 60-T2, T&P RR Co. Survey, Culberson County, Texas, owned by Chevron U.S.A. Inc.

III. THE NON-PARTICIPATING ROYALTY INTEREST SUBJECT TO THIS DECLARATION INCLUDE, BUT ARE NOT LIMITED TO:

1. The E/2 of Section 7, Block 60-T2, T&P RR Co. Survey, Culberson County, Texas, owned by Chevron U.S.A. Inc.

EXHIBIT "B"

Attached to and made a part of that certain Pooling Agreement for the
Carry Back 6 State Unit 1H, GLO Unit No. 8865
(a 1368.0 acre oil and gas unit) – Cimarex Energy Co., Operator

Description of Lands

Tract 1: All of Section 6, Block 60-T2, T&P RR Co. Survey, Culberson County, Texas, containing 684.0 gross acres, more or less

Tract 2: The W/2 of Section 7, Block 60-T2, T&P RR Co. Survey, Culberson County, Texas, containing 342.0 gross acres, more or less

Tract 3: The E/2 of Section 7, Block 60-T2, T&P RR Co. Survey, Culberson County, Texas, containing 342.0 gross acres, more or less

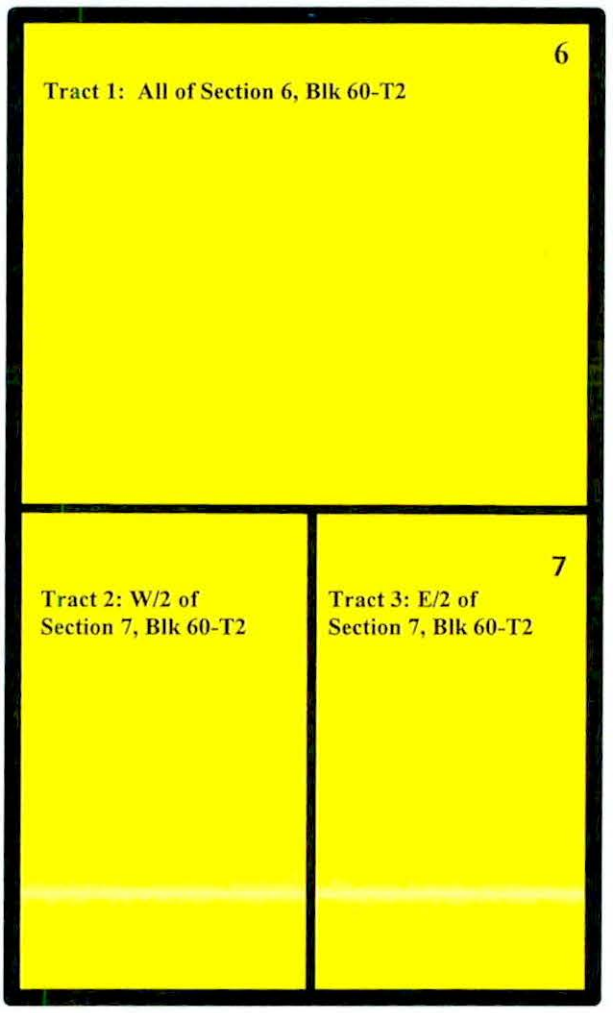
Depth Limitation

Limited in depth from the surface of the earth to the stratigraphic equivalent of the base of the Cisco Canyon Formation. The base of the Cisco Canyon Formation is defined as the stratigraphic equivalent of 11,580 feet Measured Depth, as seen in Cimarex Energy Co.'s Dark Star 21 Unit #1H Well, located in Section 21, Block 59-T1, T&P RR Co. Survey, Culberson County, Texas; API #42-109-32352; Halliburton Spectral Density Dual Spaced Neutron Log dated 12 December 2010.

EXHIBIT "C"

Attached to and made a part of that certain Pooling Agreement for the
Carry Back 6 State Unit 1H, GLO Unit No. 8865
(a 1368.0 acre oil and gas unit) – Cimarex Energy Co., Operator

Carry Back 6 State Unit
located in Section 6, Block 60-T2 and
Section 7, Block 60-T2, T&P RR Co. Survey,
Culberson County, Texas



(36)

File No. M-1103473

Pooling Agrmt. Packet # 8865

County Carry Back 6 State Unit 1H

Date Filed: 10/15/18

George P. Bush, Commissioner

By

8-24-18

Unit 8865
MF110343

DIVISION ORDER
USER: PBYN
Date: 08/21/2018
Effective Date: 04/01/2018
Property: 073199
Owner: 8040628

To **Chevron U.S.A. Inc.**
PO Box 4538
Houston, TX 77210-4538

The undersigned severally and not jointly certifies it is the legal owner of the interest in all the oil, gas and related liquid hydrocarbons produced from the property described on Exhibit A attached hereto. Until further written notice, Chevron U.S.A. Inc. is hereby authorized to receive and purchase the oil or gas belonging to the undersigned and to account to the undersigned for their interest.

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("owner") who executes this agreement:

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

Signature of Interest Owner	Social Security/ Tax I.D. No.	Address

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

8.24.18

EXHIBIT A

BA NUMBER: 8040628
NAME: STATE OF TEXAS COMMISSIONER
OF GENERAL LAND OFFICE
1700 N CONGRESS AVE
OIL ROYALTY - UNV LANDS ACCTING
AUSTIN TX 78701-1436
TAX ID:

DATE: 08/21/2018 15:17:17
PAGE: 1

DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	TYPE INTEREST	PRODUCT CODE	UNIT INTEREST
73199	1	1.00000000	0.01250000	ROYALTY INTEREST	Oil, Condensates	0.01250000

PROPERTY NAME: CARRY BACK 6 STATE UNIT
PROPERTY TRACT DESCRIPTION: ALL OF SECTIONS 6 AND 7, BLOCK 60, T2, T&P RR CO SURVEY, CULBERSON COUNTY, TX
COUNTY OR PARISH: CULBERSON
STATE: TEXAS

DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	TYPE INTEREST	PRODUCT CODE	UNIT INTEREST
73199	2	1.00000000	0.01250000	ROYALTY INTEREST	Gas/NGL'S	0.01250000

PROPERTY NAME: CARRY BACK 6 STATE UNIT
PROPERTY TRACT DESCRIPTION: ALL OF SECTIONS 6 AND 7, BLOCK 60, T2, T&P RR CO SURVEY, CULBERSON COUNTY, TX
COUNTY OR PARISH: CULBERSON
STATE: TEXAS

DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	TYPE INTEREST	PRODUCT CODE	UNIT INTEREST
73199	100	1.00000000	0.01250000	ROYALTY INTEREST	Oil, Condensates	0.01250000

PROPERTY NAME: CARRY BACK 6 STATE UNIT
PROPERTY TRACT DESCRIPTION: ALL OF SECTIONS 6 AND 7, BLOCK 60, T2, T&P RR CO SURVEY, CULBERSON COUNTY, TX
COUNTY OR PARISH: CULBERSON
STATE: TEXAS

8·24·18

Land Department
Chevron U.S.A. Inc.
Chevron North America
Exploration and Production
Company
PO Box 4538
Houston, TX 77210-4538
Phone
Fax 866-819-1448
landadmin@chevron.com

08/21/2018

STATE OF TEXAS COMMISSIONER
OF GENERAL LAND OFFICE
1700 N CONGRESS AVE
OIL ROYALTY - UNV LANDS ACCTING
AUSTIN TX 78701-1436

Dear Interest Owner,

Please find enclosed a Division Order, in duplicate, for your share of the production proceeds that will be distributed by Chevron U.S.A. Inc. (Chevron) on the identified property(ies). Please review the Division Order, confirm the information is current and correct, and sign and return one copy to Chevron using the enclosed prepaid envelope. The duplicate form should be retained for your records.

If your address on the Division Order is not correct please provide updated information and initial the change. If your name has changed or if you no longer own the interest, please update and initial the Division Order and provide Chevron the documentation to support your name change or change in ownership.

In compliance with Internal Revenue Service regulations, payments made to owners for whom we have not been provided a tax identification number will be subject to a 24% backup withholding. To avoid this withholding please complete and return the enclosed IRS W-9 form.

Chevron offers an Electronic Funds Transfer (EFT) payment option which allows funds to be transferred directly to your U.S. financial institution (bank, credit union, etc.) and eliminates the need for you to cash or deposit a printed check. If you would like to receive payment via EFT, please complete and return the enclosed authorization form. It should be noted that funds remitted by EFT are quite often available to you a day or two sooner than when you would receive a paper check and also reduces the risk of your payment being delayed or lost in the mail.

Finally, unless otherwise instructed, Chevron will distribute payment to you when your production proceeds reach a minimum of one hundred dollars ($100.00). If after 6 months your total accumulated proceeds are less than $100.00, a semiannual payment will be made regardless of the amount. Semiannual payments are made in January and July of each year.

If you have questions, please do not hesitate to contact me.

Sincerely,

Land Ownership
Enclosure

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

8-24-18

Chevron

Privacy Notice

As part of your business relationship with Chevron U.S.A. Inc., and its subsidiaries and affiliates ("Chevron"), Chevron may collect and use certain personal data relating to you, including among other data: name, address, phone numbers, social security or tax ID number, e-mail, and financial information including bank account number.

This information is used for business purposes and account management, which includes: performing exploration, production, and operations related to the property or interest that you own or properties or interests that have been pooled or unitized with the property or interest that you own; transporting, processing, purchasing, selling and marketing oil, gas and other minerals and products; performing payment and billing processes; confirming title and ownership for various purposes, including the acquisition or divestiture of properties and interests; handling tax reporting; performing administrative, record-keeping and maintenance matters; communication and contact with owners and partners; managing claims resolution, litigation and discovery; and complying with laws, rules, regulations and court orders. The examples mentioned in this notice are for illustration only. They are not all-inclusive and Chevron may also use or disclose the information for any other purpose required or permitted by law.

Chevron may disclose personal data about you to agents and contractors that provide services to Chevron, as appropriate and necessary for business operations. Chevron may also disclose personal data about you to other companies in connection with the operations of Chevron businesses or business transactions or to governmental authorities pursuant to lawful requests.

Personal data relating to you may be transferred to other Chevron entities, including outside of your home country, including the United States, for processing consistent with the purposes described above.

Consistent with applicable law, you have a right to review and, if factually inaccurate, correct personal data relating to you. To review personal data relating to you, please put your request in writing, provide evidence of your ownership, such as last four digits of SS#, BA # if applicable, recent check number and/or lease number, and identify specific information you want to verify. Your request should be mailed to Chevron Royalty Disbursements, PO Box 4791, Houston, TX 77210-4791. For additional information or questions, please contact Chevron's Royalty Disbursement Help Line at 1-866-212-1212 or Landadmin@chevron.com.

Royalty Disbursements
FSS – Houston Royalty Disbursements Group
Chevron Services Company A Division of Chevron U.S.A. Inc.
P.O. Box 4791, Houston, TX 77210-4791
Tel 1-866-212-1212
landadmin@chevron.com

Chevron U.S.A. Inc.

AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT OF REVENUE/ROYALTIES

Prior to submitting the completed form, please verify with your financial institution that it can accept EFT payments. In addition, please also provide a voided check to ensure accuracy. If the form is executed by a representative, please provide the documentation providing authority.

The undersigned (hereinafter called "Owner") represents that it owns an oil, gas and/or mineral interest leased and/or operated by Chevron U.S.A. Inc. (hereinafter called Chevron) or its subsidiaries. Owner now authorizes Chevron to make future payments due and owing Owner for its mineral interest under the owner number shown below by Electronic Funds Transfer (EFT). Owner further authorizes Chevron to make such payments in accord with the information shown below. Owner agrees that all affected agreements between Owner and Chevron will be amended to allow EFT payments.

Owner agrees to give Chevron thirty (30) days advanced written notice of any change in the payment instructions shown below. Owner agrees that Chevron will not be liable for any interest or other claim arising as the result of Owner's failure to give such notice. Further, Owner hereby releases and agrees to indemnify and hold Chevron harmless for any loss, claim, damage or interest incurred as the result of Owner's depository institution's failure to properly or promptly post any such EFT. When properly executed, this authorization will become effective thirty (30) days after it is received by Chevron.

CHEVRON ACCOUNT INFORMATION

OWNER NAME ON CHEVRON ACCOUNT

OWNER NUMBER

SOCIAL SECURITY/TAX ID NUMBER

TELEPHONE NUMBER

MAILING ADDRESS

CITY STATE ZIP CODE

NEW ADDRESS? YES NO

E-MAIL ADDRESS

BANK ACCOUNT INFORMATION

NAME ON BANK ACCOUNT

DEPOSITORY INSITUTION

BANK ACCOUNT NUMBER

ROUTING NUMBER (9 DIGITS)

ACCOUNT TYPE (SAVINGS OR CHECKING)

AUTHORIZATION INFORMATION

SIGNATURE OF OWNER OR REPRESENTATIVE

DATE

TITLE (IF APPLICABLE)

Mail To: Chevron U.S.A. Inc.
P.O. Box 4538
Houston, Texas 77210

Fax To: 1-866-819-1448

Chevron

Dear Interest Owner:

Chevron U.S.A. Inc. (hereinafter called Chevron), or its subsidiaries, continues to offer you the option of having your royalty and/or working interest payments made to you using Electronic Funds Transfer (EFT). Transmitting your payment via an Electronic Funds Transfer is part of our ongoing commitment to pay you promptly and conveniently.

EFT payment allows funds to be transferred directly to your financial institution (bank, credit union or savings and loan) without the need for you to cash or deposit a printed check. Chevron will continue to mail you a printed statement showing the detail information currently supplied on your check stub.

To begin using EFT, please complete these three easy steps:

1. COMPLETE THE ATTACHED FORM.
This form allows Chevron to make EFT payments to your account.

2. ATTACH A VOIDED CHECK TO THE FORM.
The voided check enables us to ensure the banking institution's name and bank routing information is properly attributed to your account.

3. VERIFY WITH YOUR FINANCIAL INSTITUTION THAT IT CAN ACCEPT EFT PAYMENTS.
Please verify this before returning the authorization form.

We encourage you to begin using EFT and thank you in advance for your consideration. Please let us know if any additional information is required.

Royalty Disbursements

Royalty Disbursements
FSS – Houston Royalty Disbursements Group
Chevron Services Company A Division of Chevron U.S.A. Inc.
P.O. Box 4791 Houston, TX 77210-4791
Tel 1-866-212-1212
landadmin@chevron.com

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 7, 2018

Kelly Sandoval
Division Order Analyst
Chevron U.S.A., Inc.
P.O. Box 4538
Houston, TX 77210-4538

Re: State Lease No. MF110343 Carry Back 6 State Unit 8865

Dear Ms. Sandoval:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF110343

Culberson County

Division Order

Date Filed: 11-8-18

George P. Bush, Commissioner

By VB

CIMAREX

MFIID343 Unit 8865

NADOA Model Form Division Order (Adopted 9/95)

PRIZE ENERGY RESOURCES INC
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 08/27/2018

Effective Date: 07/01/2017

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: CARRY BACK 6 STATE A 1H - ENT- TIK

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06250000

Property Description
Property: 429971-268.01 CARRY BACK 6 STATE A 1H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US
SECTION: 6,BLK 60-T2,CULBERSON COUNTY

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
PRIZE ENERGY RESOURCES INC

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

KEEP THIS COPY

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 14, 2018

Jeanine Hale-Hill
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103-3001

Re: State Lease No. MF110343 Carry Back 6 State A 1H Unit 8865

Dear Mrs. Hale-Hill:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF110343

Division Order

Date Filed: 11-14-18

George P. Bush, Commissioner

By VB

CIMAREX

MF110343 Unit 7508 NADOA Model Form Division Order (Adopted 9/95)

PRIZE ENERGY RESOURCES INC
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 11/16/2018

Effective Date: 10/01/2018

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: KINGMAN 45 STATE UNIT 3H - ENT

Complete Property Description Listed Below 109-33284

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06225620

Property Description
Property: 429971-282.01 KINGMAN 45 STATE UNIT 3H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR CO 2817Block: 60Lot: Sec: 45
ALSO INCLUDES SECTION 40

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

PRIZE ENERGY RESOURCES INC

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

KEEP THIS COPY

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

CIMAREX

NADOA Model Form Division Order (Adopted 9/95)

PRIZE ENERGY RESOURCES INC
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 11/16/2018

Effective Date: 10/01/2018

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: KINGMAN 45 STATE UNIT 4H - ENT

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06225620

Property Description
Property: 429971-283.01 KINGMAN 45 STATE UNIT 4H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US
SECTION: 45 & 40,BLK 60-T1 - CULBERSON
COUNTY, TEXAS.

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
PRIZE ENERGY RESOURCES INC
Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

KEEP THIS COPY

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TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 13, 2019

Jeanine Hale-Hill
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103-3001

Re: State Lease No. MF110343 Kingman 45 State 3H and 4H Unit 7508

Dear Mrs. Hale-Hill:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF110343

Culberson County

Division Order

Date Filed: 2-15-19

George P. Bush, Commissioner

By VB

CIMAREX

Unit 8383 MF112343

NADOA Model Form Division Order (Adopted 9/95)

PRIZE ENERGY RESOURCES INC
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/16/2019

Effective Date: 09/01/2018

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: AMERICAN PHAROAH 43 ST UT 2H-ENT

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06222507

Property Description
Property: 429971-314.01 AMERICAN PHAROAH 43 STATE UNIT
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR CO T&P RRBlock: 60-TLot: Sec: 4
SECTION: 43,BLOCK 60-T,T&P RR CO SURVEY
CULBERSON COUNTY TEXAS

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

PRIZE ENERGY RESOURCES INC

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

KEEP THIS COPY

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CIMAREX

NADOA Model Form Division Order (Adopted 9/95)

PRIZE ENERGY RESOURCES INC
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/16/2019

Effective Date: 09/01/2018

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: AMERICAN PHAROAH 43 ST UT 2H-SKIM

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06222507

Property Description
Property: 429971-314.01 AMERICAN PHAROAH 43 STATE UNIT
Operator: CIMAREX ENERGY CO Location: Culberson,TX

Map Reference Information
Culberson, TX US Survey: T&P RR CO T&P RRBlock: 60-TLot: Sec: 4
SECTION: 43,BLOCK 60-T,T&P RR CO SURVEY
CULBERSON COUNTY TEXAS

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

PRIZE ENERGY RESOURCES INC

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

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Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

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In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

KEEP THIS COPY

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TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

April 16, 2019

Jeanine Hale-Hill
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103-3001

Re: State Lease No. MF110343 American Pharoah 43 State Unit 8383

Dear Mrs. Hale-Hill:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF110343

Culberson County

Division Order

Date Filed: 4-17-19

George P. Bush, Commissioner

By VB

CIMAREX

Unit 8383
MFID343

NADOA Model Form Division Order (Adopted 9/95)

PRIZE ENERGY RESOURCES INC
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 12/12/2019

Effective Date: 12/01/2019

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: AMERICAN PHAROAH 43 ST UT 3H - ENT
Complete Property Description Listed Below
Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06222507 ✓

Property Description
Property: 429971-343.01 AMERICAN PHAROAH 43 STATE UNIT
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Block: 60 Section: 43 Qtr/Qtr: Surv. Ft/Dir: 0 Surv. Ft/Dir: 0
Section 43, Block 60 T-1, T&P RR Co Survey

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

PRIZE ENERGY RESOURCES INC

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

KEEP THIS COPY

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 26, 2020

Jeanine Hale-Hill
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103-3001

Re: State Lease No. MF110343 American Pharoah 43 State 3H Unit 8383

Dear Mrs. Hale-Hill:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF110343

Culberson County

DIVISION ORDER

Date Filed: 2/28/2020

George P. Bush, Commissioner

By VB

CIMAREX

Unit 8865 MF 110343

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/13/2020

Effective Date: 07/01/2019

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: CARRY BACK 6 STATE B 2H-ENT-RI-TIK

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06250000

Property Description
Property: 429971-334.01 CARRY BACK 6 STATE B 2H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR Co. Svy. T-2 -Block: 60Lot: Sec: 6
Section 6, Block 60 T2, T&P RR Co Survey

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

KEEP THIS COPY

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

CIMAREX

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/13/2020

Effective Date: 11/01/2019

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: CARRY BACK 6 STATE C 3H-ENT-RI-TIK

Complete Property Description Listed Below 109-33460

Production: ___X Oil ___X Gas ____ Other: _____

Owner

COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06250000

Property Description

Property: 429971-335.01 CARRY BACK 6 STATE C 3H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR Co. Svy. T-2 -Block: 60Lot: Sec: 6
Section 6, Block 60 T2, T&P RR Co Survey

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

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In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

KEEP THIS COPY

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

DRAFT

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CIMAREX

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/13/2020

Effective Date: 11/01/2019

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: CARRY BACK 6 STATE D 4H-ENT-RI-TIK

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06250000

Property Description
Property: 429971-336.01 CARRY BACK 6 STATE D 4H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR Co. Svy. T-2 -Block: 60Lot: Sec: 6
Section 6, Block 60 T2, T&P RR Co Survey

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

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In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

KEEP THIS COPY

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

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CIMAREX

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/13/2020

Effective Date: 10/01/2019

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: CARRY BACK 6 STATE E 5H-ENT-RI-TIK

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06250000

Property Description
Property: 429971-337.01 CARRY BACK 6 STATE E 5H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR Co. Svy. T-2 -Block: 60Lot: Sec: 6
Section 6, Block 60 T2, T&P RR Co Survey

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

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In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

KEEP THIS COPY

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CIMAREX

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/13/2020

Effective Date: 11/01/2019

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: CARRY BACK 6 STATE F 6H-ENT-RI-TIK

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06250000

Property Description
Property: 429971-338.01 CARRY BACK 6 STATE F 6H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR Co. Svy. T-2 -Block: 60Lot: Sec: 6
Section 6, Block 60 T2, T&P RR Co Survey

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

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Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

KEEP THIS COPY

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

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CIMAREX

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/13/2020

Effective Date: 11/01/2019

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: CARRY BACK 6 STATE G 7H-ENT-RI-TIK

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06250000

Property Description
Property: 429971-339.01 CARRY BACK 6 STATE G 7H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR Co. Svy. T-2 -Block: 60Lot: Sec: 6
Section 6, Block 60 T2, T&P RR Co Survey

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

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In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

KEEP THIS COPY

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

CIMAREX

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 01/13/2020

Effective Date: 11/01/2019

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: CARRY BACK 6 STATE H 8H-ENT-RI-TIK

Complete Property Description Listed Below

Production: ___X Oil ___X Gas ____ Other: _____

Owner
COMMISSIONER OF THE GENERAL
Owner Number: 030618
Interest Type: STATE OF TEXAS ROYALTY Interest Type Code: STA1
Decimal Interest: 0.06250000

Property Description
Property: 429971-340.01 CARRY BACK 6 STATE H 8H
Operator: CIMAREX ENERGY CO Location: Culberson,TX
Map Reference Information
Culberson, TX US Survey: T&P RR Co. Svy. T-2 -Block: 60Lot: Sec: 6
Section 6, Block 60 T2, T&P RR Co Survey

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x_____ x_____

Owner(s) Tax I.D. Number(s): _____ _____

Owner(s) Daytime Phone #: _____ _____

KEEP THIS COPY

Owner(s) FAX Number: _____ _____

Owner(s) Email Address: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

CIMAREX

INSTRUCTIONS TO ALL INTEREST OWNERS

Read Carefully Before Signing the Instrument

SIGNATURE:	Individuals: Sign name as shown in the instrument. Corporations: If signing for a corporation, please provide the name and title of the signatory party.
SIGNATURE BY SECOND PARTY:	If the instrument is signed by agent, attorney-in-fact, guardian, estate representative, trustee or any other party other than the named interest owner, we must have evidence of the rights vested in the signatory party.
MORTGAGE STIPULATION	If your interest is subject to a mortgage(s), please have the mortgagee(s) execute the document in the space(s) provided below your signature. If the mortgage(s) has been released, please provide us with a copy of the RECORDED release(s).
MAILING ADDRESS:	If the checks should be mailed to a different address than shown with your name, please insert the address change. Print or type. Do not abbreviate. If you are already receiving checks from this company, be sure to use the same address to which we are now mailing checks.
PAYMENT POLICY:	Payments are made upon accrual of $100.00, or when proceeds for six (6) months have accumulated. An owner has the option of requesting to be paid monthly for proceeds totaling $25.00. Should you require payments on the optional basis, please send us your written request.
PROPERTY NUMBER:	On the left portion of the instrument you will find the number assigned to this well. This number will appear on the statement attached to your check and should always be used when corresponding with this company.
CHANGE OF ADDRESS:	You should notify us promptly of any change in mailing address. This notice must be over your own signature, or the signature of your appointed agent. Always include your Owner Number (which will appear on your check from this company) and your old address, then state your new address with zip code.

