



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

MF110853

~~5470~~
5470
80 UNITS ACRES

13772

TERMINATION
DATE 4-7-16
LEASING TM
MAPS _____
GIS _____

Leasing: RL
Analyst: DR
Maps: RL
GIS: ZG

LEASE REDUCED TO 80AC. TM

State Lease	Control	Base File	County
MF110853	07-103234	137463	REEVES

Survey	PUBLIC SCHOOL LAND	
Block	C-9	
Block Name		
Township		
Section/Tract	3	
Land Part	W/2, SAVE AND EXCEPT S/2 OF SW/4	
Part Description		
Acres	270	80
Depth Below	Depth Above	Depth Other
		See Lease
Name	EAGLE OIL & GAS CO	
Lease Date	6/24/2009	
Primary Term	3 yrs	
Bonus (\$)	\$36,000.00	
Rental (\$)	\$0.50	
Lease Royalty	0.1000	

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

CONTENTS OF FILE NO. MF- 110853

1. Letter + fee	7/29/09	scanned PJ 8-30-16
2. OAH Review	8/12/09	See # 21 in M-110548 For the
3. Letter + bonus	4/5/10	Will Rogers State 4-3 Unit A #8108
4. Lease	4/5/10	scanned PJ 11-30-16
5. No letter - rental	7/30/10	25. Division Order 8-22-17
6. No letter	7/30/10	Scanned W 9.14.2017
7. Email stipulating lease is pd up	8/6/10	26. Division Order 2-21-18
8. Pooling Agreement Packet #5420		scanned PJ 3-16-2018
HSF "A" 3-1 Unit	5/23/12	(See MF 106315 #22. Assign # 10562
9. E-mail w/ CRK	8/22/12	Cumstock to Nobel/Rosetta 3-28-18
10. E-mail w/ CRK	8/22/12	scanned PJ 4-3-2018
11. Completion Report HSF State 3 No. 1	05/19/2012	(See MF 110548 Item 44 for Unit 13772)
12. Completion Report HSF State 3 No. 1	10/04/2012	(which replaces Unit 8108)
13. Production Review HSF State 3 No. 1	11/27/2012	scanned WMM 9.17.2024
Scanned sm 4/25/13		27. Recon Billing 5/20/2025
14. Permit, plat, TCEQ letter 389-33236	4/27/13	28. Recon Billing 5/20/2025
15. P-8, P-4 389-33236		scanned WMM 5.21.2025
16. W-2 and attachments 389-33236		
17. Alternative Casing Application, w-1, plat, TCEQ 389-33236		
18. W-2 (WRO) 389-33236		
19. W-2 and attachments 389-33242		
See MF 106315 #12-15 On stack		
Assignment ID 8162		
Scanned sm 9/6/13		
20. DIVISION ORDER	1.17.13	
21. TERMINATION LETTER	2-29-16	
TERMINATED LEASE	4-7-16	
scanned PJ 7-14-16		
22. Partial Release	07/15/16	
23. Ltr from New South Minerals	08/04/16	
24. Partial Release	08/04/16	

New
Monday, July 27, 2009

GENERAL LAND OFFICE
Mr. Drew Reed
Stephen F. Austin Bldg.
1700 North Congress Ave.
Austin, Texas 78701

Re: Approval Request, Oil & Gas Lease
Reeves County, Texas

Dear Mr. Reed:

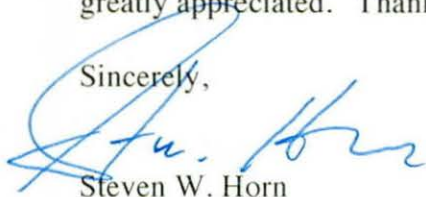
The Deed Records of Reeves County, Texas indicate that John Tevis Herd, John Jason Sullivan & C. Boyd Finch are the owners of and undivided 100% surface interest under all of the lands listed on the enclosed Oil & Gas lease.

A trade has recently been made for an Oil and Gas Lease covering the above interest based on the following terms: \$300.00 per net mineral acre for bonus consideration, and a 1/5th royalty for a 3 year Paid-up Oil and Gas Lease.

I have enclosed a copy of the original executed lease for approval of the General Land Office, as well as a personal check in the amount of \$100.00 for the States processing fee.

If you have any questions please advise. Your prompt and favorable response will be greatly appreciated. Thank you for your time and consideration on this matter.

Sincerely,



Steven W. Horn

SWH/mac

7/29/09

09017481

121

X 100.00

STEVEN W. HORN
P.O. BOX 2755 PH 432-683-2449
MIDLAND, TX 79702



FIRST
NATIONAL
BANK
OF MIDLAND

Ph. 432-686-0044
310 W. Wall St., Suite 100 Midland, TX 79701

8308

DATE

7-27-09

88-2420/1163
01

PAY TO THE ORDER OF GENERAL LAND OFFICE

\$ 100.00

One Hundred & 00/100

DOLLARS



Security
Features
Details on
Back

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNTS

	HELD OGL		
NW 1/4, N 1/2 SW 1/4	SEC 3, T-9, R-5		

[Signature]

⑈008308⑈

1.
File No. MF 110853

Letter + fee

Date Filed: 7/29/09
Jerry Patterson, Commissioner

By [Signature]

1911007

RAL REVIEW SHEET

Transaction # 6536

Geologist: R. Widmayer

Lessor: Herd, John Tevis, John Jason Sullivan and C. Boyd Finch

Lease Date: 6/24/2009

Ut ☐

Lessee: Eagle Oil & Gas Co.

Gross Acres: 240

Net Acres: 240

LEASE DESCRIPTION

County	PIN#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
REEVES	07-103234	137463	W/2, Save 9nd Except S/2 SW/4	3	C9	00	PUBLIC SCHOOL LAND	4692

TERMS OFFERED

Primary Term: 3 years

Bonus/Acre: \$300.00

Rental/Acre: \$1.00

Royalty: 1/5

TERMS RECOMMENDED

Primary Term: 3 years

Bonus/Acre: \$300.00

Rental/Acre: \$1.00

Royalty: 1/5

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
MF107614	Petro-Hunt	11/11/2005	3 years	\$300.00	\$1.00	1/5	Last Lease
MF107727	Steven W. Horn	10/2/2006	3 years	\$300.00	\$1.00	1/5	Adjacent East

Comments:

Approved: PAT 8.12.09

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office

Jerry Patterson, Commissioner

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

DATE: 12-Aug-09

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

Applicant:	Eagle Oil & Gas Co.	County:	REEVES
Prim. Term:	3 years	Bonus/Acre	\$300.00
Royalty:	1/5	Rental/Acre	\$1.00

Consideration

Recommended: PAB Date: 8-12-09

Not Recommended: _____

Comments:

☒ Lease Form

Recommended: PBA Date: 8/13/09

Not Recommended: _____

Comments:

Louis Renaud, Deputy Commissioner Date: 9-16-09

Recommended: CLR

Not Recommended: _____

Bill Warnick, General Counsel Date: 9/21/09

Recommended: WW

Not Recommended: _____

Larry Laine, Chief Clerk Date: 9/23/09

Approved: LL

Not Approved: _____

Jerry Patterson, Commissioner Date: 9/23/09

Approved: JP

Not Approved: _____

2.

File No. MF 110853

PAH Review

Date Filed: 8/12/09

Jerry Patterson, Commissioner

By JP

March 31, 2010

GENERAL LAND OFFICE
Mr. Drew Reid
Stephen F Austin Bldg
1700 North Congress Ave
Austin, Texas 78701

RE: Oil and Gas Lease
W/2 of Section 3, (Save & Except S/2 SW/4)
Block C-9, PSL Survey
Reeves County, Texas
Containing 240.00 acres, more or less

Dear Mr. Reid,

Enclosed please find a copy of a **CERTIFIED COPY** of an Oil and Gas Lease, by and between the State of Texas, acting by and through its agents, John Tevis Herd, John Jason Sullivan & C. Boyd Finch, covering the above referenced lands. The Lessor's interest in the referenced tract is as follows:

John Tevis Herd et al 100%

The terms of the proposed Oil and Gas Lease are as follows:

\$300.00 bonus per acre;
1/5 royalty;
3 years

I have enclosed a check, from Eagle Oil & Gas Co., in the amount of \$36,000.00 as the State of Texas' share of the bonus consideration.

If you have any questions or comments, please feel free to contact me at (432) 683-2449 or toll-free at 1-877-661-2400.

Sincerely,



Steven W. Horn

SWH/mac
Enclosures:2

EAGLE OIL & GAS CO.

097954

General Land Office of Texas		VENDOR	CHECK DATE		
		25338	03/30/10		
INVOICE NUMBER	INVOICE DATE			DISCOUNT TAKEN	AMOUNT PAID
3-30-10LB	03/30/10	119176 TX830		\$0.00	\$36,000.00
		Total:		\$0.00	\$36,000.00
					10706184
		121			
		✓			

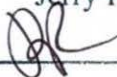
3.

File No. MF110853

Letter + bonus

Date Filed: 4/5/10

Jerry Patterson, Commissioner

By 

FILE # 3000

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

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.

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 24 day of June, 2009 between the State of Texas, acting by and through its agent, John Tevis Herd, John Jason Sullivan and C Boyd Finch of PO Box 130, Midland, Texas 79702 said agent (Give Permanent Address)

herein referred to as the owner of the soil (whether one or more), and Eagle Oil & Gas Co. of 5950 Berkshire, Suite 1100 Dallas, Texas 75225-5854 (Give Permanent Address)

hereinafter called Lessee.

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 Reeves County, State of Texas, to-wit:

Block C-9, Public School Land Survey**Section 3: W/2, Save & Except the S/2 SW/4**

Containing 240.00 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Thirty-six Thousand and No/100 Dollars (\$ 36,000.00)

To the owner of the soil: Thirty-six Thousand and No/100 Dollars (\$ 36,000.00)

Total bonus consideration: Seventy-two Thousand and No/100 Dollars (\$ 72,000.00)

The total bonus consideration paid represents a bonus of Three Hundred and No/100 Dollars (\$ 300.00) per acre, on 240.00 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Three (3) 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 paid to LESSOR'S as listed above, 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: One hundred-twenty and no/100 Dollars (\$ 120.00)

To the State of Texas: One hundred-twenty and no/100 Dollars (\$ 120.00)

Total Rental: Two hundred-forty and no/100 Dollars (\$ 240.00)

- 1 -



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

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 1/5th 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 1/5th 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 1/5th 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.

(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 1/5th 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 accruing 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 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



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

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 well 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.

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 in 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.

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 52.151-52.153, 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 right-of-ways 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.



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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.

(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 watertlood 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.

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



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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 I, Chapter 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 52.151-52.153. 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 INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

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 (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) 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.



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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.

ADDENDUM PROVISIONS - #40 thru #42

40. SURFACE USE AGREEMENT. See attached one (1) page Addendum identified as EXHIBIT "A" containing Items A thru C.

41. CONTINUOUS DEVELOPMENT. After the expiration of the primary term, and notwithstanding paragraphs 16 (A) and 16 (B) above and other provision in this lease to the contrary, no portion of this lease will terminate if Lessee continues to drill a well (or wells) anywhere on the leased premises with no more than 180 days between the release of the drilling rig on one well and the commencement of actual drilling operations on a subsequent well (hereinafter referred to as "continuous drilling"). Upon cessation of continuous drilling this lease shall terminate in accordance with the other relevant provisions herein. If, however, Lessee has filed with the Texas Railroad Commission, no later than 60 days prior to the expiration of the said 180-day period, all requisite applications to drill the next well in the continuous drilling program, and Lessee is unable to proceed with drilling pending authorization by the Texas Railroad Commission, then Lessee shall be allowed such additional time as may be reasonably necessary to obtain the authorization and thereafter spud the subsequent well.

42. DELAY RENTALS. As stipulated in Paragraph #3 of this lease, the rentals for this lease have been PAID-UP for the second (2nd) and third (3rd) years of the primary term hereof.

IN WITNESS WHEREOF, this instrument is executed on the date first written above.

LESSOR

STATE OF TEXAS

BY: [Signature]
John Tevis Herd, Individually dealing with his sole
and separate property, and as agent for the State of Texas
DATE: 6/29/09

BY: [Signature]
John Jason Sullivan, Individually dealing with his sole
and separate property, and as agent for the State of Texas
DATE: 07/02/09

BY: [Signature]
C Boyd Finch, Individually dealing with his sole
and separate property, and as agent for the State of Texas
DATE: 7/9/09



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LESSEE

Eagle Oil & Gas Co.

William M. Middleton
BY: William M. Middleton, Vice President

DATE: 7/15/09

STATE OF TEXAS

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared John Tevis Herd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 29th day of June, 2009.



Julie Savage
Notary Public in and for the State of TEXAS

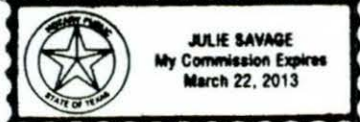
STATE OF TEXAS

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF Midland

Before me, the undersigned authority, on this day personally appeared John Jason Sullivan known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of July, 2009.



Julie Savage
Notary Public in and for the State of TEXAS

STATE OF TEXAS

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF Midland

Before me, the undersigned authority, on this day personally appeared C Boyd Finch known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of July, 2009.



Julie Savage
Notary Public in and for the State of TEXAS



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

STATE OF TEXAS

(CORPORATE ACKNOWLEDGMENT)

COUNTY OF MILAM

Before me, the undersigned authority, on this day personally appeared WILLIAM M. MIDGTON as VICE PRESIDENT of Eagle Oil & Gas Co. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 15 day of July, 2009.

Notary Public in and for the State of Texas



- 11 -



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

EXHIBIT "A"
SURFACE USE AGREEMENT

TO OIL AND GAS LEASE DATED June 24, 2009 FROM THE STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, John Tevis Herd, John Jason Sullivan and C Boyd Finch, each dealing in his sole and separate property, AS LESSOR, and Eagle Oil and Gas Co., AS LESSEE;

ADDITIONAL PROVISIONS OF LEASE

Notwithstanding anything to the contrary in the foregoing Oil & Gas Lease, it is agreed and understood as follows, to wit:

If the land covered by this Lease is Mineral Classified, damages payable to Lessor shall be payable 1/2 to the State of Texas and 1/2 to the owner of the surface. If not Mineral Classified, damages shall be payable to the Surface Owner. Damages payable for the actual value of improvements (such as barns, pens, growing crops and watering facilities), which are payable solely to the owner of the improvements.

A. Lessee agrees to pay reasonable sums for all damages caused to growing crops, fences, livestock, personal property, pasture land or other improvements belonging to the Lessor and/or Lessor's tenants, if any, by reasons of all operations hereunder. Lessee agrees to pay reasonable surface damages for roads, locations, and flowlines. Lessee agrees to pay Lessor a reasonable fee for Lessor's water used in drilling operations, and Lessee agrees to pay a reasonable fee for Lessor's caliche used in Lessee's operations. The Lessee agrees to repair all damages to the land which might be caused by operations under this lease including but not limited to the filling of all slush pits, depressions, ruts, and the removal of any and all debris incident to the operations hereunder. It is further agreed that Lessee, its successors and assigns, shall not erect any permanent buildings or houses on the premises in question.

B. Lessee agrees to restore the surface of said lands to as nearly the same condition as the same was in prior to any operations hereunder insofar as it is reasonably possible.

C. Lessee agrees to inform Lessor at least 2 weeks prior to locating any well to be drilled, tank battery or other structure to produce, store or take care of oil and gas produced from the Leased premises. It is further understood and agreed that any and all roads established by the Lessee hereunder shall be located as near as practical as agreed upon by and between Lessee and the surface owner.

SIGNED FOR IDENTIFICATION:

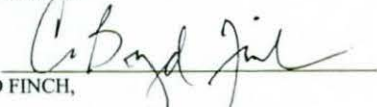
JOHN TEVIS HERD

By: 
JOHN TEVIS HERD,
Individually and as Agent for the State of Texas

JOHN JASON SULLIVAN

By: 
JOHN JASON SULLIVAN,
Individually and as Agent for the State of Texas

C BOYD FINCH

By: 
C BOYD FINCH,



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

individually and as Agent for the State of Texas

- 13 -

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS HEREBY AND UNENFORCEABLE UNDER FEDERAL
LAW

FILE# 3000

FILED FOR RECORD ON THE 5TH DAY OF OCTOBER A.D. 2009 1:13 P. M.

DULY RECORDED ON THE 6TH DAY OF OCTOBER A.D. 2009 1:00 P. M.

BY: Dalia Holuade, DEPUTY

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

File No. MF 110853
Lease
Date Filed: 4/5/10
Jerry Patterson, Commissioner
By JP

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

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 public records of my office, found in VOL. 828, PAGE 450, THRU 462.

OFFICIAL PUBLIC RECORDS

I hereby certify on 10/07/2009

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

By Dalia Garza DEPUTY
DALIA GARZA



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 30, 2010

Steve King
Eagle Oil & Gas Co
5950 Berkshire, Suite 1100
Dallas, TX 75225-5854

RE: MF 110853 240 ac being W/2 less S/2 SW/4, Sec 3, Blk C-9, PSL Survey, Reeves Co, TX
John Tevis Herd, et al, as Agents for the State of Texas

Dear Mr. King:

When the first year rentals were due on this lease (June 24, 2010), you had not been provided with the State Mineral File number (referenced above). Therefore, if you have submitted that rental, it has not been credited to this mineral lease. If you have paid this rental, please send me a copy of the check or information regarding the check (check date, number and description on the check stub, amount of check and date it was mailed) and we will locate it in an effort to give this lease credit.

In the event the rental was not paid, then pursuant to the Texas Administrative Code, we request that you file with this office a recorded original or certified copy of a Release of this State Oil and Gas Lease along with a processing fee of \$25.00 per document to be sent to the attention of Beverly Boyd.

You have 40 days from the date of this letter in which to present evidence and convince the General Land Office that this rental was paid and the lease has not terminated. If such evidence has not been presented at the expiration of the 40-day period, the mineral file shall be endorsed "terminated."

If you have any questions regarding this assessment, you may contact me at the phone number below.

Yours truly,

Harriet Dunne, CPL
Mineral Leasing, Energy Resources
512-475-1579
512-475-1543 (fax)
harriet.dunne@glo.state.tx.us

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

5.

File No. MF 110853
Rental termination
ltr
Date Filed: 7/30/10
Jerry E. Patterson, Commissioner
By JEP

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 30, 2010

Steve King
Eagle Oil & Gas Co
5950 Berkshire, Suite 1100
Dallas, TX 75225-5854

Re: Relinquishment Act Lease dated June 24, 2009- **MF-110853**
240 ac being W/2 less S/2 SW/4, Sec 3, Blk C-9, PSL Survey, Reeves Co TX
John Tevis Herd, et al, as Agents for the State of TX, Lessor
Eagle Oil & Gas No. 119176 – TX830

Dear Mr. King:

The certified copy of the Relinquishment Act lease covering the above referenced tract has been approved and filed in our records under Mineral File number **MF-110853**. **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 **\$32,000.00** has been applied to the State's portion of the cash bonus and the remittance of **\$100.00** by Steven Horn has been applied to the processing fee. Please let me know if you have any questions.

Sincerely yours,

Drew Reid
Minerals Leasing
Energy Resources
(512) 475-1534
drew.reid@glo.state.tx.us

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. MF 110853

Jerry Patterson

Date Filed: 7/30/10
Jerry Patterson, Commissioner

By [Signature]

From: Harriet Dunne
To: Phyllis Farley
Date: 8/6/2010 8:44 AM
Subject: Re: MF 110853

Phyllis,

The way this lease is drafted is confusing. Paragraph 3 provides for a \$240 delay rental to be paid each year. There is no reference in Paragraph 3 to Paragraph 42. In fact, Paragraph 42 states, "As stipulated in Paragraph 3, rentals for this lease have been paid up...." But Paragraph 3 does not so stipulate.

We will hereby agree that the rentals have been paid up. You may consider my July 30 letter as having been resolved in your favor. The subject lease is valid through the primary term, or June 24, 2012.

We would appreciate more precise wording with the rental provision in the future. Thanks for calling this to my attention.

Harriet Dunne, CPL
Mineral Leasing, Energy Resources
Texas General Land Office
512-475-1579
harriet.dunne@glo.state.tx.us

>>> "Phyllis Farley" <phyllis@eagleog.com> 8/5/2010 3:30 PM >>>
Harriet - I received your letter today regarding the non-payment of rentals for this lease. According to the Addendum Provision #42 of the lease, delay rentals for this lease were paid-up for the 2nd and 3rd years of the primary term, so no rentals would be due. Please let me know if I'm misreading this provision?

Thanks

Phyllis

PS - you addressed the letter to Steve King, he no longer works here, so you can address this sort of correspondence directly to my attention.

Phyllis Farley

Eagle Oil & Gas Co.

5950 Berkshire Lane, Suite 1100

Dallas, Texas 75225-5854

(214) 323-4508 Direct Line

(214) 369-1545 Main Number

(214) 369-2217 Fax

email: phyllis@eagleog.com

File No. MF 110853 7.
Email stipulating leave
is paid up
Date Filed: 8/6/10
Jerry E. Patterson, Commissioner
By JD

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA12-176

Unit Number	5420		
Operator Name	COMSTOCK OIL & GAS INC	Effective Date	5/1/2012
Customer ID	C000025725	Unitized For	Oil & Gas
Unit Name	HSF "A" 3-1 Unit	Unit Term	0 Months
County1	Reeves		
County 2		<u>Old Unit Number</u>	<u>Inactive Status Date</u>
County 3		0	
RRC District:	08	0	
Unit Type:	Permanent	0	
State Royalty Interest:	0.1125000000	0	
State Part in Unit:	1.0000000000		
Unit Depth			
Below Depth	4500 TVD	Well:	Other
Above Depth	14000 TVD	Formation:	Bone Spring, Wolfcamp
		Participation Basis:	Surface Acreage
		[If Exclusions Apply: See Remarks]	

MF Number	MF112397	Tract Number	1
Lease Acres	80	Total Unit Acres	160 =
Tract Participation:	0.5000000	X	
Lease Royalty	0.125	=	
Tract Royalty Participation	0.0625000		
Tract Royalty Reduction	No	Manual Tract Participation:	☐ 0
Tract Royalty Rate	0	Manual Tract Royalty:	☐ 0
Tract On-Line Date:			

07-103 234

MF Number	MF110853	Tract Number	2
Lease Acres	80	Total Unit Acres	160 =
Tract Participation:	0.5000000	X	
Lease Royalty	0.1	=	
Tract Royalty Participation	0.0500000		
Manual Tract Participation:			See Remark
Manual Tract Royalty:			
Tract Royalty Reduction	No		
Tract Royalty Rate	0		
Tract On-Line Date:			

07-103234

API Number RRC Number

Remarks:

Prepared By: REW

GLO Base Updated By: REW

RAM Approval By: JK

GIS By: TL

Prepared Date: 5/1/2012

GLOBase Date: 5/1/2012

RAM Approval Date: 5/9/2012

GIS Date: 5.30.2012

Pooling Committee Report

To: School Land Board
Date of Board Meeting: May 1, 2012
Effective Date: 5/1/2012
Unit Expiration Date: Permanent
Applicant: COMSTOCK OIL & GAS LP
Attorney Rep:
Operator: COMSTOCK OIL & GAS INC
County 1: Reeves
County 2:
County 3:
Unit Name: HSF "A" 3-1 Unit
Field Name: WOLFBONE (TREND AREA)

PA12-176
Unit Number: 5420

<u>Lease Type</u>	<u>MF Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres in Unit</u>	<u>Royalty Participation</u>
RAL	MF110853	0.1	6/24/2012	3 years	240	80	0.0500000
RAL	MF112397	0.125	11/23/2012	3 years	80	80	0.0625000

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	0
State Acres:	160
Total Unit Acres:	160

Participation Basis:	
Surface Acreage	
State Acreage:	100.00%
State Unit Royalty:	11.25%

Unit Type:	Unitized for:
Permanent	Oil & Gas
Term:	0 Months

Well Location:
State Land

RRC Rules:	Spacing Acres:
Special Field Rule	160 ac

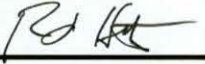
REMARKS:

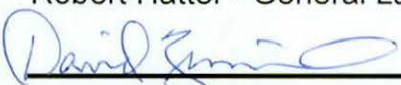
- Comstock Oil & Gas LP is requesting permanent oil and gas pooling from 4,500 feet TVD to 14,000 feet TVD as seen on the Sheldon State 3 #1 well log (42-389-32616).
- The applicant plans to spud the unit well on September 1, 2012 and the proposed total depth is 14,000 feet.
- With approval of the unit the State's unit royalty participation will be 11.25%
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

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


Jeffee L. Palmer - Office of the Attorney General


Robert Hatter - General Land Office


David Zimmerman - Office of the Governor

4-4-12
Date:

4/64/12
Date:

Date:

4-4-12
Date:

Date:

24

3

PSL
A-4468

Proposed Unit

PSL
A-4692

PSL
○

MF110853

MF112397

23

2

PSL
A-5488

PSL
A-5625

2

PSL
A-5530

PSL
A-5511

WARD
COUNTY

REEVES
COUNTY

PA12-176 Unit #5420
Comstock Oil & Gas LP
HSF 'A" 3-1 unit
Wolfbone (Trend Area)
MF110853 and MF112397
Reeves County, Texas

1,000 500 0 1,000 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:
Zeke Guillen
IS/BAS/GIS
April 2012

POOLING AGREEMENT
COMSTOCK OIL & GAS, LP
HSF "A" 3-1 UNIT
GLO UNIT NO. 5420
REEVES 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 Comstock Oil & Gas, LP, 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 leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases 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".

