

ABOVE THIS LINE FOR DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION

RECEIVED OOD - Engineering Bureau -
1220 South St. Francis Drive, Santa Fe, NM 87505



30-615-38532
Coppahead 31 Fed Com #1H
30-015-39791
Coppahead 31 Fed Com #2H

2013 MAY 17 9 2 23

ADMINISTRATIVE APPLICATION CHECKLIST

COG operating

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Application Acronyms:

- [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]
- [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]
- [PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]
- [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]
- [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]
- [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]

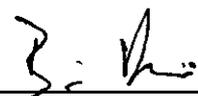
375

- [1] TYPE OF APPLICATION - Check Those Which Apply for [A]
- [A] Location - Spacing Unit - Simultaneous Dedication
 NSL NSP SD
- Check One Only for [B] or [C]
- [B] Commingling - Storage - Measurement
 DHC CTB PLC PC OLS OLM
- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR
- [D] Other: Specify _____
- [2] NOTIFICATION REQUIRED TO: - Check Those Which Apply, or Does Not Apply
- [A] Working, Royalty or Overriding Royalty Interest Owners
- [B] Offset Operators, Leaseholders or Surface Owner
- [C] Application is One Which Requires Published Legal Notice
- [D] Notification and/or Concurrent Approval by BLM or SLO
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
- [E] For all of the above, Proof of Notification or Publication is Attached, and/or,
- [F] Waivers are Attached

[3] SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.

[4] CERTIFICATION: I hereby certify that the information submitted with this application for administrative approval is accurate and complete to the best of my knowledge. I also understand that no action will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Brian Maiorino  Regulatory Analyst 4/16/13

Print or Type Name Signature Title Date

bmaiorino@concho.com
e-mail Address



May 15, 2013

New Mexico Oil Conservation Division
Richard Ezeanyim
1220 S St. Francis Drive
Santa Fe, New Mexico 87505

Re: Copperhead 31 Federal Com Surface Commingle

Mr. Ezeanyim,

COG Production LLC respectfully requests approval for surface commingle of production for the Copperhead 31 Federal Com 1H and Copperhead 31 Federal Com 2H.

Production to the Copperhead 31 Federal Com 1H CTB, Sec. 31-T26S-R29E- Lot 7, will consist of the following wells:

| | |
|--|---|
| <p>Copperhead 31 Federal Com 1H Eddy County, NM API # 30-015-38532 Surface: 480 FSL & 480 FEL, Sec 31, T26S, R29E, Lot 7</p> | <p>Copperhead 31 Federal Com 2H Eddy County, NM API # 30-015-39791 Surface: 480 FSL & 21400 FEL, Sec 31 T26S, R29E, Lot 6</p> |
|--|---|

Production from the Copperhead 31 Federal Com 1H and Copperhead 31 Federal Com 2H will be measured and stored at the Copperhead 31 Federal Com 1H CTB located in Section 31-T26S,R29E, Lot 7. Oil and gas production will be allocated by using the subtraction method. The total production of the facility will be subtracted by the metered production of the Copperhead 31 Federal Com #2H to determine the production allocation for the Copperhead 31 Federal Com #1H.

Both wells will be producing from the Delaware River; Bone Spring (16800). I have attached a diagram of the battery facilities, C-102s for each well, a map showing all well locations and Com agreement areas, admin checklist, C-107B, and notice to all interest owners.

Please contact me at 432-221-0467 should you have any questions.

Sincerely,

Brian Maiorino
Regulatory Analyst
COG Operating, LLC

RECEIVED OCD
2013 MAY 17 P 2:23

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

RECEIVED
OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Submit the original application to the Santa Fe office with one copy to the appropriate District Office.

2013 MAY 17 P 2:23

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: COG Production LLC
OPERATOR ADDRESS: One Concho Center, 600 W. Illinois Avenue, Midland, TX 79701
APPLICATION TYPE:
 Pool Commingling Lease Commingling Pool and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingled)
LEASE TYPE: Fee State Federal

Is this an Amendment to existing Order? Yes No If "Yes", please include the appropriate Order No. _____
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
 Yes No

(A) POOL COMMINGLING
Please attach sheets with the following information

| (1) Pool Names and Codes | Gravities / BTU of Non-Commingled Production | Calculated Gravities / BTU of Commingled Production | | Calculated Value of Commingled Production | Volumes |
|--------------------------|--|---|--|---|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(2) Are any wells producing at top allowables? Yes No
(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No.
(4) Measurement type: Metering Other (Specify)
(5) Will commingling decrease the value of production? Yes No If "yes", describe why commingling should be approved

(B) LEASE COMMINGLING
Please attach sheets with the following information

(1) Pool Name and Code. Delaware River; Bone Spring (16800)
(2) Is all production from same source of supply? Yes No
(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No
(4) Measurement type: Metering Other (Specify)

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

(1) Is all production from same source of supply? Yes No
(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.
SIGNATURE: Brian Maiorino TITLE: Regulatory Analyst DATE: 4/16/13
TYPE OR PRINT NAME Brian Maiorino TELEPHONE NO.: 432-221-0467
E-MAIL ADDRESS: bmaiorino@concho.com

COG Operating, LLC is Requesting approval of surface commingling of production of the following wells

| Well Name | API No. | Loc: 1/4-1/4 Sec. Twp. Rng. UI | Formation | BOPD | Oil Gravity | MCFPD | BTU |
|--|--------------|--------------------------------|------------------------------|------|-------------|-------|-------|
| Copperhead 31 Federal Com 1H | 30-015-38532 | SENE-31-T26S-R29E-Lot 7 | Delaware River; Bone Springs | 14 | 48 | 925 | 1,087 |
| Communication Agreement Contract # 126824 | | | | | | | |
| Copperhead 31 Federal Com 2H | 30-015-39791 | SWNE-31-T26S-R29E-Lot 6 | Delaware River; Bone Springs | 110 | 48 | 2000 | 1,087 |
| Communication Agreement Contract: In Progress | | | | | | | |
| <p>The Storage and measuring facility is located on the Copperhead 31 Federal Com 1H well site SENE-31-T26S-R29E-lot 7, Eddy County, NM</p> <p>Nuevo Gas meter: 638-0003 #2A1H2</p> | | | | | | | |
| <p>Notification will be given if there is any future change in the facility location</p> | | | | | | | |
| <p>Production allocation will be based on the subtraction method. The total production of the facility will be subtracted from the metered production of the Copperhead 31 Federal #2H to determine the production of the Copperhead 31 Federal 1H</p> | | | | | | | |

State of New Mexico

Energy, Minerals and Natural Resources Department

DISTRICT I
1625 N. FRANCH DR., HOBER, NM 88240

DISTRICT II
1301 V. GRAND AVENUE, ARTESIA, NM 88210

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

DISTRICT IV
1220 S. ST. FRANCIS DR., SANTA FE, NM 87503

OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

Form C-102
Revised October 12, 2005
Submit to Appropriate District Office
State Lease - 4 Copies
Fee Lease - 3 Copies

WELL LOCATION AND ACREAGE DEDICATION PLAT

AMENDED REPORT

| | | |
|-----------------------------------|--|---|
| API Number 30-015 38532 | Pool Code 16800 | Pool Name DELAWARE RIVER-BONE SPRING |
| Property Code 38529 | Property Name COPPERHEAD "31" FEDERAL COM | Well Number 1H |
| OGRID No. 217955 | Operator Name OGX RESOURCES | Elevation 2895' |

Surface Location

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| 7 | 31 | 26-S | 29-E | | 480 | SOUTH | 480 | EAST | EDDY |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| A | 30 | 26-S | 29-E | | 2037 | NORTH | 350 | EAST | EDDY |

| | | | |
|--------------------------|---------------------------|--------------------|-----------|
| Dedicated Acres 189.5 | Joint or Infill 229.40 | Consolidation Code | Order No. |
|--------------------------|---------------------------|--------------------|-----------|

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

SCALE-1"=2000'

OPERATOR CERTIFICATION

I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the Division.