THIS INSTRUMENT SHOULD NOT BE ALTERED IN any WAY UNLESS ACCOMPANIED BY DOCUMENTARY EVIDENCE TO SUPPORT THE CHANGE. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY DELAY PAYMENT. RETURN THE EXECUTED INSTRUMENT TO THE ADDRESS BELOW. KEEP ONE (1) COPY FOR YOUR RECORDS.

IRS W-9 FORM: FEDERAL LAW REQUIRES YOU TO FURNISH YOUR SOCIAL SECURITY NUMBER. IN ADDITION TO INSERTING IT ON THE ENCLOSED DIVISION ORDER YOU MUST ALSO COMPLETE AND SIGN THE ENCLOSED IRS W-9 FORM AND RETURN IT WITH THE EXECUTED DIVISION ORDER.

Should you have any questions, please contact Jeanine Hill at 918-560-7076 or jhale-hill@cimarex.com.

CIMAREX ENERGY CO.
DIVISION ORDER DEPARTMENT
202 SOUTH CHEYENNE AVE, SUITE 1000
TULSA, OK 74103-3001
ATTENTION: Jeanine Hill
(918) 560-7076 -- Phone
(918) 295-1896 -- Fax
E-Mail: JHale-Hill@cimarex.com

12-31-1

REVENUE INTEREST OWNER
COMMON QUESTIONS AND ANSWERS

- Revenue check schedule

  Revenue checks are issued monthly on the 15th. If the amount of revenue due is less than $100.00, payment is withheld until the amount due equals or exceeds $100.00, subject to state regulations. All checks less than $100.00 are issued in December on an annual basis.

- Check not on schedule

  If payment is delayed more than 10 days, you should contact us to see if a check was issued.

- Check Lost, stolen or outdated

  Immediately notify us in writing of lost or stolen checks so we may issue a replacement check. If the check is stale dated, return it to us without defacing it so a replacement may be issued.

- Determine interest value

  The evaluation or appraisal of interest requires geologic or engineering review and judgement. Therefore, we do not attempt such evaluations for interest owners. An appraisal can be obtained by contacting the services of an independent geologist, petroleum engineer or royalty broker. Revenue resulting from sales from the property is an important factor in evaluating royalty interests. Your check stubs or detail statements provide payment history for this analysis.

- Requirements if Sell interest

  Because the sale of a royalty interest usually represents a real property transaction, we will need a certified copy of the deed recorded in the county where the property is located. For additional information about our requirements, please contact our Division Order Department.

- Requirements for Death of Owner

  When an interest owner dies, an authorized representative or relative of the deceased must immediately notify the Division Order Department in writing. The deceased owner's name and owner number must appear in the notification as they appear on the revenue checks. State requirements differ, but generally a Will, Letters Testamentary, and/or other documents issued by the court are required to change royalty ownership records. Cimarex Energy Co does NOT accept Heirship Affidavits.

- Change of Address

  You should notify us of any changes in address. Failure to report changes may delay delivery of your revenue checks and in many cases force us to place the revenue in suspense until we are notified of the change. Reinstatement of payment will resume upon receipt of an authorized address change. For your protection, changes of address must be made in writing. With your notification, please include your owner number, social security or tax identification number, old address and new address, including zip code. Please send your change of address to the attention of the Division Order Department. Form available at https://www.cimarex.com/owner-information/.

7-12-19

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

March 11, 2020

Jeanine Hale-Hill
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103-3001

Re: State Lease No. MF110343 Carry Back 6 State B 2H, C 3H, D 4H, E 5H, F 6H, G 7H and H 8H Unit 8865

Dear Mrs. Hale-Hill:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF110343

Culberson County

DIVISION ORDER

Date Filed: 3/12/2020

George P. Bush, Commissioner

By VB

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

Check Number 0001655086

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21712162015a	12/16/2015	MF110343	1,596.23	0.00	1,596.23

16705290

161

019275	Vendor	Check Date: 12/28/2015	Check Amount	1,596.23

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

January 6, 2016

State of Texas
General Land Office
P.O. Box 12873
Austin, TX 78711

Via Certified Mail Return Receipt # 91 7199 9991 7035 0924 2222

Re: Cimarex Energy Co.
Section 45, Block 60, Township 1
Culberson County, Texas

To Whom It May Concern,

Enclosed herewith is Cimarex Energy Co. check **0001655086** in the amount of One Thousand Five Hundred Ninety Six Dollars and 23/100 **($1,596.23**) as one-half of the surface damage payment for a road associated with the Kingman 45 State Unit 2H well located in the above described lands.
212.83 rods @ $15.00 per rod = $3,192.45/2 = $1,596.23

If you have any questions or concerns, please do not hesitate to contact me at the number below.

Sincerely,

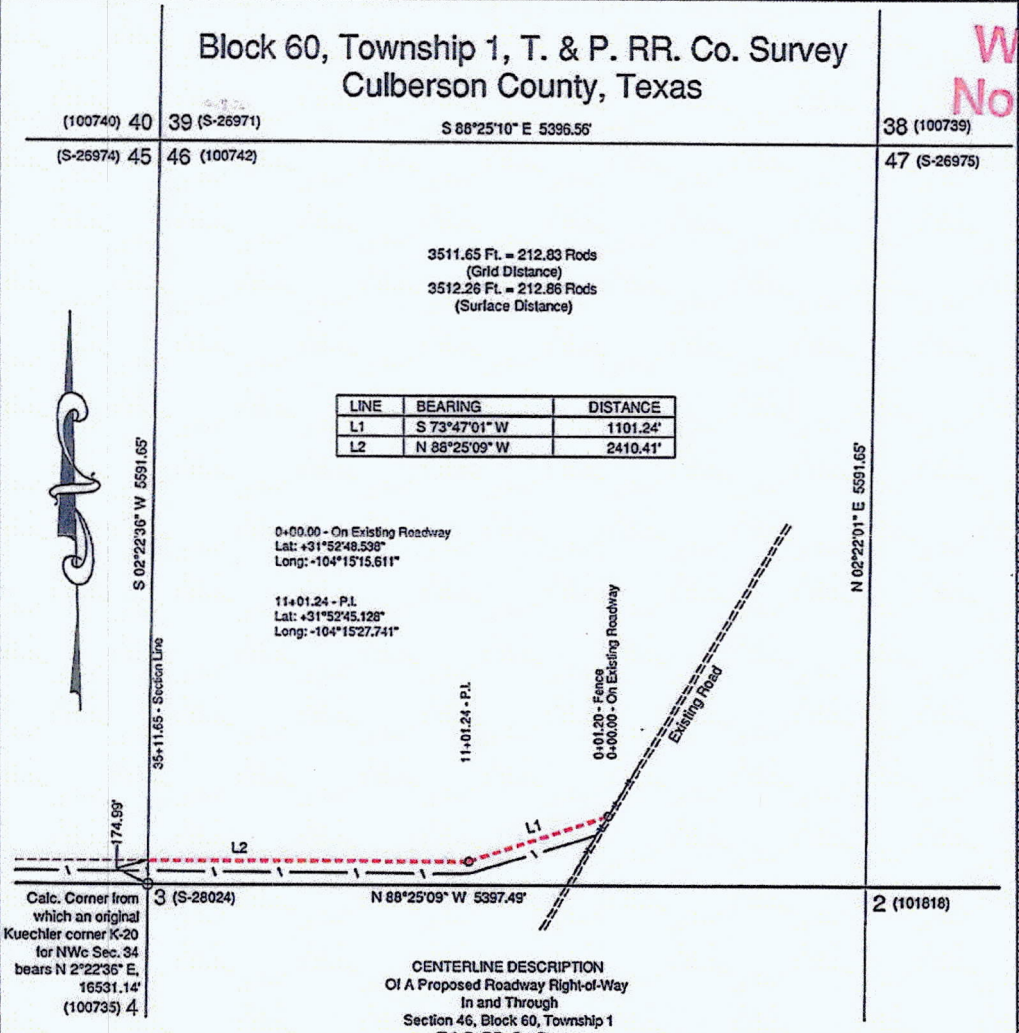
CIMAREX ENERGY CO.

Viviana Bush

Viviana Bush
Land Technician
432.571-7846(direct)
vbush@cimarex.com

WOTUS
No Impact

Block 60, Township 1, T. & P. RR. Co. Survey
Culberson County, Texas



LINE	BEARING	DISTANCE
L1	S 73°47'01" W	1101.24'
L2	N 88°25'09" W	2410.41'

CENTERLINE DESCRIPTION
Of A Proposed Roadway Right-of-Way
In and Through
Section 46, Block 60, Township 1
T & P. RR. Co. Survey
Culberson County, Texas

Beginning at roadway station 0+00.00 on an existing roadway for the beginning of this proposed roadway right-of-way from which a calculated corner for the Southeast corner of Section 46, Block 60, Township 1, T. & P. RR. Co. Survey bears S 73°37'09" E, 2002.55 feet;

Thence S 73°47'01" W, with the centerline of this proposed roadway right-of-way, a distance of 1101.24 feet to roadway station 11+01.24 being a P.I.;

Thence N 88°25'09" W, with the centerline of this proposed roadway right-of-way, a distance of 2410.41 feet to roadway station 35.11.65 being a point in the West line of said Section 46 and the East line of Section 45, Block 60, Township 1, T. & P. RR. Co. Survey for the end of this portion of this proposed roadway right-of-way from which a calculated corner for the Southwest corner of said Section 46 bears S 2°22'36" W, 174.99 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
A combined grid factor of 0.9998257 must be divided into all distances to obtain surface distances.
Latitudes and Longitudes shown are on NAD'27 Datum.
Note: Example: (S-99999) indicates General Land Office file number.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

September 22, 2015
150922M2-JFG

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

Proposed Roadway Survey Plat

CIMAREX ENERGY CO.
Proposed Roadway Survey
In and Through
Section 46, Block 60, Township 1
T. & P. RR. Co. Survey
Culberson County, Texas

Scale: 1" = 1000'

File No. MF110343

Culberson County

Surface Damage Pmt

Date Filed: 6-29-2021

George P. Bush, Commissioner

By VG

J. 8.18

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

Check Number 0001659373

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21712302015F	12/30/2015	MF110343	10,994.05	0.00	10,994.05

16706704

121

019275	Vendor	Check Date: 02/02/2016	Check Amount	10,994.05

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

February 11, 2016

State of Texas
General Land Office
P.O. Box 12873
Austin, Texas 78711

Re: Right of Way Payment
Kingman 45 State Unit 2H
Section 46, Block 60, T1, T&P RR Co. Survey
Culberson County, Texas

To Whom It May Concern

Furnished herewith is Cimarex Energy Co. check number 0001659373 in the sum of $10,994.05 as payment for 337.65 rods of right of way for an 4" steel gas line and 8" poly salt water disposal line based on 50% of the $50.00 per rod payment; and 331.04 rods of right of way for an electric line based on 50% of the $15.00 per rod payment. The other 50% has been paid to the surface owner.

Thank you for your assistance on this matter and please don't hesitate to call me if you should have any questions or comments.

Sincerely,

Bruce M. Anderson

File No. MF11D343

Culberson County

Surface Use Pmt

Date Filed: 6-29-2021

George P. Bush, Commissioner

By VR

5.19.22

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

Check Number 0001746077

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ217033018a	03/30/2018	MF110343	8,627.50	0.00	8,627.50

18710996

191

023492	Vendor	Check Date: 04/19/2018	Check Amount	8,627.50

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

April 27, 2018

State of Texas
1700 N Congress Ave., Suite 840
Austin, Texas 78701-1495
Attn: Surface

Via Certified Mail

Re: 12" SWD Loop Line
Section 46, Block 60, T1
Culberson County, TX

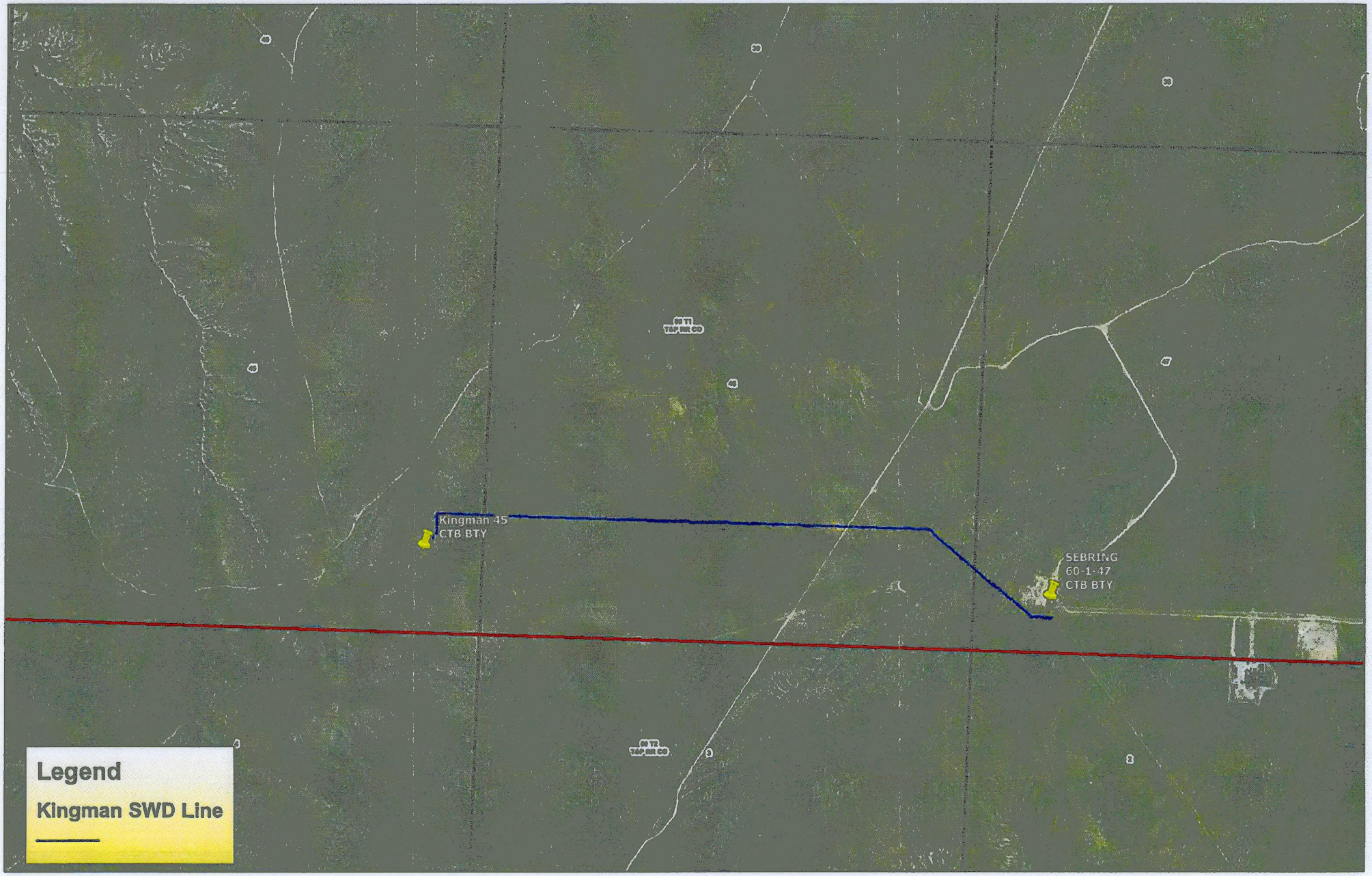
Enclosed is Cimarex Energy Co. check number **0001746077** in the amount of Eight Thousand Six Hundred Twenty Seven Dollars and 50/100 **($8,627.50)** as total payment of 50% interest with the John C. Armstrong for a 12" SWD loop line (340.00 rods x $50.75/rod x 50) associated with the Kingman 45 State Unit 3H & 4H located on the above captioned land.

Please call if you have any questions or concerns. Thank you very much.

Regards,

Tish Maney

CIMAREX ENERGY CO.
Tish Maney
Land Technician


Kingman 45
CTB BTY
SEBRING
60-1-47
CTB BTY
Legend
Kingman SWD Line

File No. MF110343

Culberson County

Surface Damage Pmt

Date Filed: 6-29-2021

George ush, Commissioner

By VR

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

MF110343

(303) 295-3995

Check Number 0001699523

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ217021517b	02/15/2017		1,204.00	0.00	1,204.00

17708860

161

023492	Vendor	Check Date: 02/22/2017	Check Amount	1,204.00

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

February 27, 2017

State of Texas
P.O. Box 12873
Austin, Texas 79711

Certified # 91 7199 9991 7030 2651 9227

Re: Road
Section 6, Block 60, T2
Culberson County, TX

Dear sir/madam,

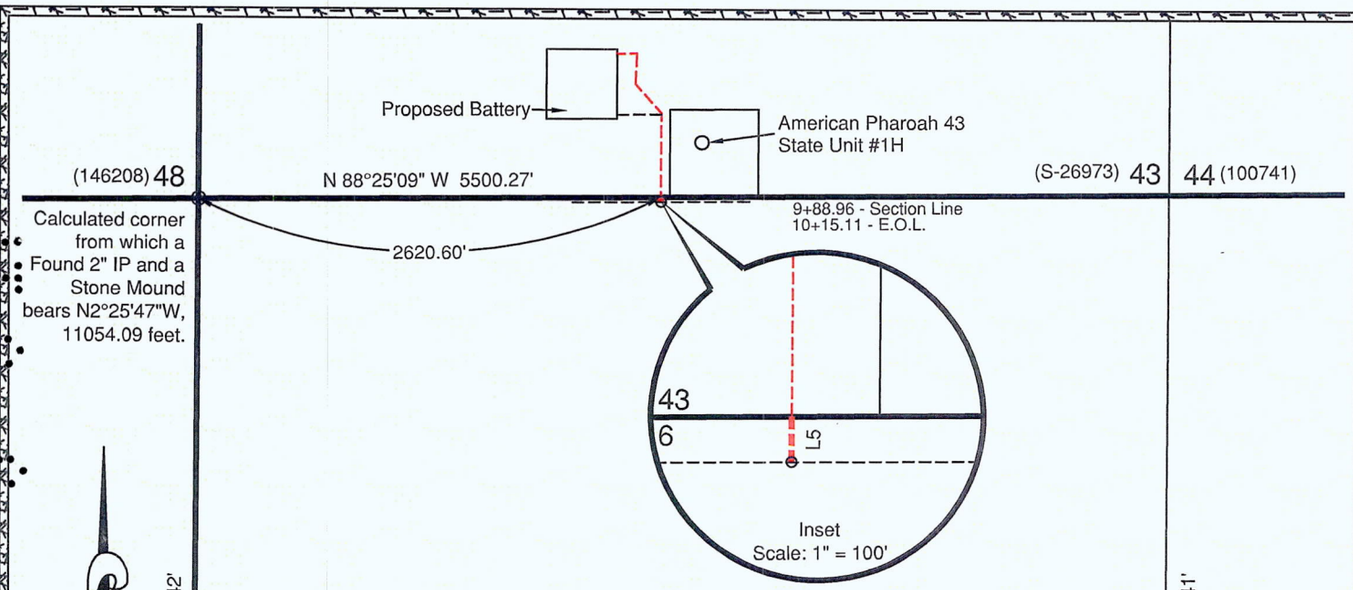
Enclosed is Cimarex Energy Co. check number **0001699523** in the amount of One Thousand Two Hundred Four Dollars and 00/100 **($1,204.00)** as total payment for a road associated with the American Pharaoh 43 State Unit 1H located in the above captioned land.