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 in the stratigraphic interval or its correlative equivalent occurring from 4,500 feet true vertical depth to 14,000 feet true vertical depth as seen on the log of the Sheldon State 3 #1 well, API No. 42-389-32616 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described 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.
- (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 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, 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 160 acres, 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.)

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 May 1, 2012.

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.

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 Reeves 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.

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

Date Executed 5/18/12

STATE OF TEXAS

Legal
Content
Geology
Executive

AM
REW
2

By:

Jerry E. Patterson
Jerry E. Patterson, Commissioner
of the General Land Office

Date Executed 5-9-2012

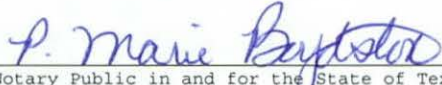
COMSTOCK OIL & GAS, LP
By: Comstock Oil & Gas GP, LLC, its general partner
By: Comstock Resources, Inc., its sole member

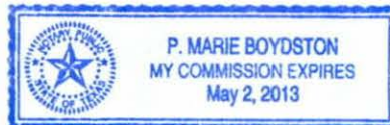
By: 
D. Dale Gillette
Its: General Counsel and
Vice President of Land *WS*

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on 5-9-2012, 2012, by D. Dale Gillette as General Counsel & Vice President of Land of Comstock Resources, Inc., a Nevada Corporation the Sole Member of Comstock Oil & Gas GP, LLC a Nevada limited liability company, as General Partner of Comstock Oil & Gas, LP, a Nevada limited partnership.


Notary Public in and for the State of Texas



CERTIFICATE

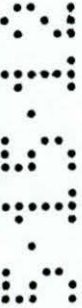
I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 1st day of May, 2012, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of 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 2nd day of May, 2012.


Secretary of the School Land Board

**Exhibit "A" to the HSF "A" 3-1 Pooling Agreement
Commission of the General Land Office, on behalf of the State of Texas
and Comstock Oil & Gas, LP**

LEASES AND RECORDS



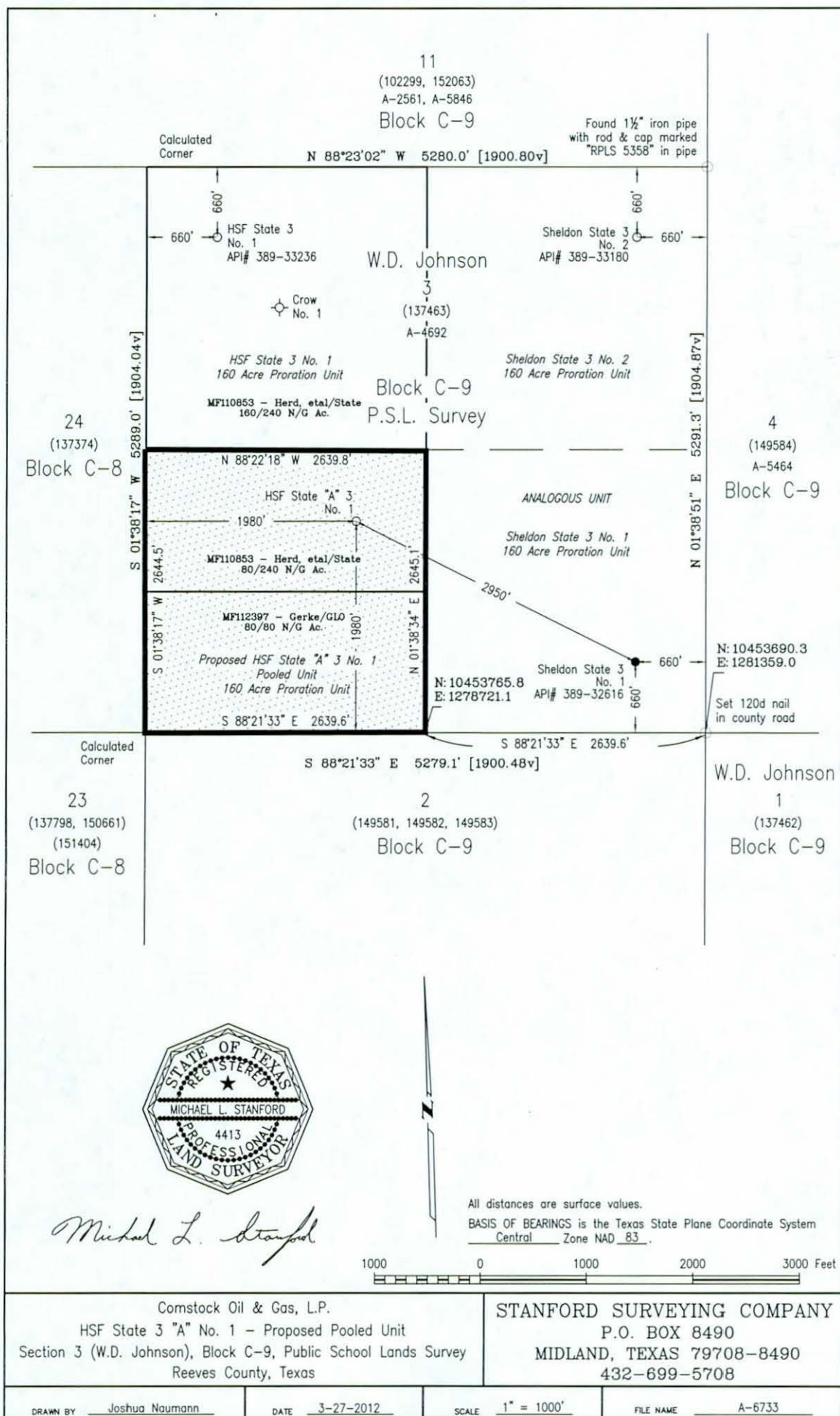
Lessor: Ava C. Gerke, Agent for the State of Texas
Lessee: Eagle Oil & Gas Co.
Date: November 23, 2009
Recording Info: Book 911, Page 356, OPR, Reeves County, Texas
Lease Description: South Half of the Southwest Quarter (S/2 SW/4) Section 3, BL C9, A-4692
Gross Acres: 80.00
GLO Lease No: MF-112397
CRK Lease No: TX-1060015

Lessor: John Tevis Herd, et al, Agent for the State of Texas
Lessee: Eagle Oil & Gas Co.
Date: June 24, 2009
Recording Info: Book 828, Page 450, OPR, Reeves County, Texas
Lease Description: West Half, save and except the South Half of the Southwest Quarter (W/2 S&E S/2 SW/4) of Section 3, BL C9, A-4692
Gross Acres: 240.00
GLO Lease No: MF-110853
CRK Lease No: TX-1060023

**Exhibit "B" to the HSF "A" 3-1 Pooling Agreement
Commission of the General Land Office, on behalf of the State of Texas
and Comstock Oil & Gas, LP**

DESCRIPTION OF POOLED UNIT

One Hundred Sixty (160.00) acres, more or less described as the North Half of the Southwest Quarter (N/2 SW/4) and the South Half of the Southwest Quarter (S/2 SW/4), also described as the entire Southwest Quarter (SW/4), Section 3 BL C9, Public School Lands, A- 4692, Reeves County, Texas.



File No. M-110853
Pooling Agent Packet #5420
HSE "A" 3-1-Unit
Date Filed: 5/23/12
Jerry E. Patterson, Commissioner
By Per

2.72.73

Daryl Morgan - HSF STATE A 3-1 Well Schedule

From: "Cynthia English" <cenglish@comstockresources.com>
To: "DREW REID - GLO" <drew.reid@glo.state.tx.us>, "Daryl Morgan" <Daryl.Mor...>
Date: 8/22/2012 4:18 PM
Subject: HSF STATE A 3-1 Well Schedule

The subject well is on the drill schedule to spud on or before September 22, 2012, as a vertical well in the Wolfbone (Trend Area) Field.

This well is slated to be drilled under the 160.00 acre GLO Unit 5420, executed by the General Land Office May 18, 2012. This unit is comprised of two RAL leases, MF110853 and MF 112397.

Regulatory filings, and other required information relating the drilling of the above well, will be forthcoming from our drilling and completion departments, in accordance with the RAL leases governing the drilling of this well.



Cynthia J. English
Senior Landman

5300 Town and Country Blvd.
Suite 500
Frisco, TX 75034
direct 972-668-0692
cell 214-901-5493
fax 972-668-8882

File No. MF 110853
e-mail w/ CRK

Date Filed: 8/22/12
Jerry E. Patterson, Commissioner
By EA

Daryl Morgan - Re: HSF STATE "A" 3-1 GLO UNIT 5420

From: Daryl Morgan
To: English, Cynthia
Date: 8/22/2012 3:42 PM
Subject: Re: HSF STATE "A" 3-1 GLO UNIT 5420

Cynthia,

As we discussed, the pooling of the leases and our State Pooling Agreement form does not provide for a drilling commitment or a mandate that a well be drilled at the location shown on the plat that is attached as Exhibit "C". The unit can be developed by CRK in the manner that they deem best, as long as it is ultimately drilled to density or better.

Let me know if you have any more questions or need anything else.

Daryl

J. Daryl Morgan, CPL
Texas General Land Office
Energy Resources
(512) 305-9106
daryl.morgan@glo.texas.gov

>>> "Cynthia English" <cenglish@comstockresources.com> 8/22/2012 3:29 PM >>>
Daryl -

When CRK formed the subject 160 acre unit out of MF110853 and MF 112397, we represented via plat that we were going to drill a vertical well in a location 1980'FWL and 1980' FSL.

We have revised our development plan and would like to drill the vertical HSF State A 3-1 well 660 FSL and 660 FW, which would allow for reformation of units and developing a portion of the W/2 by drilling horizontal wells in the E/2 W/2.

Is it acceptable to relocate the well within the unit as depicted on the attached plat? We anticipate this well will be spud around the 22nd of September, 2012.



Cynthia J. English
Senior Landman

5300 Town and Country Blvd.
Suite 500
Frisco, TX 75034
direct 972-668-0692
cell 214-901-5493
fax 972-668-8882

File No. MF 110853
e-mail w/ CRK

Date Filed: 8/22/12
Jerry E. Patterson, Commissione.
By EA

RAILROAD COMMISSION OF TEXAS

Tracking No.: 46704

Status: Submitted

Oil and Gas Division

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

API No. 42- 389-33236

7. RRC District No.

08

8. RRC Lease No.

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

1. FIELD NAME (as per RRC Records or Wildcat) WOLFBONE (TREND AREA)		2. LEASE NAME HSF STATE 3		9. Well No. 1	
3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report) COMSTOCK OIL & GAS, LP		RRC Operator No. 170040		10. County of well site REEVES	
4. ADDRESS STE 500 5300 TOWN AND COUNTRY BLVD FRISCO, TX 75034-0000				11. Purpose of filing Initial Potential ☒ 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) 3, C-9, PSL/W D JOHNSON, A-4692		6b. Distance and direction to nearest town in this county. 9.6 MILES SW FROM PECOS			
12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no. FIELD & RESERVOIR N/A			GAS ID or OIL LEASE #	Oil-O Gas-G	Well #
13. Type of electric or other log run Combo of Induction/Neutron/Density			14. Completion or recompletion date 05/19/2012		

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

15. Date of test 05/30/2012		16. No. of hours tested 24		17. Production method (Flowing, Gas Lift, Jetting, Pumping- Size & Type of pump) Flowing		18. Choke size 14/64	
19. Production during Test Period		Oil - BBLS 202.0	Gas - MCF 447	Water - BBLS 931	Gas - Oil Ratio 2212	Flowing Tubing Pressure 1775.0 PSI	
20. Calculated 24-Hour Rate		Oil - BBLS 202.0	Gas - MCF 447	Water - BBLS 931	Oil Gravity-API-60° 44.0	Casing Pressure 1775.0 PSI	
21. Was swab used during this test? Yes ☐ No ☒			22. Oil produced prior to test (New & Reworked wells) 674.0			23. Injection Gas-Oil Ratio	
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.

COMSTOCK OIL & GAS, LP

Type or printed name of operator's representative

(972) 668-8828

06/11/2012

Telephone: Area Code Number Month Day Year

Regulatory Manager

Title of Person

Rhonda Kaschmitter

Signature

SECTION III										DATA ON WELL COMPLETION AND LOG (Not Required on Retest)			
24. Type of Completion New Well ☒ Deepening ☐ Plug Back ☐ Other ☐						25. Permit to Drill, Plug Back or Deepen DATE 03/12/2012 PERMIT NO. 734931 Rule 37 Exception CASE NO.							
26. Notice of Intention to Drill this well was filed in Name of COMSTOCK OIL & GAS, LP						Water Injection Permit PERMIT NO. Salt Water Disposal Permit PERMIT NO. Other PERMIT NO.							
27. Number of producing wells on this lease in this field (reservoir) including this well 1			28. Total number of acres in this lease 240.0										
29. Date Plug Back, Deepening, Workover or Drilling Operations:		Commenced 04/01/2012		Completed 04/17/2012		30. Distance to nearest well, Same Lease & Reservoir 0.0							
31. Location of well, relative to nearest lease boundaries 660.0 Feet From East Line and 660.0 Feet from North Line of the HSF STATE 3 Lease													
32. Elevation (DF, RKB, RT, GR ETC.) 2683 GL				33. Was directional survey made other than inclination (Form W-12)? ☐ Yes ☒ No									
34. Top of Pay 9856		35. Total Depth 11307		36. P. B. Depth 11269		37. Surface Casing Determined by Field Rules ☐ Recommendation of T.D.W.R. ☒ Railroad Commission (Special) ☒		Dt. of Letter 03/12/2012 Dt. of Letter 03/16/2012					
38. Is well multiple completion? ☐ Yes ☒ 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-G Gas-G					
40. Intervals Drilled by: Rotary Tools ☒ Cable Tools ☐						41. Name of Drilling Contractor CACTUS DRILLING		42. Is Cementing Affidavit Attached? ☒ 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	1353		CL C 1130	17 1/2	SURFACE	1883.0						
9 5/8	40.0	0	2477	PREM & CL C 2240	12 1/4	SURFACE	3782.9						
9 5/8	40.0	4598		PREM 800	12 1/4	SURFACE	1616.0						
5 1/2	17.0	11307		CL H 1830	8 3/4	6080	2511.4						
44. LINER RECORD													
Size	Top	Bottom	Sacks Cement	Screen									
N/A													
45. TUBING RECORD													
Size	Depth Set	Packer Set	From	To									
N/A			9856	9992									
			10016	10146									
			10214	10410									
			10432	10630									
			10668	10900									
			10956	11147									
46. Producing Interval (this completion) Indicate depth of perforation or open hole													
47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.													
Depth Interval			Amount and Kind of Material Used										
9856.0 - 9992.0			162,051 GALS SW, 90,189 GALS GEL & 247,362# PROPPANT										
10016.0 - 10146.0			168,873 GALS SW, 115,202 GALS GEL & 318,321# PROPPANT										
10214.0 - 10410.0			209,012 GALS SW, 207,687 GALS GEL & 470,873# PROPPANT										
10432.0 - 10630.0			280,631 GALS SW, 184,824 GALS GEL & 482,133# PROPPANT										
10668.0 - 10900.0			200,478 GALS SW, 123,126 GALS GEL & 327,732# PROPPANT										
10956.0 - 11147.0			90,450 GALS SW, 165,429 GALS GEL & 199,792# PROPPANT										
48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)													
Formations	Depth	Formations	Depth										
RUSTLER	1991.0	BRUSHY CANYON	6519.0										
LAMAR	4504.0	BONE SPRING	7612.0										
DELAWARE	4537.0	WOLFCAMP	10003.0										
CHERRY CANYON	5448.0												

REMARKS: REQUEST EXTENSION TO SWR38(B)(5)(A) REQUIREMENT FOR RUNNING TUBING PER FIELD RULES, DOCKET 08-0272347.

File No. MF110853 (11)

Completion Report - HSF State 3 No. 1

Date Filed: 05/19/2012

Jerry E. Patterson, Commissioner

By JEP

RAILROAD COMMISSION OF TEXAS

Tracking No.: 56845

Status: Submitted

Oil and Gas Division

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

API No. 42- 389-33236

7. RRC District No.

08

8. RRC Lease No.

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

1. FIELD NAME (as per RRC Records or Wildcat) WOLFBONE (TREND AREA)		2. LEASE NAME HSF STATE 3		9. Well No. 1	
3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report) COMSTOCK OIL & GAS, LP		RRC Operator No. 170040		10. County of well site REEVES	
4. ADDRESS STE 500 5300 TOWN AND COUNTRY BLVD FRISCO, TX 75034-0000				11. Purpose of filing Initial Potential ☐ 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) 3, C-9, PSL/W D JOHNSON, A-4692		6b. Distance and direction to nearest town in this county. 9.6 MILES SW FROM PECOS			
12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no. FIELD & RESERVOIR		GAS ID or OIL LEASE #		Oil-G Gas-G	
N/A				Well #	
13. Type of electric or other log run Combo of Induction/Neutron/Density		14. Completion or recompletion date 10/04/2012			

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	
19. Production during Test Period		Oil - BBLS	Gas - MCF	Water - BBLS	Gas - Oil Ratio	Flowing Tubing Pressure PSI	
					0		
20. Calculated 24-Hour Rate		Oil - BBLS	Gas - MCF	Water - BBLS	Oil Gravity-API-60 °	Casing Pressure PSI	
21. Was swab used during this test? Yes ☐ No ☒				22. Oil produced prior to test (New & Reworked wells)		23. Injection Gas-Oil Ratio	
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.

COMSTOCK OIL & GAS, LP

Type or printed name of operator's representative

(972) 668-8828

10/10/2012

Telephone: Area Code

Number

Month Day Year

Regulatory Manager

Title of Person

Rhonda Kaschmitter

Signature

SECTION III										DATA ON WELL COMPLETION AND LOG (Not Required on Retest)									
24. Type of Completion New Well ☐ Deepening ☐ Plug Back ☐ Other ☒										25. Permit to Drill, Plug Back or Deepen DATE 03/12/2012 PERMIT NO. 734931 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 COMSTOCK OIL & GAS, LP																			
27. Number of producing wells on this lease in this field (reservoir) including this well 1					28. Total number of acres in this lease 240.0														
29. Date Plug Back, Deepening, Workover or Drilling Operations:		Commenced 09/27/2012		Completed 10/04/2012		30. Distance to nearest well, Same Lease & Reservoir 0.0													
31. Location of well, relative to nearest lease boundaries						660.0 Feet From East		Line and 660.0		Feet from North Line of the HSF STATE 3 Lease									
32. Elevation (DF, RKB, RT, GR ETC.) 2683 GL						33. Was directional survey made other than inclination (Form W-12)? ☐ Yes ☒ No													
34. Top of Pay 9856		35. Total Depth 11307		36. P. B. Depth 11269		37. Surface Casing Determined by Field Rules ☐		Recommendation of T.D.W.R. ☒ Railroad Commission (Special) ☒		Dt. of Letter 03/12/2012 03/16/2012									
38. Is well multiple completion? ☐ Yes ☒ 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-G Gas-G		Well #					
40. Intervals Drilled by: Rotary Tools ☒ Cable Tools ☐										41. Name of Drilling Contractor CACTUS DRILLING				42. Is Cementing Affidavit Attached? ☐ 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	1353		CL C 1130	17 1/2	SURFACE	1883.0												
9 5/8	40.0	0	2477	PREM & CL C 2240	12 1/4	SURFACE	3782.9												
9 5/8	40.0	4598		PREM 800	12 1/4	SURFACE	1616.0												
5 1/2	17.0	11307		CL H 1830	8 3/4	6080	2511.4												
44. LINER RECORD																			
Size	Top	Bottom	Sacks Cement	Screen															
N/A																			
45. TUBING RECORD																			
Size	Depth Set	Packer Set	From	To															
2 7/8	9654	9633	9856	11147															
46. PRODUCING INTERVAL (this completion) Indicate depth of perforation or open hole																			
47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.																			
Depth Interval		Amount and Kind of Material Used																	
9856.0		11147.0		PREV FILED UNDER TRACKING NO. 46704 - NO CHANGES															
48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)																			
Formations	Depth	Formations	Depth																
CHERRY CANYON	5448.0	WOLFCAMP	10003.0																
BRUSHY CANYON	6519.0																		
BONE SPRING	7612.0																		
REMARKS: W-2 FILED FOR WELL RECORD ONLY TO REPORT TUBING AND PACKER DATA. ALL PERF & FRAC INFO																			
PREVIOUSLY FILED UNDER TRACKING NO. 46704 - NO CHANGES.																			
RKASCHMITTER@COMSTOCKRESOURCES.COM																			

File No. MF110853 (12)

Completion Report - NSF State 3 No. 1

Date Filed: 10/04/2012

Jerry E. Patterson, Commissioner

By JEP

Well Inventory Detail

RRC Well Number: **1**
RRC Number: **734931**
RRC District: **08**
RRC Lease Type: **ALLOCATED**
API Number: **4238933236**

RRC Field Name: **WOLFBONE**
Pool Name: **TREND AREA**
Formation: **TREND AREA**
Primary Product Code: **O**
Well Type: **A**

Last Month Oil Production:

Last 12 Months Oil Production:

Last Month Gas Production:

Last 12 Months Gas Production:

Last Month Water Production:

Last 12 Months Water Production:

Current Well Status: **A**
Well Completion Date:

First Production Date:
Last Production Date:

Total Measured Depth: **14000**
Wellbore Direction: **V**

Top Depth:
Base Depth:

Surface Latitude: **31.3189000000**

Surface Longitude: **-103.5990000000**

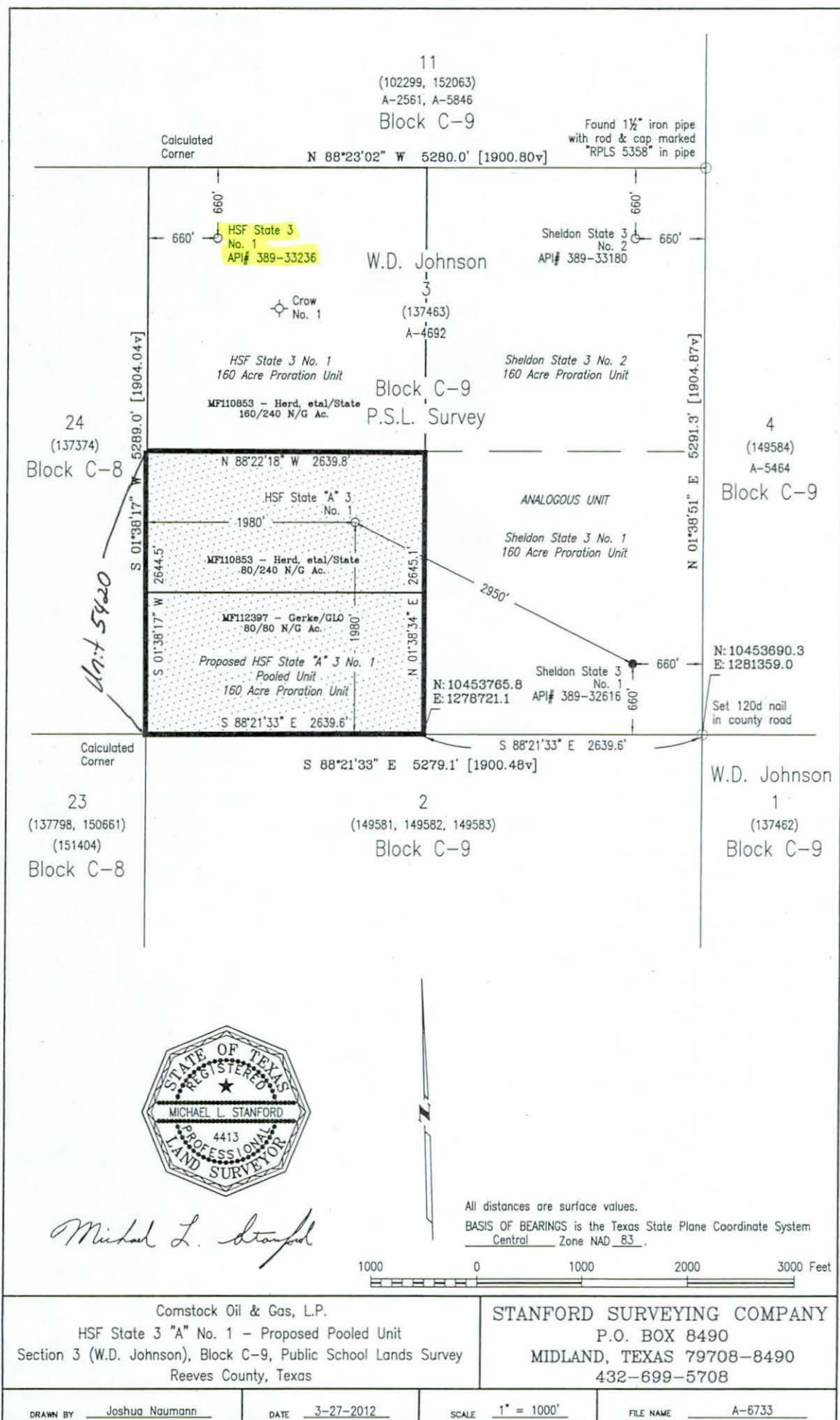
GLO Lease Number: **MF110853**

GLO Unit Number: **0**

RRC Lease Name: **HSF STATE**
RRC Operator: **COMSTOCK OIL & GAS, LP**
Oil Purchaser/Transporter:
Gas Purchaser/Transporter:

Last IHSE Update: **04/23/2010**

County: **REEVES**



DrillingInfo One-Page Production Summary



Tag This
Element

API# 42-389-33236

Well# 1

Lease HSF STATE 3

Field WOLFBONE (TREND AREA)

Lease COMSTOCK OIL & GAS, LP

Operator [Well Op History](#)

County Reeves

State Texas

Location 660.0 W / 660.0 N, PSL/JOHNSON, W D A-
4692 Block:C9 Section:3

Elevation

Date Spud --

Date TD --

Logs Run COMBO,OF,INDUCTION/NEUTRON/DENSITY,

Prod.	First Production	Most Recent Production	Cumulative (MCF & BBL)	Gravity (SG & API)	Gatherer
Oil	5/1/12	9/1/12	19,401	0.00	
Gas	5/1/12	9/1/12	48,534	0.00	

Most Recently Reported Monthly Production (12 Months)

Mo/Yr	Gas (MCF)					Oil (BBL)				Water (BW)	#Wells Flowing	#Wells Other	Avg Gas (MCF/D)	Avg Oil (BBL/D)	Avg Wtr (BW/D)
	Produced	Sold	Used	Vented/Flared	Other	Produced	Sold	Other	Closing						
5/2012	5,307	0	0	0	0	1,052	384	0	0	0	---	---	171.19	33.94	0.00
6/2012	8,635	0	0	0	0	3,851	3,393	0	0	0	---	---	287.83	128.37	0.00
7/2012	7,520	0	0	0	0	5,795	5,307	0	0	0	---	---	242.58	186.94	0.00
8/2012	15,659	0	0	0	0	4,938	6,034	0	0	0	---	---	505.13	159.29	0.00
9/2012	11,413	0	0	0	0	3,765	3,725	0	0	0	---	---	380.43	125.50	0.00
Totals	48,534	0	0	0	0	19,401	18,843	0	0	0	---	---	---	---	---

Annual Production

Year	Gas (MCF)	Oil (BBL)	Water (BW)	#Wells Flowing	#Wells Other	Avg Gas (MCF/D)	Avg Oil (BBL/D)	Avg Wtr (BW/D)	Annual Dec. Gas	Annual Dec. Oil
2012	48,534	19,401	---	---	---	319.30	127.64	0.00	---	---
Totals	48,534	19,401	---	---	---	---	---	---	---	---

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File No. ME110853 (13)
Production Review HSF State 3 No.1

Date Filed: 11/27/2012

Jerry E. Patterson, Commissioner

By JP

MF
110853

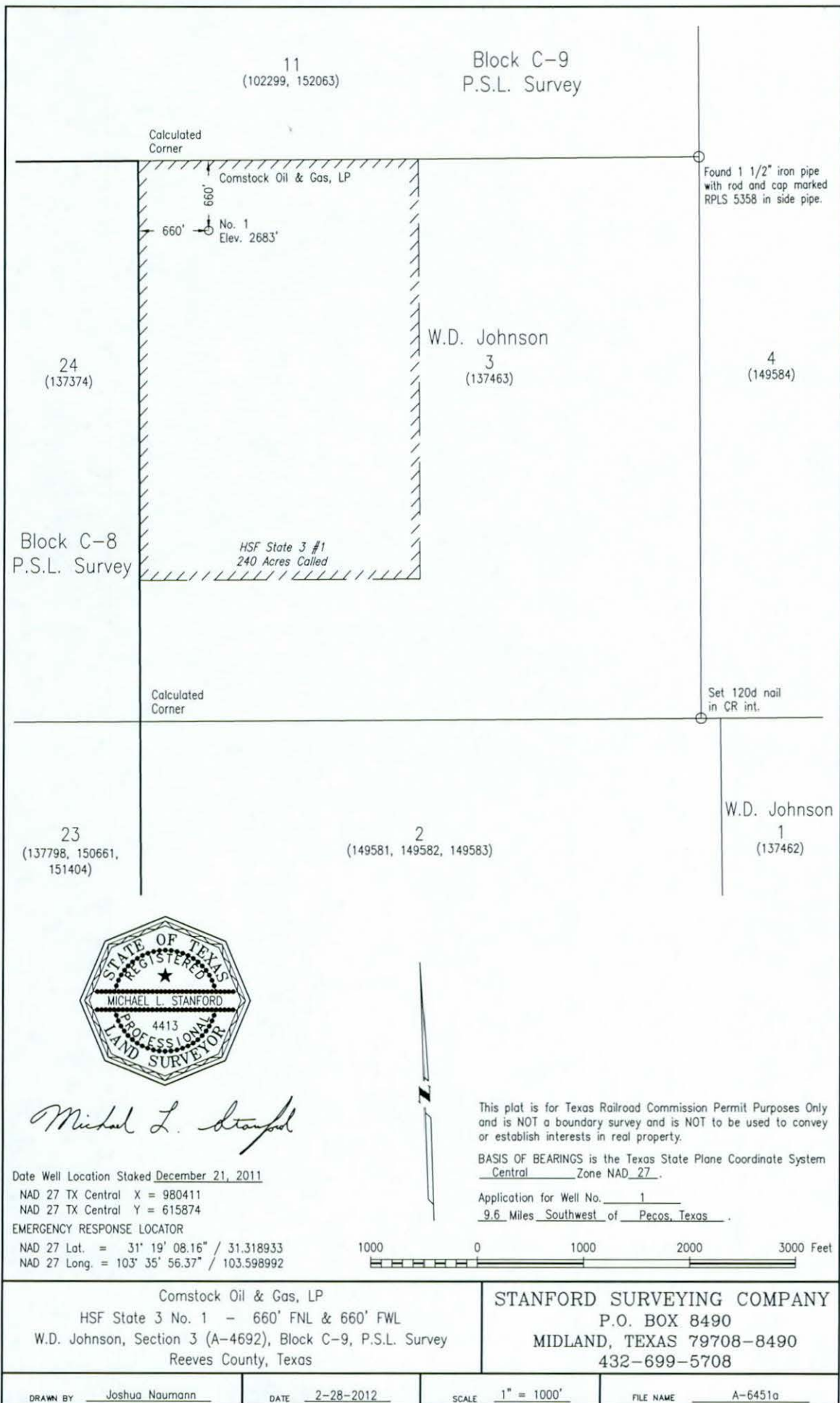
RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

PERMIT NUMBER 734931	DATE PERMIT ISSUED OR AMENDED Mar 12, 2012	DISTRICT * 08
API NUMBER 42-389-33236	FORM W-1 RECEIVED Feb 28, 2012	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Vertical	ACRES 240
OPERATOR COMSTOCK OIL & GAS, LP 170040		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 HSF STATE 3		WELL NUMBER 1
LOCATION 9.6 miles SW direction from PECOS		TOTAL DEPTH 14000
Section, Block and/or Survey SECTION ◀ 3 BLOCK ◀ C-9 ABSTRACT ◀ 4692 SURVEY ◀ PSL/W D JOHNSON		
DISTANCE TO SURVEY LINES 660 ft. W 660 ft. N		DISTANCE TO NEAREST LEASE LINE 660 ft.
DISTANCE TO LEASE LINES 660 ft. W 660 ft. N		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE
-----	-----	-----
WOLFBONE (TREND AREA)	240.00	14,000
HSF STATE 3	660	0
		1
		08

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.



APPLICATION FOR ALTERNATE SURFACE CASING PROGRAM
Statewide Rule 13(b)(2)(g)
RRC District 8/8A

7/03

Operator's Name and Address: Comstock Oil & Gas, LP 5300 Town & Country Blvd, Ste 500 Frisco, TX 75034	Lease: HSF State 3	Well No.: 1
	Field: Wolfbone (Trend Area)	
	Drilling Permit No.: 734931	
	County: Reeves	RRC District: 08
	Location: Sec. 3 Block C-9 Sur. PSL Twp.	
Proposed TD: 14000		

Distance and Direction from nearest town: 9.6 miles SW from Pecos

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 1325 ft, and
from 2000 ft to 2425 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 1/4 mile): There are no water wells within a 1/4 mile radius of this location.

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: 1325 Multi-Stage tool depth (if applicable): _____

Intermediate or production casing depth: 4575 Multi-Stage tool depth (if applicable): 2475

Centralizer number and placement: Middle of 1st jt, top of 2nd jt, then every 4th jt to DV tool; one above DV tool then every 4th jt to surf (total 37)

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: Request to set surface casing at 1325'. Cement data not attached. The cement used on this well
will be the same as all other wells drilled by Comstock in this area in the past.

PROVISIONS APPLICABLE 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: Rhonda Kaschmitter OPTIONAL: Signatory's Printed Name and Title Print Name: Rhonda Kaschmitter Date: 3/14/2012 Phone: 972-668-8828

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: Critical Zone Slurry required across all Waterboards	
☐ Approved ☒ Approved as Modified ☐ Denied	By: <i>Danny Miller</i> Date: 3-16-12
Remarks/Modifications: Contact Midland District office immediately if waterflow is encountered before both Surface Casings have been set and cemented.	

RESET FORM

Depth of Usable-Quality Groundwater to Be Protected
SC Letter Request Form

Print Form

The information requested is essential in order for this agency to provide an appropriate response. Fill in the required blanks(*) as well as the location information that applies to this well. **If you need an application to be expedited, a \$75 per application fee is required.** Allow 1 to 4 working days for expedited letters and up to two weeks for non-expedited letters. Contact us at 512-463-2741 or e-mail us at <gau@rrc.state.tx.us> if you have any questions.

Name of Person Preparing this request	
*Name Rhonda Kaschmitter	*Operator Name Comstock Oil & Gas, LP
*Phone# [w/AC] 972-668-8828	*Address 1 5300 Town & Country Blvd
*Fax# [w/AC] 972-668-8822	Address 2 Suite 500
e-mail rkaschmitter@comstockresources.com	*City Frisco *State TX
E-mail address required if requesting return of completed SC Letter PDF Form by e-mail.	*Operator ID 170040 *Zip Code 75034

You may submit this form by e-mail, **along with a scanned location map** (and well log if available), to <gau@rrc.state.tx.us>. It will be checked for completeness and you will be notified if additional data is needed. You may use the RRC Online Payment System at <<http://webapps.rrc.state.tx.us/RM/welcomeRrcPayPortalAction.do>>. Mailing address: Groundwater Advisory Unit PO Box 12967 Austin, Texas 78711-2967

*County Name REEVES	*Lease Name HSF State 3	*Well No. 1
*Survey Name PSL/W. D. Johnson	Abstract No. A- 4692	Lease#
Block No. C-9	Township	Section 3
League	Range	Labor
	Share	Lot No.
	Tract	Porcion
*Distances, in feet, and direction, measured at right angles from SURVEY Lines (NOT LEASE LINES)		
660 feet from W line and	660 feet from N Line.	
API#	RRC Dist No. 8	*Map Image Name 170040389HSFState3_1_map.tif

*GPS or X-Y State Plane Feet Coordinates (One set of coordinates is required for this application)					
DMS Format:	LAT:	Lat Deg	Lat Min	Lat Sec	LAT(DD)
Datum 83	LON:	Lon Deg	Lon Min	Lon Sec	LON(DD)

X-Y State Plane	X-Coord 980,411	Y-Coord 615,874	SP Zone C	SP Datum 27
------------------------	--	--	--	--

Elevation 2683	*Total Depth 14,000	Formation at TD Wolfcamp	*Expedite (\$75 fee) Y/N? Y
*Purpose of Request ND	--> Other [Specify]	Previous SC-number for this well	
Remarks			

RAILROAD COMMISSION OF TEXAS

Groundwater Advisory Unit

Print this receipt for your records. If you are sending the hardcopy documents related to this payment, include a copy of this receipt and fax or mail to:

Railroad Commission of Texas
Groundwater Advisory Unit
P.O. Box 12967
Austin, TX 78711-2967

Fax: 512-463-7324

Payer Information	
Name	RHONDA KASCHMITTER
Company Name	COMSTOCK OIL & GAS, LP
Phone	(972) 668-8828
E-mail Address	RKASCHMITTER@COMSTOCKRESOURCES.COM

Fee Description	Amount	Quantity	Total
Surface Casing Letter Expedite Fee	\$75.00	1	\$ 75.00
Total Fees			\$ 75.00
Convenience Fee		3%	\$ 2.25
TOTAL PAYMENT			\$ 77.25

Payment Information	
Payment Amount	\$ 77.25
Date and Time	02/28/2012 15:42:06 PM
Trace Number	455RM05Z0S100CN
Authorization Code	SUCCESS
Register Number	10032049

Location Information	
Lease Name	HSF STATE 3
County Name	REEVES
County Code	389
Well Number	1
API Number	

For specific questions, please contact:

Subject Area

Email

Phone

Fax

Surface Casing Letter

gau@rrc.state.tx.us

512-463-2741

512-463-7324



Texas Water Development Board
Water Information Integration & Dissemination System



Water Well Locations

HSF State 3 #1



- Legend**
- | | | |
|-----------------------|-------------------|----------|
| theSBLayer | Other State Roads | Counties |
| TWDB Groundwater Data | Interstate Hwy | |
| State Hwy | US Hwy | |
| FM & RM Roads | 7.5' USGS Grid | |
| | 2.5' State Grid | |

Groundwater
Advisory Unit

GROUNDWATER PROTECTION DETERMINATION

Date **March 12, 2012**

GAU File No.: SC- **3926**

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

API Number **38933236**

Attention: **RHONDA KASCHMITTER**

RRC Lease No. **000000**

SC_170040_38933236_000000_3926.pdf

COMSTOCK O&G LP
5300 TOWN & COUNTRY BLVD
STE 500
FRISCO TX 75034

P-5# 170040

--Measured--

660 ft FWL

660 ft FNL

MRL: SECTION

Digital Map Location:

X-coord/Long **980411**

Y-coord/Lat **615874**

Datum **27** Zone **C**

County **REEVES**

Lease & Well No. **HSF STATE 3 #1**

Purpose **ND**

Location **SUR-PSL,BLK-C9,SEC-3,--[TD=14000],[RRC 8],**

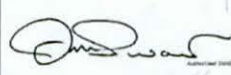
To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Texas Railroad Commission recommends:

Water-bearing strata from the land surface to a depth of 1325 feet and the RUSTLER, which is estimated to occur from 2000 to 2425 feet must be protected.

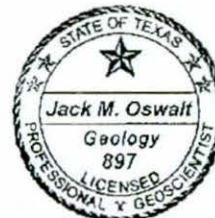
Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is intended for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

If you have any questions, please contact us at 512-463-2741, gau@rrc.state.tx.us, or by mail.

Sincerely,


Digitally signed by Jack Oswalt
DN: c=US, st=TEXAS, l=Austin, o=Railroad
Commission of Texas, cn=Jack Oswalt,
email=jack.oswalt@rrc.state.tx.us
Date: 2012.03.12 15:48:39 -0500
Jack M. Oswalt, P.G.

GEOLOGIST SEAL



Geologist, Groundwater Advisory Unit
Oil & Gas Division

The seal appearing on this document was authorized by Jack M. Oswalt on 3/12/2012
Note: Alteration of this electronic document will invalidate the digital signature.

File No. MF 110853permit, plat, TCEQ letter389-33236Date Filed: 6/27/13

Jerry Patterson, Commissioner

By MB Barnstone

MF 110853

Railroad Commission of Texas
Oil And Gas Division
Request for Clearance of Storage Tanks

Form P-8

Reference No. 1825

Prior to Potential Test

1. Operator's Name and Address (Exactly as shown on Form P-5 Organization Report) COMSTOCK OIL & GAS, LP STE 500 5300 TOWN AND COUNTRY BLVD FRISCO, TX 75034-0000 2. RRC Operator Number: <u>170040</u>		3. RRC District No. 08
		4. County of Well Site REEVES
		5. API No. 42-389-33236
6. Field Name (Wildcat or exactly as shown on RRC records) WOLFBONE (TREND AREA)		7. Drilling Permit No. 734931
8. Rule 37 Case No.		
9. Lease Name HSF STATE 3		10. Oil lease No.
11. Well No. 1		
12. Drilling completed on <u>04/17/2012</u>		13. Completion report--Form W-2 or G-1--will be filed on <u>06/15/2012</u>
14. Oil or condensate gatherer's name and address SHELL TRADING (US) COMPANY P O BOX 4604 HOUSTON, TX 77210-4604 (713) 230-7517		15. Authorization to transport oil or condensate (mark one) ☒ Form P-4 attached ☒ Form P-4 Filed on <u>05/23/2012</u>
16. This request is for <u>3000</u> barrels of ☒ crude oil OR ☐ condensate		17. Amount of oil/condensate in tanks <u>100</u> barrels on <u>05/23/2012</u>
18. Storage capacity in bbls. Tank battery <u>0</u> Test tanks <u>2000</u> Total <u>2000</u>		
19. Previous request for clearance. Amount <u>0</u> barrels granted on _____		
20. Reason for current request for clearance (explain briefly) Request clearance while waiting to run initial potential. This is a new well that was turned to the tanks on 5/19/2012. The well is currently producing 25 bopd.		
Rhonda Kaschmitter Name of operator's representative		REGULATORY MANAGER Title of person
(972) 668-8828 Telephone	<u>05/23/2012</u> Date	
RRC District Office Action		
Status: Approved	Barrels recommended <u>3000</u>	RRC Staff <u>05/24/2012</u> Date

**CERTIFICATE OF COMPLIANCE
AND TRANSPORTATION AUTHORITY**

READ INSTRUCTIONS ON BACK

P-4

5/02
DBC0702

1. Field name exactly as shown on proration schedule Wolfbone (Trend Area)		2. Lease name as shown on proration schedule HSF State 3					
3. Current operator name exactly as shown on P-5 Organization Report Comstock Oil & Gas, LP		4. Operator P-5 no. 170040	5. Oil Lse/Gas ID no.	6. County Reeves	7. RRC district 08		
8. Operator address including city, state, and zip code 5300 Town and Country Blvd, Suite 500 Frisco, TX 75034		9. Well no(s) (see instruction E) 1					
		10. Classification ☒ Oil ☐ Gas ☐ Other (see instruction A)			11. Effective Date		
12. Purpose of Filing. (Complete section a or b below.) (See instruction 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 Due to: ☒ new completion or recompletion ☐ reclass oil to gas ☐ reclass gas to oil ☐ other well (specify) _____ ☐ consolidation, unitization, or subdivision (oil lease only)							
13. Authorized GAS WELL GAS or CASINGHEAD GAS Gatherers 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 <i>(Attach an additional sheet in same format if more space is needed)</i>			Purchaser's RRC Assigned System Code	Percent of Take	Full-well stream
X		Pecos River Pipeline I, L.P. (649247)				100	
	X	Regency Field Services LLC (698769)			0001	100	
14. Authorized OIL or CONDENSATE Gatherer(s). (See instruction G).							
Name of OIL or CONDENSATE Gatherer(s) - List Highest Volume Gatherer First <i>(Attach an additional sheet in same format if more space is needed)</i>					Percent of Take	RRC USE ONLY Reviewer's initials: _____ Approval date: _____	
Shell Trading (US) Company (774715)					50		
Plains Marketing, L P (667883)					50		
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 Name (print) Title					Signature ☐ Authorized Employee of previous operator ☐ Authorized agent of previous operator (see instruction G) 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.							
Rhonda Kaschmitter Name (print) Regulatory Manager Title E-mail Address (optional)					Rhonda Kaschmitter Signature ☒ Authorized Employee of current operator ☐ Authorized agent of current operator (see instruction G) 05/23/2012 Date (972)668-8828 Phone with area code		

File No. MF 110853

P-8, P-4 389-33236

Date Filed: 6/27/13

Jerry Patterson, Commissioner

By Mr. Barnston

MF 110853

RAILROAD COMMISSION OF TEXAS

Tracking No.: 46704

Oil and Gas Division

Status: Submitted

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

API No. 42- 389-33236

7. RRC District No.

08

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

8. RRC Lease No.

1. FIELD NAME (as per RRC Records or Wildcat)

WOLFBONE (TREND AREA)

2. LEASE NAME

HSF STATE 3

9. Well No.

1

3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report)

COMSTOCK OIL & GAS, LP

RRC Operator No.

