

## **Jones, William V, EMNRD**

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**From:** Denise Davis <ddavis@cordesco.com>  
**Sent:** Thursday, July 5, 2018 4:35 PM  
**To:** Goetze, Phillip, EMNRD  
**Cc:** Rod Seale; Caroline C. Fuller; Herrmann, Keith, EMNRD; Davidson, Florene, EMNRD; Jones, William V, EMNRD; Dawson, Scott, EMNRD; McMillan, Michael, EMNRD; Ed Cordes  
**Subject:** RE: OCD Case 16206 - DJ Simmons  
**Attachments:** Exhibit 2 to Trustee's Pre-Hearing Statement - OCD Case 16206 (01942870xA6534).pdf; Exhibit 1 to Trustee's Pre-Hearing Statement - OCD Case 16206 (01942852xA6534).pdf; Exhibit 3 to Trustee's Pre-Hearing Statement - OCD Case 16206 (01942848xA6534).pdf; Pre Hearing Statement Cordes.pdf

Examiner Goetze:

Attached please find my position statement, in my capacity as the Chapter 11 Trustee for D.J. Simmons, Inc., which is a debtor in a bankruptcy proceeding pending in the Bankruptcy Court in Colorado, in the above-referenced proceeding.

As you will see from the position statement, I am about to finalize a sales contract for all of the D.J. Simmons, Inc. assets in New Mexico, including the wells which are the subject of the current compliance proceeding. Consummation of this transaction would moot this proceeding. The only open issues with the purchaser relate to confirming the final wells to be listed in the conveyance documents, and the operating (non-lease) contracts to be assigned to the purchaser. We had hoped to have those lists finalized by today, but unfortunately, the holidays have interfered. We've been advised by the purchaser that they expect to have final lists together, and the contract signed, by Monday, July 9.

As a result, we request a continuance of the hearing currently set on the July 12 docket for two months, to September 13, 2018, so we may finalize the sale contract, secure Bankruptcy Court approval of it, and close on this transaction – which is beneficial to all interested parties.

Best regards,

Edward B. Cordes

**Please note our new suite #. We're now in Suite 600.**

Denise L. Davis

*Executive Assistant*

**CORDES**  
CORDES&COMPANY

5299 DTC Blvd., Suite 600

Greenwood Village, CO 80111

D: 303.796.1100 | C: 720.810.7756

[ddavis@cordesco.com](mailto:ddavis@cordesco.com)

COLORADO | MINNESOTA | CALIFORNIA

OCD Case 16206  
Application of the OCD Compliance and Enforcement Bureau for a Compliance  
Order against D.J. Simmons, Inc.

**Pre-Hearing Statement of Edward B. Cordes,**  
**Chapter 11 Trustee of D.J. Simmons, Inc.**

**EXHIBIT 2**  
**Draft Hilcorp Purchase and Sale Agreement**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 (the "Effective Date"), by and between **HILCORP SAN JUAN, L.P.**, a Delaware limited partnership ("Buyer") and **D.J. SIMMONS COMPANY LIMITED PARTNERSHIP**, a Delaware limited partnership, and **D.J. SIMMONS, INC.**, a Delaware corporation (each such entity, a "Seller" and collectively, the "Sellers"). Buyer and Sellers may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Sellers are the Lessees under certain Leases (defined below) and Sellers own certain wells, production equipment, engineering data, geological and geophysical data, leaseholds, mineral interests, contracts and other rights, permits or privileges relating to ownership of the above described property in connection with its interest in the Leases;

WHEREAS, Buyer desires to purchase all of Sellers' interest in the Leases and the Assets (defined below) together with an Assignment (defined below) of the Leases;

WHEREAS, Sellers are debtors under title 11 of the United States Code, 11. U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), each of which filed a voluntary bankruptcy petition under chapter 11 of the Bankruptcy Code on March 1, 2016 (the "Petition Date"), in the United States Bankruptcy Court for the District of Colorado (the "Bankruptcy Court"), jointly administered under Bankruptcy Case No. 16-11763-JGR (the "Bankruptcy Case"); and