Please call if you have any questions or concerns. Thank you very much.

Regards,

CIMAREX ENERGY CO.

Tish Maney
Land Technician
432.571.7892 (direct)



LINE	BEARING	DISTANCE
L5	S 02°23'59" W	26.15'

10+15.11 - E.O.L.
Lat: +31°52'41.863"
Long: -104°18'36.211"

26.15 Ft. = 1.58 Rods
(Grid Distance)
26.15 Ft. = 1.59 Rods
(Surface Distance)
Surface Owner:
J&S Hacienda Esperanza, LTD.
Vol. 200, Pg. 801

Block 60, Township 2, T. & P. RR. Co. Survey
Culberson County, Texas

(S-27000) 1 | 6 (100736) | 5 (S-28025)

(134695) 12 | 7 (S-28026) | S 88°25'09" E 5501.19' | 8 (100737)

CENTERLINE DESCRIPTION
Of a Proposed Roadway Right-of-Way
In and Through
Section 6, Block 60, Township 2
T. & P. RR. Co. Survey
Culberson County, Texas

Beginning at roadway station 9+88.96 on an existing roadway for the beginning of this proposed roadway right-of-way from which a calculated corner for the Northwest corner of Section 6, Block 60, Township 2, T. & P. RR. Co. Survey bears N 88°25'09" W, 2620.36 feet.

Thence S 2°23'59" W, with the centerline of this proposed roadway right-of-way, a distance of 26.15 feet to roadway station 10+15.11 being the E.O.L. (End of Line) for this proposed roadway right-of-way from which a calculated corner for the Northwest corner of said Section 6 bears N 87°50'57" W, 2620.60 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'27 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
Note: A combined grid factor of 0.9998343 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Cimarex Energy Co.

USGS Quadrangle Sheet: Castle Hill, Tex.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

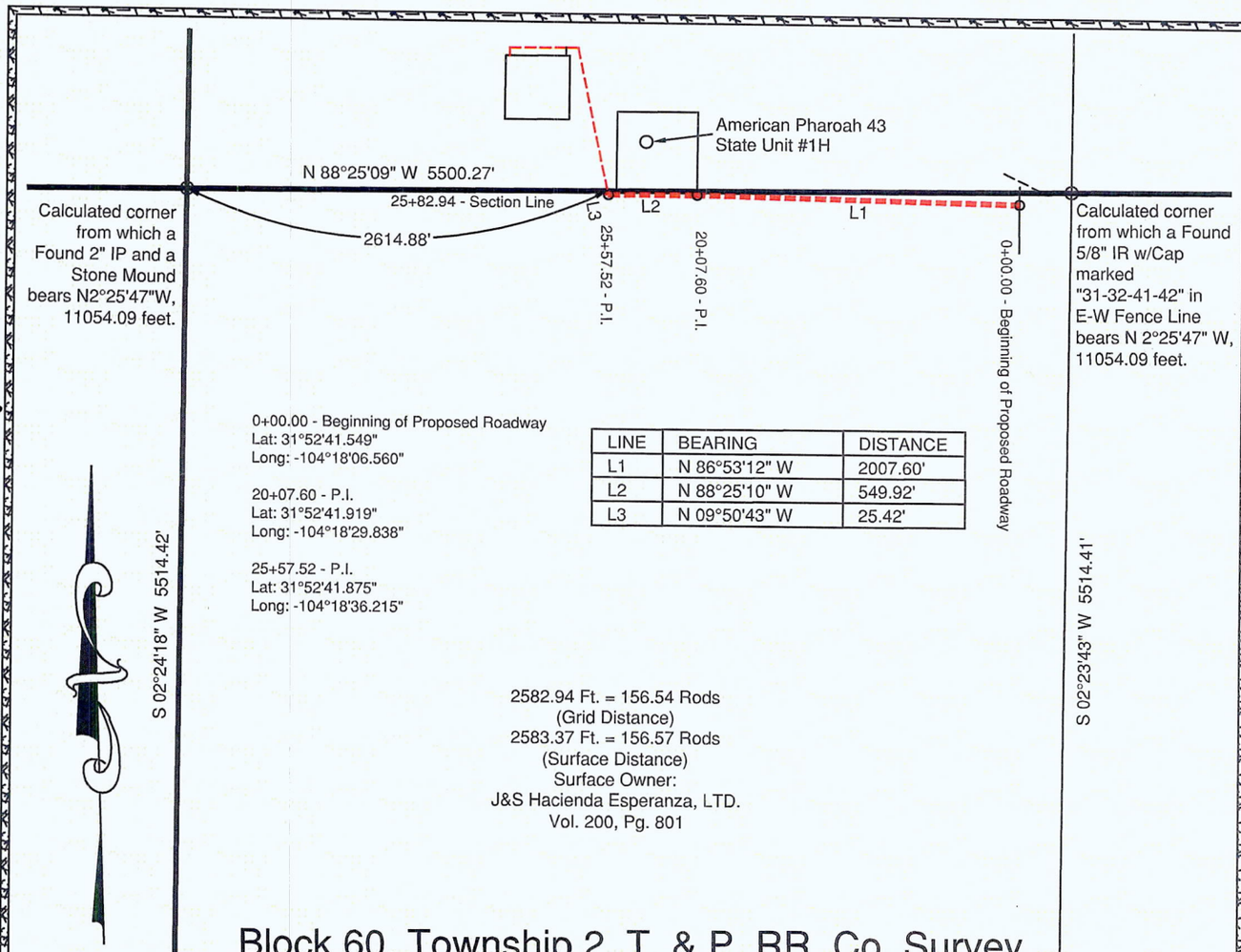
January 23, 2017
170123M2-BLS

Proposed Roadway Survey Plat

CIMAREX ENERGY CO.
Proposed Roadway Survey
In and Through
Section 6, Block 60, Township 2
T. & P. RR. Co. Survey
Culberson County, Texas

Scale: 1" = 1000'

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00



0+00.00 - Beginning of Proposed Roadway
Lat: 31°52'41.549"
Long: -104°18'06.560"

20+07.60 - P.I.
Lat: 31°52'41.919"
Long: -104°18'29.838"

25+57.52 - P.I.
Lat: 31°52'41.875"
Long: -104°18'36.215"

LINE	BEARING	DISTANCE
L1	N 86°53'12" W	2007.60'
L2	N 88°25'10" W	549.92'
L3	N 09°50'43" W	25.42'

2582.94 Ft. = 156.54 Rods
(Grid Distance)
2583.37 Ft. = 156.57 Rods
(Surface Distance)
Surface Owner:
J&S Hacienda Esperanza, LTD.
Vol. 200, Pg. 801

Block 60, Township 2, T. & P. RR. Co. Survey
Culberson County, Texas

(S-27000) 1	6 (100736)		5 (S-28025)
(134695) 12	7 (S-28026)	S 88°25'09" E 5501.19'	8 (100737)

CENTERLINE DESCRIPTION
Of a Proposed Roadway Right-of-Way
In and Through
Section 6, Block 60, Township 2
T. & P. RR. Co. Survey
Culberson County, Texas

Beginning at roadway station 0+00.00 on an existing roadway for the beginning of this proposed roadway right-of-way from which a calculated corner for the Northeast corner of Section 6, Block 60, Township 2, T. & P. RR. Co. Survey bears N 77°55'30" E, 332.97 feet.

Thence N 86°53'12" W, with the centerline of this proposed roadway right-of-way, a distance of 2007.60 feet to roadway station 20+07.60 being a P.I.;

Thence N 88°25'10" W, with the centerline of this proposed roadway right-of-way, a distance of 549.92 feet to roadway station 25+57.52 being a P.I.;

Thence N 9°50'43" W, with the centerline of this proposed roadway right-of-way, a distance of 25.42 feet to roadway station 25+82.94 being the E.O.L. (End of Line) for this portion of this proposed roadway right-of-way and a point in the North line of said Section 6 and a point in the South line of Section 43, Block 60, Township 1, T. & P. RR. Co. Survey for this portion of this proposed roadway right-of-way from which calculated corner for the Northwest corner of said Section 6 bears N 88°25'09" W, 2614.88 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'27 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
Note: A combined grid factor of 0.9998343 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Cimarex Energy Co.

USGS Quadrangle Sheet: Castle Hill, Tex.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

January 4, 2016
170104B2-BLS

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

Proposed Roadway Survey Plat

CIMAREX ENERGY CO.
Proposed Roadway Survey
In and Through
Section 6, Block 60, Township 2
T. & P. RR. Co. Survey
Culberson County, Texas

Scale: 1" = 1000'

File No. MF110343

Culberson County

Surface Damage Pmt

Date Filed: 6-29-2021

George P. Bush, Commissioner

By VR

3. 3.15

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^

Check Number 0001747061

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ217032718b	03/27/2018	MF110343	2,211.31	0.00	2,211.31

18711367

161

023492	Vendor	Check Date: 05/02/2018	Check Amount	2,211.31

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
MAIN 432.571.7800

May 8, 2018

State of Texas
1700 N. Congress Ave., Suite 840
Austin, TX 78701

Via Certified Mail

Re: Surface Damages
Section 6, Block 60, T2
Culberson County, TX

Enclosed is Cimarex Energy Co. check number **0001747050** in the amount of Two Thousand Two Hundred Eleven Dollars and 31/100 **($2,211.31)** as total payment of 50% interest with the John C Armstrong for:

Flowline - (40.71 rods x $25.375/rod)1/2 =		$ 516.51
Gaslift Pipeline – (37.19 rods x $25.375/rod)1/2 =		$ 471.85
High Pressure Pipeline – (29.92 rods x $25.375/rod)1/2 =		$ 379.61
Low Pressure Pipeline – (29.92 rods x $25.375/rod)1/2 =		$ 379.61
SWD Pipeline – (36.55 rods x $25.375/rod)1/2 =		$ 463.73
	Total	**$2,211.31**

associated with the Carry Back 6 State A 1H located on the above captioned land.

Please call if you have any questions or concerns. Thank you very much.

Regards,

CIMAREX ENERGY CO.
Tish Maney
Land Technician

EXHIBIT

SECTION 6, BLOCK 60, T-2,
T. & P. RR. CO. SURVEY, A-1250
CULBERSON COUNTY, TEXAS
PROPOSED CENTERLINE

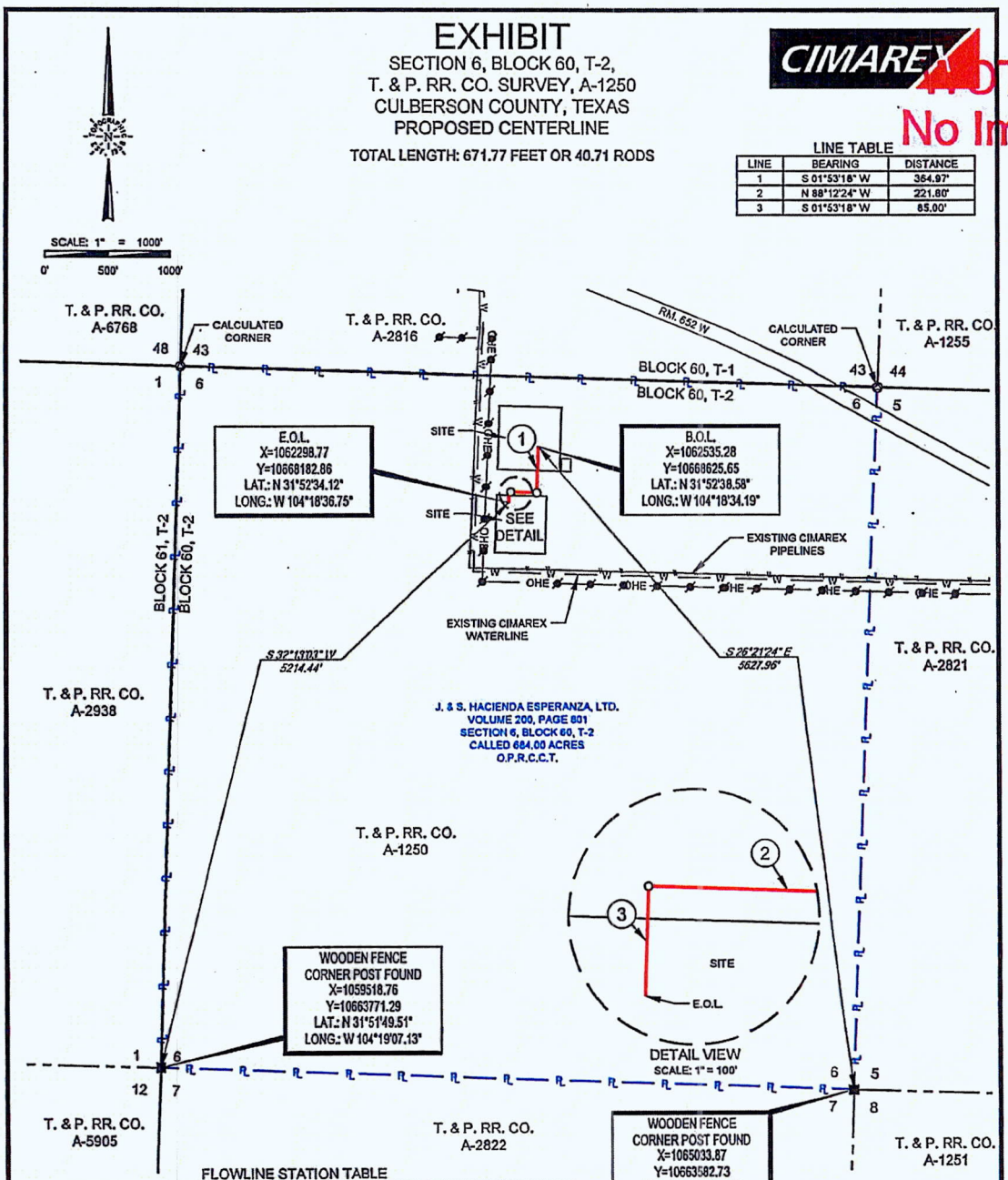
TOTAL LENGTH: 671.77 FEET OR 40.71 RODS

CIMAREX

NOTUS
No Impact

LINE TABLE

LINE	BEARING	DISTANCE
1	S 01°53'18" W	364.97'
2	N 88°12'24" W	221.80'
3	S 01°53'18" W	85.00'



FLOWLINE STATION TABLE

STATION	ID	NORTHING	EASTING	DEFLECTION	LAT. (DEC DEG)	LONG. (DEC DEG)
0+00.00	B.O.L. @ PROPOSED FLANGE	10568625.65	1062535.28		N31.8773840	W104.3094965
1+80.08	EXIT PROPOSED SITE	10568435.67	1062529.02		N31.8768615	W104.3094948
3+84.97	P.I. & RT.	10568260.88	1062523.26	89°54'17"	N31.8763803	W104.3094933
5+88.76	P.I. & LT.	10568267.82	1062301.57	89°54'17"	N31.8763781	W104.3102077
6+11.76	ENTER PROPOSED SITE	10568242.83	1062300.75		N31.8763093	W104.3102075
6+71.76	E.O.L. @ EXISTING FLANGE	10568182.86	1062298.77		N31.8761444	W104.3102070

LEGEND

- BLOCK/TOWNSHIP LINE
- SURVEY LINE
- PROPOSED CENTERLINE
- TRACT BORDER
- ROAD WAY
- EXISTING PIPELINE
- OHE OVERHEAD ELECTRIC
- W WATER LINE
- FENCE CORNER
- CALCULATED CORNER
- POWER POLE

STATE OF TEXAS REGISTERED JEFFREY N. LUEDERS 6512 PROFESSIONAL LAND SURVEYOR

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017
Field note description of even date accompanies this plat.

CARRY BACK 6 STATE UNIT 1H FLOWLINE PROPOSED CENTERLINE	REVISION:
DATE: 11/15/2017	
FILE: EP_CARRY_BACK_6_STATE_UNIT_1H_FLOWLINE	
DRAWN BY: MEH	
SHEET: 1 OF 2	

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS PROPOSED CENTERLINE, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY CIMAREX ENERGY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS PROPOSED CENTERLINE, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. B.O.L./P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
6. E.O.L./P.O.E. = END OF LINE/POINT OF EXIT
7. O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, CULBERSON COUNTY, TEXAS

S:\SURVEY\CIMAREX_ENERGY\CARRY_BACK_6_STATE_UNIT_1H\FINAL_PRODUCTS\EP_CARRY_BACK_6_STATE_UNIT_1H_FLOWLINE.DWG 11/28/2017 2:27:24 PM jsauer

CIMAREX ENERGY

WOTUS
No Impact

EXHIBIT
CULBERSON COUNTY, TEXAS
30 FOOT WIDE EASEMENT DESCRIPTION

November 15, 2017
Sheet 2 of 2

A 30 foot wide easement, 15 feet each side of a proposed centerline as shown on sheet 1 of 2 of this Exhibit, being situated in Section 6, Block 60, T-2, of the T. & P. RR. CO. Survey, Abstract No. 1250, Culberson County, Texas, and being out of a called 684.00 acre tract of land described in a deed to J. and S. Hacienda Esperanza, LTD. recorded in Volume 200, Page 801, Official Public Records, Culberson County, Texas, (O.P.R.C.C.T.), said 30 foot easement being more particularly described by centerline description as follows:

BEGINNING (B.O.L.) at a point within Section 6, from which a wooden fence corner post found for the Southeast corner of Section 6, bears: South 26°21'24" East, a distance of 5,627.96 feet;

THENCE South 01°53'18" West, a distance of 364.97 feet;
THENCE North 88°12'24" West, a distance of 221.80 feet;

THENCE South 01°53'18" West, a distance of 85.00 feet to a point within Section 6, for the END OF LINE (E.O.L.), and END OF THIS DESCRIPTION, from which a wooden fence corner post found for the Southwest corner of Section 6, bears: South 32°13'03" West, a distance of 5,214.44 feet.

The above surveyed baseline traverses Section 6 for a total distance of 671.77 feet or 40.71 rods.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Plat of even date accompanies this field note description.

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017

Topographic Land Surveyors
1400 Everman Parkway
Suite 197
Fort Worth, TX 76140

EXHIBIT

SECTION 6, BLOCK 60, T-2,
T. & P. RR. CO. SURVEY, A-1250
CULBERSON COUNTY, TEXAS
PROPOSED CENTERLINE

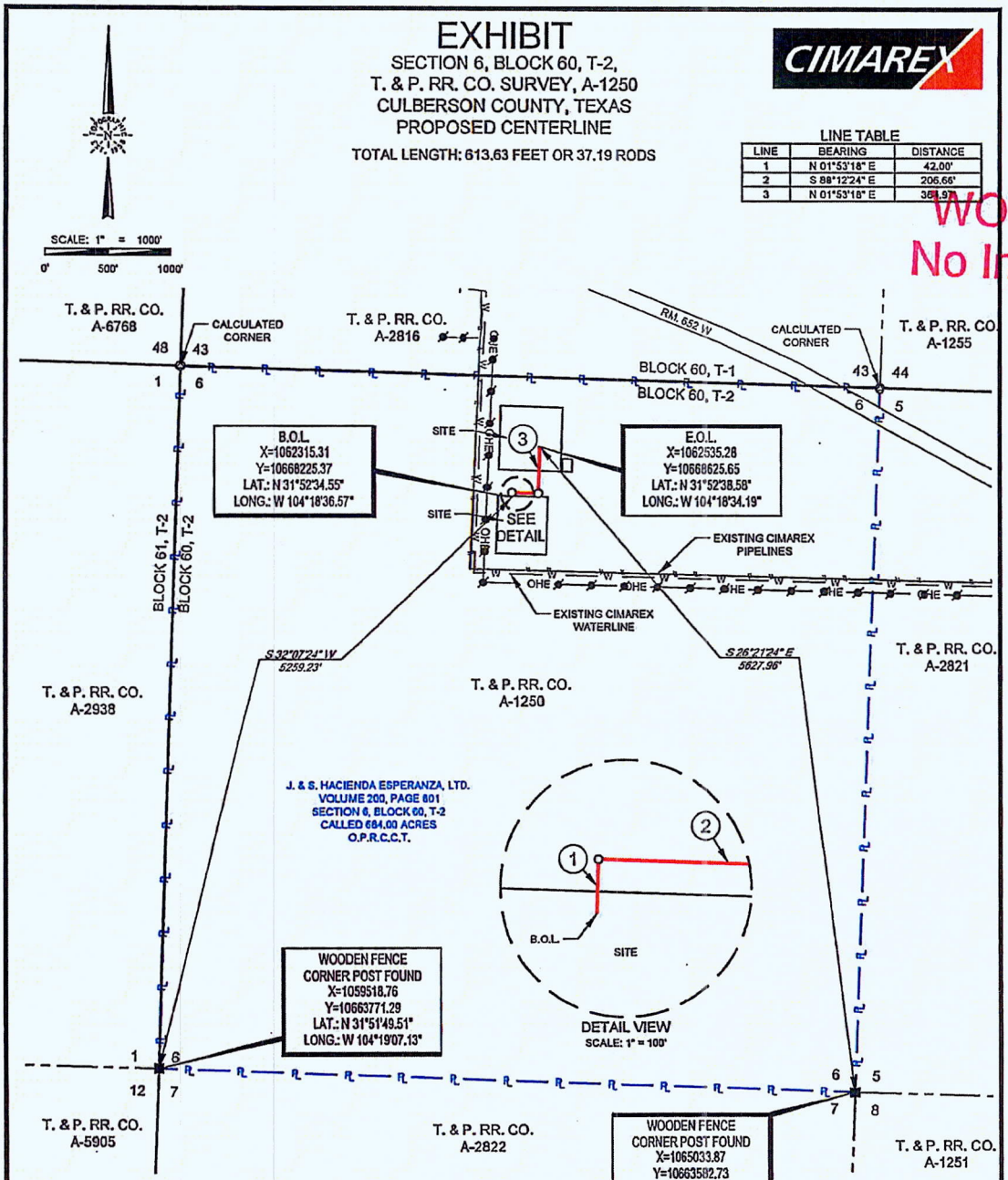
TOTAL LENGTH: 613.63 FEET OR 37.19 RODS

CIMAREX

WOTUS
No Impact

LINE TABLE

LINE	BEARING	DISTANCE
1	N 01°53'18" E	42.00'
2	S 88°12'24" E	206.66'
3	N 01°53'18" E	351.97'



STATION TABLE

STATION	ID	NORTHING	EASTING	DEFLECTION	LAT. (DEC DEG)	LONG. (DEC DEG)
0+00.00	B.O.L.	10668225.37	1062315.31		N31.8742828	W104.3101588
0+17.00	EXIT PROPOSED SITE	10668242.36	1062315.88		N31.8743095	W104.3101588
0+42.00	P.I. & RT.	10668267.34	1062316.70	89°54'17.22"	N31.8743782	W104.3101500
2+48.66	P.I. & LT.	10668260.88	1062523.28	89°54'17.22"	N31.8743606	W104.3094933
4+23.55	ENTER PROPOSED SITE	10668435.07	1062529.62		N31.8748615	W104.3094948
6+13.62	E.O.L.	10668625.65	1062535.28		N31.8773840	W104.3094965

LEGEND

- BLOCK/TOWNSHIP LINE
- SURVEY LINE
- PROPOSED CENTERLINE
- TRACT BORDER
- ROAD WAY
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- W — WATER LINE
- FENCE CORNER
- CALCULATED CORNER
- POWER POLE

STATE OF TEXAS REGISTERED JEFFREY N. LUEDERS 6512 PROFESSIONAL LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017
Field note description of even date accompanies this plat.