170040

10. County of well site

REEVES

4. ADDRESS

STE 500 5300 TOWN AND COUNTRY BLVD FRISCO, TX 75034-0000

11. Purpose of filing

Initial Potential

☒

Retest

☐

Reclass

☐

Well record only

(Explain in remarks)

☐

6a. Location (Section, Block, and Survey)

3, C-9, PSL/W D JOHNSON, A-4692

6b. Distance and direction to nearest town in this county.

9.6 MILES SW FROM PECOS

12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no.

FIELD & RESERVOIR

GAS ID or

OIL LEASE #

Oil-O

Gas-G

Well #

N/A

13. Type of electric or other log run

Combo of Induction/Neutron/Density

14. Completion or recompletion date

05/19/2012

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

15. Date of test 05/30/2012	16. No. of hours tested 24	17. Production method (Flowing, Gas Lift, Jetting, Pumping- Size & Type of pump) Flowing			18. Choke size 14/64
19. Production during Test Period	Oil - BBLS 202.0	Gas - MCF 447	Water - BBLS 931	Gas - Oil Ratio 2212	Flowing Tubing Pressure 1775.0 PSI
20. Calculated 24- Hour Rate	Oil - BBLS 202.0	Gas - MCF 447	Water - BBLS 931	Oil Gravity-API-60° 44.0	Casing Pressure 1775.0 PSI
21. Was swab used during this test? Yes ☐ No ☒		22. Oil produced prior to test (New & Reworked wells) 674.0			23. Injection Gas-Oil Ratio
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.

COMSTOCK OIL & GAS, LP

Type or printed name of operator's representative

(972) 668-8828

06/11/2012

Telephone: Area Code

Number

Month Day Year

Regulatory Manager

Title of Person

Rhonda Kaschmitter

Signature

SECTION III										DATA ON WELL COMPLETION AND LOG (Not Required on Retest)									
24. Type of Completion New Well ☒ Deepening ☐ Plug Back ☐ Other ☐										25. Permit to Drill, Plug Back or Deepen DATE 03/12/2012 PERMIT NO. 734931 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 COMSTOCK OIL & GAS, LP																			
27. Number of producing wells on this lease in this field (reservoir) including this well 1					28. Total number of acres in this lease 240.0														
29. Date Plug Back, Deepening, Workover or Drilling Operations: Commenced 04/01/2012 Completed 04/17/2012					30. Distance to nearest well, Same Lease & Reservoir 0.0														
31. Location of well, relative to nearest lease boundaries 660.0 Feet From East Line and 660.0 Feet from North Line of the HSF STATE 3 Lease																			
32. Elevation (DF, RKB, RT, GR ETC.) 2683 GL										33. Was directional survey made other than inclination (Form W-12)? ☐ Yes ☒ No									
34. Top of Pay 9856		35. Total Depth 11307		36. P. B. Depth 11269		37. Surface Casing Determined by Field Rules ☐ Recommendation of T.D.W.R. ☒ Railroad Commission (Special) ☒		Dt. of Letter 03/12/2012		Dt. of Letter 03/16/2012									
38. Is well multiple completion? ☐ Yes ☒ No																			
39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No. FIELD & RESERVOIR N/A										GAS ID or OIL LEASE #		Oil-G Gas-G		Well #					
40. Intervals Drilled by: Rotary Tools ☒ Cable Tools		41. Name of Drilling Contractor CACTUS DRILLING										42. Is Cementing Affidavit Attached? ☒ 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	1353		CL C 1130	17 1/2	SURFACE	1883.0												
9 5/8	40.0	0	2477	PREM & CL C 2240	12 1/4	SURFACE	3782.9												
9 5/8	40.0	4598		PREM 800	12 1/4	SURFACE	1616.0												
5 1/2	17.0	11307		CL H 1830	8 3/4	6080	2511.4												
44. LINER RECORD																			
Size	Top	Bottom	Sacks Cement	Screen															
N/A																			
45. TUBING RECORD																			
Size	Depth Set	Packer Set	From	9856	To	9992													
N/A			From	10016	To	10146													
			From	10214	To	10410													
			From	10432	To	10630													
			From	10668	To	10900													
			From	10956	To	11147													
46. Producing Interval (this completion) Indicate depth of perforation or open hole																			
47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.																			
Depth Interval			Amount and Kind of Material Used																
9856.0 - 9992.0			162,051 GALS SW, 90,189 GALS GEL & 247,362# PROPPANT																
10016.0 - 10146.0			168,873 GALS SW, 115,202 GALS GEL & 318,321# PROPPANT																
10214.0 - 10410.0			209,012 GALS SW, 207,687 GALS GEL & 470,873# PROPPANT																
10432.0 - 10630.0			280,631 GALS SW, 184,824 GALS GEL & 482,133# PROPPANT																
10668.0 - 10900.0			200,478 GALS SW, 123,126 GALS GEL & 327,732# PROPPANT																
10956.0 - 11147.0			90,450 GALS SW, 165,429 GALS GEL & 199,792# PROPPANT																
48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)																			
Formations	Depth	Formations	Depth																
RUSTLER	1991.0	BRUSHY CANYON	6519.0																
LAMAR	4504.0	BONE SPRING	7612.0																
DELAWARE	4537.0	WOLFCAMP	10003.0																
CHERRY CANYON	5448.0																		

REMARKS: REQUEST EXTENSION TO SWR38(B)(5)(A) REQUIREMENT FOR RUNNING TUBING PER FIELD RULES, DOCKET
08-0272347.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-12
(1-1-71)
FOD1296

INCLINATION REPORT (One Copy Must Be Filed With Each Completion Report)		6. RRC District 08
1. FIELD NAME (as per RRC Records or Wildcat) Wolfbone (Trend Area)		7. RRC Lease Number. (Oil completions only)
2. LEASE NAME HSF State 3		8. Well Number 1
3. OPERATOR Comstock Oil & Gas, LP		9. RRC Identification Number (Gas completions only)
4. ADDRESS 5300 Town & Country Blvd. Ste 500 Frisco, TX 75034		10. County Reeves
5. LOCATION (Section, Block, and Survey) Sec 3, Block C-9, P56/W.D. Johnson, A-4692		

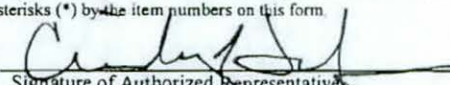
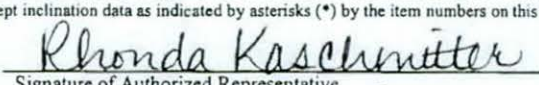
RECORD OF INCLINATION

*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)
448	4.48	3/4	1.3090	5.86	5.86
856	4.08	3/4	1.3090	5.34	11.20
1350	4.94	1	1.7452	8.62	19.83
1372	0.22	2/3	1.1170	0.25	20.07
1467	0.95	1/2	0.8901	0.85	20.92
1562	0.95	5/6	1.4486	1.38	22.29
1657	0.95	6/7	1.5009	1.43	23.72
1753	0.96	1	1.6754	1.61	25.33
1848	0.95	1 1/5	2.0768	1.97	27.30
1943	0.95	1 1/3	2.3734	2.25	29.56
2228	2.85	1 3/8	2.4083	6.86	36.42
2323	0.95	1 3/5	2.8096	2.67	39.09
2418	0.95	1 3/5	2.7922	2.65	41.74
2514	0.96	2	3.3853	3.25	44.99
2608	0.94	2	3.6120	3.40	48.39

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 10950 feet = 256.46 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 467 feet.
22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? No

(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.  Signature of Authorized Representative Cindy Hofacer, Contract Administrator Name of Person and Title (type or print) Cactus Drilling Company, L.L.C. Name of Company Telephone: <u>405.577.5347</u> Area Code	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.  Signature of Authorized Representative Rhonda Kaschmitter, Regulatory Manager Name of Person and Title (type or print) Comstock Oil & Gas, LP Operator Telephone: <u>972.668.8828</u> Area Code
---	---

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)
2704	0.96	1 7/9	3.1062	2.98	51.37
2799	0.95	1 3/4	3.0713	2.92	54.29
2894	0.95	1 5/7	3.0015	2.85	57.14
2990	0.96	1 3/4	3.0364	2.91	60.05
3054	0.64	1 4/5	3.1411	2.01	62.06
3179	1.25	1 1/2	2.6177	3.27	65.33
3275	0.96	1 2/3	2.8619	2.75	68.08
3370	0.95	1 1/2	2.5479	2.42	70.50
3466	0.96	1 2/3	2.9143	2.80	73.30
3561	0.95	1 4/9	2.5305	2.40	75.70
3656	0.95	1 3/7	2.4781	2.35	78.06
3847	1.91	1 1/2	2.6875	5.13	83.19
3934	0.87	1 5/8	2.8445	2.47	85.67
4038	1.04	2	3.5597	3.70	89.37
4133	0.95	2 1/7	3.7341	3.55	92.92
4229	0.96	2	3.5074	3.37	96.28
4324	0.95	1 4/5	3.1236	2.97	99.25
4419	0.95	1 3/5	2.7747	2.64	101.89
4757	3.38	1/2	0.8727	2.95	104.84
5235	4.78	1/5	0.3491	1.67	106.50
5710	4.75	3/5	1.0472	4.97	111.48
6185	4.75	2/3	1.2217	5.80	117.28
6664	4.79	2/7	0.5236	2.51	119.79
7043	3.79	1	1.7452	6.61	126.40
7329	2.86	2	3.4899	9.98	136.39
7521	1.92	1 3/5	2.7922	5.36	141.75
7996	4.75	2 1/5	3.8388	18.23	159.98
8475	4.79	2 2/5	4.1876	20.06	180.04
8949	4.74	1	1.7452	8.27	188.31
9333	3.84	2 1/9	3.6644	14.07	202.38
9426	0.93	2	3.4899	3.25	205.63
9519	0.93	2 3/5	4.5363	4.22	209.85
9998	4.79	2 2/7	4.0132	19.22	229.07
10478	4.80	1 1/2	2.6177	12.56	241.64
10950	4.72	1 4/5	3.1411	14.83	256.46

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

Form W-15
Cementing Report
Rev. 4/1/83
HAL1199

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As Shown on Form P-5, Organization Report) Comstock Oil & Gas, LP	2. RRC Operator No. 170040	3. RRC District No. 08	4. County of Well Site Reeves
5. Field Name (Wildcat or Exactly as Shown on RRC Records) Wolfbone (Trend Area)		6. API No. 42-389-33236	7. Drilling Permit No. 734931
8. Lease Name HSF State 3	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		4/3/2012					
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)		1353					
17. Number of centralizers used		11					
18. Hrs. waiting on cement before drill-out		33.5					
1st Slurry	19. API cement used: No. of sacks ▶	785					
	Class ▶	Class C					
	Additives ▶	Remarks					
2nd Slurry	No. of sacks ▶	345					
	Class ▶	Class C					
	Additives ▶	Remarks					
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu.ft.) ▶	1428					
	Height (ft.) ▶	2056					
2nd	Volume (cu.ft.) ▶	455					
	Height (ft.) ▶	655					
3rd	Volume (cu.ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu.ft.) ▶	1883					
	Height (ft.) ▶	2711					
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		yes 493sks					
22. Remarks Lead Slurry Adds. , (Econocem) 1 lbm Kol-Seal Tail Slurry Adds. (Halcem)						Sales Order 9405555 Customer Name COMSTOCK OIL & GAS LP Lease HSF State 3 Well Number 1 Reeves County	

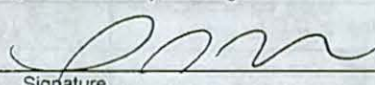
OVER ►

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 cement								

CEMENTER'S 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 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.

Ivho R. Ramos
Name and Title of Cemente's Representative

Halliburton Energy Services
Cementing Company

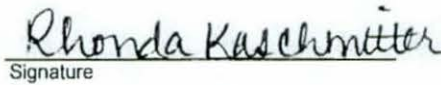

Signature

6155 W. Murphy Odesaa TX. 79763 432-571-8600 4/3/2012
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.

Rhonda Kaschmitter
Typed or Printed Name of Operator's Representative

Reg. Mgr.
Title


Signature

5300 Town & Country Blvd, Ste 500, Frisco, TX 75034 972.668.8828 6/1/2012
Address City, State, Zip Code Tel: Area Code Number Date: Mo. Day Yr.

Instruction 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 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 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 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 (b) (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 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

1 of 2

Form W-15
Cementing Report
Rev. 4/1/83
HAL1199

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As Shown on Form P-5, Organization Report) Comstock Oil & Gas, LP	2. RRC Operator No. 170040	3. RRC District No. 08	4. County of Well Site Reeves
5. Field Name (Wildcat or Exactly as Shown on RRC Records) Wolfbone (Trend Area)		6. API No. 42-389-33236	7. Drilling Permit No. 734931
8. Lease Name HSF State 3	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date						4/8/2012	4/8/2012
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)						2477	4598
17. Number of centralizers used						2	21
18. Hrs. waiting on cement before drill-out						50.5	54.5
1st Slurry	19. API cement used: No. of sacks ▶					400	500
	Class ▶					prem. Plus	prem. Plus
	Additives ▶					see remarks	see remarks
2nd Slurry	No. of sacks ▶					410	300
	Class ▶					prem. plus	prem. Plus
	Additives ▶					none	none
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu.ft.) ▶					1092	1220
	Height (ft.) ▶					3102	3894
2nd	Volume (cu.ft.) ▶					689	396
	Height (ft.) ▶					2198	1222
3rd	Volume (cu.ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu.ft.) ▶					1781	1616
	Height (ft.) ▶					5300	5116
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?						none	yes

22. Remarks	Sales Order 9415369 Customer Name COMSTOCK OIL & GAS LP Lease HSF State 3 Well Number 1 Reeves County
first lead; .2% HR12, >25 LBM D-air 5000, 1Lbm Kol-seal, 30 bbls rets to surf first stage tail; none second lead; .25 lbm D-air 5000, lost rets second stage tail; none lost returns while cmtg tv tool. Rec'd approval from Santos Gonzales (Dist 8) to perf csg and cmt. Perf'd csg and cmt'd w/ 1430 sk cmt (see other W-15)	OVER

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 cement								

CEMENTER'S 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 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.

Jesus H. Padilla SS1 Halliburton Energy Services [Signature]
Name and Title of Cementer's Representative Cementing Company Signature
6155 West Murphy Odessa, Texas 79762 1800-844-8451 4/8/2012
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.

Rhonda Kaschmitter Reg. Mgr. Rhonda Kaschmitter
Typed or Printed Name of Operator's Representative Title Signature
5300 Town & Country Blvd, Ste 500, Frisco, TX 75034 972-668-8828 4/7/2012
Address City State Zip Code Tel: Area Code Number Date: Mo. Day Yr.

Instruction 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 **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 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 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 (b) (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 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

2 of 2

Form W-15
Cementing Report
Rev. 4/1/83
HAL1199

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As Shown on Form P-5, Organization Report) Comstock Oil & Gas, LP	2. RRC Operator No. 170040	3. RRC District No. 08	4. County of Well Site Reeves
5. Field Name (Wildcat or Exactly as Shown on RRC Records) Wolfbone (Trend Area)	6. API No. 42-389-33236	7. Drilling Permit No. 734931	
8. Lease Name HSF State 3	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date			4/9/2012				
13. *Drilled hole size			12 1/4				
*Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)			9 7/8				
15. Top of liner (ft)							
16. Setting depth (ft)			2477				
17. Number of centralizers used			2				
18. Hrs. waiting on cement before drill-out			50.5				
1st Slurry	19. API cement used: No. of sacks ▶		1430				
	Class ▶		C				
	Additives ▶		SEE REMARKS				
2nd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu.ft.) ▶		1901.9				
	Height (ft.) ▶		6072.76				
2nd	Volume (cu.ft.) ▶						
	Height (ft.) ▶						
3rd	Volume (cu.ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu.ft.) ▶		1901.9				
	Height (ft.) ▶		6072.76				
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?			YES				

22. Remarks FIRST SLURRY: 94 lbm PREMIUM PLUS CLASS C CIRCULATED 396 SACKS BACK TO SURFACE Perfed csg @ 1790g cmt csg. Second attempt to cmt DV tool on intermediate string. 13 7/8" x 9 7/8" annulus tested to 500# per Santos Gonzales request.	Sales Order Customer Name COMSTOCK OIL & GAS LP Lease HSF State 3 Well Number Reeves County
---	--

OVER ►

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 cement								

CEMENTER'S 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 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.

DESERREE MCCARTER FOP
Name and Title of Cementer's Representative

Halliburton Energy Services
Cementing Company

Deserree McCarter
Signature

6155 WEST MURPHY STREET ODESSA TX 79763
Address City State Zip Code

800-844-8451
Tel: Area Code Number

4/9/2012
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.

Rhonda Kaschmitter
Typed or Printed Name of Operator's Representative
5300 Town & Country Blvd, Ste 500, Frisco, TX 75034
Address City State Zip Code

Keg. Mgr
Title
972-668-8828
Tel: Area Code Number

Rhonda Kaschmitter
Signature
6/7/2012
Date: Mo. Day Yr.

Instruction 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 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 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 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 (b) (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 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.

Cementor: Fill in shaded areas
Operator: Fill in other items

Form W-15
Cementing Report
Rev. 4/1/83
HAL1199

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As Shown on Form P-5, Organization Report) Comstock Oil & Gas, LP	2. RRC Operator No. 170040	3. RRC District No. 08	4. County of Well Site Reeves
5. Field Name (Wildcat or Exactly as Shown on RRC Records) Wolfbone (Trend Area)		6. API No. 42-389-33236	7. Drilling Permit No. 734931
8. Lease Name HSF State 3	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date				4/22/2012			
13. *Drilled hole size				8 3/4			
*Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)				5 1/2			
15. Top of liner (ft)							
16. Setting depth (ft)				11307			
17. Number of centralizers used				33			
18. Hrs. waiting on cement before drill-out							
1st Slurry	19. API cement used: No. of sacks ▶			620			
	Class ▶			H			
	Additives ▶			SEE REMARKS			
2nd Slurry	No. of sacks ▶			910			
	Class ▶			H			
	Additives ▶			SEE REMARKS			
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu.ft.) ▶			1401.2			
	Height (ft.) ▶			5547.21			
2nd	Volume (cu.ft.) ▶			1110.2			
	Height (ft.) ▶			4395.17			
3rd	Volume (cu.ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu.ft.) ▶			2511.4			
	Height (ft.) ▶			9942.38			
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?				NO			
22. Remarks FIRST SLURRY: 47lbm PREMIUM CEMENT CLASS-H, 37lbm POZMIX A CLASS-C, 8% BENTONITE, 2lbm PHENO-SEAL MEDIUM, .25lbm D-AIR 5000, .6% HR-601 SECOND SLURRY: 47lbm PREMIUM CEMENT CLASS H, 37lbm POZMIX A CLASS-C, 2% BENTONITE, .4% HALAD®-344, .3% SUPER CBL, .3% HR-800				Sales Order 9436982 Customer Name COMSTOCK OIL & GAS LP Lease HSF State 3 Well Number 1 Reeves County			

OVER ►

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 cement								

CEMENTER'S 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 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.

DESEREE MCCARTER FOP
Name and Title of Cemente's Representative

Halliburton Energy Services
Cementing Company

Deseree McCarter
Signature

6155 WEST MURPHY STREET ODESSA TX 79763
Address City State, Zip Code

800-844-8451
Tel: Area Code Number

4/22/2012
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.

Rhonda Kaschmitter
Typed or Printed Name of Operator's Representative

Reg. Mgr.
Title

Rhonda Kaschmitter
Signature

5300 Town & Country Blvd, Ste 500, Frisco, TX 75034
Address City, State, Zip Code

972-668-8828
Tel: Area Code Number

6/7/2012
Date: Mo. Day Yr.

Instruction 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 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 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 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 (b) (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 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.