Signature *Shelley Bush* 10-7-11
Date

Printed Name *Shelley Bush*

SURVEYOR CERTIFICATION

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

AUGUST 24, 2010

Date Surveyed _____ LA

Signature & Seal of Professional Surveyor
Ronald E. Eidsen 01/24/2011
11130138

Certificate No. GARY EIDSON 12841
RONALD E EIDSON 3230

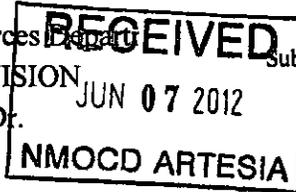
RECEIVED

OCT 07 2011

NMOC D ARTESIA

District I
1625 N French Dr., Hobbs, NM 88240
Phone (575) 393-6161 Fax (575) 393-0720
District II
811 S First St., Artesia, NM 88210
Phone (575) 748-1283 Fax (575) 748-9720
District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone (505) 334-6178 Fax (505) 334-6170
District IV
1220 S St. Francis Dr., Santa Fe, NM 87505
Phone (505) 476-3460 Fax (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505



Form C-102
Revised August 1, 2011
Submit one copy to appropriate District Office
 AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | | | | |
|---|--|---|--|--|---------------------------------|
| ¹ API Number 30-015-39791 | | ² Pool Code 97876 | | ³ Pool Name Wildcat G-03 S262932E; Bone Spring | |
| ⁴ Property Code 38529 | | ⁵ Property Name Copperhead 31 Federal Com | | | ⁶ Well Number 2H |
| ⁷ OGRID No. 217955 | | ⁸ Operator Name COG Production LLC | | | ⁹ Elevation 2901' |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| 6 | 31 | 26S | 29E | | 480 | South | 2140 | East | Eddy |

¹¹ Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| G | 30 | 26S | 29E | | 1615 | North | 2175 | East | Eddy |

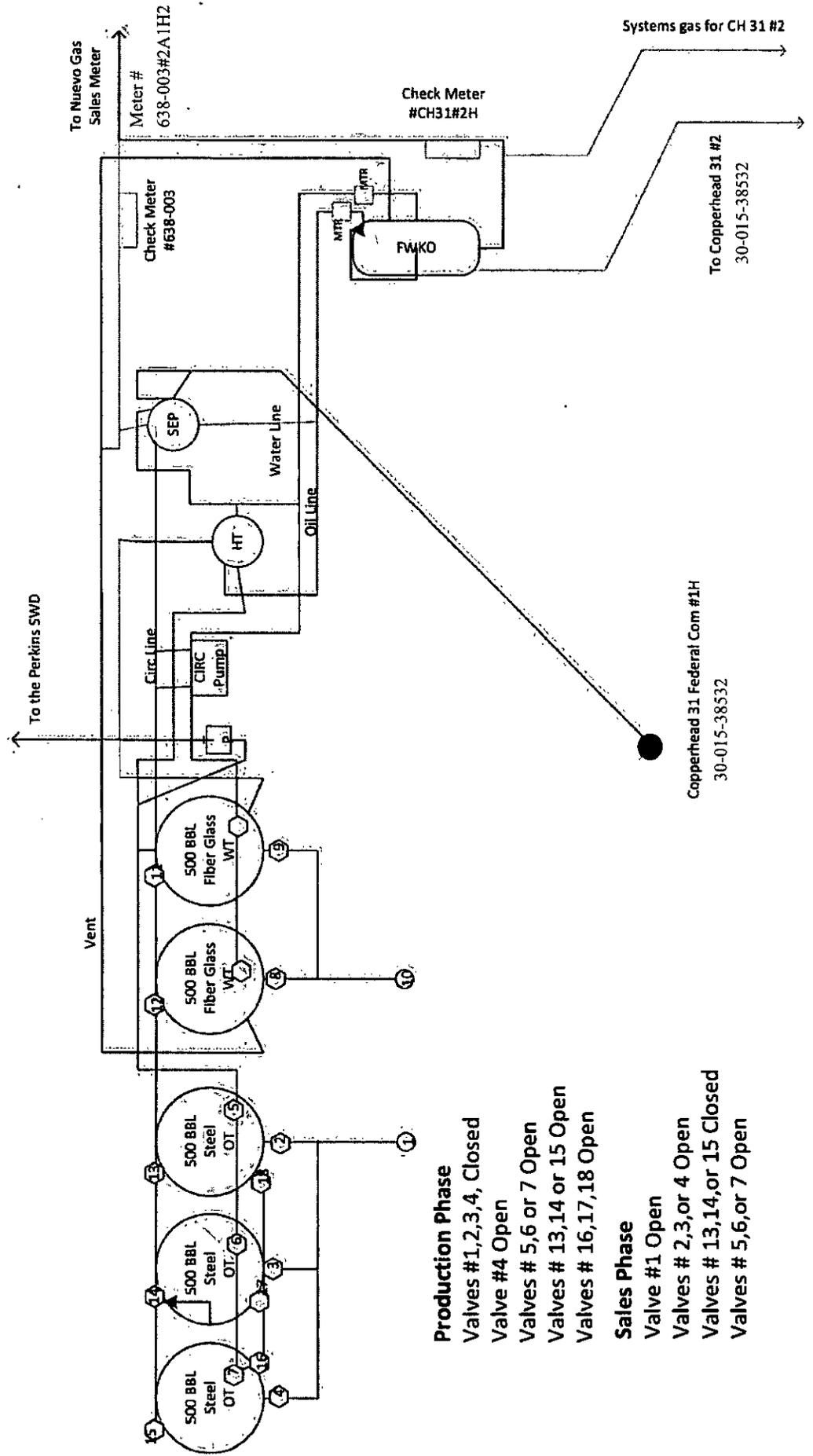
| | | | |
|---|-------------------------------|----------------------------------|-------------------------|
| ¹² Dedicated Acres 186.27 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. |
|---|-------------------------------|----------------------------------|-------------------------|

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

| | | |
|-------------------|---|--------------------|
| ¹⁶ | ¹⁷ OPERATOR CERTIFICATION | |
| | <i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division</i> | |
| | | 5/30/12 Date |
| | Stormi Davis Printed Name | Regulatory Analyst |
| | sdavis@concho.com E-mail Address | |
| | ¹⁸ SURVEYOR CERTIFICATION | |
| | <i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i> | |
| | Date of Survey | |
| | Signature and Seal of Professional Surveyor | |
| | REFER TO ORIGINAL PLAT | |
| | Certificate Number | |

COG Production LLC
 Copperhead 31 Federal Com #1H
 NMNM121474
 30-015-38532
 Sec 31-T26S-R29E
 Eddy County, NM

COG Production LLC
 2208 West Main
 Artesia, NM 88210



Production Phase

- Valves #1,2,3,4, Closed
- Valve #4 Open
- Valves # 5,6 or 7 Open
- Valves # 13,14 or 15 Open
- Valves # 16,17,18 Open

Sales Phase

- Valve #1 Open
- Valves # 2,3,or 4 Open
- Valves # 13,14,or 15 Closed
- Valves # 5,6,or 7 Open