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 107 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

CARRY BACK 6
STATE UNIT 1H
GASLIFT
PROPOSED CENTERLINE

REVISION:	

DATE: 11/15/2017
FILE: EP_CARRY_BACK_6_STATE_UNIT_1H_GASLIFT
DRAWN BY: MEH
SHEET: 1 OF 2

NOTES:
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S:\SURVEY\CIMAREX_ENERGY\CARRY_BACK_6_STATE_UNIT_1H\FINAL_PRODUCTS\EP_CARRY_BACK_6_STATE_Unit_1H_GASLIFT.DWG 11/28/2017 2:27:41 PM jsaver

CIMAREX ENERGY

WOTUS
No Impact

EXHIBIT
CULBERSON COUNTY, TEXAS
30 FOOT WIDE EASEMENT DESCRIPTION

November 15, 2017
Sheet 2 of 2

A 30 foot wide easement, 15 feet each side of a proposed centerline as shown on sheet 1 of 2 of this Exhibit, being situated in Section 6, Block 60, T-2, of the T. & P. RR. CO. Survey, Abstract No. 1250, Culberson County, Texas, and being out of a called 684.00 acre tract of land described in a deed to J. and S. Hacienda Esperanza, LTD. recorded in Volume 200, Page 801, Official Public Records, Culberson County, Texas, (O.P.R.C.C.T.), said 30 foot easement being more particularly described by centerline description as follows:

BEGINNING (B.O.L.) at a point within Section 6, from which a wooden fence corner post found for the Southwest corner of Section 6, bears: South 32°07'24" West, a distance of 5,259.23 feet;

THENCE North 01°53'18" East, a distance of 42.00 feet;
THENCE South 88°12'24" East, a distance of 206.66 feet;

THENCE North 01°53'18" East, a distance of 364.97 feet to a point within Section 6, for the END OF LINE (E.O.L.), and END OF THIS DESCRIPTION, from which a wooden fence corner post found for the Southeast corner of Section 6, bears: South 26°21'24" East, a distance of 5,627.96 feet.

The above surveyed baseline traverses Section 6 for a total distance of 613.63 feet or 37.19 rods.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Plat of even date accompanies this field note description.

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017

Topographic Land Surveyors
1400 Everman Parkway
Suite 197
Fort Worth, TX 76140

EXHIBIT

SECTION 6, BLOCK 60, T-2,
T. & P. RR. CO. SURVEY, A-1250
CULBERSON COUNTY, TEXAS
PROPOSED CENTERLINE

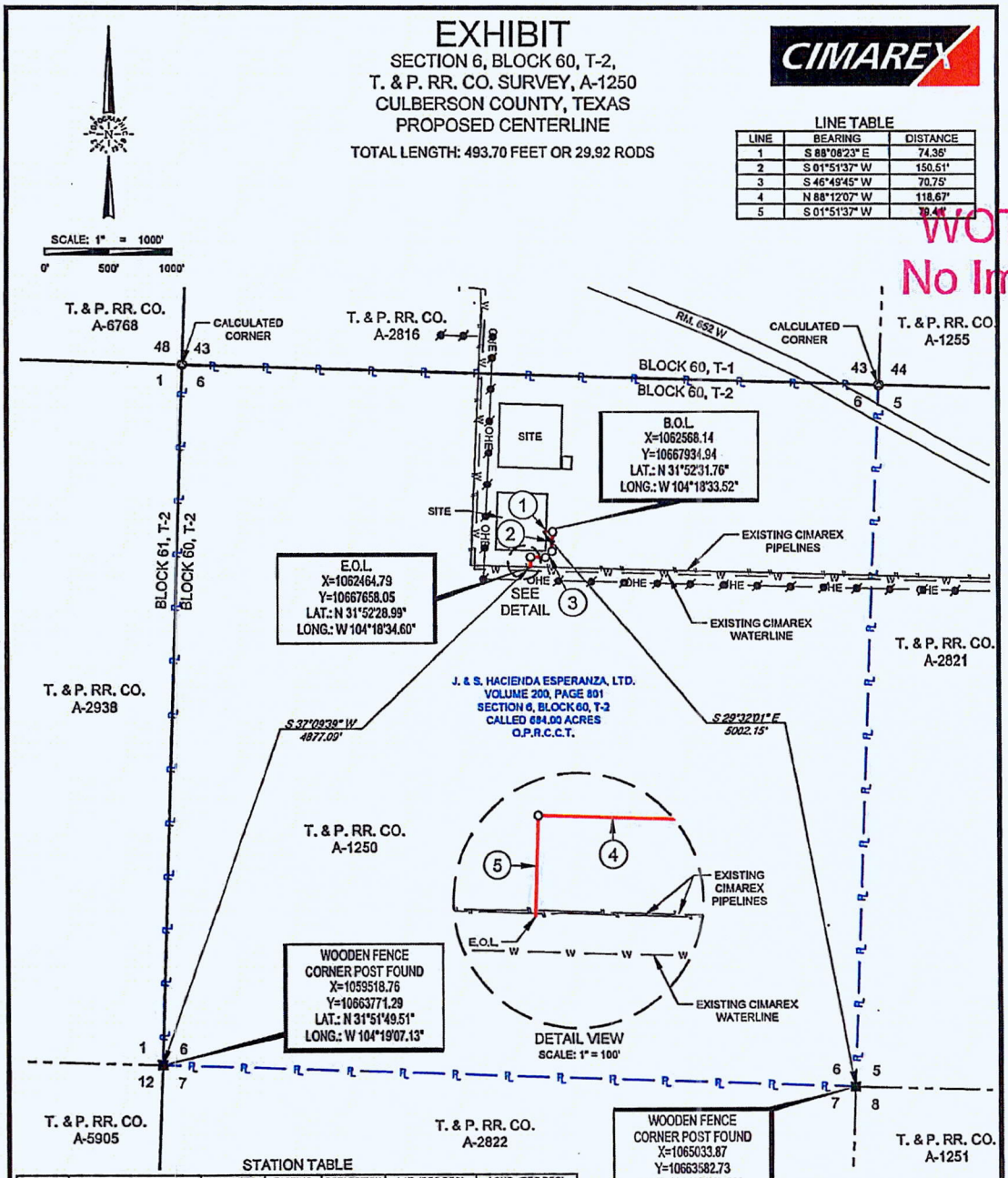
TOTAL LENGTH: 493.70 FEET OR 29.92 RODS

CIMAREX

WOTUS
No Impact

LINE TABLE

LINE	BEARING	DISTANCE
1	S 88°08'23" E	74.35'
2	S 01°51'37" W	150.51'
3	S 46°49'45" W	70.75'
4	N 88°12'07" W	118.67'
5	S 01°51'37" W	79.41'



STATION TABLE

STATION	ID	NORTHING	EASTING	DEFLECTION	LAT. (DEC DEG)	LONG. (DEC DEG)
0+00.00	B.O.L. @ PROPOSED FLANGE	10667934.94	1062568.14		N31.8754898	W104.3093113
0+24.36	EXIT PROPOSED SITE	10667934.15	1062592.49		N31.8754900	W104.3092328
0+74.36	P.I. A RT.	10667932.53	1062642.46	90°00'00"	N31.8754905	W104.3090717
2+24.87	P.I. A RT.	10667782.10	1062637.58	44°58'05"	N31.8750746	W104.3090701
2+93.62	P.I. A RT.	10667733.69	1062585.98	44°58'08"	N31.8749367	W104.3092307
4+14.28	P.I. A LT.	10667737.41	1062457.37	89°56'17"	N31.8749373	W104.3096129
4+88.65	EXISTING PIPELINE	10667663.05	1062484.95		N31.8747329	W104.3096121
4+91.18	EXISTING PIPELINE	10667660.55	1062484.87		N31.8747259	W104.3096121
4+93.69	E.O.L. @ EXISTING FLANGE	10667658.05	1062464.79		N31.8747190	W104.3096121

LEGEND

- BLOCK/TOWNSHIP LINE
- SURVEY LINE
- PROPOSED CENTERLINE
- TRACT BORDER
- ROAD WAY
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
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TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS REGISTERED JEFFREY N. LUEDERS 6512 PROFESSIONAL LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017
Field note description of even date accompanies this plat.

CARRY BACK 6 STATE UNIT 1H HIGH PRESSURE PROPOSED CENTERLINE	REVISION:
DATE: 11/15/2017	
FILE: EP_CARRY_BACK_6_STATE_UNIT_1H_HIGH_PRESSURE	
DRAWN BY: MEH	
SHEET: 1 OF 2	

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
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S:\SURVEY\CIMAREX_ENERGY\CARRY_BACK_6_STATE_UNIT_1H\FINAL_PRODUCTS\EP_CARRY_BACK_6_STATE_UNIT_1H_HIGH_PRESSURE.DWG 11/28/2017 2:38:06 PM jsaur

CIMAREX ENERGY

WOTUS
No Impact

EXHIBIT
CULBERSON COUNTY, TEXAS
30 FOOT WIDE EASEMENT DESCRIPTION

November 15, 2017
Sheet 2 of 2

A 30 foot wide easement, 15 feet each side of a proposed centerline as shown on sheet 1 of 2 of this Exhibit, being situated in Section 6, Block 60, T-2, of the T. & P. RR. CO. Survey, Abstract No. 1250, Culberson County, Texas, and being out of a called 684.00 acre tract of land described in a deed to J. and S. Hacienda Esperanza, LTD. recorded in Volume 200, Page 801, Official Public Records, Culberson County, Texas, (O.P.R.C.C.T.), said 30 foot easement being more particularly described by centerline description as follows:

BEGINNING (B.O.L.) at a point within Section 6, from which a wooden fence corner post found for the Southeast corner of Section 6, bears: South 29°32'01" East, a distance of 5,002.15 feet;

THENCE South 88°08'23" East, a distance of 74.36 feet;
THENCE South 01°51'37" West, a distance of 150.51 feet;
THENCE South 46°49'45" West, a distance of 70.75 feet;
THENCE North 88°12'07" West, a distance of 118.67 feet;

THENCE South 01°51'37" West, a distance of 79.41 feet to a point within Section 6, for the END OF LINE (E.O.L.), and END OF THIS DESCRIPTION, from which a wooden fence corner post found for the Southwest corner of Section 6, bears: South 37°09'39" West, a distance of 4,877.09 feet.

The above surveyed baseline traverses Section 6 for a total distance of 493.70 feet or 29.92 rods.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Plat of even date accompanies this field note description.

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017

Topographic Land Surveyors
1400 Everman Parkway
Suite 197
Fort Worth, TX 76140

EXHIBIT

SECTION 6, BLOCK 60, T-2,
T. & P. RR. CO. SURVEY, A-1250
CULBERSON COUNTY, TEXAS
PROPOSED CENTERLINE

TOTAL LENGTH: 493.70 FEET OR 29.92 RODS

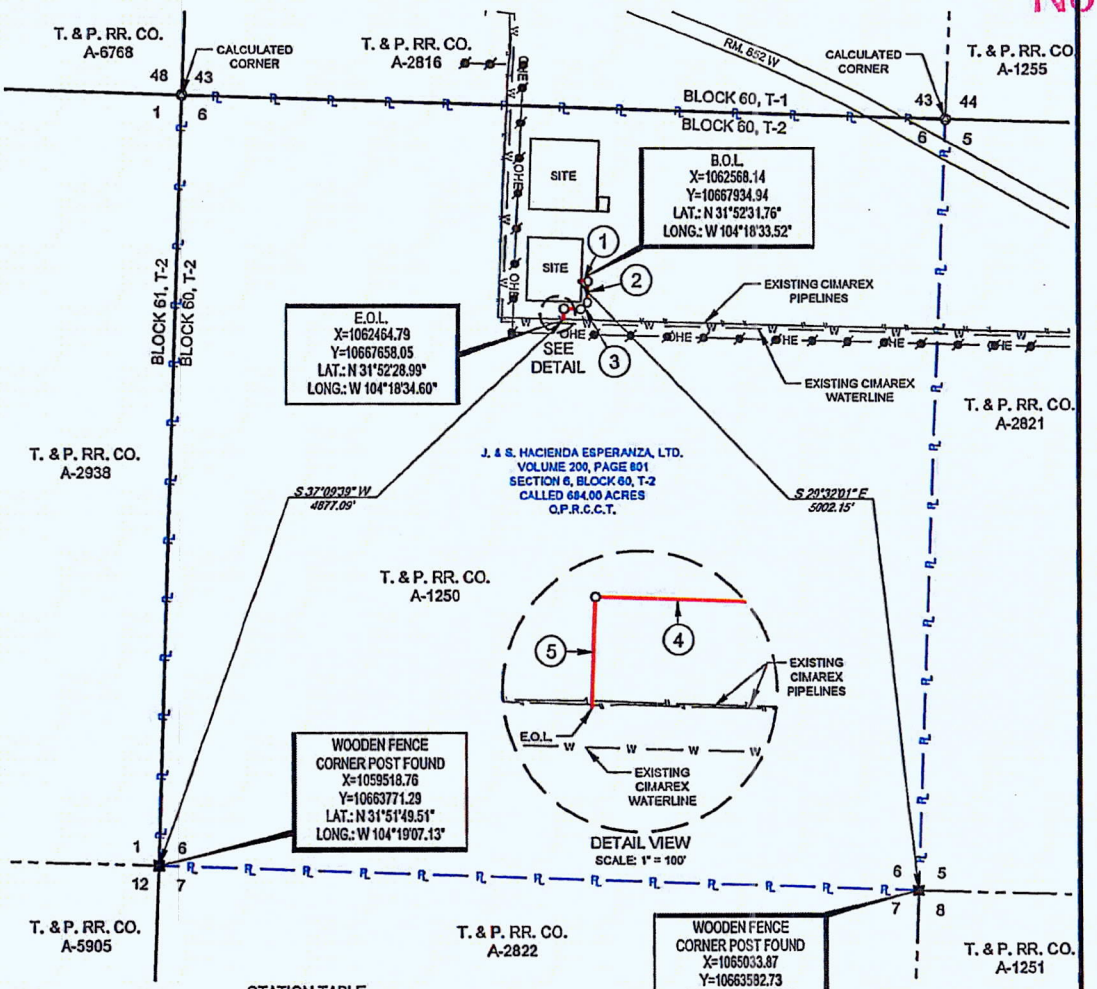
CIMAREX

WOTUS
No Impact

LINE TABLE

LINE	BEARING	DISTANCE
1	S 88°08'23" E	74.36'
2	S 01°51'37" W	150.51'
3	S 46°49'45" W	76.75'
4	N 88°12'07" W	118.67'
5	S 01°51'37" W	79.41'

SCALE: 1" = 1000'
0' 500' 1000'



STATION TABLE

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0+74.36	P.I. A RT.	10667932.53	1062642.46	90°00'00"	N31.8754905	W104.3090717
2+24.87	P.I. A RT.	10667782.10	1062637.58	44°58'06"	N31.8750768	W104.3090701
2+95.62	P.I. A RT.	10667733.69	1062585.98	44°58'05"	N31.8749387	W104.3092307
4+14.28	P.I. A LT.	10667707.41	1062467.37	89°56'17"	N31.8749373	W104.3094129
4+88.65	EXISTING PIPELINE	10667663.08	1062464.95		N31.8747329	W104.3094121
4+91.18	EXISTING PIPELINE	10667660.55	1062464.87		N31.8747259	W104.3094121
4+93.69	E.O.L. @ EXISTING FLANGE	10667658.05	1062464.79		N31.8747190	W104.3094121

LEGEND

- BLOCK/TOWNSHIP LINE
- SURVEY LINE
- PROPOSED CENTERLINE
- TRACT BORDER
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- OHE — OVERHEAD ELECTRIC
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TEXAS FIRM REGISTRATION NO. 10042304
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STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017
Field note description of even date accompanies this plat.

CARRY BACK 6 STATE UNIT 1H LOW PRESSURE PROPOSED CENTERLINE	REVISION:
DATE: 11/15/2017	
FILE: EP_CARRY BACK 6 STATE UNIT 1H LOW PRESSURE	
DRAWN BY: MEH	
SHEET: 1 OF 2	

NOTES:
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CIMAREX ENERGY

WOTUS
No Impact

EXHIBIT
CULBERSON COUNTY, TEXAS
30 FOOT WIDE EASEMENT DESCRIPTION

November 15, 2017
Sheet 2 of 2

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BEGINNING (B.O.L.) at a point within Section 6, from which a wooden fence corner post found for the Southeast corner of Section 6, bears: South 29°32'01" East, a distance of 5,002.15 feet;

THENCE South 88°08'23" East, a distance of 74.36 feet;
THENCE South 01°51'37" West, a distance of 150.51 feet;
THENCE South 46°49'45" West, a distance of 70.75 feet;
THENCE North 88°12'07" West, a distance of 118.67 feet;

THENCE South 01°51'37" West, a distance of 79.41 feet to a point within Section 6, for the END OF LINE (E.O.L.), and END OF THIS DESCRIPTION, from which a wooden fence corner post found for the Southwest corner of Section 6, bears: South 37°09'39" West, a distance of 4,877.09 feet.

The above surveyed baseline traverses Section 6 for a total distance of 493.70 feet or 29.92 rods.

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Plat of even date accompanies this field note description.

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017

Topographic Land Surveyors
1400 Everman Parkway
Suite 197
Fort Worth, TX 76140

EXHIBIT

SECTION 6, BLOCK 60, T-2,
T. & P. RR. CO. SURVEY, A-1250
CULBERSON COUNTY, TEXAS
PROPOSED CENTERLINE

TOTAL LENGTH: 603.03 FEET OR 36.55 RODS

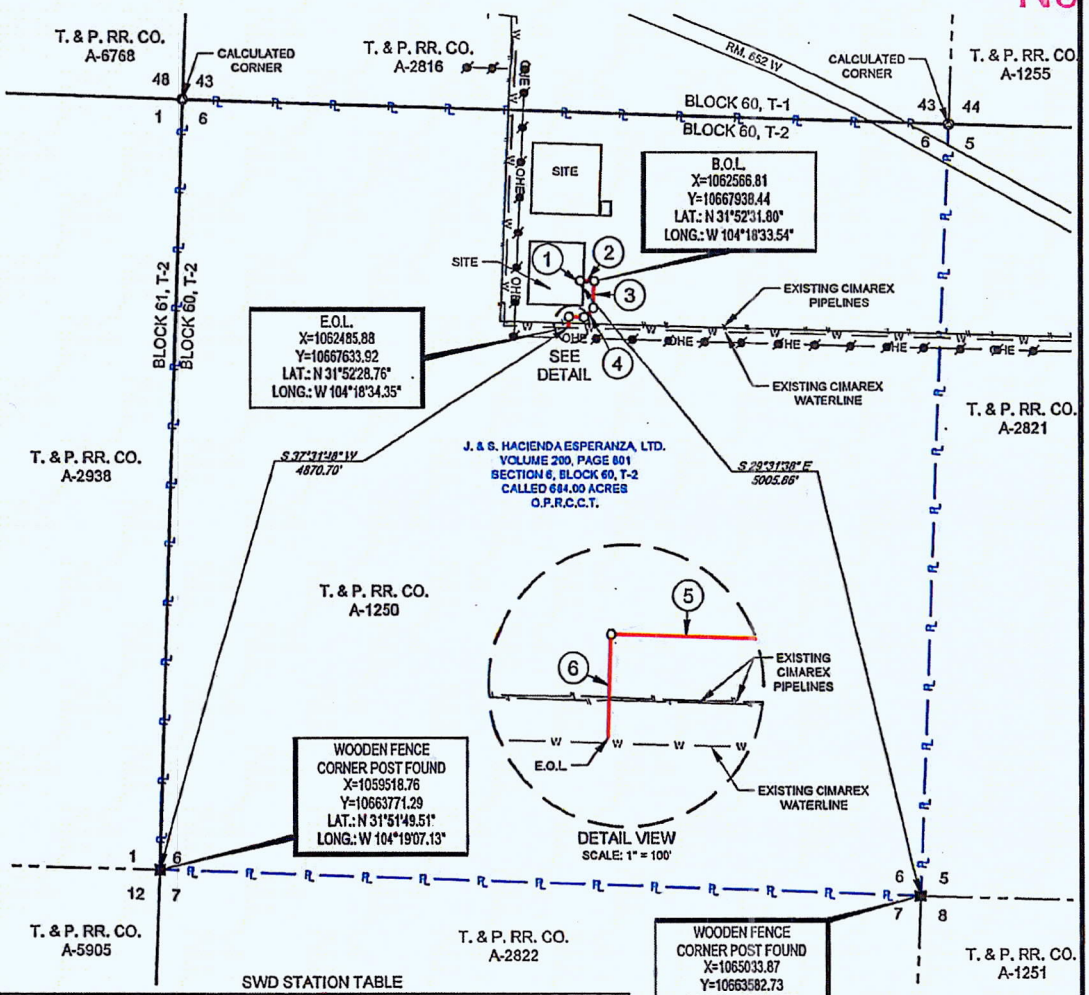
CIMAREX

WOTUS
No Impact

LINE TABLE

LINE	BEARING	DISTANCE
1	N 01°53'18" E	26.54'
2	S 88°08'23" E	105.79'
3	S 01°51'37" W	192.93'
4	S 46°49'45" W	95.58'
5	N 88°12'07" W	109.33'
6	S 01°47'53" W	72.86'

SCALE: 1" = 1000'
0' 500' 1000'



SWD STATION TABLE

STATION	ID	NORTHING	EASTING	DEFLECTION	LAT. (DEC DEG)	LONG. (DEC DEG)
0+00.00	B.O.L. @ PROPOSED FLANGE	10667938.44	1062566.81		N31.8754993	W104.3093159
0+26.54	P.I. A RT.	10667964.97	1062567.68	89°58'16"	N31.8755723	W104.3093162
0+52.34	EXIT PROPOSED SITE	10667964.13	1062593.48		N31.8755725	W104.3092331
1+32.34	P.I. A RT.	10667961.54	1062673.42	00°00'00"	N31.8755732	W104.3089754
3+25.28	P.I. A RT.	10667768.71	1062667.16	44°58'05"	N31.8750420	W104.3089734
4+20.84	P.I. A RT.	10667703.32	1062597.45	44°58'05"	N31.8748564	W104.3091903
5+30.18	P.I. A LT.	10667700.75	1062488.17	90°00'00"	N31.8748551	W104.3095424
5+74.51	EXISTING PIPELINE	10667662.43	1062486.78		N31.8747332	W104.3095418
5+78.29	EXISTING PIPELINE	10667660.68	1062486.72		N31.8747284	W104.3095418
6+03.04	E.O.L. @ EXISTING WATERLINE	10667633.92	1062485.88		N31.8746548	W104.3095414

LEGEND

- BLOCK/TOWNSHIP LINE
- SURVEY LINE
- PROPOSED CENTERLINE
- TRACT BORDER
- ROAD WAY
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- W — WATER LINE
- FENCE CORNER
- CALCULATED CORNER
- POWER POLE

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS REGISTERED JEFFREY N. LUEDERS 6512 PROFESSIONAL SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017
Field note description of even date accompanies this plat.