RAILROAD COMMISSION OF TEXAS

Oil and Gas Division

ELECTRIC LOG
STATUS REPORT

FORM L-1

Tracking No.: 46704

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: COMSTOCK OIL & GAS, LP	District No. 08	Completion Date: 05/19/2012
Field Name WOLFBONE (TREND AREA)	Drilling Permit No. 734931	
Lease Name HSF STATE 3	Lease/ID No.	Well No. 1
County REEVES	API No. 42- 389-33236	

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). _____

Rhonda Kaschmitter

Signature

COMSTOCK OIL & GAS, LP

Name (print)

Regulatory Manager

Title

(972) 668-8828

Phone

06/11/2012

Date

-FOR RAILROAD COMMISSION USE ONLY-

Schlumberger

Company: Comstock Oil & Gas

Well: HSF State 3 #1

Field: Wolfbone (Trend Area)

County: Reeves State: Texas

Reeves County: Field: Location: Well: Company:	Platform Express			
	Triple Combo			
	HRLA-TLD-HGNS-HNGS			
	Location:	660' FWL & 660' FNL Section 3, Block C9, Abstract 4692 PSL / W. D. Johnson Survey	Elev. K.B.	2706.50 ft
			G.L.	2683.00 ft
		D.F.	2705.50 ft	
	Permanent Datum:	Ground Level	Elev.:	2683.00 f
	Log Measured From:	Kelly Bushing	23.50 ft	above Perm.Datum
	Drilling Measured From:	Kelly Bushing		
	API Serial No.	Section:	Block:	Abstract:
	42-389-33236	3	C9	4692
Logging Date		18-Apr-2012		
Run Number		1		
Depth Driller		11307.00 ft		
Schlumberger Depth		11321.00 ft		
Bottom Log Interval		11321.00 ft		
Top Log Interval		4596.00 ft		
Casing Driller Size @ Depth		9.625 in @ 4598.00 ft		
Casing Schlumberger		4596 ft		
Bit Size		8.75 in		
Type Fluid In Hole		Salt Brine		
MUD	Density	Viscosity	9.7 lbm/gal	29 s
	Fluid Loss	PH		11
	Source of Sample		Active Tank	
RM @ Meas Temp		0.05 ohm.m @ 79 degF		
RMF @ Meas Temp		0.05 ohm.m @ 79 degF		
RMC @ Meas Temp				
Source RMF		RMC	Rmf = Rm	
RM @ BHT		RMF @ BHT	0.02 @ 182.3	0.02 @ 182.3
Max Recorded Temperatures		182.3 degF		
Circulation Stopped Time		17-Apr-2012 23:30:00		
Logger on Bottom Time		18-Apr-2012 12:40:37		
Unit Number	Location:	2381	Midland, Texas	
Recorded By		Chris Grimes		
Witnessed By		Adam Franklin		

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.: 46704

1. Field name exactly as shown on proration schedule WOLFBONE (TREND AREA)		2. Lease name as shown on proration schedule HSF STATE 3					
3. Current operator name exactly as shown on P-5 Organization Report COMSTOCK OIL & GAS, LP		4. Operator P-5 no. 170040	5. Oil Lse/Gas ID no.	6. County REEVES	7. RRC district 08		
8. Operator address including city, state, and zip code STE 500 5300 TOWN AND COUNTRY BLVD FRISCO, TX 75034		9. Well no(s) (see instruction E) 1			11. Effective Date 05/19/2012		
		10. Classification ☒ Oil ☐ Gas ☐ Other (see instruction A)					
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		PECOS RIVER PIPELINE I, L.P.(649247)				100.0	
	X	REGENCY FIELD SERVICES LLC(698769)			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	
SHELL TRADING (US) COMPANY(774715)						50.0	
PLAINS MARKETING, L.P.(667883)						50.0	
RRC USE ONLY: Reviewer's initials: _____ Approval date: _____							
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. COMSTOCK OIL & GAS, LP Rhonda Kaschmitter Name (print) _____ Signature _____ Regulatory Manager _____ ☐ Authorized Employee of current operator ☐ Authorized agent of current operator (see instruction G) Title _____ Date 06/11/2012 Phone with area code (972) 668-8828 E-mail Address (optional) rkaschmitter@comstockresources.com							

STATEMENT OF PRODUCTIVITY OF ACREAGE
ASSIGNED TO PRORATION UNITS

Form P-15

Tracking No.: 46704

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 COMSTOCK OIL & GAS, LP ,

OPERATOR

HSF STATE 3

LEASE

No. 1

WELL

; that such well is

completed in the WOLFBONE (TREND AREA) Field, REEVES 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 _____

160.0 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,

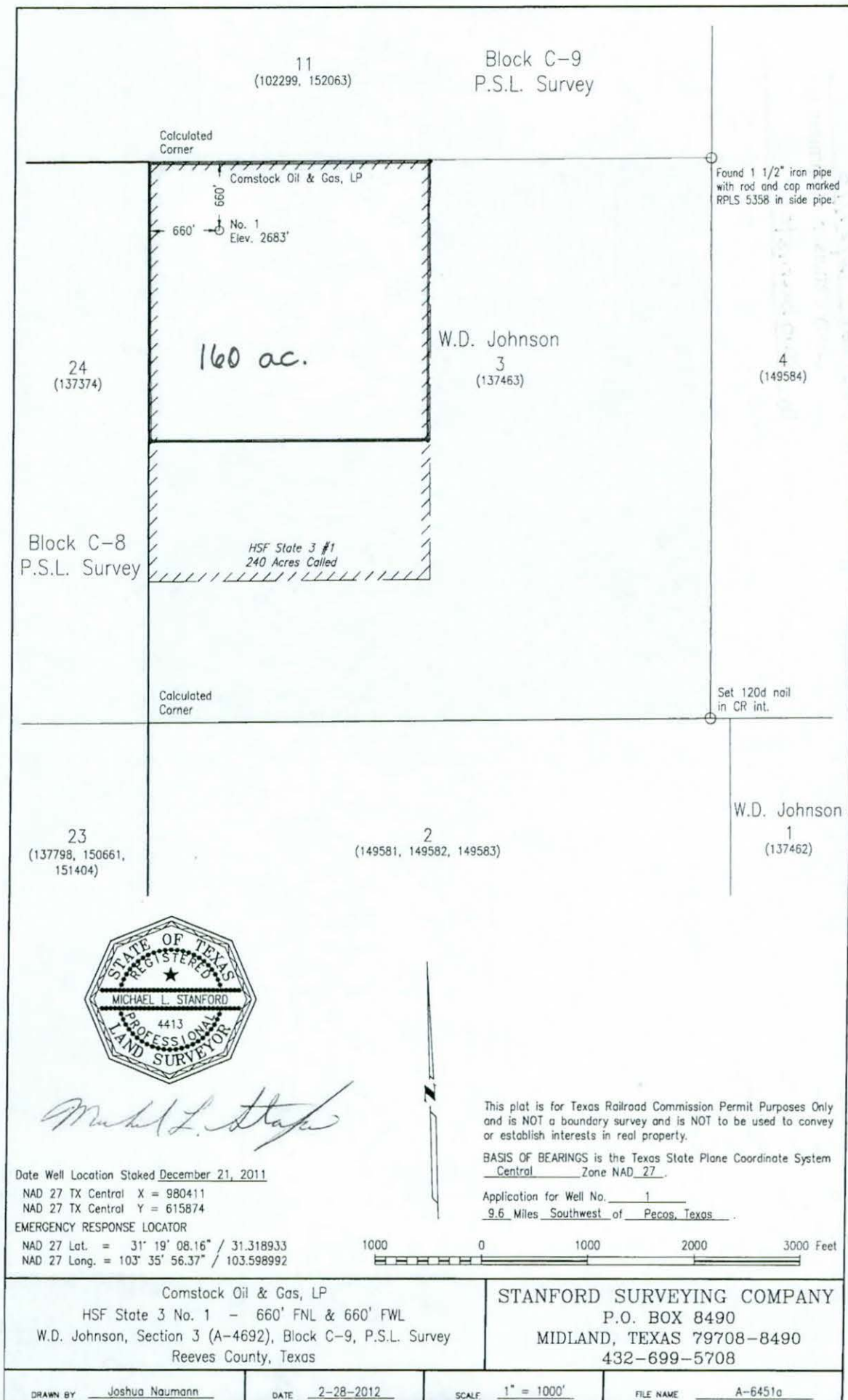
Date 06/11/2012 Signature Rhonda Kaschmitter

Telephone (972) 668-8828 Title Regulatory Manager
AREA CODE

Comstock Oil & Gas, LP
HSF State 3 #1
240 acre lease
Wolfbone (Trend Area) Field
Reeves County, TX
Drilling Permit No. 734931
Tracking No. 46704

ATTACHMENT TO FORM P-15

<u>Well Name</u>	<u>Acreage assigned to well</u>	<u>Total lease acreage available</u>
		240.00 acres
HSF State 3 #1	160.00 acres	80.00 acres



File No. MF 110853

W-2 and attachments

389-33236

Date Filed: 6/27/13

Jerry Patterson, Commissioner

By MB Barnstone

APPLICATION FOR ALTERNATE SURFACE CASING PROGRAM

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

RRC District 8/8A

7/03

137463

MT-
110853

Operator's Name and Address: Comstock Oil & Gas, LP 5300 Town & Country Blvd, Ste 500 Frisco, TX 75034	Lease: HSF State A 3	Well No.: 1
	Field: Wolfbone (Trend Area)	
	Drilling Permit No.: 746903 (pending)	
	County: Reeves	RRC District: 08
	Location: Sec. 3 Block C-9 Sur. John Twp.	
Proposed TD: 12,000		

Distance and Direction from nearest town: 10.2 miles SW of Pecos

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 1350 ft, and from 1900 ft to 2400 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 1/4 mile): There are no water wells within a 1/4 mile radius of this location.

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: 1350 Multi-Stage tool depth (if applicable): _____

Intermediate or production casing depth: 4550 Multi-Stage tool depth (if applicable): 2450

Centralizer number and placement: 5' up from FS, next 2 collars above FC, then every 4th jt to DV tool; one above & below DV tool then every 4th jt to surf (26 total)

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: No changes to the previously approved cement programs performed on wells drilled by Comstock in Reeves County.

PROVISIONS APPLICABLE TO RULE 13 EXCEPTIONS:

- 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.
- Centralizers must be used through all usable-quality waters. Refer to Rule 13(b)(2)(F).
- Notify District Office 8 hours prior to setting casing.

Signature: Rhonda Kaschmitter Print Name: Rhonda Kaschmitter Date: 8/23/2012 Phone: 972-668-8828

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: Critical Zone Slurry required across all Waterboards	
☐ Approved ☒ Approved as Modified ☐ Denied	By: <u>Danny Miller</u> Date: 8-27-12
Remarks/Modifications: Contact Midland District office immediately if waterflow is encountered before Both Surface Casings are set and cemented.	

RESET FORM

Groundwater
Advisory Unit

GROUNDWATER PROTECTION DETERMINATION

Date August 23, 2012

GAU File No.: SC- 4241

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

API Number 38900000

Attention: RHONDA KASCHMITTER

RRC Lease No. 000000

SC_170040_38900000_000000_4241.pdf

COMSTOCK O&G LP
5300 TOWN&COUNTRY BLVD
STE 500
FRISCO TX 75034

P-5# 170040

--Measured--

660 ft FWL

660 ft FSL

MRL:SECTION

Digital Map Location:

X-coord/Long 980298

Y-coord/Lat 611908

Datum 27 Zone C

County REEVES

Lease & Well No. HSF STATE A 3 #1

Purpose ND

Location SUR-PSL,BLK-C9,SEC-3,--[TD=12000],[RRC 8],

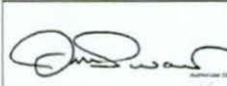
To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Texas Railroad Commission recommends:

Water-bearing strata from the land surface to a depth of 1350 feet and the RUSTLER, which is estimated to occur from 1900 to 2400 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. 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 512-463-2741, gau@rrc.state.tx.us, or by mail.

Sincerely,


Digitally signed by Jack Oswalt
DN: c=US, st=TEXAS, l=Austin,
o=Railroad Commission of Texas,
cn=Jack Oswalt,
email=jack.oswalt@rrc.state.tx.us
Date: 2012.08.23 10:05:36 -05'00'
Jack M. Oswalt, P.G.

GEOLOGIST SEAL



Geologist, Groundwater Advisory Unit
Oil & Gas Division

The seal appearing on this document was authorized by Jack M. Oswalt on 8/23/2012
Note: Alteration of this electronic document will invalidate the digital signature.

API No. _____ Application Status # <u>746903</u> SWR Exception Case/Docket No. _____		RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER <i>This facsimile W-1 was generated electronically from data submitted to the RRC.</i> <i>A certification of the automated data is available in the RRC's Austin office.</i>			FORM W-1 07/2004 Permit Status: Pending Approval <i>The RRC has not approved this application.</i> <i>Duplication or distribution of information is at the user's own risk.</i>	
1. RRC Operator No. 170040		2. Operator's Name (as shown on form P-5, Organization Report) COMSTOCK OIL & GAS, LP		3. Operator Address (include street, city, state, zip):		
4. Lease Name HSF STATE A 3		5. Well No. 1				
GENERAL INFORMATION						
6. Purpose of filing (mark ALL appropriate boxes): ☒ 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 ☐ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack						
8. Total Depth 12000		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☒ Yes ☐ No		
SURFACE LOCATION AND ACREAGE INFORMATION						
11. RRC District No. 08		12. County REEVES		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore		
14. This well is to be located 10.2 miles in a SW direction from Pecos which is the nearest town in the county of the well site.						
15. Section 3		16. Block C-9		17. Survey JOHNSON, W D/PSL		
		18. Abstract No. A-4692		19. Distance to nearest lease line: 660 ft.		
				20. Number of contiguous acres in lease, pooled unit, or unitized tract: 160		
21. Lease Perpendiculars: 660 ft from the W line and 660 ft from the S line.						
22. Survey Perpendiculars: 660 ft from the W line and 660 ft from the S line.						
23. Is this a pooled unit? ☒ Yes ☐ No		24. Unitization Docket No:		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ 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	
08	98359800	WOLFBONE (TREND AREA)		Oil or Gas Well	12000	
				31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir	
				0.00	1	
BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS						
Remarks 				Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge. Rhonda Kaschmitter, Regulatory Manager Name of filer (972)6688828 Phone Date submitted Aug 22, 2012 E-mail Address (OPTIONAL) rkaschmitter@comstockresources.com		
RRC Use Only Data Validation Time Stamp: Aug 22, 2012 10:14 AM(Current Version)						

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

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12
DBC1001

1. Field Name(s) Wolfbone (Trend Area)	2. Lease/ID Number (if assigned)	3. RRC District Number 08
4. Operator Name Comstock Oil & Gas, LP	5. Operator P-5 Number 170040	6. Well Number 1
7. Pooled Unit Name HSF State A 3	8. API Number	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 160.00	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See Inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
1.	Herd, et al	80.00	☐	☐
*2.	Gerke	80.00	☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Rhonda Kaschmitter
Signature

Rhonda Kaschmitter
Print Name

Regulatory Manager
Title

E-Mail (if available)

08/22/2012
Date

(972)668-8828
Phone

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

11 (102299, 152063) Block C-9					
Calculated Corner W.D. Johnson 3 (137463) A-4692 Block C-9 P.S.L. Survey 24 (137374) Block C-8 Comstock Oil & Gas, LP Tract 1 80 Ac. Tract 2 80 Ac. HSF State A 3 No. 1 Elev. 2678' 660' → HSF State "A" 3 160 Acres Called 660' ↓ Calculated Corner 23 (137798, 150661) (151404) Block C-8	Found 1 1/2" iron pipe with rod & cap marked "RPLS 5358" in pipe 4 (149584) Block C-9 Tract Information <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Tract 1 - Herd, etal</td> <td style="width: 40%;">80 Ac.</td> </tr> <tr> <td>Tract 2 - Gerke</td> <td>80 Ac.</td> </tr> </table> Set 120d nail in county road W.D. Johnson 1 (137462) Block C-9	Tract 1 - Herd, etal	80 Ac.	Tract 2 - Gerke	80 Ac.
Tract 1 - Herd, etal	80 Ac.				
Tract 2 - Gerke	80 Ac.				
 Michael L. Stanford I hereby certify this plat to be true and correct to the best of my knowledge. Rhonda Kaschnitter Date Well Location Staked <u>August 8, 2012</u> NAD 27 TX Central X = 980298 NAD 27 TX Central Y = 611908 EMERGENCY RESPONSE LOCATOR NAD 27 Lat. = 31° 18' 28.88" / 31.308023 NAD 27 Long. = 103° 35' 56.34" / 103.598982 This plat is for Texas Railroad Commission Permit Purposes Only and is NOT a boundary survey and is NOT to be used to convey or establish interests in real property. BASIS OF BEARINGS is the Texas State Plane Coordinate System Central Zone NAD 83. Application for Well No. <u>1</u> <u>10.2</u> Miles <u>Southwest</u> of <u>Pecos, TX</u>  					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> Comstock Oil & Gas, L.P. HSF State 3 "A" No. 1 - 660' FSL & 660' FWL Section 3 (W.D. Johnson), Block C-9, Public School Lands Survey Reeves County, Texas </td> <td style="width: 50%; border: none; text-align: center;"> STANFORD SURVEYING COMPANY P.O. BOX 8490 MIDLAND, TEXAS 79708-8490 432-699-5708 </td> </tr> </table>		Comstock Oil & Gas, L.P. HSF State 3 "A" No. 1 - 660' FSL & 660' FWL Section 3 (W.D. Johnson), Block C-9, Public School Lands Survey Reeves County, Texas	STANFORD SURVEYING COMPANY P.O. BOX 8490 MIDLAND, TEXAS 79708-8490 432-699-5708		
Comstock Oil & Gas, L.P. HSF State 3 "A" No. 1 - 660' FSL & 660' FWL Section 3 (W.D. Johnson), Block C-9, Public School Lands Survey Reeves County, Texas	STANFORD SURVEYING COMPANY P.O. BOX 8490 MIDLAND, TEXAS 79708-8490 432-699-5708				
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">DRAWN BY <u>Joshua Naumann</u></td> <td style="width: 25%; border: none;">DATE <u>8-22-2012</u></td> <td style="width: 25%; border: none;">SCALE <u>1" = 1000'</u></td> <td style="width: 25%; border: none;">FILE NAME <u>A-7118</u></td> </tr> </table>		DRAWN BY <u>Joshua Naumann</u>	DATE <u>8-22-2012</u>	SCALE <u>1" = 1000'</u>	FILE NAME <u>A-7118</u>
DRAWN BY <u>Joshua Naumann</u>	DATE <u>8-22-2012</u>	SCALE <u>1" = 1000'</u>	FILE NAME <u>A-7118</u>		

Depth of Usable-Quality Groundwater to Be Protected SC Letter Request Form

Print Form

The information requested is essential in order for this agency to provide an appropriate response. Fill in the required blanks(*) as well as the location information that applies to this well. **If you need an application to be expedited, a \$75 per application fee is required.** Allow 1 to 4 working days for expedited letters and up to two weeks for non-expedited letters. Contact us at 512-463-2741 or e-mail us at <gau@rrc.state.tx.us> if you have any questions.

Name of Person Preparing this request

*Name Rhonda Kaschmitter

*Phone# [w/AC] 972-668-8828

*Fax# [w/AC] 972-668-8822

e-mail rkaschmitter@comstockresources.com

E-mail address required if requesting return of completed SC Letter PDF Form by e-mail.

*Operator Name Comstock Oil & Gas, LP

*Address 1 5300 Town & Country Blvd

Address 2 Suite 500

*City Frisco

*State TX

*Operator ID 170040

*Zip Code 75034

You may submit this form by e-mail, **along with a scanned location map** (and well log if available), to <gau@rrc.state.tx.us>. It will be checked for completeness and you will be notified if additional data is needed.

You may use the RRC Online Payment System at <<http://webapps.rrc.state.tx.us/RM/welcomeRrcPayPortalAction.do>>.

Mailing address: Groundwater Advisory Unit PO Box 12967 Austin, Texas 78711-2967

*County Name REEVES

*Lease Name HSF State A 3

*Well No. 1

*Survey Name Johnson/PSL

Abstract No. A- 4692

Lease#

Block No. C-9

Township

Section 3

Share

Lot No.

League

Range

Labor

Tract

Porcion

*Distances , in feet, and direction, measured at right angles from SURVEY Lines (NOT LEASE LINES)

660

feet from

W

line and

660

feet from

S

Line.

API#

RRC Dist No. 8

*Map Image Name 170040389HSFStateA3_1_map.tif

***GPS or X-Y State Plane Feet Coordinates (One set of coordinates is required for this application)**

DMS

Format:

LAT:

Lat Deg

Lat Min

Lat Sec

LAT(DD)

Datum 83

LON:

Lon Deg

Lon Min

Lon Sec

LON(DD)

X-Y State Plane

X-Coord 980,298

Y-Coord 611,908

SP Zone C

SP Datum 27

Elevation 2678

*Total Depth 12,000

Formation at TD Wolfcamp

*Expedite (\$75 fee) Y/N? Y

*Purpose of Request ND

---> Other [Specify]

Previous SC-number for this well

Remarks

11
(102299, 152063)
Block C-9

Calculated
Corner

Found 1½" iron pipe
with rod & cap marked
"RPLS 5358" in pipe

W.D. Johnson
3
(137463)
A-4692

Block C-9
P.S.L. Survey

24
(137374)
Block C-8

4
(149584)
Block C-9

Comstock Oil & Gas, LP

Tract 1
80 Ac.
Tract 2
80 Ac.

Tract Information

Tract 1 - Herd, etal 80 Ac.
Tract 2 - Gerke 80 Ac.

HSF State A 3
No. 1
Elev. 2678'

Calculated
Corner

HSF State "A" 3
160 Acres Called

Set 120d nail
in county road

23
(137798, 150661)
(151404)
Block C-8

2
(149581, 149582, 149583)
Block C-9

W.D. Johnson
1
(137462)
Block C-9



Michael L. Stanford

Date Well Location Staked August 8, 2012

NAD 27 TX Central X = 980298

NAD 27 TX Central Y = 611908

EMERGENCY RESPONSE LOCATOR

NAD 27 Lat. = 31° 18' 28.88" / 31.308023

NAD 27 Long. = 103° 35' 56.34" / 103.598982

This plat is for Texas Railroad Commission Permit Purposes Only
and is NOT a boundary survey and is NOT to be used to convey
or establish interests in real property.

BASIS OF BEARINGS is the Texas State Plane Coordinate System
Central Zone NAD 83.

Application for Well No. 1
10.2 Miles Southwest of Pecos, TX

1000 0 1000 2000 3000 Feet

Comstock Oil & Gas, L.P.

HSF State 3 "A" No. 1 - 660' FSL & 660' FWL

Section 3 (W.D. Johnson), Block C-9, Public School Lands Survey
Reeves County, Texas

STANFORD SURVEYING COMPANY
P.O. BOX 8490
MIDLAND, TEXAS 79708-8490
432-699-5708

DRAWN BY Joshua Naumann

DATE 8-22-2012

SCALE 1" = 1000'

FILE NAME A-7118

RAILROAD COMMISSION OF TEXAS

Groundwater Advisory Unit

Print this receipt for your records. If you are sending the hardcopy documents related to this payment, include a copy of this receipt and fax or mail to:

Railroad Commission of Texas
Groundwater Advisory Unit
P.O. Box 12967
Austin, TX 78711-2967

Fax: 512-463-7324

Payer Information	
Name	RHONDA KASCHMITTER
Company Name	COMSTOCK OIL & GAS, LP
Phone	(972) 668-8828
E-mail Address	RKASCHMITTER@COMSTOCKRESOURCES.COM

Fee Description	Amount	Quantity	Total
Surface Casing Letter Expedite Fee	\$75.00	1	\$ 75.00
Total Fees			\$ 75.00
Texas.gov Price			\$ 77.25

Payment Information	
Payment Amount	\$ 77.25
Date and Time	08/22/2012 10:15:45 AM
Trace Number	455RM05ZCA5000H
Authorization Code	SUCCESS
Register Number	10046957

Location Information	
Lease Name	HSF STATE A 3
County Name	REEVES
County Code	389
Well Number	1
API Number	

Texas.gov Price - This online service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

For specific questions, please contact:

Subject Area

Email

Phone

Fax

Surface Casing Letter

gau@rrc.state.tx.us

512-463-2741 512-463-7324

File No. MF 110853

Alt. casing. App., w-1, plat

TCEQ letter 389-33236

Date Filed: 6/27/13

Jerry Patterson, Commissioner

By Mrs Barnstone

RAILROAD COMMISSION OF TEXAS

MF
110853

Tracking No.: 56845

Oil and Gas Division

Status: Submitted

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

API No. 42- 389-33236

7. RRC District No.

08

8. RRC Lease No.

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

1. FIELD NAME (as per RRC Records or Wildcat)
WOLFBONE (TREND AREA)

2. LEASE NAME
HSF STATE 3

9. Well No.
1

3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report)
COMSTOCK OIL & GAS, LP

RRC Operator No.
170040

10. County of well site
REEVES

4. ADDRESS

STE 500 5300 TOWN AND COUNTRY BLVD FRISCO, TX 75034-0000

5. If Operator has changed within last 60 days, name former operator

11. Purpose of filing

Initial Potential ☐

Retest ☐

Reclass ☐

Well record only
(Explain in remarks) ☒

6a. Location (Section, Block, and Survey)

3, C-9, PSL/W D JOHNSON, A-4692

6b. Distance and direction to nearest town in this county.

9.6 MILES SW FROM PECOS

12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no.

FIELD & RESERVOIR

N/A

GAS ID or
OIL LEASE #

Oil-0
Gas-G

Well #

13. Type of electric or other log run

Combo of Induction/Neutron/Density

14. Completion or recompletion date

10/04/2012

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
19. Production during Test Period	Oil - BBLS	Gas - MCF	Water - BBLS	Gas - Oil Ratio	Flowing Tubing Pressure
				0	PSI
20. Calculated 24-Hour Rate	Oil - BBLS	Gas - MCF	Water - BBLS	Oil Gravity-API-60°	Casing Pressure
					PSI
21. Was swab used during this test?		22. Oil produced prior to test (New & Reworked wells)			23. Injection Gas-Oil Ratio
Yes ☐ No ☒					
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.