Copperhead 31 Federal Com #1H
 30-015-38532

To Copperhead 31 #2
 30-015-38532

Systems gas for CH 31 #2

To Nuevo Gas Sales Meter
 Meter #
 638-003#2A 1H2

Check Meter
 #CH31#2H

Check Meter
 #638-003

FWKO

SEP

HT

CIRC Pump

500 BBL Steel OT

500 BBL Fiber Glass WT

500 BBL Fiber Glass WT

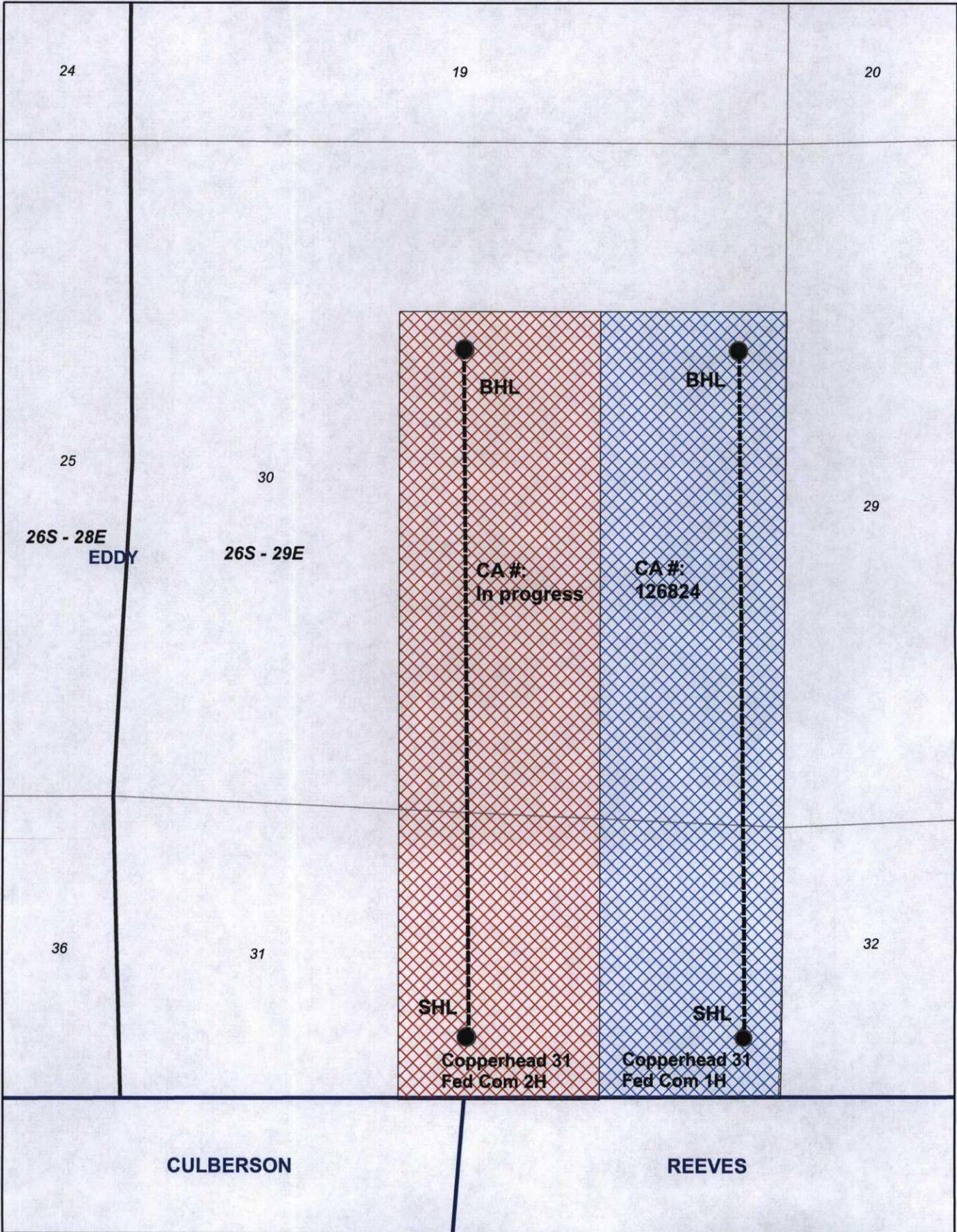
Water Line

Oil Line

Circ Line

Vent

To the Perkins SWD



Copperhead 31 Fed Com 1H
Township 26 South, Range 29 East
N.M.P.M.
Sec 31: Lot 7 and NE/4 NE/4 and
Sec 30: E/2 SE/4 and SE/4 NE/4
Eddy County, NM

Bureau of Land Management – New
Mexico
PO BOX 27115
Santa Fe, NM 87502-0115

Mary Lou Cassidy
PO Box 96
Midland, Texas 79702

John E. Cassidy
PO Box 177
Dripping Springs, Texas 78628

Harry Lee Harrison, Jr.
PO Box 60426
Midland, Texas 79711

CBAT Corp
3300 North A
Bldg. 2-101
Midland, Texas 79705

Jane Appling Sigler and husband,
Jimmie B. Sigler
7734 Top Hill Lane
Dallas Texas 75248

Shirley R. Ireland
2406 Haynes
Midland, Texas 79705

Dorothy H. Martyn
PO Box 244
Quanah, Texas 79252

Ray Properties
PO Box 160937
Austin, Texas 78716-0937

T. D. Rutland
11114 Crestwater Circle
Magnolia, Texas 77354

MBJW Limited Partnership
PO Box 187
Midland, TX 79702

James A. Walton Oil & Gas, L.P.
PO Box 2514
Midland, TX 79702

Judkins T. Walton
PO Box 375
Midland, TX 79702

Alvin F. Walvoord, Jr.
2805 Lockheed Drive
Midland, TX 79701

Clara Frances Walvoord Hudspeth
3513 Diamond Head
Plano, Texas 75075-1737

HRH Properties
PO Box 9432
Midland, TX 79708

Gayle D. Fogelson
300 Crescent Court
Suite 920
Dallas, Texas 75201

John Henry Baze, and wife, Peggy Jane
Baze, for life, remainder to
HC 67-Box 260
Rattan, OL 74562

Johnny Wayne Baze
HC 67-Box 1190
Rattan, OL 74562

Mark Randall Baze
HC 67-Box 1680
Rattan, OL 74562

Robby Gene Baze
HC 67-Box 260
Rattan, OL 74562

Russell Joe Baze
HC 67-Box 207
Rattan, OL 74562

Steven Scott Baze
HC 67-Box 280
Rattan, OL 74562

Mary Elizabeth Vanderhider
5214 Westridge Place
Houston, Texas 77041

Franklin Terry Perkins, Jr.
314 Crossing Court
Keller, Texas 76950

Gary C. Leonard and Carol J. Leonard,
each
202 N Concho Ave
Sonora, Texas 76950

Copperhead 31 Fed Com 2H

Township 26 South, Range 29 East, N.M.P.M.

Section 30: W2SE, SWNE

Section 31: Lot 6, NWNE

COG Production LLC

550 W. Texas Ave., Suite 100
Midland, TX 79701

COG Acreage LP

550 W. Texas Ave., Suite 100
Midland, TX 79701

OXY USA Inc.

5 Greenway Plaza
Houston, Texas 77046

Bureau of Land Management –
New Mexico
PO BOX 27115
Santa Fe, NM 87502-0115

Mary Elizabeth Vanderhider
5214 Westridge Place
Houston, Texas 77041

Franklin Terry Perkins Jr.
314 Crossing Court
Keller, Texas 76950

Carol J. Leonard, and husband
Gary C. Leonard
202 N Concho Ave
Sonora, Texas 76950

John Henry Baze, and wife,
Peggy Jane Baze, for life,
remainder to
HC 67-Box 260
Rattan, OL 74562

Johnny Wayne Baze
HC 67-Box 1190
Rattan, OL 74562

Mark Randall Baze
HC 67-Box 1680
Rattan, OL 74562

Robby Gene Baze
HC 67-Box 260
Rattan, OL 74562

Russell Joe Baze
HC 67-Box 207
Rattan, OL 74562

Steven Scott Baze
HC 67-Box 280
Rattan, OL 74562

West Penn Consulting, LLC
PO Box 11373
Midland, TX 79702

Carmex, Inc.,
PO Box 2064
Midland, TX 79702

Charles R. Wiggins whose wife is
Deborah A. Wiggins
PO Box 10682
Midland, Texas 79702

Richard M. Hulett
14525 Highway 6
Eastland, TX 76448

Sandra Hulett Melton

3618 60th Street
Lubbock, Texas 79413

Wayne C. Earnheart
PO Box 1365
Aransas Pass, TX 78335

Marsha Lynn McGahey
5400 Hopper Rd
Burleson, TX 76028

Louise Ferguson, ssp
PO Box 626
Eastland, Texas 76448

Vicki Woods Trust, by Mary Louise
Ferguson, Trustee and Mary Louise
Ferguson, ssp
PO Box 626
Eastland, TX 76448