WHEREAS Edward B. Cordes (the "Trustee") is the duly-appointed Chapter 11 Trustee for the Sellers, and the Trustee's ability to consummate the transactions set forth in this Agreement on behalf of the Sellers is subject to, among other things, the entry of the Sale Order (defined below) by the Bankruptcy Court.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Assets: The term "Assets" refers to all of Sellers' right, title and interest in:

(a) the oil and gas leases described on Exhibit A hereto, including any and all amendments, supplement, renewals, extensions and/or ratifications thereof (collectively, the "Leases"), together with each and every kind and character of right, title, claim and interest that Sellers have in and to the lands covered by the Leases or any lands pooled, unitized, or communitized therewith (the "Lands");

(b) the oil, gas, casinghead gas, coalbed methane, and other gaseous (combustible or non-combustible) and liquid hydrocarbons and all other lease substances, subject to or covered by the Leases that may be produced from Sellers' interest in the Leases and the Lands;

(c) all wells and production equipment owned by Sellers' and used in connection with the Leases, including the wells listed on Exhibit B to this Agreement;

(d) The pooling, unitization and communitization agreement, declarations and orders and the units created, if any, relating to the Leases and the Lands and the production of hydrocarbons from the Leases and the Lands;

(e) the permits, rights-of-way, easements, and other rights to use the surface in each case used or held for use in connection with the exploration, development, production, gathering, treatment, handling, processing, storing, transporting, sale, or disposal of Hydrocarbons or water produced from the properties and interests described in this Section 1;

(f) the sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, farmout agreements, service agreements, and other contracts, agreements and instruments described on Exhibit C to this Agreement, only insofar as such contracts and agreements pertain to the ownership and operation of the properties and interests described in this Section 1 (collectively, the "Contracts");

(g) all engineering, geological and geophysical data related to the Leases in Sellers' possession; and

(h) all of Sellers' files and records relating to the Leases and Lands.

2. Purchase and Sale. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Sellers, and Sellers agree to sell, assign, convey and transfer to Buyer, all of Sellers' right, title and interest in the Assets, free and clear of all liens, claims and encumbrances, except as specifically provided for herein.

3. Purchase Price. In consideration for the sale and assignment of the Assets, at Closing (defined below) Buyer agrees to pay Sellers, Two Million Eight Hundred Thousand and no/100 Dollars (\$2,800,000.00) in cash. All cure and reinstatement costs or expenses required to be paid under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the Leases and Contracts assigned to Buyer under this Agreement shall be the liability of and be paid by Sellers in cash from the Purchase Price proceeds at Closing.

4. Earnest Money Deposit. Within five (5) days of the Effective Date, Buyer agrees to deposit Two Hundred Eighty Thousand and no/100 Dollars (\$280,000.00) as an Earnest Money Deposit ("Deposit") to be held by Sellers as consideration for this Agreement. The Deposit shall be fully refundable to Buyer as provided for herein and if not so refunded shall be released to Sellers at Closing as part of the Purchase Price.

5. Costs and Revenues Pending Closing. From the Effective Date through the last day of the month prior to Closing (the "Reconciliation Date"), Sellers shall remain liable for all costs and entitled to all revenue attributable to the Assets. All costs and revenues accruing after the Reconciliation Date and attributable to the Assets shall be Buyer's. All costs and revenues shall be determined on an accrual basis.

6. Sellers' Representation and Warranties. Sellers represent and warrant to Buyer that as of the date of this Agreement and as of the Closing:

(a) The Trustee is the duly-appointed Chapter 11 Trustee of D.J. Simmons Company Limited Partnership, a limited partnership duly organized and validly existing under the laws of the State of Delaware, and of D.J. Simmons, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware;

(b) The Trustee is authorized under the Bankruptcy Code to carry on the Sellers' business in the ordinary course. Subject to the Sale Order (defined below) and such other authorization as required by the Bankruptcy Court, the execution and delivery of this Agreement does not, and fulfillment of and compliance with the terms and conditions hereof will not, as of Closing, violate, or be in conflict with, any material provision of Sellers' governing documents, any material agreements or instrument to which either Seller is a party or which Sellers or any Asset may be bound, or by any material laws applicable to Sellers or any Asset;