COMSTOCK OIL & GAS, LP

Type or printed name of operator's representative

(972) 668-8828

10/10/2012

Telephone: Area Code Number Month Day Year

Regulatory Manager

Title of Person

Rhonda Kaschmitter

Signature

SECTION III										DATA ON WELL COMPLETION AND LOG (Not Required on Retest)									
24. Type of Completion New Well ☐ Deepening ☐ Plug Back ☐ Other ☒										25. Permit to Drill, Plug Back or Deepen DATE 03/12/2012 PERMIT NO. 734931 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 COMSTOCK OIL & GAS, LP																			
27. Number of producing wells on this lease in this field (reservoir) including this well 1					28. Total number of acres in this lease 240.0														
29. Date Plug Back, Deepening, Workover or Drilling Operations: 09/27/2012					Commenced 10/04/2012					Completed 0.0									
30. Distance to nearest well, Same Lease & Reservoir 0.0																			
31. Location of well, relative to nearest lease boundaries 660.0 Feet From East Line and 660.0 Feet from North Line of the HSF STATE 3 Lease																			
32. Elevation (DF, RKB, RT, GR ETC.) 2683 GL										33. Was directional survey made other than inclination (Form W-12)? ☐ Yes ☒ No									
34. Top of Pay 9856			35. Total Depth 11307			36. P. B. Depth 11269			37. Surface Casing Determined by: Field Rules ☐ Recommendation of T.D.W.R. ☒ Railroad Commission (Special) ☒			Dt. of Letter 03/12/2012 Dt. of Letter 03/16/2012							
38. Is well multiple completion? ☐ Yes ☒ No																			
39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No. FIELD & RESERVOIR N/A										GAS ID or OIL LEASE #		Oil-G Gas-G		Well #					
40. Intervals Drilled by: Rotary Tools ☒ Cable Tools			41. Name of Drilling Contractor CACTUS DRILLING							42. Is Cementing Affidavit Attached? ☐ 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		1353				CL C 1130		17 1/2		SURFACE		1883.0					
9 5/8		40.0		0		2477		PREM & CL C 2240		12 1/4		SURFACE		3782.9					
9 5/8		40.0		4598				PREM 800		12 1/4		SURFACE		1616.0					
5 1/2		17.0		11307				CL H 1830		8 3/4		6080		2511.4					
44. LINER RECORD																			
Size		Top		Bottom		Sacks Cement				Screen									
N/A																			
45. TUBING RECORD										46. Producing Interval (this completion) Indicate depth of perforation or open hole									
Size		Depth Set		Packer Set		From 9856 To 11147													
2 7/8		9654		9633		From To													
						From To													
						From To													
47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.																			
Depth Interval				Amount and Kind of Material Used															
9856.0 11147.0				PREV FILED UNDER TRACKING NO. 46704 - NO CHANGES															
48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)																			
Formations		Depth		Formations		Depth													
CHERRY CANYON		5448.0		WOLFCAMP		10003.0													
BRUSHY CANYON		6519.0																	
BONE SPRING		7612.0																	
REMARKS: W-2 FILED FOR WELL RECORD ONLY TO REPORT TUBING AND PACKER DATA. ALL PERF & FRAC INFO																			
PREVIOUSLY FILED UNDER TRACKING NO. 46704 - NO CHANGES.																			
RKASCHMITTER@COMSTOCKRESOURCES.COM																			

File No. MF 110853

W-2 (WRO)

389-33236

Date Filed: 6/27/13

Jerry Patterson, Commissioner

By MB Barnstone

RAILROAD COMMISSION OF TEXAS

MF 110853
112397Tracking No.: 63395
Status: SubmittedOil and Gas Division
This facsimile W-2 was generated electronically
from data submitted to the RRC.

API No. 42- 389-33442

7. RRC District No.
08

8. RRC Lease No.

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

1. FIELD NAME (as per RRC Records or Wildcat) WOLFBONE (TREND AREA)		2. LEASE NAME HSF STATE A 3		9. Well No. 1	
3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report) COMSTOCK OIL & GAS, LP		RRC Operator No. 170040		10. County of well site REEVES	
4. ADDRESS STE 500 5300 TOWN AND COUNTRY BLVD FRISCO, TX 75034-0000				11. Purpose of filing Initial Potential ☒ 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) 3, C-9, JOHNSON, W D/PSL, A-4692		6b. Distance and direction to nearest town in this county. 10.2 MILES SW OF PECOS			
12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no. FIELD & RESERVOIR N/A		GAS ID or OIL LEASE #		Oil-O Gas-G	
13. Type of electric or other log run Acceptable cased hole logs		14. Completion or recompletion date 11/12/2012			

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

15. Date of test 11/24/2012		16. No. of hours tested 24		17. Production method (Flowing, Gas Lift, Jetting, Pumping- Size & Type of pump) Flowing		18. Choke size 22/64	
19. Production during Test Period		Oil - BBLS 217.0	Gas - MCF 378	Water - BBLS 798	Gas - Oil Ratio 1741	Flowing Tubing Pressure 625.0 PSI	
20. Calculated 24-Hour Rate		Oil - BBLS 217.0	Gas - MCF 378	Water - BBLS 798	Oil Gravity-API-60° 42.0	Casing Pressure 625.0 PSI	
21. Was swab used during this test? Yes ☐ No ☒			22. Oil produced prior to test (New & Reworked wells) 1525.0			23. Injection Gas-Oil Ratio	
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.

COMSTOCK OIL & GAS, LP

Type or printed name of operator's representative

(972) 668-8828

01/31/2013

Telephone: Area Code

Number

Month Day Year

Regulatory Manager

Title of Person

Rhonda Kaschmitter

Signature

SECTION III										DATA ON WELL COMPLETION AND LOG (Not Required on Retest)									
24. Type of Completion New Well ☒ Deepening ☐ Plug Back ☐ Other ☐										25. Permit to Drill, Plug Back or Deepen DATE 09/14/2012 PERMIT NO. 746903 Rule 37 Exception CASE NO.									
26. Notice of Intention to Drill this well was filed in Name of COMSTOCK OIL & GAS, LP										Water Injection Permit PERMIT NO.									
27. Number of producing wells on this lease in this field (reservoir) including this well 1					28. Total number of acres in this lease 160.0					Salt Water Disposal Permit PERMIT NO.									
29. Date Plug Back, Deepening, Workover or Drilling Operations: 09/19/2012					Commenced 10/15/2012					30. Distance to nearest well, Same Lease & Reservoir 0.0									
31. Location of well, relative to nearest lease boundaries 660.0 Feet From West Line and 660.0 Feet from South Line of the HSF STATE A 3 Lease										32. Elevation (DF, RKB, RT, GR ETC.) 2678 GL									
33. Was directional survey made other than inclination (Form W-12)? ☒ Yes ☐ No										34. Top of Pay 9903									
35. Total Depth 11150					36. P. B. Depth 11105					37. Surface Casing Determined by Field Rules ☐ Recommendation of T.D.W.R. ☒ Railroad Commission (Special) ☒									
38. Is well multiple completion? ☐ Yes ☒ No										Dt. of Letter 08/23/2012 Dt. of Letter 08/27/2012									
39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No. FIELD & RESERVOIR N/A										GAS ID or OIL LEASE #					Oil-G Gas-G				
40. Intervals Drilled by: ☒ Rotary Tools ☐ Cable Tools										41. Name of Drilling Contractor AQUILA DRILLING COMPANY									
42. Is Cementing Affidavit Attached? ☒ 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		1350				C 1260		17 1/2		SURFACE		2105.7			
9 5/8				40.0		4578				H 895		12 1/4		2506		1741.0			
9 5/8				40.0		4578		2506		H&C 870		12 1/4		SURFACE		1602.0			
5 1/2				17.0		11150				H 1400		8 3/4		3174		2332.0			
44. LINER RECORD																			
Size				Top				Bottom				Sacks Cement				Screen			
N/A																			
45. TUBING RECORD																			
Size				Depth Set				Packer Set				From 9903				To 10981			
N/A												From				To			
												From				To			
												From				To			
46. Producing Interval (this completion) Indicate depth of perforation or open hole																			
47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.																			
Depth Interval										Amount and Kind of Material Used									
9903.0										10981.0									
										558,172 GALS SW, 899,556 GALS GEL & 1,623,855# PROPPANT									
48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)																			
Formations										Depth									
BRUSHY CANYON										6575.0									
BONE SPRING										7664.0									
WOLFCAMP										10040.0									
REMARKS: REQUEST EXTENSION TO RUN TUBING PER FIELD RULES.																			
RKASCHMITTER@COMSTOCKRESOURCES.COM																			

TN 63395
API: 42-389-33442

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-12
(1-1-71)

INCLINATION REPORT (One Copy Must Be Filed With Each Completion Report.)		
1. FIELD NAME (as per RRC Records or Wildcat)	2. LEASE NAME	6. RRC District
Wolfbone (Trend Area)	HSF State "A" 3	08
3. OPERATOR		7. RRC Lease Number. (Oil completions only)
Comstock Oil & Gas, LP		
4. ADDRESS		8. Well Number
5300 Town & Country Blvd, Suite 500; Frisco, TX 75034		1
5. LOCATION (Section, Block, and Survey)		9. RRC Identification Number (Gas completions only)
Section 3, Block C-9, Survey W D Johnson		
		10. County
		Reeves

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)
455	455	0.5	0.872	3.970	3.970
970	515	1	1.745	8.988	12.959
1649	679	1.8	3.141	21.328	34.287
2617	968	8.23	14.315	138.571	172.858
3253	636	0.3	0.523	3.330	176.188
3729	476	1.5	2.617	12.460	188.649
4396	667	0.5	0.872	5.820	194.470
4957	561	0.25	0.436	2.447	196.918
5685	728	0.75	1.309	9.529	206.447
6446	761	1	1.745	13.281	219.729
7207	761	1.25	2.181	16.601	236.331
7778	571	1.5	2.617	14.947	251.278
8255	477	2.75	4.797	22.886	274.165
8736	481	1.2	2.094	10.073	284.238
9182	446	1.6	2.792	12.453	296.692
9880	698	1.7	2.966	20.707	317.400

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 11150 feet = 357.410 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 437 feet.
22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? NO
- (If the answer to the above question is "yes", attach written explanation of the circumstances.)

INCLINATION DATA CERTIFICATION	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 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.	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.
<u>David Fuchik</u> Signature of Authorized Representative	<u>Rhonda Kaschmitter</u> Signature of Authorized Representative
<u>David Fuchik, General Manager</u> Name of Person and Title (type or print)	<u>Rhonda Kaschmitter, Reg. Mgr.</u> Name of Person and Title (type or print)
<u>Aquila Drilling Company, LP</u> Name of Company	<u>Comstock Oil & Gas, LP</u> Operator
Telephone: <u>940</u> <u>761-3153</u> Area Code	Telephone: <u>972</u> <u>668-8828</u> Area Code

Railroad Commission Use Only:

Approved By: _____ Title: _____ Date: _____

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

Form W-12 Pg 2

[illegible]

REMARKS:

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.

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



Archer Directional Drilling Services.
911 Regional Park Drive
Houston, Texas 77060
Tel: 281-934-9600
Fax: 281-951-2101

MWD Survey Certification

State of Texas
County of Reeves

I, Martin Campbell, certify that; I am employed by Archer Directional Drilling Services; that I did on the day(s) of 09/25/12 through 10/01/12, conduct or supervise the taking of MWD surveys from a depth of 2554 feet to a depth of 4565 feet; that the data is true, correct, complete and within the limitations of the tool as set forth by Archer Directional Drilling Services; that I am authorized and qualified to make this report; that these surveys were conducted at the request of Comstock Oil & Gas, L.P. for the HSF State A 3 #1(API # 389-33442) Well located in Reeves County, Texas; and that I have reviewed this report and find that it conforms to the principles and procedures as set forth by Archer Directional Drilling Services.

A handwritten signature in black ink, appearing to read "Mt. Campbell", written over a horizontal line.

Martin Campbell
MWD Coordinator

Cc: Comstock Oil & Gas, L.P.

Archer

Archer Directional Drilling Services.
911 Regional Park Drive
Houston, Texas 77060
Tel: 281-934-9600
Fax: 281-951-2101

Railroad Commission of Texas
Oil & Gas Division
P.O. Box 12967
Austin, TX 78711

Attn: Ms. Pam Johns

October 10, 2012

Re: Comstock Oil & Gas, L.P.
HSF State A3 #1
Rig: Aquila #3
Reeves County, Texas
API Well No: 389-33442

Enclosed please find the original of the surveys performed on the referenced well by Archer Directional Drilling Services. (P-5 No. 028877). Other information required by your office is as follows:

<u>Name & Title Of Surveyor</u>	<u>Wellhole Number</u>	<u>Survey Depths</u>	<u>Dates Performed</u>	<u>Type Survey</u>
Eric Blackwell Field Engineer	Original Hole	2554-4565	09/25/12-10/01/12	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 additional information is required, please contact the undersigned at the letterhead address and phone number.



Martin Campbell
MWD Coordinator

Cc: Comstock Oil & Gas, L.P.



Company: Comstock Oil & Gas, LP

Job Number: 03916-433-21

Calculation Method

Minimum Curvature

Well: HSF State A3 #1

Mag Decl.: 7.34

Proposed Azimuth

0.0

Location: Reeves County, Texas

Dir Driller: Jay Fulton

Depth Reference

RKB

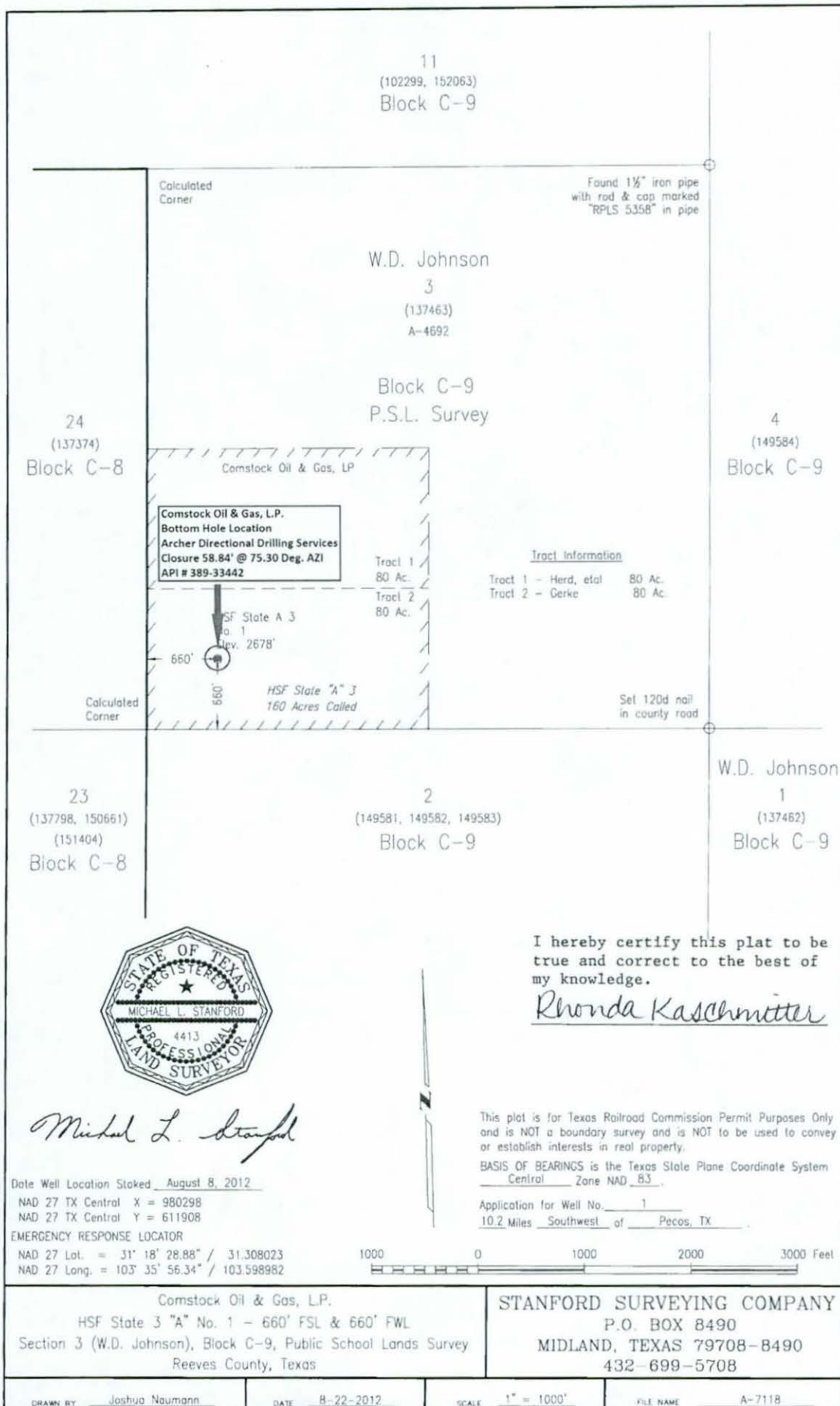
Rig: Aquila #3

MWD Eng: Eric Blackwell

Tie Into: Previous MWD Survey

Job Date: 09/25/12 - 10/01/12

Survey Number	Survey Depth (ft)	Inclination (deg)	Azimuth (deg)	Course Length (ft)	True Vertical Depth (ft)	Vertical Section (ft)	Coordinates		Closure		Dogleg Severity (d/100')	Build Rate (d/100')	Walk Rate (d/100')
							N/S (ft)	E/W (ft)	Distance (ft)	Direction Azimuth			
Tie In	2454.00	7.4	50	0	2453.17	0	0.00	0	0.00	0			
1	2554	7.4	50.0	100	2552.34	8.28	8.28 N	9.87 E	12.88	50.00	0.00	0.00	0.00
2	2586	6.9	44.8	32	2584.09	10.97	10.97 N	12.80 E	16.86	49.41	2.55	-1.56	-16.25
3	2617	8.2	58.9	31	2614.82	13.43	13.43 N	16.00 E	20.89	50.00	7.27	4.19	45.48
4	2649	7.2	69.9	32	2646.53	15.30	15.30 N	19.84 E	25.06	52.37	5.55	-3.13	34.38
5	2681	6.3	73.6	32	2678.31	16.48	16.48 N	23.41 E	28.63	54.85	3.12	-2.81	11.56
6	2713	5.6	75.8	32	2710.14	17.36	17.36 N	26.61 E	31.77	56.87	2.30	-2.19	6.88
7	2754	4.9	75.6	41	2750.97	18.29	18.29 N	30.24 E	35.34	58.84	1.71	-1.71	-0.49
8	2776	4.4	78.1	22	2772.90	18.70	18.70 N	31.98 E	37.04	59.69	2.45	-2.27	11.36
9	2808	4.1	80.7	32	2804.81	19.13	19.13 N	34.31 E	39.28	60.85	1.11	-0.94	8.13
10	2840	3.8	83.8	32	2836.73	19.43	19.43 N	36.49 E	41.34	61.96	1.15	-0.94	9.69
11	2872	3.4	89.5	32	2868.67	19.56	19.56 N	38.50 E	43.18	63.07	1.68	-1.25	17.81
12	2903	2.9	92.5	31	2899.62	19.53	19.53 N	40.20 E	44.69	64.09	1.70	-1.61	9.68
13	2935	2.5	97.1	32	2931.59	19.41	19.41 N	41.70 E	46.00	65.04	1.42	-1.25	14.38
14	2967	2.0	99.6	32	2963.56	19.23	19.23 N	42.94 E	47.05	65.88	1.59	-1.56	7.81
15	2999	1.6	107.0	32	2995.55	19.01	19.01 N	43.92 E	47.86	66.60	1.44	-1.25	23.13
16	3030	1.4	109.0	31	3026.53	18.76	18.76 N	44.69 E	48.47	67.23	0.67	-0.65	6.45
17	3095	1.0	111.2	65	3091.52	18.29	18.29 N	45.97 E	49.48	68.30	0.62	-0.62	3.38
18	3158	0.5	97.0	63	3154.51	18.06	18.06 N	46.76 E	50.12	68.88	0.84	-0.79	-22.54
19	3253	0.3	51.7	95	3249.51	18.16	18.16 N	47.36 E	50.73	69.02	0.38	-0.21	-47.68
20	3349	0.8	348.7	96	3345.51	18.98	18.98 N	47.43 E	51.09	68.19	0.75	0.52	309.38
21	3444	0.8	51.3	95	3440.50	20.04	20.04 N	47.82 E	51.85	67.26	0.87	0.00	-313.05
22	3540	1.2	83.1	96	3536.49	20.58	20.58 N	49.34 E	53.46	67.36	0.70	0.42	33.13
23	3634	1.4	94.8	94	3630.46	20.60	20.60 N	51.46 E	55.43	68.18	0.35	0.21	12.45
24	3729	1.5	100.7	95	3725.43	20.28	20.28 N	53.84 E	57.53	69.36	0.19	0.11	6.21
25	3825	1.1	101.9	96	3821.41	19.85	19.85 N	55.97 E	59.39	70.47	0.42	-0.42	1.25
26	3919	0.7	111.9	94	3915.40	19.45	19.45 N	57.39 E	60.60	71.28	0.46	-0.43	10.64
27	4015	0.7	120.1	96	4011.39	18.94	18.94 N	58.44 E	61.43	72.04	0.10	0.00	8.54
28	4110	0.6	146.6	95	4106.38	18.23	18.23 N	59.22 E	61.96	72.89	0.33	-0.11	27.89
29	4206	0.5	178.5	96	4202.38	17.39	17.39 N	59.51 E	62.00	73.71	0.33	-0.10	33.23
30	4301	0.7	193.2	95	4297.37	16.42	16.42 N	59.38 E	61.61	74.55	0.26	0.21	15.47
31	4396	0.5	223.1	95	4392.37	15.55	15.55 N	58.97 E	60.98	75.23	0.38	-0.21	31.47
32	4517	0.9	262.1	121	4513.36	15.03	15.03 N	57.67 E	59.59	75.39	0.50	0.33	32.23
Proj.	4565	0.9	262.1	48	4561.35	14.93	14.93 N	56.92 E	58.84	75.30	0.00	0.00	0.00



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

TN 63395

Form W-15
Cementing Report
Rev.4/1/83
HAL1199

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As Shown on Form P-5, Organization Report) Comstock Oil & Gas, LP	2. RRC Operator No. 170040	3. RRC District No. 08	4. County of Well Site Reeves
5. Field Name (Wildcat or Exactly as Shown on RRC Records) Wolfbone (Trend Area)	6. API No. 42-389-33442	7. Drilling Permit No. 746903	
8. Lease Name HSF State "A" 3	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		9/21/2012					
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)		1350					
17. Number of centralizers used		12					
18. Hrs. waiting on cement before drill-out		26					
1st Slurry	19. API cement used: No. of sacks ▶	885					
	Class ▶	C					
	Additives ▶	SEE REMARKS					
2nd Slurry	No. of sacks ▶	375					
	Class ▶	C					
	Additives ▶	SEE REMARKS					
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu.ft.) ▶	1610.7					
	Height (ft.) ▶	2318.88					
2nd	Volume (cu.ft.) ▶	495					
	Height (ft.) ▶	712.64					
3rd	Volume (cu.ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu.ft.) ▶	2105.7					
	Height (ft.) ▶	3031.52					
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		YES					
22. Remarks SLURRY 1:(ECONOCEM) 1LBM KOL-SEAL SLURRY 2:(HALCEM) NO ADDITIVES CIRCULATED 26 BBLS (80 SKS) BACK TO SURFACE						Sales Order 9827481 Customer Name COMSTOCK OIL & GAS LP Lease HSF State A-3 Well Number 1 Reeves County	

OVER

AD1: 42-389-33442
TN 63395

Surf CSG W-15 Pg 2

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 cement								

CEMENTER'S 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 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.