CARRY BACK 6 STATE UNIT 1H SWD PROPOSED CENTERLINE	REVISION:
DATE: 11/15/2017	
FILE: EP_CARRY_BACK_6_STATE_UNIT_1H_SWD	
DRAWN BY: MEH	
SHEET: 1 OF 2	

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS PROPOSED CENTERLINE, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY CIMAREX ENERGY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS PROPOSED CENTERLINE, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. B.O.L.P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
6. E.O.L.P.O.E. = END OF LINE/POINT OF EXIT
7. O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, CULBERSON COUNTY, TEXAS

S:\SURVEY\CIMAREX_ENERGY\CARRY_BACK_6_STATE_UNIT_1H\FINAL_PRODUCTS\EP_CARRY_BACK_6_STATE_UNIT_1H_SWD.DWG 11/28/2017 2:26:50 PM jsaw

CIMAREX ENERGY

WOTUS
No Impact

EXHIBIT
CULBERSON COUNTY, TEXAS
30 FOOT WIDE EASEMENT DESCRIPTION

November 15, 2017
Sheet 2 of 2

A 30 foot wide easement, 15 feet each side of a proposed centerline as shown on sheet 1 of 2 of this Exhibit, being situated in Section 6, Block 60, T-2, of the T. & P. RR. CO. Survey, Abstract No. 1250, Culberson County, Texas, and being out of a called 684.00 acre tract of land described in a deed to J. and S. Hacienda Esperanza, LTD. recorded in Volume 200, Page 801, Official Public Records, Culberson County, Texas, (O.P.R.C.C.T.), said 30 foot easement being more particularly described by centerline description as follows:

BEGINNING (B.O.L.) at a point within Section 6, from which a wooden fence corner post found for the Southeast corner of Section 6, bears: South 29°31'38" East, a distance of 5,005.86 feet;

THENCE North 01°53'18" East, a distance of 26.54 feet;
THENCE South 88°08'23" East, a distance of 105.79 feet;
THENCE South 01°51'37" West, a distance of 192.93 feet;
THENCE South 46°49'45" West, a distance of 95.58 feet;
THENCE North 88°12'07" West, a distance of 109.33 feet;

THENCE South 01°47'53" West, a distance of 72.86 feet to a point within Section 6, for the END OF LINE (E.O.L.), and END OF THIS DESCRIPTION, from which a wooden fence corner post found for the Southwest corner of Section 6, bears: South 37°31'48" West, a distance of 4,870.70 feet.

The above surveyed baseline traverses Section 6 for a total distance of 603.03 feet or 36.55 rods.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Plat of even date accompanies this field note description.

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: November 03, 2017

Topographic Land Surveyors
1400 Everman Parkway
Suite 197
Fort Worth, TX 76140

CWPLCO, INC.
ACCOUNTING DEPARTMENT
6 Desta Drive, Suite 3000
Midland, Texas 79705-5510

Section 91.504, Texas Natural Resources Code gives an owner of a royalty interest in oil or gas produced in Texas the right to request from a payor information about itemized deductions, the heating value of the gas, and the Railroad Commission of Texas identification number for the lease, property, or well that may not have been provided to the royalty interest owner. The request must be in writing and must be made by certified mail. A payor must respond to a request regarding itemized deductions, the heating value of the gas, or the Railroad Commission of Texas identification number by certified mail not later than the 60th day after the date the request is received. An owner of a royalty interest in oil or gas may obtain information regarding production that has been reported to the Railroad Commission of Texas by contacting the oil and gas division of the commission or accessing the commission's website and providing the identification number of the lease and the county in which the lease is located. The Railroad Commission's website address is www.rrc.state.tx.us.

Should you have any questions concerning this transition or going forward, please contact us at CWPLCO-Accounting@claytonwilliams.com or (432) 688-3450. Your owner number is 2901 and should be the same as your previous owner number with Clayton Williams Energy, Inc.

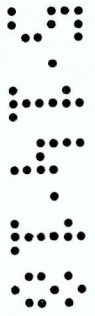
Sincerely,

Jacob Scott

Jacob Scott
Accountant

Exhibit "A"

Property Number	Property Name	County	State
03700-001	Amoco-Scott Unit #1	Pittsburg	OK
08705-001	Jack Bauman #1	Latimer	OK
12810-001	Capps #1	Panola	TX
12810-008	Capps #8	Panola	TX
13589-002	Chadwick #2	Panola	TX
13589-005	Chadwick-McLendon #5	Panola	TX
13589-006	Chadwick-McLendon #6	Panola	TX
13589-007	Chadwick-McLendon #7	Panola	TX
13589-009	Chadwick-McLendon #9	Panola	TX
15300-001	Compton A #1 Lease	Nolan	TX
45801-01L	Johnston #1-35 C	Sebastian	AR
58400-001	Mose Watts #1-36	Latimer	OK
58400-002	Mose Watts #2-36	Latimer	OK
71880-001	Price M #1	Pecos	TX
74050-001	Retherford 30-1	Latimer	OK
80010-006	Smith 6-5	Roger Mills	OK
80800-003	W C Stafford #3-1	Pittsburg	OK
90063-001	El Paso State #1	Loving	TX
91896-001	Virginia Walker Unit #1	Latimer	OK
94161-001	Williams CC	Pecos	TX
95369-001	Woolworth #1	Panola	TX



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONTACT INFORMATION

Name: _____

Address: Address from W-9 will be used as primary address for statements and correspondence. If you would like your revenue check or 1099 sent to a separate address, please fill out below

Use? ☐

Address for check: _____

Line 2: _____

City, State Zip: _____

Use? ☐

Address for 1099: _____

Line 2: _____

City, State Zip: _____

Statements received by: Paper ☐ E-mail ☐ Both ☐

E-Mail:* _____

*E-mail will be used for statements only.

CWPLCO, Inc.
6 Desta Drive, STE 3000
Midland, TX 79705

THE COMMISSIONER OF THE
GENERAL LAND OFFICE
200 EAST 12TH ST
AUSTIN, TX 78711-0000

Account: 2901

Date: 05/09/2018

From: CWPLCO, Inc.
To: THE COMMISSIONER OF THE

For Checks Dated 05/10/2018
Account: 2901 Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2013	CND	$/BBL:106.49	10.14-/0.00-	Condensate Sales-WI:	1,079.83-	0.04-
	Roy NRI:	0.00003992		Net Income:	1,079.83-	0.04-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2013	CND	$/BBL:106.50	10.14 /0.00	Condensate Sales-WI:	1,079.90	0.04
	Roy NRI:	0.00003992		Net Income:	1,079.90	0.04
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2013	CND	$/BBL:108.01	13.20-/0.00-	Condensate Sales-WI:	1,425.76-	0.06-
	Roy NRI:	0.00003992		Net Income:	1,425.76-	0.06-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2013	CND	$/BBL:108.01	13.20 /0.00	Condensate Sales-WI:	1,425.69	0.06
	Roy NRI:	0.00003992		Net Income:	1,425.69	0.06
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2014	CND	$/BBL:98.48	9.17-/0.00-	Condensate Sales-WI:	903.07-	0.04-
	Roy NRI:	0.00003992		Net Income:	903.07-	0.04-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2014	CND	$/BBL:98.48	9.17 /0.00	Condensate Sales-WI:	903.07	0.04
	Roy NRI:	0.00003992		Net Income:	903.07	0.04
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
03/2014	CND	$/BBL:99.52	23.33-/0.00-	Condensate Sales-WI:	2,321.69-	0.09-
	Roy NRI:	0.00003992		Net Income:	2,321.69-	0.09-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
03/2014	CND	$/BBL:99.51	23.22 /0.00	Condensate Sales-WI:	2,310.69	0.09
	Roy NRI:	0.00003992		Net Income:	2,310.69	0.09
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
04/2014	CND	$/BBL:101.17	16.76-/0.00-	Condensate Sales-WI:	1,695.65-	0.07-
	Roy NRI:	0.00003992		Net Income:	1,695.65-	0.07-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
04/2014	CND	$/BBL:101.23	16.72 /0.00	Condensate Sales-WI:	1,692.58	0.07
	Roy NRI:	0.00003992		Net Income:	1,692.58	0.07
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2015	CND	$/BBL:45.93	14.27-/0.00-	Condensate Sales-WI:	655.42-	0.03-
	Roy NRI:	0.00003992		Net Income:	655.42-	0.03-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2015	CND	$/BBL:47.38	14.27 /0.00	Condensate Sales-WI:	676.14	0.03
	Roy NRI:	0.00003992		Net Income:	676.14	0.03
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
05/2017	CND	$/BBL:45.31	32.59 /0.00	Condensate Sales-WI:	1,476.80	0.06
	Roy NRI:	0.00003992		Net Income:	1,476.80	0.06
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
06/2017	CND	$/BBL:41.98	18.80 /0.00	Condensate Sales-WI:	789.29	0.03
	Roy NRI:	0.00003992		Net Income:	789.29	0.03
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2017	CND	$/BBL:44.52	24.09 /0.00	Condensate Sales-WI:	1,072.40	0.04
	Roy NRI:	0.00003992		Net Income:	1,072.40	0.04
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2017	CND	$/BBL:46.12	29.26 /0.00	Condensate Sales-WI:	1,349.50	0.05
	Roy NRI:	0.00003992		Net Income:	1,349.50	0.05
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
09/2017	CND	$/BBL:47.52	33.71 /0.00	Condensate Sales-WI:	1,601.88	0.06
	Roy NRI:	0.00003992		Net Income:	1,601.88	0.06
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2017	CND	$/BBL:48.64	30.31 /0.00	Condensate Sales-WI:	1,474.30	0.06
	Roy NRI:	0.00003992		Net Income:	1,474.30	0.06
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2017	CND	$/BBL:48.64	30.31-/0.00-	Condensate Sales-WI:	1,474.30-	0.06-
	Roy NRI:	0.00003992		Net Income:	1,474.30-	0.06-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2017	CND	$/BBL:49.13	30.31 /0.00	Condensate Sales-WI:	1,489.09	0.06
	Roy NRI:	0.00003992		Net Income:	1,489.09	0.06
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
11/2017	CND	$/BBL:54.59	21.60 /0.00	Condensate Sales-WI:	1,179.18	0.05
	Roy NRI:	0.00003992		Net Income:	1,179.18	0.05

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
12/2017	CND	$/BBL:56.02	41.11 /0.00	Condensate Sales-WI:	2,302.82	0.09
	Roy NRI:	0.00003992		Net Income:	2,302.82	0.09
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2018	CND	$/BBL:60.45	42.97 /0.00	Condensate Sales-WI:	2,597.65	0.10
	Roy NRI:	0.00003992		Net Income:	2,597.65	0.10
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
03/2018	CND	$/BBL:61.36	54.82 /0.00	Condensate Sales-WI:	3,363.78	0.13
	Roy NRI:	0.00003992		Net Income:	3,363.78	0.13
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2015	GAS	$/MCF:2.72	820.35-/0.03-	Gas Sales-WI:	2,231.99-	0.09-
	Roy NRI:	0.00003992		Net Income:	2,231.99-	0.09-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2015	GAS	$/MCF:2.72	820.35 /0.03	Gas Sales-WI:	2,231.99	0.09
	Roy NRI:	0.00003992		Net Income:	2,231.99	0.09
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2015	GAS	$/MCF:2.77	1,546.43-/0.06-	Gas Sales-WI:	4,282.94-	0.17-
	Roy NRI:	0.00003992		Net Income:	4,282.94-	0.17-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2015	GAS	$/MCF:2.77	1,546.43 /0.06	Gas Sales-WI:	4,282.94	0.17
	Roy NRI:	0.00003992		Net Income:	4,282.94	0.17
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
09/2015	GAS	$/MCF:2.55	1,528.06-/0.06-	Gas Sales-WI:	3,897.27-	0.16-
	Roy NRI:	0.00003992		Net Income:	3,897.27-	0.16-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
09/2015	GAS	$/MCF:2.55	1,528.06 /0.06	Gas Sales-WI:	3,897.27	0.16
	Roy NRI:	0.00003992		Net Income:	3,897.27	0.16
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2015	GAS	$/MCF:2.43	2,388.17-/0.10-	Gas Sales-WI:	5,804.55-	0.23-
	Roy NRI:	0.00003992		Net Income:	5,804.55-	0.23-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2015	GAS	$/MCF:2.43	2,388.17 /0.10	Gas Sales-WI:	5,804.55	0.23
	Roy NRI:	0.00003992		Net Income:	5,804.55	0.23
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
11/2015	GAS	$/MCF:2.00	2,122.85-/0.08-	Gas Sales-WI:	4,236.34-	0.17-
	Roy NRI:	0.00003992		Net Income:	4,236.34-	0.17-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
11/2015	GAS	$/MCF:2.00	2,122.85 /0.08	Gas Sales-WI:	4,236.34	0.17
	Roy NRI:	0.00003992		Net Income:	4,236.34	0.17
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
12/2015	GAS	$/MCF:2.13	2,044.58-/0.08-	Gas Sales-WI:	4,345.55-	0.17-
	Roy NRI:	0.00003992		Net Income:	4,345.55-	0.17-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
12/2015	GAS	$/MCF:2.13	2,044.58 /0.08	Gas Sales-WI:	4,345.55	0.17
	Roy NRI:	0.00003992		Net Income:	4,345.55	0.17
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
01/2016	GAS	$/MCF:2.17	1,902.29-/0.08-	Gas Sales-WI:	4,118.62-	0.16-
	Roy NRI:	0.00003992		Net Income:	4,118.62-	0.16-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
01/2016	GAS	$/MCF:2.17	1,902.29 /0.08	Gas Sales-WI:	4,118.62	0.16
	Roy NRI:	0.00003992		Net Income:	4,118.62	0.16
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2016	GAS	$/MCF:2.16	1,544.97-/0.06-	Gas Sales-WI:	3,344.63-	0.13-
	Roy NRI:	0.00003992		Net Income:	3,344.63-	0.13-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2016	GAS	$/MCF:2.16	1,544.97 /0.06	Gas Sales-WI:	3,344.63	0.13
	Roy NRI:	0.00003992		Net Income:	3,344.63	0.13
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
03/2016	GAS	$/MCF:1.64	1,430.75-/0.06-	Gas Sales-WI:	2,341.20-	0.09-
	Roy NRI:	0.00003992		Net Income:	2,341.20-	0.09-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
03/2016	GAS	$/MCF:1.64	1,430.75 /0.06	Gas Sales-WI:	2,341.20	0.09
	Roy NRI:	0.00003992		Net Income:	2,341.20	0.09

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
04/2016	GAS	$/MCF:1.81	1,430.90-/0.06-	Gas Sales-WI:	2,584.29-	0.10-
	Roy NRI:	0.00003992		Net Income:	2,584.29-	0.10-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
04/2016	GAS	$/MCF:1.81	1,430.90 /0.06	Gas Sales-WI:	2,584.29	0.10
	Roy NRI:	0.00003992		Net Income:	2,584.29	0.10
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
05/2016	GAS	$/MCF:1.88	1,656.43-/0.07-	Gas Sales-WI:	3,108.41-	0.12-
	Roy NRI:	0.00003992		Net Income:	3,108.41-	0.12-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
05/2016	GAS	$/MCF:1.88	1,656.43 /0.07	Gas Sales-WI:	3,108.41	0.12
	Roy NRI:	0.00003992		Net Income:	3,108.41	0.12
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
06/2016	GAS	$/MCF:1.81	1,456.41-/0.06-	Gas Sales-WI:	2,632.03-	0.11-
	Roy NRI:	0.00003992		Net Income:	2,632.03-	0.11-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
06/2016	GAS	$/MCF:1.81	1,456.41 /0.06	Gas Sales-WI:	2,632.03	0.11
	Roy NRI:	0.00003992		Net Income:	2,632.03	0.11
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2016	GAS	$/MCF:2.69	1,366.55-/0.05-	Gas Sales-WI:	3,679.84-	0.15-
	Roy NRI:	0.00003992		Net Income:	3,679.84-	0.15-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2016	GAS	$/MCF:2.69	1,366.55 /0.05	Gas Sales-WI:	3,679.84	0.15
	Roy NRI:	0.00003992		Net Income:	3,679.84	0.15
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2016	GAS	$/MCF:2.70	1,378.83-/0.06-	Gas Sales-WI:	3,729.16-	0.15-
	Roy NRI:	0.00003992		Net Income:	3,729.16-	0.15-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2016	GAS	$/MCF:2.70	1,378.83 /0.06	Gas Sales-WI:	3,729.16	0.15
	Roy NRI:	0.00003992		Net Income:	3,729.16	0.15
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
04/2017	GAS	$/MCF:3.11	1,153.02 /0.05	Gas Sales-WI:	3,584.35	0.14
	Roy NRI:	0.00003992		Net Income:	3,584.35	0.14
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
05/2017	GAS	$/MCF:3.06	1,132.01 /0.05	Gas Sales-WI:	3,464.49	0.14
	Roy NRI:	0.00003992		Net Income:	3,464.49	0.14
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
06/2017	GAS	$/MCF:3.15	875.99 /0.03	Gas Sales-WI:	2,761.33	0.11
	Roy NRI:	0.00003992		Net Income:	2,761.33	0.11
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2017	GAS	$/MCF:2.98	863 /0.03	Gas Sales-WI:	2,568.28	0.10
	Roy NRI:	0.00003992		Net Income:	2,568.28	0.10
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2017	GAS	$/MCF:2.88	941 /0.04	Gas Sales-WI:	2,706.72	0.11
	Roy NRI:	0.00003992		Net Income:	2,706.72	0.11
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
09/2017	GAS	$/MCF:2.88	985 /0.04	Gas Sales-WI:	2,835.23	0.11
	Roy NRI:	0.00003992		Net Income:	2,835.23	0.11
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2017	GAS	$/MCF:2.90	903 /0.04	Gas Sales-WI:	2,617.45	0.10
	Roy NRI:	0.00003992		Net Income:	2,617.45	0.10
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
11/2017	GAS	$/MCF:2.67	987 /0.04	Gas Sales-WI:	2,634.32	0.11
	Roy NRI:	0.00003992		Net Income:	2,634.32	0.11
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
01/2018	GAS	$/MCF:2.70	1,660 /0.07	Gas Sales-WI:	4,481.57	0.18
	Roy NRI:	0.00003992		Net Income:	4,481.57	0.18
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2018	GAS	$/MCF:3.60	1,333 /0.05	Gas Sales-WI:	4,798.41	0.19
	Roy NRI:	0.00003992		Net Income:	4,798.41	0.19
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2015	PRD	$/GAL:0.26	2,594.76-/0.10-	NGL Sales-WI:	662.78-	0.03-
	Roy NRI:	0.00003992		Net Income:	662.78-	0.03-