Malaga Royalty, LLC
PO Box 2064
Midland, TX 79702

Chevron U.S.A. Inc
1111 Bagby
Houston, TX 77002

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Mary Lou Cassidy
PO Box 96
Midland, TX 79702

2. Article Number (Printed on item and on label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

John E Cassidy
PO Box 177
Dripping Springs, TX 78628

2. Article Number (Printed on item and on label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Harry Lee Harrison Jr
PO Box 60426
Midland, TX 79711

2. Article Number (Printed on item and on label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CBAT Corp
 3300 North A Bldg 2-101
 Midland, TX 79705

2. Article Number

91 7199 9991 7030 0487 1477

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jimmie and Jane Sigler
 7734 Top Hill Lane
 Dallas, TX 75248

2. Article Number

91 7199 9991 7030 0487 1460

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Shirley Ireland
 2406 Haines
 Midland, TX 79705

2. Article Number

91 7199 9991 7030 0487 1453

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Dorothy H Martyn
PO Box 244
Quanah, TX 79252

2. ~~91 7199 9991 7030 0487 1446~~

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Ray Properties
PO Box 160937
Austin, TX 78716

2. ~~91 7199 9991 7030 0487 1439~~

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

TD Rutland
11114 Crestwater Circle
Magnolia, TX 77354

2. ~~91 7199 9991 7030 0487 1422~~

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MBJW Limited Partnership
PO Box 187
Midland, TX 79702

2. ~~Article Number~~ **91 2199 9991 7030 0487 1415**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

James A Walton Oil and Gas LP
PO Box 2514
Midland, TX 79702

2. ~~Article Number~~ **91 2199 9991 7030 0487 1408**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Judkins T Walton
PO Box 375
Midland, TX 79702

2. ~~Article Number~~ **91 2199 9991 7030 0487 1392**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Alvin F Walvoord Jr
2805 Lockheed Dr
Midland, TX 79701

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number: 91 2199 9991 7030 0487 1385

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Clara Frances Walvoord Hudspeth
3513 Diamond Head
Plano, TX 75075

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number: 91 2199 9991 7030 0487 1378

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

HRH Properties
PO Box 9432
Midland, TX 79708

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number: 91 2199 9991 7030 0487 1361

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Gayle D Fogelson
300 Crescent Ct Suite 920
Dallas, TX 75201

91 7199 9991 7030 0487 1354

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

John and Peggy Baze
HC 67-Box 260
Rattan, OK 74562

91 7199 9991 7030 0487 1347

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Mary Elizabeth Vanderhider
5214 Westridge Place
Houston, TX 77041

91 7199 9991 7030 0487 1330

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Franklin Terry Perkins Jr
314 Crossing Court
Keller, TX 76950

2. Article Number (Printed)
7199 9991 7030 0487 1323

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Gary and Carol Leonard
202 N Concho Ave
Sonora, TX 76950

2. Article Number (Printed)
7199 9991 7030 0487 1316

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Johnny Wayne Baze
HC 67-Box 1190
Rattan, OK 74562

2. Article Number (Printed)
7199 9991 7030 0487 1309

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Mark Randall Baze
 HC 67-Box 1680
 Rattan, OK 74562

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540
 91 7199 9991 7030 0487 1293
SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Robby Gene Baze
 HC 67-Box 260
 Rattan, OK 74562

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540
 91 7199 9991 7030 0487 1286
SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Russell Joe Baze
 HC 67-Box 207
 Rattan, OK 74562

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540
 91 7199 9991 7030 0487 1279

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Steven Scott Baze
 HC 67-Box 280
 Rattan, OK 74562

2. Article Number: 91 7199 9991 7030 0487 1262

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Oxy USA Inc
 5 Greenway Plaza
 Houston, TX 77046

2. Article Number: 91 7199 9991 7030 0487 1255

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

West Penn Consulting LLC
 PO Box 11373
 Midland, TX 79702

2. Article Number: 91 7199 9991 7030 0487 1248

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Carmex Inc
PO Box 2064
Midland, TX 79702

2. Article Number:

91 7199 9991 7030 0487 1231

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Charles and Deborah Wiggins
PO Box 10682
Midland, TX 79702

2. Article Number:

91 7199 9991 7030 0487 1224

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Richard M Hulett
14525 Highway 6
Eastland, TX 76448

2. Article Number:

91 7199 9991 7030 0487 1217

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sandra Hulett Melton
3618 60th Street
Lubbock, TX 79413

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Postmark)
91 2199 9991 7030 0487 1200

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Wayne C Earnheart
PO Box 1365
Aransas Pass, TX 78335

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Postmark)
91 2199 9991 7030 0487 1194

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Marsha Lynn McGahey
5400 Hopper Rd
Burlson, TX 76028

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Postmark)
91 2199 9991 7030 0487 1187

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Louise Ferguson
PO Box 626
Eastland, TX 76448

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

-
- Agent
-
-
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

-
- Certified Mail
-
- Express Mail
-
-
- Registered
-
- Return Receipt for Merchandise
-
-
- Insured Mail
-
- C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes
 2. Article Number
 (Enter from front of mailpiece)
 91 7199 9991 7030 0487 1170

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Vicki Woods Trust
P.O. Box 626
Eastland, TX 76448

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

-
- Agent
-
-
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

-
- Certified Mail
-
- Express Mail
-
-
- Registered
-
- Return Receipt for Merchandise
-
-
- Insured Mail
-
- C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes
 2. Article Number
 (Enter from front of mailpiece)
 91 7199 9991 7030 0487 1163

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Malaga Royalty LLC
PO Box 2064
Midland, TX 79702

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

-
- Agent
-
-
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

-
- Certified Mail
-
- Express Mail
-
-
- Registered
-
- Return Receipt for Merchandise
-
-
- Insured Mail
-
- C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes
 2. Article Number
 (Enter from front of mailpiece)
 91 7199 9991 7030 0487 1156

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Chevron USA Inc
 1111 Bagby
 Houston, TX 77002

2. Article Number
91 7199 9991 7030 0487 1149

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Domestic Return Receipt

102595-02-M-1540

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering Lot 7 and the NENE of sec. 31, and the E2SE and SENE of sec. 30, T. 26 S., R. 29 E., NMPM, Eddy County, New Mexico, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (e) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

Wesley M. Ingram for Don Peterson
Authorized Officer

Effective: May 1, 2011

Contract No.: Com. Agr. NM126824

RECORDER'S MEMORANDUM

Parts of the text on this document were not clearly legible for satisfactory recordation.

Eddy County Clerk

OGX RESOURCES LLC
P O BOX 2064
MIDLAND TX 79702

COMMUNITIZATION AGREEMENT

Contract No. 126824

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto",

WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 26 South, Range 29 East, N.M.P.M.
Section 31: Lot 7 and NE/4 NE/4; and
Section 30: E/2 SE/4 and SE/4 NE/4,
Eddy County, New Mexico

containing 185.60 acres, more or less, and this agreement shall include only the Bone Spring formation underlying said lands and the oil and associated casinghead gas (hereinafter referred to as "communitized substances") producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, $\frac{8}{8}$ ths, attributed to unleased Federal, State or fee land included within the Communitization Agreement area are to be placed in an interest-earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations,

and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is **May 1, 2011**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are, or can be, produced from the communitized area in paying quantities; provided that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the same extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7), inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

IN WITNESS WHERETO, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

OPERATOR:

OGX Resources LLC

3/29/11
(Date of Execution)

By: [Signature]
Richard H. Coats, Manager

LESSEES OF RECORD:

OGX Resources LLC

3/29/11
(Date of Execution)

By: [Signature]
Richard H. Coats, Manager

OGX Acreage Fund, LP
By OGX Resources LLC, its general partner

3/29/11
(Date of Execution)

By: [Signature]
Richard H. Coats, Manager

~~Chesapeake Exploration, L.L.C.~~

(Date of Execution)

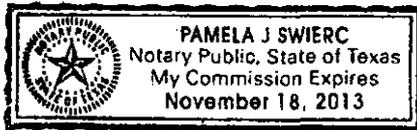
By: _____
(Printed Name and Title)

Chesapeake Exploration LLC is subject to
Compulsory Pooling Order No. R-13407, copy attached.