SHANE MATTHEWS SERVICE SUPERVISOR
Name and Title of Cements's Representative

Halliburton Energy Services
Cementing Company

Signature

6155 W. MURPHY ODESSA TX 79763
Address City State Zip Code

1-800-844-8451
Tel: Area Code Number

9/21/2012
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.

Rhonda Kaschmitter
Typed or Printed Name of Operator's Representative
5300 Town & Country Blvd, Ste 500
Frisco, TX 75034
Address City State Zip Code

Reg. Mgr.
Title

Rhonda Kaschmitter
Signature

972-668-8828
Tel: Area Code Number

11/16/2013
Date: Mo. Day Yr.

Instruction 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 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 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 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 (b) (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 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

TN 63395

Form W-15
Cementing Report
Rev. 4/1/83
HAL1199

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As Shown on Form P-5, Organization Report) Comstock Oil & Gas, LP	2. RRC Operator No. 170040	3. RRC District No. 08	4. County of Well Site Reeves
5. Field Name (Wildcat or Exactly as Shown on RRC Records) Wolfbone (Trend Area)		6. API No. 42-389-33442	7. Drilling Permit No. 746903
8. Lease Name HSF State "A" 3	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date						10/1/2012	10/1/2012
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)						2506	4578
17. Number of centralizers used						2	26
18. Hrs. waiting on cement before drill-out						24	28
1st Slurry	19. API cement used: No. of sacks ▶					185	500
	Class ▶					Econocem	Econocem
	Additives ▶					See Remarks	See Remarks
2nd Slurry	No. of sacks ▶					685	395
	Class ▶					Extendacem	Halcem
	Additives ▶					Neat	Neat
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu.ft.) ▶					451	1220
	Height (ft.) ▶					1441	3896
2nd	Volume (cu.ft.) ▶					1151	521
	Height (ft.) ▶					3675	1665
3rd	Volume (cu.ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu.ft.) ▶					1602	1741
	Height (ft.) ▶					5116	5561
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?						Yes	No
22. Remarks Cement Additives: 1 st Stage Lead Slurry; .25 lbm D-Air; .2% HR-12; 1 lbm Kol-Seal 2 nd Stage Lead; .25 lbm D-Air; 1 lbm Kol-Seal Circulated 112 bbls Of Cement To Surface (292 sks) Econocem = Cl H Halcem = Cl H Extendacem = Cl C						Sales Order Customer Name Comstock Oil & Gas Lease HSF State A-3 Well Number Reeves	9836912 1 County

OVER ►

API: 42-389-33442
TN 63395

Int. csg W-15 Pg 2

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 cement								

CEMENTER'S 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 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.

DERRICK MARSHALL SERVICE SUPERVISOR II
Name and Title of Cementer's Representative
Halliburton Energy Services
Cementing Company
Signature
6155 W. MURPHY
Address
ODESSA TX.
City State,
78863
Zip Code
1-800-844-8451
Tel: Area Code Number
10/1/2012
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.

Rhonda Kaschmitter
Typed or Printed Name of Operator's Representative
5300 Town & Country Blvd, Ste 500
Address
Frisco, TX 75034
City, State, Zip Code
Reg. Mgr.
Title
Rhonda Kaschmitter
Signature
972-668-8828
Tel: Area Code Number
1/31/2013
Date: Mo. Day Yr.

Instruction 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 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 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 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 (b) (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 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.

Cementor: Fill in shaded areas
Operator: Fill in other items

TN 63395

Form W-15
Cementing Report
Rev 4/1/83
HAL1199

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As Shown on Form P-5, Organization Report) COMSTOCK OIL & GAS, LP	2. RRC Operator No. 170040	3. RRC District No. 08	4. County of Well Site REEVES
5. Field Name (Wildcat or Exactly as Shown on RRC Records) Wolfbone (Trend Area)	6. API No. 42-389-33442	7. Drilling Permit No. 746903	
8. Lease Name HSF STATE "A" 3	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 1

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date				11/18/2012			
13. *Drilled hole size				8 3/4			
*Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)				5 1/2			
15. Top of liner (ft)							
16. Setting depth (ft)				11150			
17. Number of centralizers used				30			
18. Hrs. waiting on cement before drill-out							
1st Slurry	19. API cement used: No. of sacks ▶			600			
	Class ▶			H			
	Additives ▶			*			
2nd Slurry	No. of sacks ▶			800			
	Class ▶			H			
	Additives ▶			**			
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu.ft.) ▶			1356			
	Height (ft.) ▶			4878			
2nd	Volume (cu.ft.) ▶			976			
	Height (ft.) ▶			3819			
3rd	Volume (cu.ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu.ft.) ▶			2332			
	Height (ft.) ▶			8697			
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?				NO			
22. Remarks *8%BENTONITE,.1%FE-2,2LBM KOL-SEAL, .5%HR-601, .25LBM D-AIR5000 **.4%HALAD@-344,.3%SUPER CBL,.2%HR-800						Sales Order 9873412 Customer Name COMSTOCK OIL & GAS LP Lease HSF State A-3 Well Number 1 Reeves County	

API: 42-389-33442
TN 63375

Prod csg W-15 B 2

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 cement								

CEMENTER'S 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 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.

RUSSELL STANLAND CEMENTER
Name and Title of Cemente's Representative

Halliburton Energy Services
Cementing Company

Signature

6155 W MURPHY ODESSA TX
Address City State, Zip Code

432-571-8600
Tel: Area Code Number

10/18/2012
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.

Rhonda Kaschmitter
Typed or Printed Name of Operator's Representative
5300 Town & Country Blvd, Ste 500
Frisco, TX 75034
Address City, State, Zip Code

Reg. Mgr.
Title
972-668-8828
Tel: Area Code Number

Rhonda Kaschmitter
Signature
1/10/2013
Date: Mo. Day Yr.

Instruction to Form W-15, Cementing Report

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- * 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 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 Commission.

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RAILROAD COMMISSION OF TEXAS

Oil and Gas Division

ELECTRIC LOG
STATUS REPORT

FORM L-1

Tracking No.: 63395

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: COMSTOCK OIL & GAS, LP	District No. 08	Completion Date: 11/12/2012
Field Name WOLFBONE (TREND AREA)	Drilling Permit No. 746903	
Lease Name HSF STATE A 3	Lease/ID No.	Well No. 1
County REEVES	API No. 42- 389-33442	

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). _____

Rhonda Kaschmitter

Signature

COMSTOCK OIL & GAS, LP

Name (print)

Regulatory Manager

Title

(972) 668-8828

Phone

01/10/2013

Date

-FOR RAILROAD COMMISSION USE ONLY-

API: 42-389-33442
TN 63395

Schlumberger

Company: Comstock Oil & Gas, LP

Well: HSF State A 3 #1

Field: Wolfbone (Trend Area)

County: Reeves State: Texas

Reeves Wolfbone (Trend Area) 660' FWL & 660' FSL HSF State A 3 #1 Comstock Oil & Gas, LP	Platform Express			
	Compensated Neutron Log			
	Three Detector Litho-Density			
	Location:	660' FWL & 660' FSL Sec. 3, Blk. C-9, Abs. 4692 Johnson, W D/PSL	Elev.	K.B. 2700.00 ft G.L. 2678.00 ft D.F. 2699.00 ft
	Permanent Datum:	Ground Level	Elev.:	2678.00 f
Log Measured From:	Kelly Bushing	22.00 ft	above Perm.Datum	
Drilling Measured From:	Kelly Bushing			
API Serial No.	Section:	Block	Abstract	
42-389-33442	3	C-9	4692	
Logging Date	16-Oct-2012			
Run Number	1			
Depth Driller	11150.00 ft			
Schlumberger Depth	11156.00 ft			
Bottom Log Interval	11156.00 ft			
Top Log Interval	4571.00 ft			
Casing Driller Size @ Depth	9.625 in @ 4578.00 ft			
Casing Schlumberger	4571 ft			
Bit Size	8.75 in			
Type Fluid In Hole	Salt Brine			
MUD	Density	Viscosity	9.2 lbm/gal	28 s
	Fluid Loss	PH		9
	Source of Sample	Active Tank		
RM @ Meas Temp	0.06 ohm.m @ 83 degF			
RMF @ Meas Temp	0.06 ohm.m @ 83 degF			
RMC @ Meas Temp				
Source RMF	RMC	Pressed		
RM @ BHT	RMF @ BHT	0.03 @ 174	0.03 @ 174	
Max Recorded Temperatures	174 degF			
Circulation Stopped	Time	16-Oct-2012	01:00:00	
Logger on Bottom	Time			
Unit Number	Location:	2299	Midland, TX	
Recorded By	Eyoram Wolday			
Witnessed By	Adam Franklin			

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.: 63395

[illegible]

**CERTIFICATE OF
POOLING AUTHORITY**

Revised 05/2001

P-12
DBC1001

1. Field Name(s) Wolfbone (Trend Area)	2. Lease/ID Number (if assigned)	3. RRC District Number 08
4. Operator Name Comstock Oil & Gas, LP	5. Operator P-5 Number 170040	6. Well Number 1
7. Pooled Unit Name HSF State A 3	8. API Number	9. Purpose of Filing ☐ Drilling Permit (W-1) ☒ Completion Report
10. County Reeves	11. Total acres in pooled unit 160.00	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
1.	Herd, et al	80.00	☐	☐
*2.	Gerke	80.00	☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Rhonda Kaschmitter
Signature

Rhonda Kaschmitter
Print Name

Regulatory Manager
Title

E-Mail (if available)

01/10/2013
Date

(972)668-8828
Phone

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

STATEMENT OF PRODUCTIVITY OF ACREAGE
ASSIGNED TO PRORATION UNITS

Form P-15

Tracking No.: 63395

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 COMSTOCK OIL & GAS, LP ,

OPERATOR

HSF STATE A 3

LEASE

No. 1

WELL

; that such well is

completed in the WOLFBONE (TREND AREA) Field, REEVES 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 _____

160.0 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 01/10/2013 Signature Rhonda Kaschmitter

Telephone (972) 668-8828 Title Regulatory Manager
AREA CODE

Comstock Oil & Gas, LP
HSF State "A" 3 #1
160.00 acre lease
Wolfbone (Trend Area) Field
Reeves County, TX
Drilling Permit No. 746903
Tracking No. 63395

ATTACHMENT TO FORM P-15

<u>Well Name</u>	<u>Acreage assigned to well</u>	<u>Total lease acreage available</u>
		160.00 acres
HSF State "A" 3 #1	160.00 acres	0.00 acres

11
(102299, 152063)
Block C-9

API: 42-389-33442
TN 63395

Wolfbone (Trend Area) Field

Found 1 1/2" iron pipe
with rod & cap marked
"RPLS 5358" in pipe

Calculated
Corner

W.D. Johnson
3
(137463)
A-4692

Block C-9
P.S.L. Survey

24
(137374)
Block C-8

4
(149584)
Block C-9

Comstock Oil & Gas, LP

Tract 1
80 Ac.
Tract 2
80 Ac.

Tract Information

Tract 1 - Herd, et al 80 Ac.
Tract 2 - Gerke 80 Ac.

HSF State A 3
No. 1
Elev. 2678'

Calculated
Corner

HSF State "A" 3
160 Acres Called

Set 120d nail
in county road

23
(137798, 150661)
(151404)
Block C-8

2
(149581, 149582, 149583)
Block C-9

W.D. Johnson
1
(137462)
Block C-9



Michael L. Stanford

I hereby certify this plat to be
true and correct to the best of
my knowledge.

Rhonda Kaschmitter

This plat is for Texas Railroad Commission Permit Purposes Only
and is NOT a boundary survey and is NOT to be used to convey
or establish interests in real property.

BASIS OF BEARINGS is the Texas State Plane Coordinate System
Central Zone NAD 83

Application for Well No. 1
10.2 Miles Southwest of Pecos, TX

Date Well Location Staked August 8, 2012

NAD 27 TX Central X = 980298
NAD 27 TX Central Y = 611908

EMERGENCY RESPONSE LOCATOR

NAD 27 Lat. = 31° 18' 28.88" / 31.308023
NAD 27 Long. = 103° 35' 56.34" / 103.598982

1000 0 1000 2000 3000 Feet

Comstock Oil & Gas, L.P.

HSF State 3 "A" No. 1 - 660' FSL & 660' FWL
Section 3 (W.D. Johnson), Block C-9, Public School Lands Survey
Reeves County, Texas

STANFORD SURVEYING COMPANY
P.O. BOX 8490
MIDLAND, TEXAS 79708-8490
432-699-5708

DRAWN BY Joshua Naumann

DATE 8-22-2012

SCALE 1" = 1000'

FILE NAME A-7118

Groundwater
Advisory Unit

GROUNDWATER PROTECTION DETERMINATION

Date August 23, 2012

GAU File No.: SC- 4241

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

API Number 38900000

Attention: RHONDA KASCHMITTER

RRC Lease No. 000000

SC_170040_38900000_000000_4241.pdf

COMSTOCK O&G LP
5300 TOWN&COUNTRY BLVD
STE 500
FRISCO TX 75034

P-5# 170040

--Measured--

660 ft FWL

660 ft FSL

MRL:SECTION

Digital Map Location:

X-coord/Long 980298

Y-coord/Lat 611908

Datum 27 Zone C

County REEVES

Lease & Well No. HSF STATE A 3 #1

Purpose ND

Location SUR-PSL,BLK-C9,SEC-3,--[TD=12000],[RRC 8],

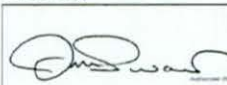
To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Texas Railroad Commission recommends:

Water-bearing strata from the land surface to a depth of 1350 feet and the RUSTLER, which is estimated to occur from 1900 to 2400 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. 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).

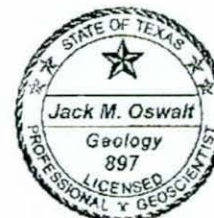
If you have any questions, please contact us at 512-463-2741, gau@rrc.state.tx.us, or by mail.

Sincerely,


Digitally signed by Jack Oswalt
DN: c=US, st=TEXAS, l=Austin,
o=Railroad Commission of Texas,
cn=Jack Oswalt,
email=jack.oswalt@rrc.state.tx.us
Date: 2012.08.23 10:05:36 -05'00'

Jack M. Oswalt, P.G.

GEOLOGIST SEAL



Geologist, Groundwater Advisory Unit
Oil & Gas Division

The seal appearing on this document was authorized by Jack M. Oswalt on 8/23/2012
Note: Alteration of this electronic document will invalidate the digital signature.

APPLICATION FOR ALTERNATE SURFACE CASING PROGRAM
Statewide Rule 13(b)(2)(g)
RRC District 8/8A

7/03

Operator's Name and Address: Comstock Oil & Gas, LP 5300 Town & Country Blvd, Ste 500 Frisco, TX 75034	Lease: HSF State A 3	Well No.: 1
	Field: Wolfbone (Trend Area)	
	Drilling Permit No.: 746903 (pending)	
	County: Reeves	RRC District: 08
	Location: Sec. 3 Block C-9 Sur. John Twp.	
Proposed TD: 12,000		

Distance and Direction from nearest town: 10.2 miles SW of Pecos

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 1350 ft, and from 1900 ft to 2400 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 1/4 mile): There are no water wells within a 1/4 mile radius of this location.

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: 1350 Multi-Stage tool depth (if applicable): _____

Intermediate or production casing depth: 4550 Multi-Stage tool depth (if applicable): 2450

Centralizer number and placement: 5' up from FS, next 2 collars above FC, then every 4th jt to DV tool; one above & below DV tool then every 4th jt to surf (26 total)

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: No changes to the previously approved cement programs performed on wells drilled by Comstock in Reeves County.

PROVISIONS APPLICABLE 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: Rhonda Kaschmitter Print Name: Rhonda Kaschmitter Date: 8/23/2012 Phone: 972-668-8828

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: Critical Zone Slurry required across all Waterboards			
☐ Approved	☒ Approved as Modified	☐ Denied	By: <u>Danny Miller</u> Date: 8-27-12
Remarks/Modifications: Contact Midland District office immediately if waterflow is encountered before Both Surface Casings are set and cemented.			

RESET FORM

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION
CERTIFICATE OF COMPLIANCE STATEWIDE RULE 36**

FORM H-9
12/12/77
DBC0697
FILE WITH
DISTRICT OFFICE
IN TRIPLICATE

1. Operator Comstock Oil & Gas, LP			2. Operator Number (See Instruction 13) 170040			3. RRC Dist. 08					
4. Street or P.O. Box No. 5300 Town and Country Blvd, Suite 500			5. City Frisco			6. State TX					
7. Zip Code 75034			8. Name of Lease, Facility or Operation HSF State "A"			9. Field or Area Name Wolfbone (Trend Area)					
10. County Reeves			11. General Operation Type - Circle One: ☒ A - Oil Field Production ☐ C - Pipeline or Gathering Sys. ☐ E - Drilling or Workover ☐ G - Combination (explain) ☐ B - Gas Field Production ☐ D - Gasoline Plant ☐ F - Sweetening Unit ☐ H - Other (explain)			Other Explanation Initial H-9 filing					
12. RRC ID# of Operation(s) to be Covered by This Certificate 746903			Type ID Code (See Instruction 12) 5			Indicate if Filing for Storage Facility Only YES ☐ NO ☒					
13. Hydrogen Sulfide Concentration 0 PPM			14. Maximum Escape Volume 400 MCF/Day			15. 100 PPM Radius of Exposure (ROE) 0 Ft.					
16. 500 PPM Radius of Exposure (ROE) 0 Ft.			17. Operation is Existing ☐ New ☒			18. Modification Resulting in Certificate Change Yes ☐ No ☒					
19. Workover or Drilling Well with 100 PPM ROE Greater than 3000 feet on Rule 36 Certified Well/Lease ☐ Yes ☒ No			20. Previous Certificate Number if Available (For Amended Certificates) NA								
21. The 100 PPM ROE includes any part of a public area except a public road ☐ Yes ☒ No			22. The 500 PPM ROE includes any part of a public road ☐ Yes ☒ No			23. Injection of fluid containing Hydrogen Sulfide (See Instruction 14) ☐ Yes ☒ No					
24. Date (or Depth) of Compliance with all applicable provisions of Rule 36 01/31/2013 Mo / Day / Year			Depth of Compliance for Drilling Operation Ft. From Surface								
25. Contingency Plan Location of Plan (See Instruction 15)			Has been prepared			Yes ☐ No ☒					
26. Location of data used to prepare this certificate (See Instruction 15) Same as address above.											
CERTIFICATE											
I declare under penalties prescribed in section 91.143, Natural Resource Code, that I am authorized to make this report, that this report was prepared by me or under my supervision, and that I am qualified to make this certification by virtue of my training and experience, and by my analysis of the operation being certified, or by the analysis of qualified person working under my supervision, and that the data and facts stated therein are true, correct, and complete, to the best of my knowledge.											
<i>Rhonda Kaschmitter</i>			Regulatory Manager			(972) 668-8828 01/31/2013					
Representative of Company			Title			Phone No. Date					

RAILROAD COMMISSION USE ONLY

This operation and the equipment used therein is approved on the basis of the above certification and is subject to further Commission audit for compliance with the required provisions of Statewide Rule 36. This approval may be cancelled if investigation determines that the operation does not comply with the provisions of Statewide Rule 36.

APPROVED BY: _____

DATE: _____

REMARKS:

CERTIFICATION NUMBER: _____

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 755150	DATE PERMIT ISSUED OR AMENDED Jan 31, 2013	DISTRICT * 08
API NUMBER 42-389-33621	FORM W-1 RECEIVED Jan 21, 2013	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Vertical	ACRES 316.97
OPERATOR COMSTOCK OIL & GAS, LP 170040		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 LONE RANGER STATE 192		WELL NUMBER 2
LOCATION 12.3 miles SE direction from PECOS		TOTAL DEPTH 12500
Section, Block and/or Survey SECTION ◀ 192 BLOCK ◀ 13 ABSTRACT ◀ 3021 SURVEY ◀ H&GN RR CO/MILLAR, S W		
DISTANCE TO SURVEY LINES 1980 ft. E 800 ft. N		DISTANCE TO NEAREST LEASE LINE 800 ft.
DISTANCE TO LEASE LINES 1980 ft. E 800 ft. N		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME		ACRES NEAREST LEASE
		DEPTH NEAREST LEASE
		WELL # NEAREST WE
		DIST
-----		-----
WOLFBONE (TREND AREA)		316.97
LONE RANGER STATE 192		800
		12,500
		2
		1509
		08
RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production. 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.		

File No. MF 110853
w-2 and attachments
389-33242

Date Filed: 6/27/13
Jerry Patterson, Commissioner

By MB Barnstone

ORIGINAL

11713

OIL & GAS DIVISION ORDER

Property Number: TX-106-1021
Property Name: HSF STATE "A" 3#1
Operator: COMSTOCK OIL & GAS, LP
County/State: Reeves, TX
Property Description: PSL SURVEY BLK C9 SEC 3
GLO UNIT NO. 5420

Date Prepared: 1/11/2013
Effective Date: FIRST SALES
Analyst Initials: LW

MF 110853
112397

Owner Name: STATE OF TEXAS
Address: COMMISSIONER OF THE GENERAL LAND OFFICE
1700 N. CONGRESS AVE.
AUSTIN, TX 78701

Owner Number: 001162
Type of Interest: RI
Interest: 0.11250000

The undersigned severally and not jointly certifies it is the legal owner of the interest set out herein of all the oil, gas and gas liquid hydrocarbons produced from the property described above payable by payor:

COMSTOCK OIL AND GAS, LP, 5300 TOWN AND COUNTRY BLVD., SUITE 500, FRISCO, TX 75034

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 undersigned will be paid in accordance with the division of interests set out herein. The payor shall pay all parties at the price agreed to by the operator for production to be sold pursuant to this Division Order.

From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for proceeds from production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$50 may be accrued before disbursement until the total amount equals \$50 or more, or until 12 months' proceeds accumulate, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of interest that payee does not own.

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.

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 affect 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 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.

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 satisfactory 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.

Any correspondence regarding this Agreement shall be furnished to the addresses listed unless otherwise advised by either party.

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.

WITNESSES

INTEREST OWNER

Signature: _____
Printed Name: _____
SS/Tax ID No.: _____
Address: _____
Day Time Phone Number: _____
Email 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.

1.17.13



January 11, 2013

**STATE OF TEXAS
COMMISSIONER OF THE GENERAL LAND OFFICE
1700 N. CONGRESS AVE.
AUSTIN, TX 78701**

RE: COMSTOCK OIL & GAS, LP
HSF STATE "A" 3#1
TX-106-1021
Reeves County, TX

Dear Interest Owner,

Enclosed, please find copies of Comstock Oil & Gas, LP Division Orders covering interest in the above referenced well. Please review this document to see that all of the information is correct, execute the original Division Order in accordance with the attached instruction sheet and return the executed document to Comstock Oil & Gas, LP for our further handling. Please retain the copy for your records.

Thank you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact us at the address below.