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2015	PRD	$/GAL:0.26	2,594.76 /0.10	NGL Sales-WI:	662.78	0.03
	Roy NRI:	0.00003992		Net Income:	662.78	0.03
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2015	PRD	$/GAL:0.24	4,834.62-/0.19-	NGL Sales-WI:	1,148.23-	0.05-
	Roy NRI:	0.00003992		Net Income:	1,148.23-	0.05-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2015	PRD	$/GAL:0.24	4,834.62 /0.19	NGL Sales-WI:	1,148.23	0.05
	Roy NRI:	0.00003992		Net Income:	1,148.23	0.05
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
09/2015	PRD	$/GAL:0.27	4,803.96-/0.19-	NGL Sales-WI:	1,300.97-	0.05-
	Roy NRI:	0.00003992		Net Income:	1,300.97-	0.05-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
09/2015	PRD	$/GAL:0.27	4,803.96 /0.19	NGL Sales-WI:	1,300.97	0.05
	Roy NRI:	0.00003992		Net Income:	1,300.97	0.05
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2015	PRD	$/GAL:0.27	7,229.04-/0.29-	NGL Sales-WI:	1,942.02-	0.08-
	Roy NRI:	0.00003992		Net Income:	1,942.02-	0.08-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2015	PRD	$/GAL:0.27	7,229.04 /0.29	NGL Sales-WI:	1,942.02	0.08
	Roy NRI:	0.00003992		Net Income:	1,942.02	0.08
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
11/2015	PRD	$/GAL:0.24	5,638.50-/0.23-	NGL Sales-WI:	1,376.88-	0.05-
	Roy NRI:	0.00003992		Net Income:	1,376.88-	0.05-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
11/2015	PRD	$/GAL:0.24	5,638.50 /0.23	NGL Sales-WI:	1,376.88	0.05
	Roy NRI:	0.00003992		Net Income:	1,376.88	0.05
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
12/2015	PRD	$/GAL:0.21	5,693.52-/0.23-	NGL Sales-WI:	1,177.46-	0.05-
	Roy NRI:	0.00003992		Net Income:	1,177.46-	0.05-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
12/2015	PRD	$/GAL:0.21	5,693.52 /0.23	NGL Sales-WI:	1,177.46	0.05
	Roy NRI:	0.00003992		Net Income:	1,177.46	0.05
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
01/2016	PRD	$/GAL:0.16	5,760.30-/0.23-	NGL Sales-WI:	941.67-	0.04-
	Roy NRI:	0.00003992		Net Income:	941.67-	0.04-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
01/2016	PRD	$/GAL:0.16	5,760.30 /0.23	NGL Sales-WI:	941.67	0.04
	Roy NRI:	0.00003992		Net Income:	941.67	0.04
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2016	PRD	$/GAL:0.17	4,764.48-/0.19-	NGL Sales-WI:	800.15-	0.03-
	Roy NRI:	0.00003992		Net Income:	800.15-	0.03-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2016	PRD	$/GAL:0.17	4,764.48 /0.19	NGL Sales-WI:	800.15	0.03
	Roy NRI:	0.00003992		Net Income:	800.15	0.03
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
03/2016	PRD	$/GAL:0.22	4,467.54-/0.18-	NGL Sales-WI:	986.41-	0.04-
	Roy NRI:	0.00003992		Net Income:	986.41-	0.04-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
03/2016	PRD	$/GAL:0.22	4,467.54 /0.18	NGL Sales-WI:	986.41	0.04
	Roy NRI:	0.00003992		Net Income:	986.41	0.04
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
04/2016	PRD	$/GAL:0.24	4,342.38-/0.17-	NGL Sales-WI:	1,027.80-	0.04-
	Roy NRI:	0.00003992		Net Income:	1,027.80-	0.04-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
04/2016	PRD	$/GAL:0.24	4,342.38 /0.17	NGL Sales-WI:	1,027.80	0.04
	Roy NRI:	0.00003992		Net Income:	1,027.80	0.04
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
05/2016	PRD	$/GAL:0.27	4,771.62-/0.19-	NGL Sales-WI:	1,293.18-	0.05-
	Roy NRI:	0.00003992		Net Income:	1,293.18-	0.05-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
05/2016	PRD	$/GAL:0.27	4,771.62 /0.19	NGL Sales-WI:	1,293.18	0.05
	Roy NRI:	0.00003992		Net Income:	1,293.18	0.05

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
06/2016	PRD	$/GAL:0.28	4,098.36-/0.16-	NGL Sales-WI:	1,166.10-	0.05-
	Roy NRI:	0.00003992		Net Income:	1,166.10-	0.05-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
06/2016	PRD	$/GAL:0.28	4,098.36 /0.16	NGL Sales-WI:	1,166.10	0.05
	Roy NRI:	0.00003992		Net Income:	1,166.10	0.05
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2016	PRD	$/GAL:0.38	5,321.82-/0.21-	NGL Sales-WI:	2,031.86-	0.08-
	Roy NRI:	0.00003992		Net Income:	2,031.86-	0.08-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2016	PRD	$/GAL:0.38	5,321.82 /0.21	NGL Sales-WI:	2,031.86	0.08
	Roy NRI:	0.00003992		Net Income:	2,031.86	0.08
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2016	PRD	$/GAL:0.34	5,394.90-/0.22-	NGL Sales-WI:	1,845.82-	0.07-
	Roy NRI:	0.00003992		Net Income:	1,845.82-	0.07-
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2016	PRD	$/GAL:0.34	5,394.90 /0.22	NGL Sales-WI:	1,845.82	0.07
	Roy NRI:	0.00003992		Net Income:	1,845.82	0.07
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
04/2017	PRD	$/GAL:0.60	2,985.40 /0.12	NGL Sales-WI:	1,789.50	0.07
	Roy NRI:	0.00003992		Net Income:	1,789.50	0.07
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
05/2017	PRD	$/GAL:0.73	2,874.04 /0.11	NGL Sales-WI:	2,110.63	0.08
	Roy NRI:	0.00003992		Net Income:	2,110.63	0.08
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
06/2017	PRD	$/GAL:0.37	1,858.47 /0.07	NGL Sales-WI:	695.01	0.03
	Roy NRI:	0.00003992		Net Income:	695.01	0.03
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
07/2017	PRD	$/GAL:0.58	2,259.60 /0.09	NGL Sales-WI:	1,315.69	0.05
	Roy NRI:	0.00003992		Net Income:	1,315.69	0.05
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
08/2017	PRD	$/GAL:0.66	2,452.80 /0.10	NGL Sales-WI:	1,613.03	0.06
	Roy NRI:	0.00003992		Net Income:	1,613.03	0.06
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
09/2017	PRD	$/GAL:0.70	2,472.96 /0.10	NGL Sales-WI:	1,741.47	0.07
	Roy NRI:	0.00003992		Net Income:	1,741.47	0.07
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
10/2017	PRD	$/GAL:0.57	3,556.98 /0.14	NGL Sales-WI:	2,032.29	0.08
	Roy NRI:	0.00003992		Net Income:	2,032.29	0.08
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
11/2017	PRD	$/GAL:0.65	3,833.76 /0.15	NGL Sales-WI:	2,502.52	0.10
	Roy NRI:	0.00003992		Net Income:	2,502.52	0.10
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
01/2018	PRD	$/GAL:0.77	4,055.94 /0.16	NGL Sales-WI:	3,124.06	0.12
	Roy NRI:	0.00003992		Net Income:	3,124.06	0.12
Property: (13589-005) CHADWICK-MCLENDON #5 County: PANOLA, TX API: 4236533694						
02/2018	PRD	$/GAL:0.79	3,188.64 /0.13	NGL Sales-WI:	2,514.24	0.10
	Roy NRI:	0.00003992		Net Income:	2,514.24	0.10
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
01/2014	CND	$/BBL:92.66	37.14-/0.00-	Condensate Sales-WI:	3,441.43-	0.07-
	Roy NRI:	0.00001923		Net Income:	3,441.43-	0.07-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
01/2014	CND	$/BBL:92.66	37.14 /0.00	Condensate Sales-WI:	3,441.43	0.07
	Roy NRI:	0.00001923		Net Income:	3,441.43	0.07
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
03/2014	CND	$/BBL:99.51	36.89-/0.00-	Condensate Sales-WI:	3,671.07-	0.07-
	Roy NRI:	0.00001923		Net Income:	3,671.07-	0.07-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
03/2014	CND	$/BBL:99.52	36.72 /0.00	Condensate Sales-WI:	3,654.23	0.07
	Roy NRI:	0.00001923		Net Income:	3,654.23	0.07
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
04/2014	CND	$/BBL:101.18	26.87-/0.00-	Condensate Sales-WI:	2,718.65-	0.05-
	Roy NRI:	0.00001923		Net Income:	2,718.65-	0.05-

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
04/2014	CND	$/BBL:101.23	26.80 /0.00	Condensate Sales-WI:	2,712.91	0.05
	Roy NRI:	0.00001923		Net Income:	2,712.91	0.05
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2015	CND	$/BBL:45.93	17.79-/0.00-	Condensate Sales-WI:	817.05-	0.02-
	Roy NRI:	0.00001923		Net Income:	817.05-	0.02-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2015	CND	$/BBL:47.37	17.80 /0.00	Condensate Sales-WI:	843.27	0.02
	Roy NRI:	0.00001923		Net Income:	843.27	0.02
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
05/2017	CND	$/BBL:45.22	11.94 /0.00	Condensate Sales-WI:	539.97	0.01
	Roy NRI:	0.00001923		Net Income:	539.97	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
06/2017	CND	$/BBL:41.99	6.87 /0.00	Condensate Sales-WI:	288.49	0.01
	Roy NRI:	0.00001923		Net Income:	288.49	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
07/2017	CND	$/BBL:44.38	8.84 /0.00	Condensate Sales-WI:	392.29	0.01
	Roy NRI:	0.00001923		Net Income:	392.29	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
08/2017	CND	$/BBL:46.12	10.70 /0.00	Condensate Sales-WI:	493.51	0.01
	Roy NRI:	0.00001923		Net Income:	493.51	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
09/2017	CND	$/BBL:47.52	13.34 /0.00	Condensate Sales-WI:	633.94	0.01
	Roy NRI:	0.00001923		Net Income:	633.94	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
10/2017	CND	$/BBL:48.64	11.09 /0.00	Condensate Sales-WI:	539.44	0.01
	Roy NRI:	0.00001923		Net Income:	539.44	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
10/2017	CND	$/BBL:48.64	11.09-/0.00-	Condensate Sales-WI:	539.44-	0.01-
	Roy NRI:	0.00001923		Net Income:	539.44-	0.01-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
10/2017	CND	$/BBL:49.13	11.09 /0.00	Condensate Sales-WI:	544.80	0.01
	Roy NRI:	0.00001923		Net Income:	544.80	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
11/2017	CND	$/BBL:54.59	8.14 /0.00	Condensate Sales-WI:	444.33	0.01
	Roy NRI:	0.00001923		Net Income:	444.33	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
12/2017	CND	$/BBL:56.01	11.52 /0.00	Condensate Sales-WI:	645.27	0.01
	Roy NRI:	0.00001923		Net Income:	645.27	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2018	CND	$/BBL:60.45	12.68 /0.00	Condensate Sales-WI:	766.52	0.01
	Roy NRI:	0.00001923		Net Income:	766.52	0.01
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
03/2018	CND	$/BBL:61.36	16.20 /0.00	Condensate Sales-WI:	994.05	0.02
	Roy NRI:	0.00001923		Net Income:	994.05	0.02
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
11/2015	GAS	$/MCF:1.99	2,183.06-/0.04-	Gas Sales-WI:	4,353.59-	0.08-
	Roy NRI:	0.00001923		Net Income:	4,353.59-	0.08-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
11/2015	GAS	$/MCF:1.99	2,183.06 /0.04	Gas Sales-WI:	4,353.59	0.08
	Roy NRI:	0.00001923		Net Income:	4,353.59	0.08
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
12/2015	GAS	$/MCF:2.12	2,179.63-/0.04-	Gas Sales-WI:	4,629.69-	0.09-
	Roy NRI:	0.00001923		Net Income:	4,629.69-	0.09-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
12/2015	GAS	$/MCF:2.12	2,179.63 /0.04	Gas Sales-WI:	4,629.69	0.09
	Roy NRI:	0.00001923		Net Income:	4,629.69	0.09
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
01/2016	GAS	$/MCF:2.16	2,149.83-/0.04-	Gas Sales-WI:	4,651.60-	0.09-
	Roy NRI:	0.00001923		Net Income:	4,651.60-	0.09-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
01/2016	GAS	$/MCF:2.16	2,149.83 /0.04	Gas Sales-WI:	4,651.60	0.09
	Roy NRI:	0.00001923		Net Income:	4,651.60	0.09

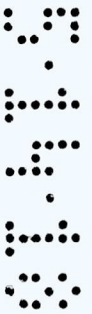
Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2016	GAS	$/MCF:2.16	2,004.25-/0.04-	Gas Sales-WI:	4,338.33-	0.08-
	Roy NRI:	0.00001923		Net Income:	4,338.33-	0.08-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2016	GAS	$/MCF:2.16	2,004.25 /0.04	Gas Sales-WI:	4,338.33	0.08
	Roy NRI:	0.00001923		Net Income:	4,338.33	0.08
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
03/2016	GAS	$/MCF:1.64	1,872.30-/0.04-	Gas Sales-WI:	3,063.34-	0.06-
	Roy NRI:	0.00001923		Net Income:	3,063.34-	0.06-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
03/2016	GAS	$/MCF:1.64	1,872.31 /0.04	Gas Sales-WI:	3,063.34	0.06
	Roy NRI:	0.00001923		Net Income:	3,063.34	0.06
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
04/2016	GAS	$/MCF:1.81	2,288.92-/0.04-	Gas Sales-WI:	4,133.23-	0.08-
	Roy NRI:	0.00001923		Net Income:	4,133.23-	0.08-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
04/2016	GAS	$/MCF:1.81	2,288.92 /0.04	Gas Sales-WI:	4,133.23	0.08
	Roy NRI:	0.00001923		Net Income:	4,133.23	0.08
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
05/2016	GAS	$/MCF:1.88	2,216.93-/0.04-	Gas Sales-WI:	4,159.82-	0.08-
	Roy NRI:	0.00001923		Net Income:	4,159.82-	0.08-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
05/2016	GAS	$/MCF:1.88	2,216.93 /0.04	Gas Sales-WI:	4,159.82	0.08
	Roy NRI:	0.00001923		Net Income:	4,159.82	0.08
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
06/2016	GAS	$/MCF:1.81	1,940.49-/0.04-	Gas Sales-WI:	3,506.32-	0.07-
	Roy NRI:	0.00001923		Net Income:	3,506.32-	0.07-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
06/2016	GAS	$/MCF:1.81	1,940.49 /0.04	Gas Sales-WI:	3,506.32	0.07
	Roy NRI:	0.00001923		Net Income:	3,506.32	0.07
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
07/2016	GAS	$/MCF:2.69	1,968.83-/0.04-	Gas Sales-WI:	5,301.02-	0.10-
	Roy NRI:	0.00001923		Net Income:	5,301.02-	0.10-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
07/2016	GAS	$/MCF:2.69	1,968.83 /0.04	Gas Sales-WI:	5,301.02	0.10
	Roy NRI:	0.00001923		Net Income:	5,301.02	0.10
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
08/2016	GAS	$/MCF:2.70	1,881.03-/0.04-	Gas Sales-WI:	5,086.64-	0.10-
	Roy NRI:	0.00001923		Net Income:	5,086.64-	0.10-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
08/2016	GAS	$/MCF:2.70	1,881.03 /0.04	Gas Sales-WI:	5,086.64	0.10
	Roy NRI:	0.00001923		Net Income:	5,086.64	0.10
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
04/2017	GAS	$/MCF:3.11	1,811.02 /0.03	Gas Sales-WI:	5,629.85	0.11
	Roy NRI:	0.00001923		Net Income:	5,629.85	0.11
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
05/2017	GAS	$/MCF:3.06	1,977.97 /0.04	Gas Sales-WI:	6,053.64	0.12
	Roy NRI:	0.00001923		Net Income:	6,053.64	0.12
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
06/2017	GAS	$/MCF:3.15	1,829 /0.04	Gas Sales-WI:	5,765.37	0.11
	Roy NRI:	0.00001923		Net Income:	5,765.37	0.11
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
07/2017	GAS	$/MCF:2.98	1,963 /0.04	Gas Sales-WI:	5,841.90	0.11
	Roy NRI:	0.00001923		Net Income:	5,841.90	0.11
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
08/2017	GAS	$/MCF:2.88	2,168 /0.04	Gas Sales-WI:	6,236.00	0.12
	Roy NRI:	0.00001923		Net Income:	6,236.00	0.12
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
09/2017	GAS	$/MCF:2.88	2,025 /0.04	Gas Sales-WI:	5,828.75	0.11
	Roy NRI:	0.00001923		Net Income:	5,828.75	0.11
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
10/2017	GAS	$/MCF:2.90	1,890 /0.04	Gas Sales-WI:	5,478.32	0.11
	Roy NRI:	0.00001923		Net Income:	5,478.32	0.11

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
11/2017	GAS	$/MCF:2.67	1,783 /0.03	Gas Sales-WI:	4,758.86	0.09
	Roy NRI:	0.00001923		Net Income:	4,758.86	0.09
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
01/2018	GAS	$/MCF:2.70	1,697 /0.03	Gas Sales-WI:	4,581.49	0.09
	Roy NRI:	0.00001923		Net Income:	4,581.49	0.09
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2018	GAS	$/MCF:3.60	1,670 /0.03	Gas Sales-WI:	6,011.56	0.12
	Roy NRI:	0.00001923		Net Income:	6,011.56	0.12
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
11/2015	PRD	$/GAL:0.24	5,798.52-/0.11-	NGL Sales-WI:	1,414.89-	0.03-
	Roy NRI:	0.00001923		Net Income:	1,414.89-	0.03-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
11/2015	PRD	$/GAL:0.24	5,798.52 /0.11	NGL Sales-WI:	1,414.89	0.03
	Roy NRI:	0.00001923		Net Income:	1,414.89	0.03
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
12/2015	PRD	$/GAL:0.21	6,069.84-/0.12-	NGL Sales-WI:	1,254.44-	0.02-
	Roy NRI:	0.00001923		Net Income:	1,254.44-	0.02-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
12/2015	PRD	$/GAL:0.21	6,069.84 /0.12	NGL Sales-WI:	1,254.44	0.02
	Roy NRI:	0.00001923		Net Income:	1,254.44	0.02
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
01/2016	PRD	$/GAL:0.16	6,510-/0.13-	NGL Sales-WI:	1,063.62-	0.02-
	Roy NRI:	0.00001923		Net Income:	1,063.62-	0.02-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
01/2016	PRD	$/GAL:0.16	6,510 /0.13	NGL Sales-WI:	1,063.62	0.02
	Roy NRI:	0.00001923		Net Income:	1,063.62	0.02
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2016	PRD	$/GAL:0.17	6,180.72-/0.12-	NGL Sales-WI:	1,037.94-	0.02-
	Roy NRI:	0.00001923		Net Income:	1,037.94-	0.02-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2016	PRD	$/GAL:0.17	6,180.72 /0.12	NGL Sales-WI:	1,037.94	0.02
	Roy NRI:	0.00001923		Net Income:	1,037.94	0.02
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
03/2016	PRD	$/GAL:0.22	5,845.98-/0.11-	NGL Sales-WI:	1,290.54-	0.02-
	Roy NRI:	0.00001923		Net Income:	1,290.54-	0.02-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
03/2016	PRD	$/GAL:0.22	5,845.98 /0.11	NGL Sales-WI:	1,290.54	0.02
	Roy NRI:	0.00001923		Net Income:	1,290.54	0.02
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
04/2016	PRD	$/GAL:0.24	6,945.96-/0.13-	NGL Sales-WI:	1,643.85-	0.03-
	Roy NRI:	0.00001923		Net Income:	1,643.85-	0.03-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
04/2016	PRD	$/GAL:0.24	6,945.96 /0.13	NGL Sales-WI:	1,643.85	0.03
	Roy NRI:	0.00001923		Net Income:	1,643.85	0.03
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
05/2016	PRD	$/GAL:0.27	6,386.10-/0.12-	NGL Sales-WI:	1,730.57-	0.03-
	Roy NRI:	0.00001923		Net Income:	1,730.57-	0.03-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
05/2016	PRD	$/GAL:0.27	6,386.10 /0.12	NGL Sales-WI:	1,730.57	0.03
	Roy NRI:	0.00001923		Net Income:	1,730.57	0.03
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
06/2016	PRD	$/GAL:0.28	5,460.42-/0.11-	NGL Sales-WI:	1,553.43-	0.03-
	Roy NRI:	0.00001923		Net Income:	1,553.43-	0.03-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
06/2016	PRD	$/GAL:0.28	5,460.42 /0.11	NGL Sales-WI:	1,553.43	0.03
	Roy NRI:	0.00001923		Net Income:	1,553.43	0.03
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
07/2016	PRD	$/GAL:0.38	7,667.52-/0.15-	NGL Sales-WI:	2,927.07-	0.06-
	Roy NRI:	0.00001923		Net Income:	2,927.07-	0.06-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
07/2016	PRD	$/GAL:0.38	7,667.52 /0.15	NGL Sales-WI:	2,927.07	0.06
	Roy NRI:	0.00001923		Net Income:	2,927.07	0.06