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

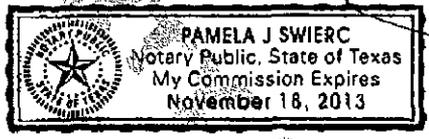
This instrument was acknowledged before me on this 29th day of March, 2011,
by **Richard H. Coats**, as Manager of **OGX Resources LLC**, a Texas limited liability company, on behalf
of said company.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 11-18-13

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 29th day of March, 2011, by Richard H. Coats, as Manager of OGX Resources LLC, a Texas limited liability company, the general partner of OGX Acreage Fund, LP, a Texas limited partnership, on behalf of said company and for the partnership.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 11-18-13

~~STATE OF _____ §
 §
COUNTY OF _____ §~~

~~This instrument was acknowledged before me on this _____ day of _____, 2011, by _____, as _____ of Chesapeake Exploration, L.L.C., a _____ limited liability company, on behalf of said company.~~

~~_____
Notary Public in and for the State of _____
My Commission Expires: _____~~

EXHIBIT "A"

To Communitization Agreement dated May 1, 2011

Plat of Communitized Area Covering
Lot 7 and the NE/4 NE/4 of Section 31; and
the E/2 SE/4 and SE/4 NE/4 of Section 30,
T-26-S, R-29-E, N.M.P.M., Eddy County, New Mexico

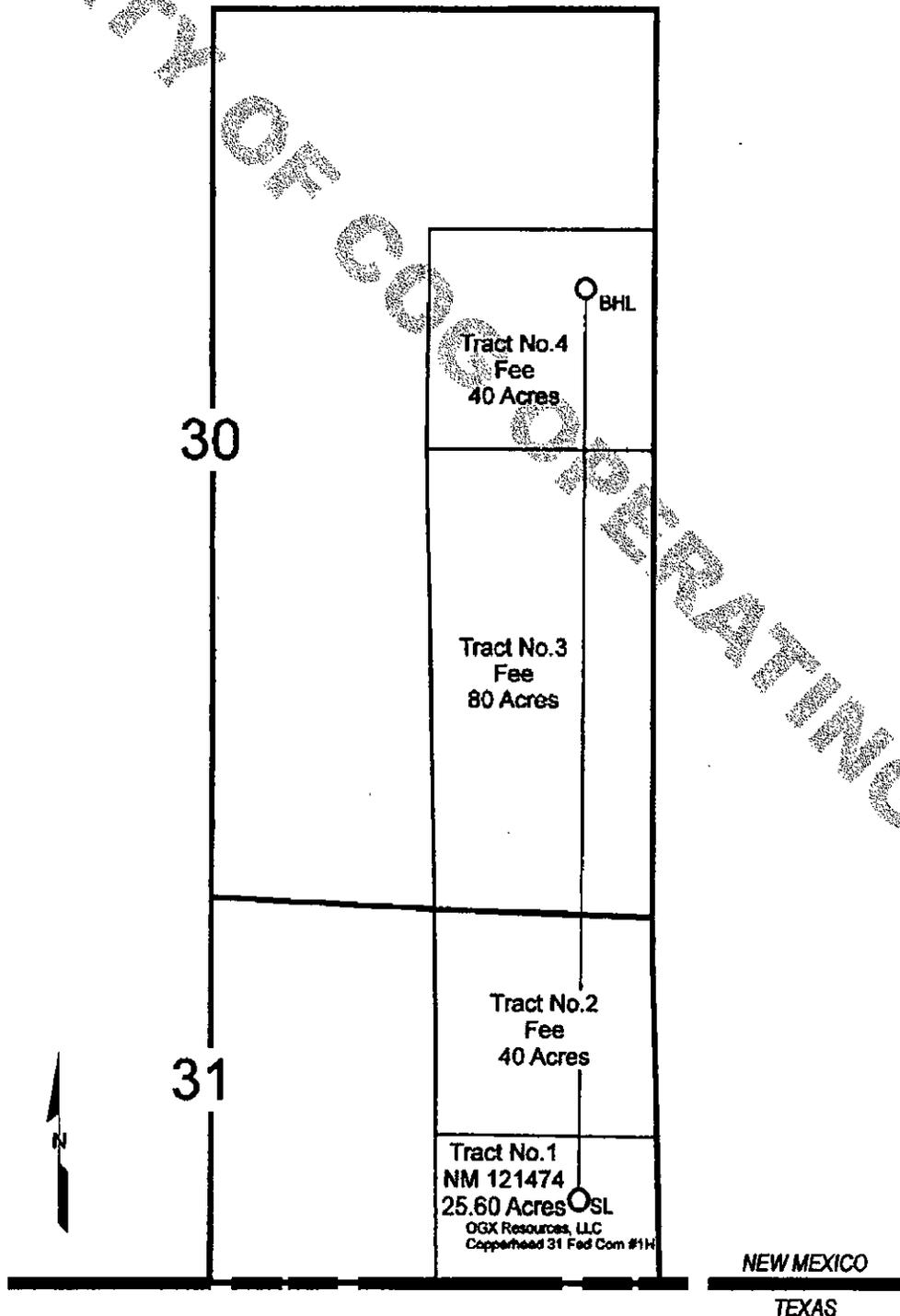


EXHIBIT "B"

To Communitization Agreement dated May 1, 2011
Embracing Lot 7 and the NE/4 NE/4 of Section 31; and
the E/2 SE/4 and SE/4 NE/4 of Section 30,
T-26-S, R-29-E, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OGX Resources LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1****Lease No. 1:**

Lessor: United States of America
Lessee: OGX Resources LLC
Date: January 1, 2009
Lease Serial No.: NMNM-121474
Recorded: Unrecorded
Description of Land Committed: Insofar and only insofar as said lease covers
Lot 7 of Section 31, T26S-R29E, Eddy County, New Mexico
Royalty Rate: 12.50%
Name & Percentage ORRI Owners: None
Name & Percentage WI Owners: OGX Resources LLC 100%

TRACT NO. 2**Lease No. 1:**

Lessor: Mary Lou Cassidy, dssp
Lessee: Veritas 321 Energy Partners, LP
Date: June 25, 2008
Recorded: Book 751, Page 292, Eddy County Records
Description of Land Committed: Insofar and only insofar as said lease covers the
NE/4 NE/4 of Section 31, T26S-R29E,
Eddy County, New Mexico
No. of Acres: 40.00 acres
Royalty Rate: 25.00% (1/4th)
Pooling Clause: Lessee is granted the right to pool the lease premises
Name & Percentage ORRI Owners: None
Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 2:

Lessor: John E. Cassidy, dssp
Lessee: Veritas 321 Energy Partners, LP
Date: June 25, 2008
Recorded: Book 751, Page 299, Eddy County Records
Description of Land Committed: Insofar and only insofar as said lease covers the
NE/4 NE/4 of Section 31, T26S-R29E,
Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 3:

Lessor: Harry Lee Harrison, Jr., dssp
 Lessee: Veritas 321 Energy Partners, LP
 Date: June 25, 2008
 Recorded: Book 751, Page 311, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 4:

Lessor: CBAT Corp, a Texas corporation
 Lessee: Veritas 321 Energy Partners, LP
 Date: June 27, 2008
 Recorded: Book 755, Page 498, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 20.00% (1/5th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 5:

Lessor: Jane Appling Sigler and husband, Jimmie B. Sigler
 Lessee: Veritas 321 Energy Partners, LP
 Date: June 27, 2008
 Recorded: Book 751, Page 302, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 20.00% (1/5th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 6:

Lessor: Shirley R. Ireland, dssp
 Lessee: Veritas 321 Energy Partners, LP
 Date: June 25, 2008
 Recorded: Book 751, Page 308, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 7:

Lessor: Dorothy H. Martyn, dssp
 Lessee: Veritas 321 Energy Partners, LP
 Date: June 25, 2008
 Recorded: Book 751, Page 305, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 8 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: Ray Properties
 Lessee: Chesapeake Exploration, L.L.C.
 Date: August 15, 2008
 Recorded: Book 755, Page 282, Eddy County Records
 Description of Land Committed: NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. 100%

Lease No. 9 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: T. D. Rutland, purporting to deal in his sole and separate Property
 Lessee: Chesapeake Exploration, L.L.C.
 Date: August 15, 2008
 Recorded: Book 755, Page 797, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico
 No. of Acres: 40.00 acres

Royalty Rate: 20.00% (1/5th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. 100%

Lease No. 10 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: MBJW Limited Partnership
 Lessee: Chesapeake Exploration, L.L.C.
 Date: August 15, 2008
 Recorded: Book 756, Page 462, Eddy County Records
 Description of Land Committed: NE/4 NE/4 of Section 31, T26S-R29E,
 Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. 100%

Lease No. 11 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: James A. Walton Oil & Gas, L.P.
 Lessee: Chesapeake Exploration, L.L.C.
 Date: August 15, 2008
 Recorded: Book 757, Page 471, Eddy County Records
 Description of Land Committed: NE/4 NE/4 of Section 31, T26S-R29E
 Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. 100%

Lease No. 12 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: Judkins T. Walton, dssp
 Lessee: Chesapeake Exploration, L.L.C.
 Date: August 15, 2008
 Recorded: Book 757, Page 477, Eddy County Records
 Description of Land Committed: NE/4 NE/4 of Section 31, T26S-R29E
 Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. 100%

Lease No. 13 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: Alvin F. Walvoord, Jr., dssp
 Lessee: Chesapeake Exploration, L.L.C.
 Date: September 8, 2008
 Recorded: Book 758, Page 203, Eddy County Records
 Description of Land Committed: NE/4 NE/4 of Section 31, T26S-R29E
 Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 20.00% (1/5th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. 100%

Lease No. 14 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: Clara Frances Walvoord Hudspeth, dssp
 Lessee: Chesapeake Exploration, L.L.C.
 Date: September 10, 2008
 Recorded: Book 760, Page 499, Eddy County Records
 Description of Land Committed: NE/4 NE/4 of Section 31, T26S-R29E
 Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 20.00% (1/5th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. 100%

Lease No. 15:

Lessor: HRH Properties, Ltd
 Lessee: OGX Acreage Fund, LP
 Date: February 8, 2011
 Recorded: Book 845, Page 605, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the
 NE/4 NE/4 of Section 31, T26S-R29E,
 Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Acreage Fund, LP 100%

Lease No. 16:

Lessor: Gayle D. Fogelson, dssp
 Lessee: OGX Acreage Fund, LP
 Date: October 20, 2010
 Recorded: Book 832, Page 790, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the
 NE/4 NE/4 of Section 31, T26S-R29E,
 Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Acreage Fund, LP 100%

TRACT NO. 3

Lease No. 1:

Lessor: John Henry Baze and wife, Peggy Jane Baze, et al
 Lessee: Veritas 321 Energy Partners, LP
 Date: June 25, 2008
 Recorded: Book 751, Page 295, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the E/2 SE/4 of Section 30, T26S-R29E, Eddy County, New Mexico
 No. of Acres: 80.00 acres
 Royalty Rate: 20.00% (1/5th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

TRACT NO. 4

Lease No. 1:

Lessor: Mary Elizabeth Vanderhider, dssp
 Lessee: OGX Resources LLC
 Date: October 9, 2008
 Recorded: Book 755, Page 1137, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the SE/4 NE/4 of Section 30, T26S-R29E, Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 2:

Lessor: Franklin Terry Perkins, Jr., dssp
 Lessee: OGX Resources LLC
 Date: October 10, 2008
 Recorded: Book 756, Page 613
 Description of Land Committed: Insofar and only insofar as said lease covers the SE/4 NE/4 of Section 30, T26S-R29E, Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 3:

Lessor: Gary C. Leonard and Carol J. Leonard, each dssp
Lessee: OGX Resources LLC
Date: October 10, 2008
Recorded: Book 756, Page 805
Description of Land Committed: Insofar and only insofar as said lease covers the SE/4 NE/4 of Section 30, T26S-R29E, Eddy County, New Mexico
No. of Acres: 40.00 acres
Royalty Rate: 25.00% (1/4th)
Pooling Clause: Lessee is granted the right to pool the lease premises
Name & Percentage ORRI Owners: None
Name & Percentage WI Owners: OGX Resources LLC 100%

RECAPITULATION

| <u>Tract No.</u> | <u>No. of Acres Committed</u> | <u>Percentage of Interest in Communitized Area</u> |
|------------------|-------------------------------|--|
| 1 | 25.60 acres | 13.7931% |
| 2 | 40.00 acres | 21.5517% |
| 3 | 80.00 acres | 43.1035% |
| 4 | <u>40.00 acres</u> | <u>21.5517%</u> |
| | 185.60 acres | 100.0000% |

EXHIBIT "C"

To Communitization Agreement dated May 1, 2011
Embracing Lot 7 and the NE/4 NE/4 of Section 31; and
the E/2 SE/4 and SE/4 NE/4 of Section 30,
T-26-S, R-29-E, N.M.P.M., Eddy County, New Mexico
OGX Resources LLC Copperhead 31 Fed Com #1H

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

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

CASE NO. 14637
ORDER NO. R-13407

APPLICATION OF OGX RESOURCES LLC FOR A NON-STANDARD OIL
SPACING AND PRORATION UNIT AND COMPULSORY POOLING, EDDY
COUNTY, NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on April 28, 2011 and on May 26,
2011 at Santa Fe, New Mexico, before Examiner David K. Brooks.

NOW, on this 9th day of June, 2011, the Division Director, having considered the
testimony, the record and the recommendations of the Examiner,

FINDS THAT:

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

(2) OGX Resources LLC ("Applicant"), seeks approval of a non-standard
185.6-acre, more or less, oil spacing and proration unit and project area ("the Unit") in
the Bone Spring formation consisting of the SE/4 NE/4 and E/2 SE/4 of Section 30, and
Lot 7 and the NE/4 NE/4 (E/2 NE/4 equivalent) of Section 31, Township 26 South,
Range 29 East, NMPM, in Eddy County, New Mexico. Applicant further seeks an order
pooling all uncommitted interests in the Unit in the Bone Spring formation.

(3) The Unit is to be dedicated to Applicant's Copperhead 31 Federal Com.
Well No. 1H ("the proposed well"), a horizontal well to be drilled from a standard surface
location 480 feet from the South line and 480 feet from the East line (Lot 7 - Unit H) of
Section 31. The well will penetrate the Bone Spring formation at a standard oil well
location approximately 680 feet from the South line and 474 feet from the East line (Lot
7 - Unit H) of Section 31 and continue horizontally in the Bone Spring to a standard

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terminus, or bottomhole location, 1650 feet from the North line and 330 feet from the East line (Unit H) of Section 30.

(4) This is a wildcat area in the Bone Spring formation. Accordingly, spacing is governed by statewide Rule 15.9.A [19.15.15.9.A NMAC], which provides for standard 40-acre units, each comprising a governmental quarter-quarter section or lot. The Unit consists of six adjacent standard spacing units.

(5) Applicant appeared at the hearing through counsel and presented geologic evidence by affidavit to the effect that:

(a) this area is suitable for development by horizontal drilling;

(b) all quarter-quarter sections or lots to be included in the Unit are expected to be productive in the Bone Spring, so that formation of the Unit as requested will not impair correlative rights.