(c) Upon entry of the Sale Order and such other authorizations as required by the Bankruptcy Court, this Agreement constitutes Sellers' legal, valid and binding obligation, enforceable by its terms;

(d) Sellers have not incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to this Agreement or the transaction contemplated hereby;

(e) Except for the Bankruptcy Case, there is no action, suit or other proceeding pending or threatened (i) that would prevent or impair Sellers' ability to proceed with the transaction contemplated by this Agreement or (ii) that otherwise relates to the Assets;

(f) Sellers have not assigned, granted, or otherwise transferred to any person or entity, affiliated or non-affiliated, any right, title or interest in the Assets. At Closing, Sellers shall not reserve any right, title or interest in the Assets;

(g) The Sale Order shall provide for the sale of the Assets to Buyer free and clear of all liens and encumbrances of any kind or nature, except as expressly provided in this Agreement;

(h) Sellers have complied with all notice provisions of the Bankruptcy Code;

(i) To the best of Sellers' knowledge, the Assets are property of the bankruptcy estates of D.J. Simmons Company Limited Partnership and D.J. Simmons, Inc., and title thereto is vested in their respective estates; and

(k) Except as previously disclosed to Buyer, to the best of Sellers' knowledge, there are no amounts due and owing under the Contracts and the Leases which would necessitate payment of a cure amount pursuant to section 365(b) of the Bankruptcy Code.

Except for the representations and warranties of Sellers set forth above, Sellers make no representation or warranty of any kind with regard to the Assets, including but not limited to any restrictions, requirements, costs, constraints or rights associated with the Leases or any particular Asset. It is the express understanding of the Parties that Buyer is a sophisticated operator and owner of mineral interests and Buyer shall solely rely on its expertise and its findings during its due diligence to determine the suitability of the Assets for its purposes. The provisions of this Section shall survive Closing and delivery of the Assets to the Buyer in the manner provided for herein.

7. Buyer's Representation and Warranties. Buyer represents and warrants to Sellers that as of the date of this Agreement and as of the Closing:

(a) Buyer is a limited partnership duly organized and validly existing under the laws of the State of Delaware and is qualified to carry on its business in each state in which the Leases or any of the Lands are located;

- (b) Buyer has adequate funds in place to consummate the Closing; and
- (c) Buyer is able to close this transaction without needing any further approval from any party other than an authorizing resolution.

8. Covenants by Sellers.

(a) From the Effective Date through Closing, Sellers shall afford to Buyer and its authorized representatives access to (i) the Lands and other Assets and (ii) all files, records and data in Sellers' possession, in each case, on twenty-four hour prior notice to Sellers, to the extent necessary to conduct due diligence as to the transactions contemplated by this Agreement. Buyer shall indemnify Sellers for any damages caused to the Lands or the Assets as a result of Buyer's access or inspections, excepting any damages resulting from the gross negligence or willful misconduct of Sellers or any of their authorized representatives, employees or contractors.

(b) Sellers covenant that, from the Effective Date through the Closing, they will not (i) assign, grant, convey or otherwise transfer any interest whatsoever in the Assets; (ii) encumber in any manner whatsoever the Assets or otherwise grant any security interest in the Assets; or (iii) allow any lien or encumbrance to attach to the Assets.

(c) Following the Effective Date, Sellers shall thereafter diligently pursue the entry of the Sale Order and such other ancillary orders as may be required, and the Buyer agrees that it shall promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. In the event that the entry of the Sale Order is appealed or a stay pending appeal is sought, Sellers shall diligently oppose the appeal or stay pending appeal and seek the dismissal of any appeal (including any petition for certiorari, motion for rehearing, reargument, reconsideration or revocation). Notwithstanding the foregoing, any resulting amendments, supplements or other modifications to this Agreement or resulting changes to the Sale Order shall be subject to Buyer's approval, acting in its sole discretion. Sellers will provide Buyer with drafts of any and all pleading and proposed orders to be filed or submitted in connection with this Agreement and the transactions contemplated hereby sufficiently in advance of the proposed filing date so as to permit Buyer sufficient time to review and comment on such drafts, and such pleadings and proposed orders shall be in form and substance reasonably acceptable to Buyer. Sellers will give Buyer reasonable advance written notice of any hearings regarding the motions required to obtain issuance of the order, and Buyer will have the right to attend and seek to be heard any such hearings.