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
08/2016	PRD	$/GAL:0.34	7,359.66-/0.14-	NGL Sales-WI:	2,517.71-	0.05-
	Roy NRI:	0.00001923		Net Income:	2,517.71-	0.05-
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
08/2016	PRD	$/GAL:0.34	7,359.66 /0.14	NGL Sales-WI:	2,517.71	0.05
	Roy NRI:	0.00001923		Net Income:	2,517.71	0.05
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
04/2017	PRD	$/GAL:0.60	4,687.70 /0.09	NGL Sales-WI:	2,809.90	0.05
	Roy NRI:	0.00001923		Net Income:	2,809.90	0.05
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
05/2017	PRD	$/GAL:0.73	5,024.32 /0.10	NGL Sales-WI:	3,689.81	0.07
	Roy NRI:	0.00001923		Net Income:	3,689.81	0.07
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
06/2017	PRD	$/GAL:0.37	3,881.23 /0.07	NGL Sales-WI:	1,451.45	0.03
	Roy NRI:	0.00001923		Net Income:	1,451.45	0.03
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
07/2017	PRD	$/GAL:0.58	5,138.28 /0.10	NGL Sales-WI:	2,991.88	0.06
	Roy NRI:	0.00001923		Net Income:	2,991.88	0.06
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
08/2017	PRD	$/GAL:0.66	5,649 /0.11	NGL Sales-WI:	3,714.96	0.07
	Roy NRI:	0.00001923		Net Income:	3,714.96	0.07
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
09/2017	PRD	$/GAL:0.70	5,082.84 /0.10	NGL Sales-WI:	3,579.36	0.07
	Roy NRI:	0.00001923		Net Income:	3,579.36	0.07
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
10/2017	PRD	$/GAL:0.57	7,445.76 /0.14	NGL Sales-WI:	4,254.17	0.08
	Roy NRI:	0.00001923		Net Income:	4,254.17	0.08
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
11/2017	PRD	$/GAL:0.65	6,925.80 /0.13	NGL Sales-WI:	4,520.83	0.09
	Roy NRI:	0.00001923		Net Income:	4,520.83	0.09
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
01/2018	PRD	$/GAL:0.77	4,147.50 /0.08	NGL Sales-WI:	3,194.63	0.06
	Roy NRI:	0.00001923		Net Income:	3,194.63	0.06
Property: (13589-006) CHADWICK-MCLENDON #6 County: PANOLA, TX API: 4236533780						
02/2018	PRD	$/GAL:0.79	3,994.62 /0.08	NGL Sales-WI:	3,149.76	0.06
	Roy NRI:	0.00001923		Net Income:	3,149.76	0.06
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
07/2015	GAS	$/MCF:2.71	84.36-/0.00-	Gas Sales-WI:	228.73-	0.00
	Roy NRI:	0.00001100		Net Income:	228.73-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
07/2015	GAS	$/MCF:2.71	84.36 /0.00	Gas Sales-WI:	228.73	0.00
	Roy NRI:	0.00001100		Net Income:	228.73	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
08/2015	GAS	$/MCF:2.76	63.26-/0.00-	Gas Sales-WI:	174.62-	0.00
	Roy NRI:	0.00001100		Net Income:	174.62-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
08/2015	GAS	$/MCF:2.76	63.26 /0.00	Gas Sales-WI:	174.62	0.00
	Roy NRI:	0.00001100		Net Income:	174.62	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
09/2015	GAS	$/MCF:2.55	76.19-/0.00-	Gas Sales-WI:	194.29-	0.00
	Roy NRI:	0.00001100		Net Income:	194.29-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
09/2015	GAS	$/MCF:2.55	76.19 /0.00	Gas Sales-WI:	194.29	0.00
	Roy NRI:	0.00001100		Net Income:	194.29	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
10/2015	GAS	$/MCF:2.43	83.96-/0.00-	Gas Sales-WI:	204.01-	0.00
	Roy NRI:	0.00001100		Net Income:	204.01-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
10/2015	GAS	$/MCF:2.43	83.96 /0.00	Gas Sales-WI:	204.01	0.00
	Roy NRI:	0.00001100		Net Income:	204.01	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
11/2015	GAS	$/MCF:2.00	77.05-/0.00-	Gas Sales-WI:	153.78-	0.00
	Roy NRI:	0.00001100		Net Income:	153.78-	0.00

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
11/2015	GAS	$/MCF:2.00	77.05 /0.00	Gas Sales-WI:	153.78	0.00
	Roy NRI:	0.00001100		Net Income:	153.78	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
12/2015	GAS	$/MCF:2.12	56.91-/0.00-	Gas Sales-WI:	120.82-	0.00
	Roy NRI:	0.00001100		Net Income:	120.82-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
12/2015	GAS	$/MCF:2.12	56.91 /0.00	Gas Sales-WI:	120.82	0.00
	Roy NRI:	0.00001100		Net Income:	120.82	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
01/2016	GAS	$/MCF:2.16	92.40-/0.00-	Gas Sales-WI:	199.96-	0.00
	Roy NRI:	0.00001100		Net Income:	199.96-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
01/2016	GAS	$/MCF:2.16	92.40 /0.00	Gas Sales-WI:	199.96	0.00
	Roy NRI:	0.00001100		Net Income:	199.96	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
02/2016	GAS	$/MCF:2.16	55.12-/0.00-	Gas Sales-WI:	119.26-	0.00
	Roy NRI:	0.00001100		Net Income:	119.26-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
02/2016	GAS	$/MCF:2.16	55.12 /0.00	Gas Sales-WI:	119.26	0.00
	Roy NRI:	0.00001100		Net Income:	119.26	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
03/2016	GAS	$/MCF:1.64	59.43-/0.00-	Gas Sales-WI:	97.34-	0.00
	Roy NRI:	0.00001100		Net Income:	97.34-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
03/2016	GAS	$/MCF:1.64	59.43 /0.00	Gas Sales-WI:	97.34	0.00
	Roy NRI:	0.00001100		Net Income:	97.34	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
04/2016	GAS	$/MCF:1.81	50.47-/0.00-	Gas Sales-WI:	91.20-	0.00
	Roy NRI:	0.00001100		Net Income:	91.20-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
04/2016	GAS	$/MCF:1.81	50.47 /0.00	Gas Sales-WI:	91.20	0.00
	Roy NRI:	0.00001100		Net Income:	91.20	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
05/2016	GAS	$/MCF:1.88	73.68-/0.00-	Gas Sales-WI:	138.31-	0.00
	Roy NRI:	0.00001100		Net Income:	138.31-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
05/2016	GAS	$/MCF:1.88	73.68 /0.00	Gas Sales-WI:	138.31	0.00
	Roy NRI:	0.00001100		Net Income:	138.31	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
06/2016	GAS	$/MCF:1.81	102.13-/0.00-	Gas Sales-WI:	184.65-	0.00
	Roy NRI:	0.00001100		Net Income:	184.65-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
06/2016	GAS	$/MCF:1.81	102.13 /0.00	Gas Sales-WI:	184.65	0.00
	Roy NRI:	0.00001100		Net Income:	184.65	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
07/2016	GAS	$/MCF:2.69	59.10-/0.00-	Gas Sales-WI:	159.15-	0.00
	Roy NRI:	0.00001100		Net Income:	159.15-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
07/2016	GAS	$/MCF:2.69	59.10 /0.00	Gas Sales-WI:	159.15	0.00
	Roy NRI:	0.00001100		Net Income:	159.15	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
08/2016	GAS	$/MCF:2.70	46.31-/0.00-	Gas Sales-WI:	125.25-	0.00
	Roy NRI:	0.00001100		Net Income:	125.25-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
08/2016	GAS	$/MCF:2.70	46.31 /0.00	Gas Sales-WI:	125.25	0.00
	Roy NRI:	0.00001100		Net Income:	125.25	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
04/2017	GAS	$/MCF:3.11	30.01 /0.00	Gas Sales-WI:	93.30	0.00
	Roy NRI:	0.00001100		Net Income:	93.30	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
05/2017	GAS	$/MCF:3.06	37.01 /0.00	Gas Sales-WI:	113.28	0.00
	Roy NRI:	0.00001100		Net Income:	113.28	0.00

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
07/2015	PRD	$/GAL:0.26	266.70-/0.00-	NGL Sales-WI:	68.03-	0.00
	Roy NRI:	0.00001100		Net Income:	68.03-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
07/2015	PRD	$/GAL:0.26	266.70 /0.00	NGL Sales-WI:	68.03	0.00
	Roy NRI:	0.00001100		Net Income:	68.03	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
08/2015	PRD	$/GAL:0.24	197.82-/0.00-	NGL Sales-WI:	46.96-	0.00
	Roy NRI:	0.00001100		Net Income:	46.96-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
08/2015	PRD	$/GAL:0.24	197.82 /0.00	NGL Sales-WI:	46.96	0.00
	Roy NRI:	0.00001100		Net Income:	46.96	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
09/2015	PRD	$/GAL:0.27	239.40-/0.00-	NGL Sales-WI:	64.84-	0.00
	Roy NRI:	0.00001100		Net Income:	64.84-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
09/2015	PRD	$/GAL:0.27	239.40 /0.00	NGL Sales-WI:	64.84	0.00
	Roy NRI:	0.00001100		Net Income:	64.84	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
10/2015	PRD	$/GAL:0.27	254.10-/0.00-	NGL Sales-WI:	68.26-	0.00
	Roy NRI:	0.00001100		Net Income:	68.26-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
10/2015	PRD	$/GAL:0.27	254.10 /0.00	NGL Sales-WI:	68.26	0.00
	Roy NRI:	0.00001100		Net Income:	68.26	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
11/2015	PRD	$/GAL:0.24	204.54-/0.00-	NGL Sales-WI:	50.07-	0.00
	Roy NRI:	0.00001100		Net Income:	50.07-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
11/2015	PRD	$/GAL:0.24	204.54 /0.00	NGL Sales-WI:	50.07	0.00
	Roy NRI:	0.00001100		Net Income:	50.07	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
12/2015	PRD	$/GAL:0.21	158.34-/0.00-	NGL Sales-WI:	32.81-	0.00
	Roy NRI:	0.00001100		Net Income:	32.81-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
12/2015	PRD	$/GAL:0.21	158.34 /0.00	NGL Sales-WI:	32.81	0.00
	Roy NRI:	0.00001100		Net Income:	32.81	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
01/2016	PRD	$/GAL:0.16	279.72-/0.00-	NGL Sales-WI:	45.71-	0.00
	Roy NRI:	0.00001100		Net Income:	45.71-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
01/2016	PRD	$/GAL:0.16	279.72 /0.00	NGL Sales-WI:	45.71	0.00
	Roy NRI:	0.00001100		Net Income:	45.71	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
02/2016	PRD	$/GAL:0.17	170.10-/0.00-	NGL Sales-WI:	28.61-	0.00
	Roy NRI:	0.00001100		Net Income:	28.61-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
02/2016	PRD	$/GAL:0.17	170.10 /0.00	NGL Sales-WI:	28.61	0.00
	Roy NRI:	0.00001100		Net Income:	28.61	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
03/2016	PRD	$/GAL:0.22	185.64-/0.00-	NGL Sales-WI:	41.05-	0.00
	Roy NRI:	0.00001100		Net Income:	41.05-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
03/2016	PRD	$/GAL:0.22	185.64 /0.00	NGL Sales-WI:	41.05	0.00
	Roy NRI:	0.00001100		Net Income:	41.05	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
04/2016	PRD	$/GAL:0.24	153.30-/0.00-	NGL Sales-WI:	36.23-	0.00
	Roy NRI:	0.00001100		Net Income:	36.23-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
04/2016	PRD	$/GAL:0.24	153.30 /0.00	NGL Sales-WI:	36.23	0.00
	Roy NRI:	0.00001100		Net Income:	36.23	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
05/2016	PRD	$/GAL:0.27	212.10-/0.00-	NGL Sales-WI:	57.69-	0.00
	Roy NRI:	0.00001100		Net Income:	57.69-	0.00



From: CWPLCO, Inc.
To: THE COMMISSIONER OF THE

For Checks Dated 05/10/2018
Account: 2901 Page 12

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
05/2016	PRD	$/GAL:0.27	212.10 /0.00	NGL Sales-WI:	57.69	0.00
	Roy NRI:	0.00001100		Net Income:	57.69	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
06/2016	PRD	$/GAL:0.28	287.28-/0.00-	NGL Sales-WI:	81.87-	0.00
	Roy NRI:	0.00001100		Net Income:	81.87-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
06/2016	PRD	$/GAL:0.28	287.28 /0.00	NGL Sales-WI:	81.87	0.00
	Roy NRI:	0.00001100		Net Income:	81.87	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
07/2016	PRD	$/GAL:0.38	230.16-/0.00-	NGL Sales-WI:	87.93-	0.00
	Roy NRI:	0.00001100		Net Income:	87.93-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
07/2016	PRD	$/GAL:0.38	230.16 /0.00	NGL Sales-WI:	87.93	0.00
	Roy NRI:	0.00001100		Net Income:	87.93	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
08/2016	PRD	$/GAL:0.34	181.02-/0.00-	NGL Sales-WI:	62.20-	0.00
	Roy NRI:	0.00001100		Net Income:	62.20-	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
08/2016	PRD	$/GAL:0.34	181.02 /0.00	NGL Sales-WI:	62.20	0.00
	Roy NRI:	0.00001100		Net Income:	62.20	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
04/2017	PRD	$/GAL:0.60	76.74 /0.00	NGL Sales-WI:	46.10	0.00
	Roy NRI:	0.00001100		Net Income:	46.10	0.00
Property: (13589-009) CHADWICK-MCLENDON #9 County: PANOLA, TX API: 4236534442						
05/2017	PRD	$/GAL:0.73	95.01 /0.00	NGL Sales-WI:	69.74	0.00
	Roy NRI:	0.00001100		Net Income:	69.74	0.00

Owner#:	Check#/Date	Gross Revenue:	Working	Royalty	Deductions	Withholding	Pmt Amount
2901	1006	Check Totals:		4.56			4.56
	05/10/2018	2018 Totals:		4.56			4.56

47.

File No. MF110343

Culberson County

Surface Damage Pmt

Date Filed: 6-29-2021

George P. Bush, Commissioner

By VR

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

MF110343

Check Number 0001782218

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ217091019b	09/10/2019		20,382.48	0.00	20,382.48

20701794

161

023492	Vendor	Check Date: 09/30/2019	Check Amount	20,382.48

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, TX 79701
Main: 432.571.7800

October 8, 2019

State of Texas
1700 N. Congress Ave., Suite 840
Austin, TX 78701-1495

Attn: Surface

Via Certified Mail

Re: 12" SWD line
Section 4 & 6, Block 60, T2
Culberson County, TX

Enclosed is Cimarex Energy Co. check number **0001782218** in the amount of Twenty Thousand Three Hundred Eighty Two Dollars and 48/100 **($20,382.48)** as payment to for a 12" produced water line (566.18 rods x $72.00/rod x 50% shared with the J&S Hacienda Esperanza LTD) associated with Cimarex' Triple Crown Gathering System – American Pharoah located in the above captioned land.

Please call Ned Polk at 432.620.1904 if you have any questions or concerns. Thank you very much.

Regards,

CIMAREX ENERGY CO.

Tish Maney
Land Technician
432.571.7892 (direct)

EXHIBIT "L"

SECTION 4, BLOCK 60, T-2,
T. & P. RR. CO. SURVEY, A-1249
CULBERSON COUNTY, TEXAS
EASEMENT PLAT

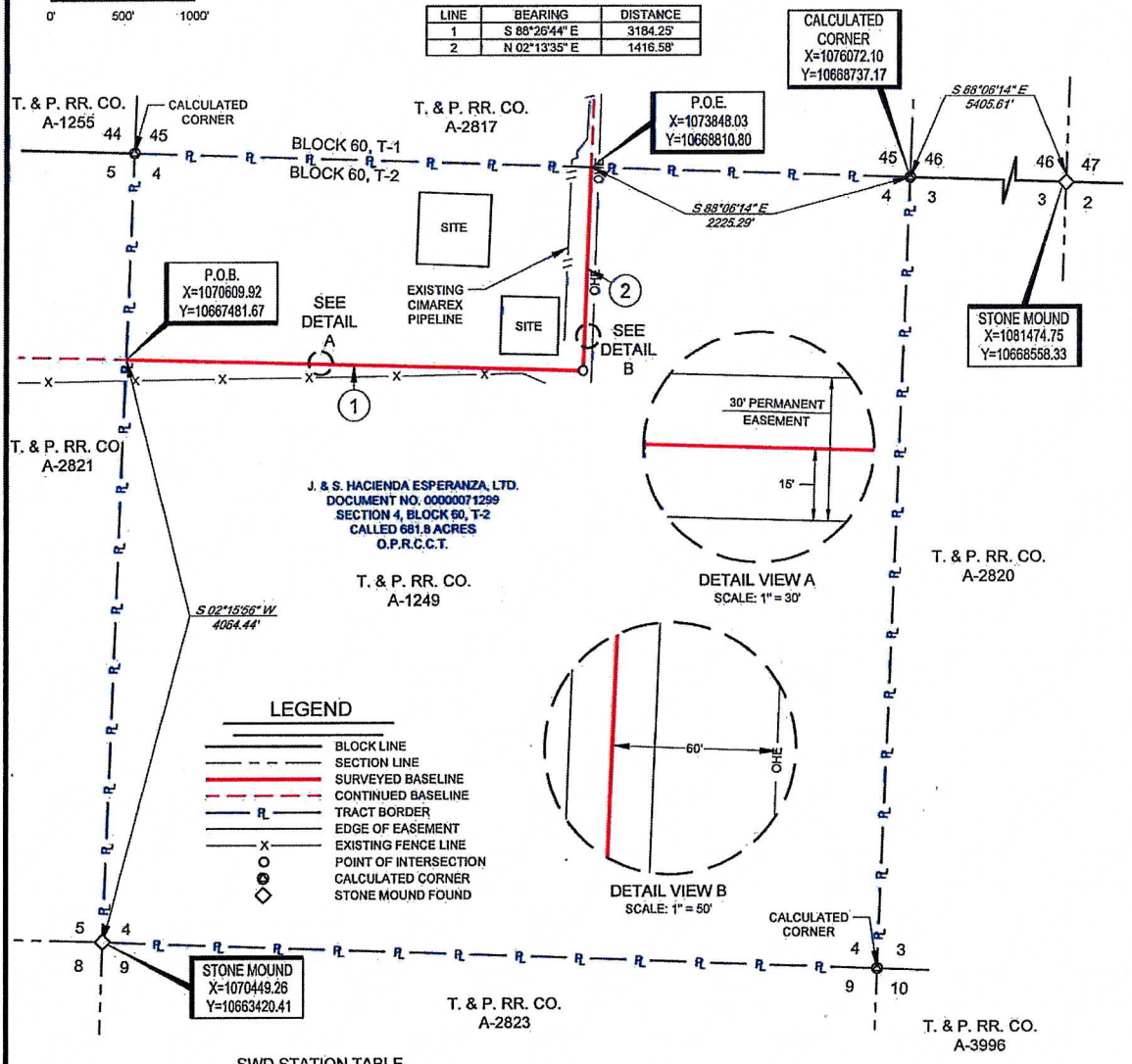
TOTAL LENGTH: 4,600.83 FEET OR 278.84 RODS
PERMANENT EASEMENT: 3.17 ACRES

CIMAREX

SCALE: 1" = 1000'
0' 500' 1000'

LINE TABLE

LINE	BEARING	DISTANCE
1	S 88°26'44" E	3184.25'
2	N 02°13'35" E	1416.58'



LEGEND

- BLOCK LINE
- SECTION LINE
- SURVEYED BASELINE
- CONTINUED BASELINE
- TRACT BORDER
- EDGE OF EASEMENT
- EXISTING FENCE LINE
- POINT OF INTERSECTION
- CALCULATED CORNER
- STONE MOUND FOUND

SWD STATION TABLE

STATION	DESCRIPTION	DEFLECTION	LAT. (DEC. DEG.)	LONG. (DEC. DEG.)
111+08.74	POB @ SECTION LINE		N31.8750320	W104.2833708
142+92.99	P.I. & L.T.	89°19'41"	N31.8751049	W104.2731137
157+09.56	POE @ SECTION LINE		N31.8789988	W104.2730980

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: March 13, 2017
Field note description of even date accompanies this plat.

AMERICAN PHARAOH 43-1 SWD EASEMENT	REVISION:
DATE: 03/29/17	
FILE: EP_AMERICAN_PHARAOH_43_1_SWD_SEC_4	
DRAWN BY: MEH	
SHEET: 1 OF 2	

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY CIMAREX ENERGY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. B.O.L./P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
6. E.O.L./P.O.E. = END OF LINE/POINT OF EXIT
7. O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, CULBERSON COUNTY, TEXAS

CIMAREX ENERGY

EXHIBIT "L"
CULBERSON COUNTY, TEXAS
30 FOOT WIDE SWD EASEMENT DESCRIPTION

March 29, 2017

A 30 foot wide permanent easement, 15 feet each side of a surveyed baseline as shown on sheet 1 of 2 of this Exhibit "L", being situated in Section 4, Block 60, T-2, of the T. & P. RR. CO. Survey, Abstract No. 1249, Culberson County, Texas, and being out of a called 681.80 acre tract of land described in a deed to J. and S. Hacienda Esperanza, LTD. recorded in Document No. 00000071299, Official Public Records, Culberson County, Texas, (O.P.R.C.C.T.), said 30 foot wide permanent easement being more particularly described along a surveyed baseline by centerline description as follows:

BEGINNING (P.O.B.) on the West line of said Section 4, from which a stone mound found for the Southwest corner of said Section 4, bears: South 02°15'56" West, a distance of 4,064.44 feet;

THENCE South 88°26'44" East, a distance of 3,184.25 feet;

THENCE North 02°13'35" East, a distance of 1,416.58 feet to a point on the North line of said Section 4, for the POINT OF EXIT (P.O.E.), and END OF THIS DESCRIPTION, from which the calculated Northeast corner of said Section 4, bears: South 88°06'14" East, a distance of 2,225.29 feet.

The above surveyed baseline traverses said Section 4 for a total distance of 4,600.83 feet or 278.84 rods.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Plat of even date accompanies this field note description.