(6) No other party appeared at the hearing, or otherwise opposed the granting of this application.

The Division concludes that:

(7) Approval of the proposed non-standard unit will enable Applicant to drill a horizontal well that will efficiently produce the reserves underlying the Unit, thereby preventing waste, and will not impair correlative rights.

(8) Two or more separately owned tracts are embraced within the Unit, and/or there are royalty interests and/or undivided interests in oil and gas minerals in one or more tracts included in the Unit that are separately owned.

(9) Applicant is an owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the proposed well to a common source of supply within the Unit at the proposed location.

(10) There are interest owners in the Unit that have not agreed to pool their interests. There are, however, no unlocated owners in the Unit, and there is no evidence of a title dispute.

(11) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit the opportunity to recover or receive without unnecessary expense its just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas within the Unit.

(12) OGX Resources LLC should be designated the operator of the proposed well and of the Unit.

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(13) Any pooled working interest owner who does not pay its share of estimated well costs should have withheld from production its share of reasonable well costs plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the well.

(14) Reasonable charges for supervision (combined fixed rates) should be fixed at \$6,000 per month while drilling and \$600 per month while producing, provided that these rates should be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "Accounting Procedure-Joint Operations."

IT IS THEREFORE ORDERED THAT:

(1) A non-standard 185.6-acre, more or less, wildcat oil spacing and proration unit (the Unit) is hereby established in the Bone Spring formation, consisting of the SE/4 NE/4 and E/2 SE/4 of Section 30, and Lot 7 and the NE/4 NE/4 (E/2 NE/4 equivalent) of Section 31, Township 26 South, Range 29 East, NMPM, in Eddy County, New Mexico.

(2) Pursuant to the application of OGX Resources LLC, all uncommitted interests, whatever they may be, in the oil and gas in the Bone Spring formation underlying the Unit, are hereby pooled.

(3) The Unit shall be dedicated to Applicant's Copperhead 31 Federal Com. Well No. 1H ("the proposed well"), a horizontal well to be drilled from a standard surface location 480 feet from the South and East lines (Lot 7 - Unit H) of Section 31. The well will penetrate the Bone Spring formation at a standard oil well location approximately 680 feet from the South line and 474 feet from the East line (Lot 7 - Unit H) of Section 31 and continue horizontally in the Bone Spring to a standard terminus, or bottomhole location, 1650 feet from the North line and 330 feet from the East line (Unit H) of Section 30.

(4) The operator of the Unit shall commence drilling the proposed well on or before June 15, 2012, and shall thereafter continue drilling the well with due diligence to test the Bone Spring formation.

(5) In the event the operator does not commence drilling the proposed well on or before June 15, 2012, Ordering Paragraphs (1) and (2) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause demonstrated by satisfactory evidence.

(6) Should the proposed well not be drilled and completed within 120 days after commencement thereof, then Ordering Paragraphs (1) and (2) shall be of no further effect, and the unit and project area created by this order shall terminate, unless operator appears before the Division Director and obtains an extension of the time for completion of the proposed well for good cause shown by satisfactory evidence. If the proposed well is not completed in all of the quarter-quarter sections or lots included in the proposed unit within 120 days after commencement of drilling, then the operator shall apply to the

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Division for an amendment to this Order to contract the Unit so that it includes only those quarter-quarter sections or lots in which the well is completed.

(7) Upon final plugging and abandonment of the proposed well and any other well drilled on the Unit pursuant to Division Rule 13.9 [19.15.13.9 NMAC], the pooled unit created by this Order shall terminate, unless this order has been amended to authorize further operations.

(8) OGX Resources LLC (OGRID 217955) is hereby designated the operator of the well and of the Unit.

(9) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of working interests in the Unit, including unleased mineral interests, who are not parties to an operating agreement governing the Unit.) After the effective date of this order, the operator shall furnish the Division and each known pooled working interest owner in the Unit an itemized schedule of estimated costs of drilling, completing and equipping the proposed well ("well costs").

(10) Within 30 days from the date the schedule of estimated well costs is furnished, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided, and any such owner who pays its share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges. Pooled working interest owners who elect not to pay their share of estimated well costs as provided in this paragraph shall thereafter be referred to as "non-consenting working interest owners."

(11) The operator shall furnish the Division and each known pooled working interest owner (including non-consenting working interest owners) an itemized schedule of actual well costs within 90 days following completion of the proposed well. If no objection to the actual well costs is received by the Division, and the Division has not objected, within 45 days following receipt of the schedule, the actual well costs shall be deemed to be the reasonable well costs. If there is an objection to actual well costs within the 45-day period, the Division will determine reasonable well costs after public notice and hearing.

(12) Within 60 days following determination of reasonable well costs, any pooled working interest owner who has paid its share of estimated costs in advance as provided above shall pay to the operator its share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator the amount, if any, that the estimated well costs it has paid exceed its share of reasonable well costs.

(13) The operator is hereby authorized to withhold the following costs and charges from production:

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PROPERTY

- (a) the proportionate share of reasonable well costs attributable to each non-consenting working interest owner; and
- (b) as a charge for the risk involved in drilling the well, 200% of the above costs.

(14) The operator shall distribute the costs and charges withheld from production, proportionately, to the parties who advanced the well costs.

(15) Reasonable charges for supervision (combined fixed rates) are hereby fixed at \$6,000 per month while drilling and \$600 per month while producing, provided that these rates shall be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "Accounting Procedure-Joint Operations." The operator is authorized to withhold from production the proportionate share of both the supervision charges and the actual expenditures required for operating the well, not in excess of what are reasonable, attributable to pooled working interest owners.

(16) Should all the parties to this compulsory pooling order reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.

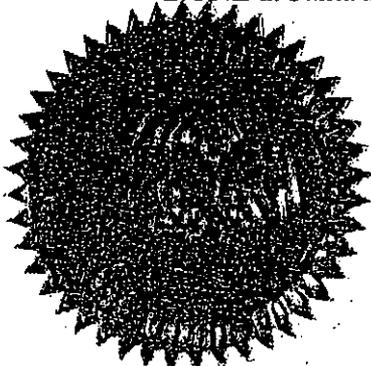
(17) The operator of the well and Unit shall notify the Division in writing of the subsequent voluntary agreement of all parties subject to the forced pooling provisions of this order.

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

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

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

JAMI BAILEY
Director



SEAL



RECEPTION NO: 1106984 STATE OF NEW MEXICO, COUNTY OF EDDY
RECORDED 07/11/2011 8:16 AM
BOOK 0859 PAGE 0478
DARLENE ROSPRIM, COUNTY CLERK

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 20th day of January, 2012, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 26 South, Range 29 East, N.M.P.M.

Section 30: W/2SE, SWNE

Section 31: Lot 6, NWNE Eddy County, New Mexico

Containing 186.27 acres, and this agreement shall include only the Avalon Shale and Bone Spring Formation underlying said lands and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be (operator name, address, city, state & zip). All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 20, 2012, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

COG Operating LLC

By: _____

Gayle L. Burleson
VP-New Mexico

Date

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

On this ___ day of _____, 2012, before me, a Notary Public for the State of Texas, personally appeared Gayle L. Burleson, known to me to be the VP-New Mexico of COG Operating LLC.

(SEAL)

My Commission Expires

Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

COG Production LP

Date

By: _____
Title: _____

COG Acreage LP

Date

By: _____
Title: _____

OXY USA Inc.

Date

By: _____
Title: _____

EXHIBIT "A"

Plat of communitized area covering 186.27 acres in Sections 30 and 31 of T26S, R29E, N.M.P.M.
Eddy County, New Mexico

Copperhead 31 Federal Com #2H

| | | | |
|--|-------------------------------|---|--|
| | BHL: 1650' FNL & 2140' FEL |  Tracts 2: Fee Leases (SW/4 NW/4 of Sec. 30) | |
| | | Tract 3: Fee Lease (E/2 SW/4 Sec. 30) | |
| | | Tracts 4: Fee Leases (NW/4 NE/4 of Sec. 31) | |
| | SHL: 480' FSL & 2140' FEL |  Tract 1: NM-121474 (Lot 6, Sec. 31) | |

NOTE: Show well location and tract numbers, show lots with acreage.