(d) For purposes of this Agreement, "Sale Order" means an order entered by the Bankruptcy Court approving this Agreement, in form and substance acceptable to Buyer in its sole, but reasonable, discretion, substantially in the form attached hereto as Exhibit H:

- (i) after notice to all parties entitled to notice of the motion in the Bankruptcy Case, and no objections were received or, if objections were received, each was resolved or overruled; and
- (ii) that is not subject to a stay pending appeal.

(e) Sellers covenant that, in the event it is determined that there is an amount which is due and owing under any of the Contracts or Leases attributable to periods on or prior to the Closing Date which necessitates payment of a cure amount pursuant to section 365(b) of the Bankruptcy Code, Sellers will make payment of such cure amount to the counterparty to the respective Contract or Lease.

9. Conditions of Closing.

(a) Buyer shall have no obligation to proceed with the Closing unless the Bankruptcy Court shall have entered the Sale Order and such Sale Order shall be in full force and effect and not stayed and shall not have been reversed or modified since the date of its entry, the time provided by applicable law to appeal or request modification or reconsideration of the such order shall have passed and either (i) no appeals or requests for modifications or reconsideration shall have been filed prior to such time or (ii) in the event any appeal or request has been filed with respect to entry of the Sale Order, the Buyer shall have determined in good faith that the pendency of such appeal or request, if ultimately successful, could not reasonably be expected to materially detract from the value of the Assets or materially increase the liabilities assumed by the Buyer.

(b) Buyer shall have no obligation to proceed with the Closing if (i) any of Sellers' representations and warranties set forth in Section 6 of this Agreement are not true and correct as of the Closing or (ii) Sellers have not fulfilled their covenants set forth in Section 8 of this Agreement.

(c) If the conditions set forth in this Section 9 are not met within ninety (90) days after execution of this Agreement, either Buyer or Sellers may terminate this Agreement. Should this Agreement be terminated pursuant to this Section 9, each Party's respective rights and obligations under this Agreement shall no longer be of any force or effect and the Deposit shall be returned to Buyer.

10. Closing.

(a) Unless this Agreement is terminated pursuant to Section 9(c) above, the Closing contemplated by this Agreement (the "Closing") shall be held at the Trustee's Denver offices at 9:00 a.m. (Mountain Time) no later than the tenth business day following the satisfaction of the conditions set forth in Paragraph 9 of this Agreement or at such other time and date as mutually agreed upon by the Parties.

(b) At Closing, the following events shall occur, each being a condition precedent to the others and each being deemed to have occurred simultaneously with the others:

(i) Each Party shall execute, acknowledge and deliver to the other Parties the assignment and assumption of the Leases in the form of the attached Exhibit D (the "Lease Assignment");

(ii) Each Party shall execute, acknowledge and deliver to the other Parties the assignment and assumption of the agreements identified in Section 1 hereof in the form of the attached Exhibit E (the "Contracts Assignment");

(iii) Sellers shall execute, acknowledge and deliver a Bill of Sale for the Assets other than the Leases in the form of the attached Exhibit F (the "Bill of Sale");

(iv) Each Party shall execute, acknowledge and deliver such other conveyances, assignments, transfers and other instruments or forms as required by the applicable



Governmental authority or agreements as may be necessary to transfer the Assets from Sellers to Buyer;

(v) Sellers shall execute and deliver a certificate of their non-foreign status in the form of the attached Exhibit G;

(vi) Buyer shall pay by wire transfer of immediately available funds to an account identified by Sellers the cash Purchase Price, less the Deposit; and

(vii) Sellers shall deliver to Buyer the files and records described in Section 1 of this Agreement.

11. Post-Closing Matters.

(a) Buyer, at its sole expense, shall file of record the Lease Assignment and the Contracts Assignment in the appropriate county(ies). Buyer shall also file at its sole expense with the appropriate governmental authority(ies) those forms executed, and acknowledged pursuant to Section 11(b) of this Agreement.

(b) After Closing, Sellers and Buyer shall execute and deliver such other instruments and documents and take such other action as may be necessary to evidence and effectuate the transaction contemplated by this Agreement.