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: March 13, 2017

Topographic Land Surveyors
1400 Everman Parkway
Suite 197
Fort Worth, TX 76140

EXHIBIT "F"

SECTION 6, BLOCK 60, T-2,
T. & P. RR. CO. SURVEY, A-1250
CULBERSON COUNTY, TEXAS
EASEMENT PLAT

TOTAL LENGTH: 4,741.17 FEET OR 287.34 RODS
PERMANENT EASEMENT: 3.27 ACRES

CIMAREX

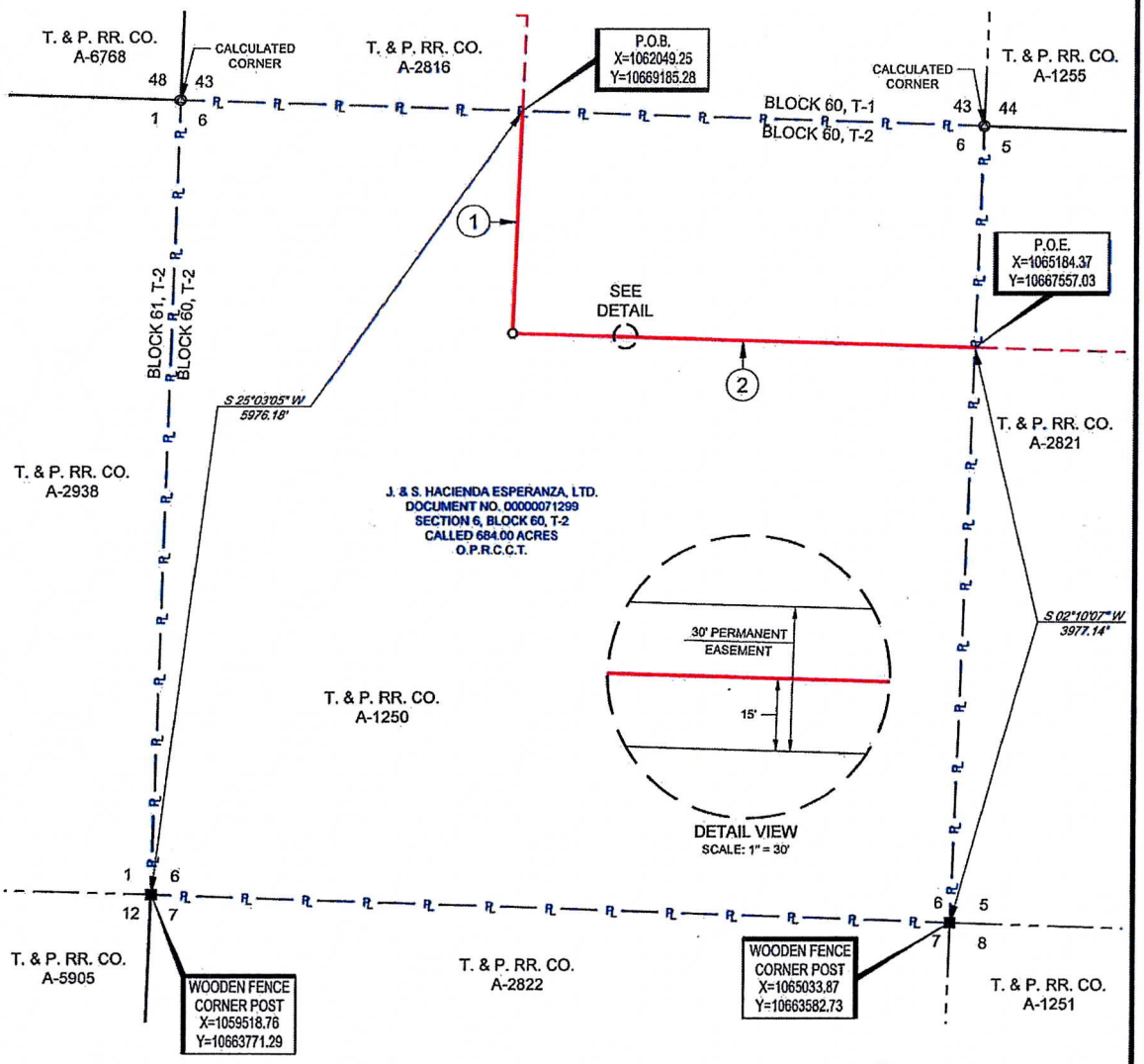
SCALE: 1" = 1000'
0' 500' 1000'

LEGEND

- BLOCK LINE
- SECTION LINE
- SURVEYED BASELINE
- CONTINUED BASELINE
- TRACT BORDER
- EDGE OF EASEMENT
- POINT OF INTERSECTION
- FENCE POST/CORNER
- CALCULATED CORNER

LINE TABLE

LINE	BEARING	DISTANCE
1	S 02°21'35" W	1541.37'
2	S 88°25'14" E	3199.80'



SWD STATION TABLE

STATION	DESCRIPTION	DEFLECTION	LAT. (DEC. DEG.)	LONG. (DEC. DEG.)
7+24.01	POB @ SECTION LINE		N31.8788736	W104.3111257
22+65.38	P.I. Δ L.T.	90°46'48"	N31.8746367	W104.3111526
54+65.18	POE @ SECTION LINE		N31.8747084	W104.3008455

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: March 13, 2017
Field note description of even date accompanies this plat.

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN
PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140 TELEPHONE:
(817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

AMERICAN PHAROAH 43-1 SWD EASEMENT	
DATE: 03/29/2017	
FILE: EP_AMERICAN_PHAROAH_43_1_SWD_SEC_6	
DRAWN BY: MEH	
SHEET: 1 OF 2	

REVISION:

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY CIMAREX ENERGY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. B.O.L./P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
6. E.O.L./P.O.E. = END OF LINE/POINT OF EXIT
7. O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, CULBERSON COUNTY, TEXAS

CIMAREX ENERGY

EXHIBIT "F"
CULBERSON COUNTY, TEXAS
30 FOOT WIDE SWD EASEMENT DESCRIPTION

March 29, 2017
Sheet 2 of 2

A 30 foot wide permanent easement, 15 feet each side of a surveyed baseline as shown on sheet 1 of 2 of this Exhibit "F", being situated in Section 6, Block 60, T-2, of the T. & P. RR. CO. Survey, Abstract No. 1250, Culberson County, Texas, and being out of a called 684.00 acre tract of land described in a deed to J. and S. Hacienda Esperanza, LTD., recorded in Document No. 00000071299, Official Public Records, Culberson County, Texas, (O.P.R.C.C.T.), said 30 foot wide permanent easement being more particularly described along a surveyed baseline by centerline description as follows:

BEGINNING (P.O.B.) on the North line of said Section 6, from which a wooden fence corner post found for the Southwest corner of said Section 6, bears: South 25°03'05" West, a distance of 5,976.18 feet;

THENCE South 02°21'35" West, a distance of 1,541.37 feet;

THENCE South 88°25'14" East, a distance of 3,199.80 feet to a point on the East line of said Section 6, for the POINT OF EXIT (P.O.E.), and END OF THIS DESCRIPTION, from which a wooden fence corner post found for the Southeast corner of said Section 6, bears: South 02°10'07" West, a distance of 3,977.14 feet.

The above surveyed baseline traverses said Section 6 for a total distance of 4,741.17 feet or 287.34 rods.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Plat of even date accompanies this field note description.

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: March 13, 2017

Topographic Land Surveyors
1400 Everman Parkway
Suite 197
Fort Worth, TX 76140

P1-21-01

48.

File No. MF110343

County

Surface Damage Pmt

Date Filed: 4-11-2022

George P. Bush, Commissioner

By VQ

Texas General Land Office
Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Cimarex Energy Co.
Attn: Rebecca Johnson
202 S Cheyenne Ave Ste 1000
Tulsa, OK 74103-3001

Billing Date: 4/8/2022
Billing Due Date: 5/8/2022
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
22I00344	MF110343	$53,581.90	$0.00	$5,358.20	$1,875.09	$60,815.19
Total Due		$53,581.90	$0.00	$5,358.20	$1,875.09	**$60,815.19**

Penalty and interest have been calculated thru 4/30/2022. Payment remitted after 4/30/2022 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing
Cimarex Energy Co.
Billing Date: 4/8/2022
Billing Due Date: 5/8/2022
Customer Number: C000044010

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
22I00344	MF110343	$53,581.90	$0.00	$5,358.20	$1,875.09	$60,815.19
Total Due		$53,581.90	$0.00	$5,358.20	$1,875.09	**$60,815.19**
Amt. Paid						

Customer ID: C000044010
Invoice Number:
GLO Lease: MF110343
GLO Review: Cimarex Energy Co.
Review Period: Sept 2020 - Aug 2021

Category Gas
Auditor/AE: ECortez
Billing Date: 4/4/2022
P&I Calculation Date: 4/30/2022
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Sep-20	08-280833	14,060	1.00000000	$1.17	1.206788	$19,933.30	$2,491.66	$0.00	$2,491.66	531	5.75%	$249.17	$185.27	$2,926.10
Oct-20	08-280833	13,793	1.00000000	$1.01	1.181792	$16,404.41	$2,050.55	$0.00	$2,050.55	501	5.75%	$205.06	$142.78	$2,398.39
Nov-20	08-280833	12,180	1.00000000	$1.77	1.180601	$25,513.14	$3,189.14	$0.00	$3,189.14	470	4.25%	$318.91	$152.62	$3,660.67
Dec-20	08-280833	9,688	1.00000000	$2.21	1.190841	$25,451.32	$3,181.42	$0.00	$3,181.42	439	4.25%	$318.14	$140.77	$3,640.33
Jan-21	08-280833	10,937	1.00000000	$2.40	1.185917	$31,166.99	$3,895.87	$0.00	$3,895.87	411	4.25%	$389.59	$159.68	$4,445.14
Feb-21	08-280833	10,193	1.00000000	$7.74	1.184089	$93,413.83	$11,676.73	$0.00	$11,676.73	380	4.25%	$1,167.67	$436.44	$13,280.84
Mar-21	08-280833	13,269	1.00000000	$2.57	1.177740	$40,126.80	$5,015.85	$0.00	$5,015.85	350	4.25%	$501.59	$169.95	$5,687.39
Apr-21	08-280833	8,468	1.00000000	$2.34	1.182011	$23,403.16	$2,925.40	$0.00	$2,925.40	319	4.25%	$292.54	$88.56	$3,306.50
May-21	08-280833	11,413	1.00000000	$2.58	1.193717	$35,155.25	$4,394.41	$0.00	$4,394.41	289	4.25%	$439.44	$117.69	$4,951.54
Jun-21	08-280833	9,213	1.00000000	$2.79	1.192397	$30,644.62	$3,830.58	$0.00	$3,830.58	258	4.25%	$383.06	$88.76	$4,302.40
Jul-21	08-280833	10,037	1.00000000	$3.24	1.191897	$38,785.46	$4,848.18	$0.00	$4,848.18	227	4.25%	$484.82	$94.84	$5,427.84
Aug-21	08-280833	11,740	1.00000000	$3.48	1.189412	$48,656.87	$6,082.11	$0.00	$6,082.11	197	4.25%	$608.21	$97.73	$6,788.05
TOTALS		134,992				$428,655.15	$53,581.90	$0.00	$53,581.90			$5,358.20	$1,875.09	$60,815.19

COMMENTS: BILLING ON UNDER REPORTED GAS VOLUMES TO THE GLO FOR UNIT 7508 (08-280833, 08-286596, 08-287179)

COLUMN (3) UNDER REPORTED VOLUMES: REPORTED GLO2 VOLUMES MINUS REPORTED RRC VOLUMES
COLUMNS (5) & (6) REPORTED GLO2 PRICES AND BTU FACTORS WERE USED
COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: accounts.services@glo.texas.gov and eric.cortez@glo.texas.gov
NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Mary Jane Russell
EMAIL: Mary.Russell@coterra.com

File No. MF110343 (49)

_____ County

Recon Billing

Date Filed: 5/18/2022

George P. Bush, Commissioner

By _____ VD

Texas General Land Office
Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Cimarex Energy Co.
Attn: Rebecca Johnson
202 S Cheyenne Ave Ste 1000
Tulsa, OK 74103-3001

Billing Date: 4/8/2022
Billing Due Date: 5/8/2022
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
22I00345	MF110343	$78,740.71	$0.00	$7,874.09	$2,844.55	$89,459.35
Total Due		$78,740.71	$0.00	$7,874.09	$2,844.55	**$89,459.35**

Penalty and interest have been calculated thru 4/30/2022. Payment remitted after 4/30/2022 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

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Detach and return with payment

Reconciliation Billing
Cimarex Energy Co.
Billing Date: 4/8/2022
Billing Due Date: 5/8/2022
Customer Number: C000044010

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
22I00345	MF110343	$78,740.71	$0.00	$7,874.09	$2,844.55	$89,459.35
Total Due		$78,740.71	$0.00	$7,874.09	$2,844.55	**$89,459.35**
Amt. Paid						

Customer ID: C000044010
Invoice Number:
GLO Lease: MF110343
GLO Review: Cimarex Energy Co.
Review Period: Sept 2020 - Aug 2021

Category Gas
Auditor/AE: ECortez
Billing Date: 4/4/2022
P&I Calculation Date: 4/30/2022
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Sep-20	08-283760	20,598	1.00000000	$1.25	1.205470	$31,011.17	$3,876.40	$0.00	$3,876.40	531	5.75%	$387.64	$288.23	$4,552.27
Oct-20	08-283760	20,702	1.00000000	$1.01	1.180884	$24,670.05	$3,083.76	$0.00	$3,083.76	501	5.75%	$308.38	$214.72	$3,606.86
Nov-20	08-283760	19,265	1.00000000	$1.78	1.173795	$40,359.68	$5,044.96	$0.00	$5,044.96	470	4.25%	$504.50	$241.43	$5,790.89
Dec-20	08-283760	16,018	1.00000000	$2.22	1.182424	$42,129.54	$5,266.19	$0.00	$5,266.19	439	4.25%	$526.62	$233.01	$6,025.82
Jan-21	08-283760	19,072	1.00000000	$2.39	1.176353	$53,583.78	$6,697.97	$0.00	$6,697.97	411	4.25%	$669.80	$274.53	$7,642.30
Feb-21	08-283760	16,538	1.00000000	$7.74	1.182029	$151,267.61	$18,908.45	$0.00	$18,908.45	380	4.25%	$1,890.85	$706.74	$21,506.04
Mar-21	08-283760	20,317	1.00000000	$2.58	1.175831	$61,660.44	$7,707.56	$0.00	$7,707.56	350	4.25%	$770.76	$261.16	$8,739.48
Apr-21	08-283760	12,307	1.00000000	$2.35	1.193474	$34,480.27	$4,310.03	$0.00	$4,310.03	319	4.25%	$431.00	$130.48	$4,871.51
May-21	08-283760	13,825	1.00000000	$2.58	1.192368	$42,564.27	$5,320.53	$0.00	$5,320.53	289	4.25%	$532.05	$142.49	$5,995.07
Jun-21	08-283760	11,363	1.00000000	$2.80	1.172318	$37,258.20	$4,657.27	$0.00	$4,657.27	258	4.25%	$465.73	$107.91	$5,230.91
Jul-21	08-283760	12,609	1.00000000	$3.25	1.176091	$48,131.39	$6,016.42	$0.00	$6,016.42	227	4.25%	$601.64	$117.69	$6,735.75
Aug-21	08-283760	15,324	1.00000000	$3.49	1.174650	$62,809.32	$7,851.17	$0.00	$7,851.17	197	4.25%	$785.12	$126.16	$8,762.45
TOTALS		197,937				$629,925.73	$78,740.71	$0.00	$78,740.71			$7,874.09	$2,844.55	$89,459.35

COMMENTS: BILLING ON UNDER REPORTED GAS VOLUMES TO THE GLO FOR UNIT 8383 (08-283760, 08-286764, 08-289091)

COLUMN (3) UNDER REPORTED VOLUMES: REPORTED GLO2 VOLUMES MINUS REPORTED RRC VOLUMES
COLUMNS (5) & (6) RREPORTED GLO2 PRICES AND BTU FACTORS WERE USED
COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

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NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Mary Jane Russell
EMAIL: Mary.Russell@coterra.com

File No. MF110343 (50)

County

Recon Billings

Date Filed: 5/18/2022

George P. Bush, Commissioner

By VD

Texas General Land Office
Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Cimarex Energy Co.
Attn: Rebecca Johnson
202 S Cheyenne Ave Ste 1000
Tulsa, OK 74103-3001

Billing Date: 4/8/2022
Billing Due Date: 5/8/2022
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
22I00346	MF110343	$190,251.25	$0.00	$19,025.12	$6,860.38	$216,136.75
Total Due		$190,251.25	$0.00	$19,025.12	$6,860.38	**$216,136.75**

Penalty and interest have been calculated thru 4/30/2022. Payment remitted after 4/30/2022 will result in additional penalty and interest charges.

NOTICE

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Detach and return with payment

Reconciliation Billing
Cimarex Energy Co.
Billing Date: 4/8/2022
Billing Due Date: 5/8/2022
Customer Number: C000044010

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
22I00346	MF110343	$190,251.25	$0.00	$19,025.12	$6,860.38	$216,136.75
Total Due		$190,251.25	$0.00	$19,025.12	$6,860.38	**$216,136.75**
Amt. Paid						

Customer ID: C000044010
Invoice Number:
GLO Lease: MF110343
GLO Review: Cimarex Energy Co.
Review Period: Sept 2020 - Aug 2021

Category Gas
Auditor/AE: ECortez
Billing Date: 4/4/2022
P&I Calculation Date: 4/30/2022
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Sep-20	08-285444	57,171	1.00000000	$1.22	1.194984	$83,114.18	$10,389.27	$0.00	$10,389.27	531	5.75%	$1,038.93	$772.51	$12,200.71
Oct-20	08-285444	54,633	1.00000000	$0.83	1.187202	$54,140.96	$6,767.62	$0.00	$6,767.62	501	5.75%	$676.76	$471.23	$7,915.61
Nov-20	08-285444	43,280	1.00000000	$1.75	1.139042	$86,361.39	$10,795.17	$0.00	$10,795.17	470	4.25%	$1,079.52	$516.62	$12,391.31
Dec-20	08-285444	42,148	1.00000000	$2.17	1.158077	$105,729.14	$13,216.14	$0.00	$13,216.14	439	4.25%	$1,321.61	$584.77	$15,122.52
Jan-21	08-285444	45,721	1.00000000	$2.35	1.164658	$125,091.17	$15,636.40	$0.00	$15,636.40	411	4.25%	$1,563.64	$640.88	$17,840.92
Feb-21	08-285444	39,311	1.00000000	$7.78	1.224412	$374,482.04	$46,810.26	$0.00	$46,810.26	380	4.25%	$4,681.03	$1,749.61	$53,240.90
Mar-21	08-285444	46,097	1.00000000	$2.51	1.163146	$134,500.85	$16,812.61	$0.00	$16,812.61	350	4.25%	$1,681.26	$569.67	$19,063.54
Apr-21	08-285444	29,824	1.00000000	$2.33	1.169800	$81,376.10	$10,172.01	$0.00	$10,172.01	319	4.25%	$1,017.20	$307.95	$11,497.16
May-21	08-285444	36,167	1.00000000	$2.57	1.199379	$111,328.24	$13,916.03	$0.00	$13,916.03	289	4.25%	$1,391.60	$372.68	$15,680.31
Jun-21	08-285444	29,034	1.00000000	$2.80	1.185193	$96,448.80	$12,056.10	$0.00	$12,056.10	258	4.25%	$1,205.61	$279.35	$13,541.06
Jul-21	08-285444	32,326	1.00000000	$3.23	1.184053	$123,514.66	$15,439.33	$0.00	$15,439.33	227	4.25%	$1,543.93	$302.02	$17,285.28
Aug-21	08-285444	34,528	1.00000000	$3.45	1.224643	$145,922.48	$18,240.31	$0.00	$18,240.31	197	4.25%	$1,824.03	$293.09	$20,357.43
TOTALS		490,237				$1,522,010.01	$190,251.25	$0.00	$190,251.25			$19,025.12	$6,860.38	$216,136.75

COMMENTS: BILLING ON UNDER REPORTED GAS VOLUMES TO THE GLO FOR UNIT 8865 (08-285444, 08-288650, 08-288739, 08-288740, 08-288801, 08-288802, 08-288831, 08-289189)

COLUMN (3) UNDER REPORTED VOLUMES: REPORTED GLO2 VOLUMES MINUS REPORTED RRC VOLUMES
COLUMNS (5) & (6) REPORTED GLO2 PRICES AND BTU FACTERS WERE USED
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NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Mary Jane Russell
EMAIL: Mary.Russell@coterra.com

(51)

File No. MF110343

_____ County

Recon Billing

Date Filed: 5/18/2022

George P. Bush, Commissioner

By _____

Texas General Land Office
Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Cimarex Energy Co.
Attn: Tran Chu
6001 Deauville Blvd. Suite 300 N
Midland, TX 79706-2671

Billing Date: 4/1/2025
Billing Due Date: 5/1/2025
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00570	MF110343	$6,473.69	$0.00	$647.37	$1,784.86	$8,905.92
Total Due		$6,473.69	$0.00	$647.37	$1,784.86	**$8,905.92**

Penalty and interest have been calculated thru 4/30/2025. Payment remitted after 4/30/2025 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing
Cimarex Energy Co.
Billing Date: 4/1/2025
Billing Due Date: 5/1/2025
Customer Number: C000044010

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00570	MF110343	$6,473.69	$0.00	$647.37	$1,784.86	$8,905.92
Total Due		$6,473.69	$0.00	$647.37	$1,784.86	**$8,905.92**
Amt. Paid						

Customer ID: C000044010
Invoice Number:
GLO Lease: MF110343
GLO Review: CIMAREX ENERGY COMPANY
Review Period: SEPT 2019 - AUG 2020

Category Gas
Auditor/AE: ECortez
Billing Date: 4/1/2025
P&I Calculation Date: 4/30/2025
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Feb-20	08-283760	0	1	$0.000	1	$0.00	$136,516.38	$135,379.17	$1,137.21	1841	5.75%	$113.72	$319.24	$1,570.17
Mar-20	08-283760	0	1	$0.000	1	$0.00	$90,484.06	$86,633.09	$3,850.97	1811	5.75%	$385.10	$1,062.87	$5,298.94
Apr-20	08-283760	0	1	$0.000	1	$0.00	$84,501.47	$83,015.96	$1,485.51	1780	5.75%	$148.55	$402.75	$2,036.81
TOTALS		0				$0.00	$311,501.91	$305,028.22	$6,473.69			$647.37	$1,784.86	$8,905.92

COMMENTS: BILLING ON UNDER PAID GAS ROYALTIES TO THE GLO FOR STATE LEASE MF110343

COLUMN (8) ROYALTY DUE PER SUBMITTED GLO2 REPORTS
COLUMN (9) ROYALTY PAID
COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov and eric.cortez@glo.texas.gov
NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: Daniel Kong daniel.kong@coterra.com Tran Chu tran.chu@coterra.com

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File No. MF11034 3

Recon Billing County

Date Filed: 4/29/2026

Commissioner Dawn Buckingham, M.D.

By: VJ