Sincerely,

Lisa Witherspoon

Lisa Witherspoon, RPL
Senior Division Order Analyst

Enclosures

20
File No. MF110853

DIVISION ORDER

Date Filed: 1.17.13

Jerry E. Patterson, Commissioner

By 





TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

Certified USPS 7011 1150 0001 2414 9056

February 29, 2016

Kathryn Richardson
Rosetta Resources Operating LP
1111 Bagby, Suite 1600
Houston, TX 77002

Re: MF 110853 W/2 Save and Except S/2 SW/4 being 240 acres more or less, Sec 3, Block C-9
PSL Reeves County Texas. Lease Well API# 389-33236.

Dear Ms. Richardson:

Our records indicate that MF 110853 has ceased to produce from December 1, 2014 to April 1, 2015. It appears that this lease is terminated effective February 1, 2015 due to no production. The Texas Administrative Code dealing with Shut-In Royalty is Title 31, Part 1, Chapter 9, Subchapter C, Rule §9.36 and it states that the Shut in Royalties are due no less than 60 days after the date the well ceases to produce oil or gas.

You have thirty days from the receipt of this letter in which to present evidence to the General Land Office that this termination has not occurred. If such evidence has not been presented at the expiration of the 30 day period, the lease shall be endorsed "terminated" with no further communication from this office prior to the endorsement.

Pursuant to the Texas Administrative Code, we request that you file with this office a certified, recorded copy of a Release of State Oil and Gas Lease, effective as of the termination date and recorded in the county in which the lease tract is located. After recording the release, mail a certified copy of the release, along with the filing fee of \$25.00, to my attention at the GLO.

We look forward to hearing from you.

Yours truly,

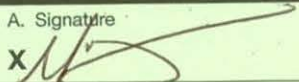
Travis Matthews
Landman, Energy Resources
512-463-5118
512-475-1543 (fax)
travis.matthews@glo.texas.gov

(21)

File No. MF 110853Date Filed: 2-29-16

George P. Bush, Commissioner

By TRAVIS MATTHEWS

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature  ☐ Agent ☐ Addressee	
1. Article Addressed to: Kathryn Richardson Rosetta Resources Operating LP 1111 Bagby, Suite 1600 Houston, TX 77002		B. Received by (Printed Name) <u>M. Villalobos</u>	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	
2. Article Number (Transfer from service label)		7011 1150 0001 2414 9056	

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	\$
Postmark Here	
Sent To	
Street, Apt. No.; or PO Box No. <u>ROSETTA RESOURCES</u>	
City, State, ZIP+4	
PS Form 3800, August 2006	
See Reverse for Instructions	

7011 1150 0001 2414 9056

NOTICE OF CONFIDENTIALITY: 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.

PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 §
COUNTY OF REEVES §

WHEREAS, the undersigned is the owner and holder of the following Oil and Gas Lease:

Oil and Gas Lease, dated June 24, 2009, by and between The State of Texas, acting by and through its agents, John Tevis Herd, John Jason Sullivan, and C. Boyd Finch, as Owner of the Soil, and Eagle Oil & Gas Co., as Lessee, as evidenced by that certain Oil and Gas Lease, recorded in Volume 828, Page 450 of the Official Public Records of Reeves County, Texas (hereinafter referred to as the "Subject Lease") and;

WHEREAS, the Subject Lease with all rights and privileges thereunder now being owned and held by Rosetta Resources Operating LP, whose address is 1001 Noble Energy Way, Houston, TX 77070;

AND WHEREAS, the undersigned now desires to release from the terms and provisions of the Subject Lease all of the lands covered in the lease so that said lease is hereby terminated and of no force and no effect, SAVE AND EXCEPT, the following described lands:

80.0 acres, more or less, being the North One-half (N/2) of the Southwest Quarter (SW/4) of Section Three (3), Block C-Nine (C-9), Public School Land Survey, Reeves County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned owner and holder of the Subject Lease does hereby cancel, release, relinquish, surrender and quitclaim the Subject Lease unto Lessor, and does hereby declare the Subject Lease terminated, and of no further force and effect, except as to those lands covered by the Subject Lease which are specifically saved and excepted above.

Dated and signed this 31st day of May, 2016, but effective April 3, 2016.

Rosetta Resources Operating LP
By Rosetta Resources Operating GP, LLC
It's General Partner

By:

T. K. Baumgart
T. K. Baumgart, Vice President

MAR
KCC

STATE OF TEXAS

(CORPORATION ACKNOWLEDGMENT)

COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of May, 2016, by T.K. Baumgart, Vice President of Rosetta Resources Operating GP, LLC, a Delaware limited liability company, as general partner of Rosetta Resources Operating, LP, a Delaware limited partnership, on behalf of said limited liability company and said partnership.



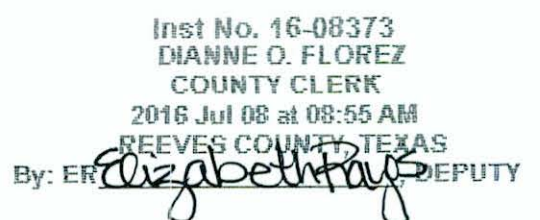
25378501

Mona Bordelon

Notary Public in and for the State of



TRUE & CORRECT
A COPY OF
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE



File No. 110853
 _____ County
Partial Release
 Date Filed: 07/15/16
 George P. Bush, Commissioner
 By: [Signature]

THE STATE OF TEXAS
 COUNTY OF REEVES

I, Dianne O. Flores, Clerk of the County Court in and
 for said County and State do hereby certify that the foregoing is a true and correct copy of
Part. Release of D.M. dated MAY 31st 2016
 filed for record in my office this 8 day of JULY at
8:55 AM, under Clerk's file No. 14-08373, to be recorded in the
Official Public Records

Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
 this 8 day of JULY, 2016.

By: [Signature]
 Deputy.

DIANNE O. FLORES, COUNTY CLERK
 REEVES COUNTY, TEXAS

07/15/16



NEW SOUTH MINERALS INC.

350 N. Sam Houston Pkwy E.

Suite 205

Houston, Texas 77060

Office: 281-272-0504

Fax: 281-272-0575

August 2, 2016

Mineral Leasing Division
Texas General Land Office
Attn: Drew Reid
1700 North Congress Ave., Room 600
Austin, TX 78701-1495

Dear Mr. Reid:

On behalf of Rosetta Resources Operating LP, enclosed please find a recorded "True and Correct Copy" for your files of the Partial Release of Oil, Gas and Mineral Lease for lands situated in Reeves County, Texas, described as follows:

80.0 acres, more or less, being the North One-half (N/2) of the Southwest Quarter (SW/4) of Section Three (3), Block C-Nine (C-9), Public School Land Survey, Reeves County, Texas.

Thank you for your help and cooperation in this matter. Should you have any questions, or need additional information, please call the number above, or by email at **bubsmith14@aol.com**.

Sincerely,

Greg Smith

File No. 110853County
Ltr from New South MineralsDate Filed: 08/04/14

George P. Bush, Commissioner

By [Signature]

NOTICE OF CONFIDENTIALITY: 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.

PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 §
COUNTY OF REEVES §

WHEREAS, the undersigned is the owner and holder of the following Oil and Gas Lease:

Oil and Gas Lease, dated June 24, 2009, by and between The State of Texas, acting by and through its agents, John Tevis Herd, John Jason Sullivan, and C. Boyd Finch, as Owner of the Soil, and Eagle Oil & Gas Co., as Lessee, as evidenced by that certain Oil and Gas Lease, recorded in Volume 828, Page 450 of the Official Public Records of Reeves County, Texas (hereinafter referred to as the "Subject Lease") and;

WHEREAS, the Subject Lease with all rights and privileges thereunder now being owned and held by Rosetta Resources Operating LP, whose address is 1001 Noble Energy Way, Houston, TX 77070;

AND WHEREAS, the undersigned now desires to release from the terms and provisions of the Subject Lease all of the lands covered in the lease so that said lease is hereby terminated and of no force and no effect, SAVE AND EXCEPT, the following described lands:

80.0 acres, more or less, being the North One-half (N/2) of the Southwest Quarter (SW/4) of Section Three (3), Block C-Nine (C-9), Public School Land Survey, Reeves County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned owner and holder of the Subject Lease does hereby cancel, release, relinquish, surrender and quitclaim the Subject Lease unto Lessor, and does hereby declare the Subject Lease terminated, and of no further force and effect, except as to those lands covered by the Subject Lease which are specifically saved and excepted above.

Dated and signed this 31st day of May, 2016, but effective April 3, 2016.

Rosetta Resources Operating LP
By Rosetta Resources Operating GP, LLC
It's General Partner

By: 
T. K. Baumgart, Vice President


STATE OF TEXAS (CORPORATION ACKNOWLEDGMENT)
COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of May, 2016, by T.K. Baumgart, Vice President of Rosetta Resources Operating GP, LLC, a Delaware limited liability company, as general partner of Rosetta Resources Operating, LP, a Delaware limited partnership, on behalf of said limited liability company and said partnership.

25378501



Notary Public in and for the State of T E X A S
Dianne O. Florez, County Clerk
Page 1 of 2

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 2 of 2



File No. 110853
County _____
Partial Release
Date Filed: 08/04/16
George P. Bush, Commissioner [Signature]
By _____

0. 4. 30

THE STATE OF TEXAS
COUNTY OF REEVES
I, Dianne O. Florez, Clerk of the County Court in and
for said County, do hereby certify that the foregoing is a true and correct copy of
Partial Release of Prob dated 5-31-16
filed for record in my office this 31st day of July at
2016 M. under Clerk's File No. 16-04161, to be recorded in the
Official Public Records
Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 3rd day of July, 2016.
By [Signature] Deputy, DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS



MF 110853 ✓
MF 110548
MF 112397
MF 113687

NADOA Model Form Division Order (Adopted 9/95)

DIVISION ORDER

Return To: ROSETTA RESOURCES OPERATING LP
1001 NOBLE ENERGY WAY
HOUSTON TX 77070-1435 US

Desk Code : SDW 171615
Date : JUN 12 2017
Effective Date: DATE OF FIRST SALES

Property Name : WILL ROGERS STATE 4 3 UNIT A
Operator : ROSETTA RESOURCES OPERATING LP
County / Parish and State : REEVES, TX

Property Description : SEE EXHIBIT
Product : ALL

OWNER NAME	PROPERTY #	OWNER #	INTEREST
TEXAS GENERAL LAND OFFICES STEPHEN F AUSTIN BUILDING 1700 CONGRESS AVE AUSTIN TX 78701-1495 US	SEE EXHIBIT	103243 - 11	0.05312500 RI

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by **Rosetta Resources Operating LP (Rosetta)**.

Rosetta 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.

Rosetta 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 Rosetta any amount attributable to an interest to which the undersigned is not entitled.

Rosetta may accrue proceeds until the total amount equals \$25.00, or clear ALL payable proceeds annually if said accrued total amount is less than \$25.00, 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 Rosetta may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses:

Owner(s) Signature(s): _____

Owner(s) Tax I.D. Number(s):
TIN(s) or SSN(s) _____

Owner Daytime Telephone/Fax #: _____

Address Correction :

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in tax withholding in accordance with federal law, which will not be refundable by Payor.

KEEP THIS COPY FOR YOUR FILE

11.57.9

EXHIBIT

ROSETTA RESOURCES

Property Name : WILL ROGERS STATE 4 3 UNIT A
Operator : ROSETTA RESOURCES OPERATING LP
County / Parish and State : REEVES, TX

Property Description

PUBLIC SCHOOL LAND SURVEY, BLOCK C-9, SEC 3: S2 AND SEC 4: SOUTH 320 ACRES, CONTAINING 640 TOTAL ACRES, MORE OR LESS, REEVES COUNTY, TEXAS

DIVISION ORDER COVERS THE FOLLOWING WELLS:

Well Name WILL ROGERS ST 4 3 UA 1H
Property Number 435911207

4359



Return To: ROSETTA RESOURCES OPERATING LP
1001 NOBLE ENERGY WAY
HOUSTON TX 77070-1435 US

Desk Code : SDW 171615
Date : JUN 12 2017
Effective Date: DATE OF FIRST SALES

Property Name : WILL ROGERS STATE 4 3 UNIT A
Operator : ROSETTA RESOURCES OPERATING LP
County / Parish and State : REEVES, TX

Property Description : SEE EXHIBIT
Product : ALL

OWNER NAME	PROPERTY #	OWNER #	INTEREST
TEXAS GENERAL LAND OFFICES STEPHEN F AUSTIN BUILDING 1700 CONGRESS AVE AUSTIN TX 78701-1495 US	SEE EXHIBIT	103243 - 11	0.03125000 NPRI

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Rosetta may accrue proceeds until the total amount equals \$25.00, or clear ALL payable proceeds annually if said accrued total amount is less than \$25.00, 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 Rosetta may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses:

Owner(s) Signature(s): _____

Owner(s) Tax I.D. Number(s):
TIN(s) or SSN(s) _____

Owner Daytime Telephone/Fax #: _____

Address Correction :

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in tax withholding in accordance with federal law, which will not be refundable by Payor.

KEEP THIS COPY FOR YOUR FILE

21579

EXHIBIT

ROSETTA RESOURCES

Property Name : WILL ROGERS STATE 4 3 UNIT A
Operator : ROSETTA RESOURCES OPERATING LP
County / Parish and State : REEVES, TX

Property Description

PUBLIC SCHOOL LAND SURVEY, BLOCK C-9, SEC 3: S2 AND SEC 4: SOUTH 320 ACRES, CONTAINING 640 TOTAL ACRES, MORE OR LESS, REEVES COUNTY, TEXAS

DIVISION ORDER COVERS THE FOLLOWING WELLS:

Well Name : WILL ROGERS ST 4 3 UA 1H
Property Number : 435911207

21579



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 22, 2017

Kathryn Richardson
Rosetta Resources Operating LP
1001 Noble Energy Way
Houston, TX 77070

Re: State Lease Nos. MF110853, MF110548, MF112397 and MF113687
Will Rogers State 4-3 Unit A

Dear Mrs. Richardson:

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(s).

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
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF110853

County _____

Division Order

Date Filed: 8-22-17

George P. Bush, Commissioner

By V.H.



MF 110548
✓ MF 110853
MF 112397
MF 113687

NADOA Model Form Division Order (Adopted 9/95)
DIVISION ORDER

Return To:

ROSETTA RESOURCES OPERATING LP
1001 NOBLE ENERGY WAY
HOUSTON TX 77070-1435 US

Desk Code : MG 171615
Date : DEC 27 2017
Effective Date: DATE OF FIRST SALES

Property Name :

WILL ROGERS STATE 4 3 UNIT A
ROSETTA RESOURCES OPERATING LP
REEVES, TX

Operator :

County / Parish and State :

Property Description :

SEE EXHIBIT
ALL

Product :

OWNER NAME	PROPERTY #	OWNER #	INTEREST
TEXAS GENERAL LAND OFFICES STEPHEN F AUSTIN BUILDING 1700 CONGRESS AVE AUSTIN TX 78701-1495 US	SEE EXHIBIT	103243 - 11	0.05312500 RI

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by **Rosetta Resources Operating LP (Rosetta)**.

Rosetta 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.

Rosetta 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 Rosetta any amount attributable to an interest to which the undersigned is not entitled.

Rosetta may accrue proceeds until the total amount equals \$25.00, or clear ALL payable proceeds annually if said accrued total amount is less than \$25.00, 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 Rosetta may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses:

Owner(s) Signature(s):

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

TIN(s) or SSN(s)

Owner Daytime Telephone/Fax #:

Address Correction :

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in tax withholding in accordance with federal law, which will not be refundable by Payor.

KEEP THIS COPY FOR YOUR FILE

EXHIBIT

ROSETTA RESOURCES

Property Name : WILL ROGERS STATE 4 3 UNIT A
Operator : ROSETTA RESOURCES OPERATING LP
County / Parish and State : REEVES, TX
Property Description

PUBLIC SCHOOL LAND SURVEY, BLOCK C-9, SEC 3: S2 AND SEC 4: SOUTH 320 ACRES, CONTAINING 640 TOTAL ACRES, MORE OR LESS, REEVES COUNTY, TEXAS

DIVISION ORDER COVERS THE FOLLOWING WELLS:

Well Name : WILL ROGERS ST 4 3 UA 1H
Property Number : 435911207

Well Name : WILL ROGERS ST 4 3 UA 61H
Property Number : 435916904



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 21, 2018

Kathryn Richardson
Division Order Analyst
Rosetta Resources Operating LP
1001 Noble Energy Way
Houston, TX 77070

Re: State Lease Nos. MF110853, MF110548, MF112397 and MF113687
Will Rogers State 4-3 Unit A (Unit 8108)

Dear Mrs. Richardson:

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(s).

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
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF110853Division OrderDate Filed: 2-21-2018

George P. Bush, Commissioner

By V.H.



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

Noble Energy, Inc.
1001 NOBLE ENERGY WAY
HOUSTON, TX 77070-1435

Billing Date: 5/16/2025
Billing Due Date: 6/15/2025
Customer Number: C000044622

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00788	MF110853	\$0.00	\$2,408.93	\$312.39	\$229.15	\$2,950.47
Total Due		\$0.00	\$2,408.93	\$312.39	\$229.15	\$2,950.47

Penalty and interest have been calculated thru 5/31/2025. Payment remitted after 5/31/2025 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

Noble Energy, Inc.

Billing Date: 5/16/2025

Billing Due Date: 6/15/2025

Customer Number: C000044622

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
25I00788	MF110853	\$0.00	\$2,408.93	\$312.39	\$229.15	\$2,950.47
Total Due		\$0.00	\$2,408.93	\$312.39	\$229.15	\$2,950.47
Amt. Paid						

Customer ID: C000044622

Invoice Number:

GLO Lease:

GLO Review:

Review Period:

MF110853

NOBLE ENERGY INC

Sept 2023 - Aug 2024

Category Oil

Auditor/AE: Eric M

Billing Date: 5/14/2025

P&I Calculation Date: 5/31/2025

Royalty Rate: 10.00%

(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-23	08-48953	48	1	\$89.794	1	\$4,310.11	\$431.01	\$0.00	\$431.01	573	8.50%	\$43.10	\$51.59	\$525.70
Nov-23	08-48953	48	1	\$79.147	1	\$3,799.05	\$379.91	\$0.00	\$379.91	512	9.50%	\$37.99	\$44.79	\$462.69
Dec-23	08-48953	43	1	\$72.327	1	\$3,110.06	\$311.01	\$0.00	\$311.01	481	9.50%	\$31.10	\$34.16	\$376.27
Jan-24	08-48953	34	1	\$74.121	1	\$2,520.11	\$252.01	\$0.00	\$252.01	452	9.50%	\$25.20	\$25.78	\$302.99
Feb-24	08-48953	25	1	\$77.300	1	\$1,932.50	\$193.25	\$0.00	\$193.25	421	9.50%	\$25.00	\$18.21	\$236.46
Mar-24	08-48953	9	1	\$81.585	1	\$734.27	\$73.43	\$0.00	\$73.43	391	9.50%	\$25.00	\$6.35	\$104.78
Apr-24	08-48953	23	1	\$85.685	1	\$1,970.76	\$197.08	\$0.00	\$197.08	360	9.50%	\$25.00	\$15.44	\$237.52
May-24	08-48953	19	1	\$80.021	1	\$1,520.39	\$152.04	\$0.00	\$152.04	330	9.50%	\$25.00	\$10.72	\$187.76
Jun-24	08-48953	17	1	\$79.217	1	\$1,346.69	\$134.67	\$0.00	\$134.67	299	9.50%	\$25.00	\$8.41	\$168.08
Jul-24	08-48953	7	1	\$81.169	1	\$568.18	\$56.82	\$0.00	\$56.82	268	9.50%	\$25.00	\$3.09	\$84.91
Aug-24	08-48953	30	1	\$75.899	1	\$2,276.97	\$227.70	\$0.00	\$227.70	238	9.50%	\$25.00	\$10.61	\$263.31
TOTALS		303				\$24,089.08	\$2,408.93	\$0.00	\$2,408.93			\$312.39	\$229.15	\$2,950.47

COMMENTS:

BILLING IS FOR UNDERREPORTED VOLUMES FOR RRC ID: 08-48953

COLUMN (3)

COLUMNS (5) & (6)

COLUMNS (12),(13),(14)

UNDERREPORTED VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC

AVERAGE PRICE IS CALCULATED AND USED IN THE CALCULATION

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.martinez@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.martinez@glo.texas.gov

NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL:

Andrea Leiva
andrealiva@chevron.com

RRAC NOBLE ENERGY INC(Admin)
jmagwe@chevron.com

File No. MF110853

County _____

Recon Billing

Date Filed: 5/20/2025

Commissioner Dawn Buckingham, M.D.

By: JD



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

Noble Energy, Inc.
1001 NOBLE ENERGY WAY
HOUSTON, TX 77070-1435

Billing Date: 5/16/2025
Billing Due Date: 6/15/2025
Customer Number: C000044622

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00792	MF110853	\$697.19	\$0.00	\$150.00	\$72.79	\$919.98
Total Due		\$697.19	\$0.00	\$150.00	\$72.79	\$919.98

Penalty and interest have been calculated thru 5/31/2025. Payment remitted after 5/31/2025 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

Noble Energy, Inc.

Billing Date: 5/16/2025

Billing Due Date: 6/15/2025

Customer Number: C000044622

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
25I00792	MF110853	\$697.19	\$0.00	\$150.00	\$72.79	\$919.98
Total Due		\$697.19	\$0.00	\$150.00	\$72.79	\$919.98
Amt. Paid						

Customer ID: C000044622
 Invoice Number:
 GLO Lease: MF110853
 GLO Review: NOBLE ENERGY INC
 Review Period: Sept 2023 - Aug 2024

Category Gas
 Auditor/AE: Eric M
 Billing Date: 5/14/2025
 P&I Calculation Date: 5/31/2025
 Royalty Rate: 10.00%

(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-23	08-48953	486	1	\$2.464	1	\$1,197.56	\$119.76	\$0.00	\$119.76	563	8.50%	\$25.00	\$14.06	\$158.82
Nov-23	08-48953	445	1	\$2.743	1	\$1,220.61	\$122.06	\$0.00	\$122.06	502	9.50%	\$25.00	\$14.07	\$161.13
Dec-23	08-48953	534	1	\$2.558	1	\$1,366.21	\$136.62	\$0.00	\$136.62	471	9.50%	\$25.00	\$14.65	\$176.27
Jan-24	08-48953	531	1	\$2.719	1	\$1,443.61	\$144.36	\$0.00	\$144.36	442	9.50%	\$25.00	\$14.39	\$183.75
Feb-24	08-48953	541	1	\$2.374	1	\$1,284.32	\$128.43	\$0.00	\$128.43	411	9.50%	\$25.00	\$11.77	\$165.20
Mar-24	08-48953	343	1	\$1.340	1	\$459.56	\$45.96	\$0.00	\$45.96	381	9.50%	\$25.00	\$3.85	\$74.81
TOTALS		2,880				\$6,971.87	\$697.19	\$0.00	\$697.19			\$160.00	\$72.79	\$919.98

COMMENTS: BILLING IS FOR UNDERREPORTED VOLUMES FOR RRC ID: 08-48953

COLUMN (3) UNDERREPORTED VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC
 COLUMNS (5) & (6) AVERAGE PRICE IS CALCULATED AND USED IN THE CALCULATION
 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/trac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.martinez@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.martinez@glo.texas.gov
 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: Andrea Leiva andreaeiva@chevron.com RRAC NOBLE ENERGY INC(Admin) jmagwe@chevron.com

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File No. MF 110853

County _____
Recon Billing

Date Filed: 5/20/2025
Commissioner Dawn Buckingham, M.D.

By: VD