EXHIBIT "B"

To Communitization Agreement Dated January 20, 2012, embracing the following described land in Eddy County, New Mexico.

Operator of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

| | |
|--|--|
| Lease Serial Number: | NM-121474 |
| Lease Date: | January 1, 2009 |
| Lease Term: | Ten (10) years |
| Lessor: | United States of America |
| Present Lessee: | COG Production LLC |
| Description of Land Committed: | <u>Township 26 South, Range 29 East, NMPM</u> Section 31: Lot 6 |
| Number of Acres: | 26.27 |
| Royalty Rate: | 12.50% |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | OXY USA, Inc.: .500000 COG Production LLC: .500000 |

Tract No. 2

Lease Serial Number: FEE
Book 755, Page 1137

Lease Date: October 10, 2008

Lease Term: Three (3) years

Lessor: Mary Elizabeth Vanderhider

Present Lessee: COG Production LLC

Description of Land Committed: Township 26 South, Range 29 East, NMPM
Section 30: SW/4 NE/4

Number of Acres: 40.00

Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 25.00%

Name and Percent ORRI Owners: N/A

Name and Percent of Working Interest Owners: COG Production LLC: .166667
OXY USA, Inc.: .166667

Lease Serial Number: FEE
Book 756, Page 613

Lease Date: October 10, 2008

Lease Term: Three (3) years

Lessor: Franklin Terry Perkins Jr.

Present Lessee: COG Production LLC

Description of Land Committed: Township 26 South, Range 29 East, NMPM
Section 30: SW/4 NE/4

Number of Acres: 40.00

Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 25.00%

Name and Percent ORRI Owners: N/A

Name and Percent of Working Interest Owners:

| | |
|---------------------|---------|
| COG Production LLC: | .166667 |
| OXY USA, Inc.: | .166667 |

Lease Serial Number: FEE
Book 756, Page 805

Lease Date: October 10, 2008

Lease Term: Three (3) years

Lessor: Carol J. Leonard, and husband, Gary C. Leonard

Present Lessee: COG Production LLC

Description of Land Committed: Township 26 South, Range 29 East, NMPM
Section 30: SW/4 NE/4

Number of Acres: 40.00

Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 25.00%

Name and Percent ORRI Owners: N/A

Name and Percent of Working Interest Owners: COG Production LLC: .166667
OXY USA, Inc.: .166667

Tract No. 3

| | |
|---|---|
| Lease Serial Number: | FEE Book 751, Page 295 |
| Lease Date: | June 25, 2008 |
| Lease Term: | Three (3) years |
| Lessor: | John Henry Baze, and wife, Peggy Jane Baze, et al |
| Present Lessee: | COG Production LLC |
| Description of Land Committed: | <u>Township 26 South, Range 29 East, NMPM</u> Section 30: W/2 SE/4 |
| Number of Acres: | 80.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 20.00% |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | COG Production LLC: .500000 OXY USA, Inc.: .500000 |

Tract No. 4

Lease Serial Number: FEE
Book 757, Page 738

Lease Date: October 10, 2008

Lease Term: Three (3) years

Lessor: Carmex, Inc., a New Mexico Corporation

Present Lessee: COG Production LLC

Description of Land Committed: Township 26 South, Range 29 East, NMPM
Section 31: NW/4 NE/4

Number of Acres: 40.00

Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 25.00%

Name and Percent ORRI Owners: N/A

Name and Percent of Working Interest Owners:

| | |
|---------------------|---------|
| COG Production LLC: | .055556 |
| OXY USA, Inc.: | .055556 |

| | |
|--|---|
| Lease Serial Number: | FEE Book 818, Page 993 |
| Lease Date: | June 21, 2010 |
| Lease Term: | Three (3) years |
| Lessor: | Richard M. Hulett |
| Present Lessee: | COG Acreage LP |
| Description of Land Committed: | <u>Township 26 South, Range 29 East, NMPM</u> Section 31: NW/4 NE/4 |
| Number of Acres: | 40.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 20.00% |
| Name and Percent ORRI Owners: | OGX Royalty Fund, LP: .0062500 |
| Name and Percent of Working Interest Owners: | COG Acreage LP: .0049032 COG Production LLC: .0575967 OXY USA, Inc.: .0625000 |

| | |
|--|---|
| Lease Serial Number: | FEE Book 818, Page 996 |
| Lease Date: | June 21, 2010 |
| Lease Term: | Three (3) years |
| Lessor: | Sandra Hulett Melton |
| Present Lessee: | COG Acreage LP |
| Description of Land Committed: | <u>Township 26 South, Range 29 East, NMPM</u> Section 31: NW/4 NE/4 |
| Number of Acres: | 40.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 20.00% |
| Name and Percent ORRI Owners: | OGX Royalty Fund, LP: .0062500 |
| Name and Percent of Working Interest Owners: | COG Acreage LP: .0049032 COG Production LLC: .0575967 OXY USA, Inc.: .0625000 |

Lease Serial Number: FEE
Book 822, Page 91

Lease Date: June 16, 2010

Lease Term: Five (5) years

Lessor: Wayne C. Earnheart, dealing in his ssp

Present Lessee: COG Acreage LP

Description of Land Committed: Township 26 South, Range 29 East, NMPM
Section 31: NW/4 NE/4

Number of Acres: 40.00 acres

Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 20.00%

Name and Percent ORRI Owners: OGX Royalty Fund, LP: .0166667

Name and Percent of Working Interest Owners: COG Acreage LP: .0130753
COG Production LLC: .1535913
OXY USA, Inc.: .1666667

Lease Serial Number: FEE
Book 863, Page 858

Lease Date: April 4, 2011

Lease Term: Three (3) years

Lessor: Marsha Lynn McGahey

Present Lessee: Chesapeake Exploration, LLC

Description of Land Committed: Township 26 South, Range 29 East, NMPM
Section 31: NW/4 NE/4

Number of Acres: 40.00 acres

Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: Memorandum

Name and Percent ORRI Owners: N/A

Name and Percent of Working Interest Owners: Chesapeake Exploration, LLC: .05556

Lease Serial Number: FEE
Book 863, Page 864

Lease Date: August 21, 2011

Lease Term: Three (3) years

Lessor: Louise Ferguson, aka Mary Louise Ferguson

Present Lessee: Chesapeake Exploration, LLC

Description of Land Committed: Township 26 South, Range 29 East, NMPM
Section 31: NW/4 NE/4

Number of Acres: 40.00 acres

Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: Memorandum

Name and Percent ORRI Owners: N/A

Name and Percent of Working Interest Owners: Chesapeake Exploration, LLC: .12500

Lease Serial Number: FEE
Book 863, Page 866

Lease Date: February 25, 2011

Lease Term: Three (3) years

Lessor: Vicki Woods Trust, by Mary Louise
Ferguson, Trustee and Mary Louise
Ferguson, ssp

Present Lessee: Chesapeake Exploration, LLC

Description of Land Committed: Township 26 South, Range 29 East, NMPM
Section 31: NW/4 NE/4

Number of Acres: 40.00 acres

Pooling Clause: Lease contains a provision authorizing
pooling in accordance with the acreage
requirement of the agreement.

Royalty Rate: Memorandum

Name and Percent ORRI Owners: N/A

Name and Percent of
Working Interest Owners: Chesapeake Exploration, LLC: .12500

RECAPITULATION

| <u>Tract No.</u> | <u>No. of Acres Committed</u> | <u>Percentage of Interest in Communitized Area</u> |
|------------------|-------------------------------|--|
| 1 | 26.27 | 14.103% |
| 2 | 40.00 | 21.474% |
| 3 | 80.00 | 42.948% |
| 4 | 40.00 | 21.474% |
| Total | 186.27 | 100.000% (4 places or less) |