12. Breach of Purchase and Sale Agreement/Remedies.

(a) Breach by Sellers In the event Sellers fail to close for any reason other than a breach by Buyer of the representations and warranties set forth in Section 7 of this Agreement or due to a failure of Buyer to meet the conditions of closing set forth in Section 9 of this Agreement, Buyer may, as its sole remedy, treat this Agreement as terminated and have the Deposit returned at which point this Agreement shall have no further force and effect.

(b) Breach by Buyer In the event Buyer fails to close for any reason other than a breach by Sellers of the representations and warranties set forth in Section 6 of this Agreement or due to a failure of Sellers to meet the conditions of closing set forth in Section 9 of this Agreement, Sellers may, as their sole remedy, treat this Agreement as terminated and retain the Deposit as liquidated damages, at which point this Agreement shall have no further force and effect.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and where applicable, the Bankruptcy Code.

(b) The Bankruptcy Court shall have exclusive jurisdiction to resolve any dispute over the meaning, intent, or enforcement of this Agreement.

(c) All action and communication required pursuant to this Agreement shall be delivered by first class mail or electronic mail:

To Sellers:

Edward B. Cordes, Chapter 11 Trustee  
5299 DTC Blvd., Suite 600  
Greenwood Village, CO 80111  
[ed@cordesco.com](mailto:ed@cordesco.com)

With a copy to:

D.J. Simmons Company  
Attn: Rodney L Seale  
President/Engineer  
P.O. Box 1469  
Farmington, New Mexico 87499  
[rseale@djsimmons.com](mailto:rseale@djsimmons.com)

and to

Caroline C. Fuller  
Fairfield and Woods, P.C.  
1801 California Street, Suite 2600  
Denver, CO 80202  
[cfuller@fwlaw.com](mailto:cfuller@fwlaw.com)

To Buyer:

Hilcorp San Juan, L.P.  
Attn: Gregory M. Hoffman  
1111 Travis Street  
Houston, TX 77002  
[ghoffman@hilcorp.com](mailto:ghoffman@hilcorp.com)

(d) The Exhibits attached to this Agreement are incorporated into and made part of this Agreement.

(e) Each Party shall be solely responsible for all costs and expenses incurred by it in connection with this Agreement and the transaction completed hereunder (including attorneys' fees and costs associated with the Bankruptcy Case).

(f) This Agreement constitutes the entire agreement reached by the Parties with respect to the subject matter hereof, superseding all prior negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

(g) Buyer and Sellers acknowledge that they have been represented by counsel throughout negotiation of this Agreement, with respect to drafting and negotiating this Agreement and all matters covered by and relating to it.

(h) This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(i) The Buyer may assign or transfer its contractual rights hereunder to one of its affiliates with the consent of Sellers, which consent shall not be unreasonably withheld.

(j) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first written above.

**SELLERS**

D.J. Simmons Company Limited Partnership

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

D.J. Simmons, Inc.

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

**BUYER**

Hilcorp San Juan, L.P.

By: Hilcorp Energy Company, its general partner

By: \_\_\_\_\_  
Gregory M. Hoffman,  
Vice President Business Development

**EXHIBIT A TO PURCHASE AND SALE AGREEMENT**

**DESCRIPTION OF LEASES**





CO	Lease #	Lessor	Lessee	Date	Prospect	State	County	Book	Page	Instrument	Section	Township	Range	Grid Description
01	ECCH64	ECCLES PETER W.	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	03237	9	29N	13W	PORTION E/2 NE/4 SW/4
01	EMPE79	EMERY PETER ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	616	02306	9	29N	13W	PORTION SE/4 SW/4
01	FAMU72	FARMINGTON MUNICIPAL SCHOOLS	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SE/4 SW/4
01	FARE80	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00447	9	29N	13W	PART W/2
01	GACA04	GARRETT CAMERON ET UX	MERRION OIL & GAS CORPORATION	11/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	446	00446	9	29N	13W	PART NW/4
01	GARI05	GARRETT RITA	MERRION OIL & GAS CORPORATION	11/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00447	9	29N	13W	PORTION SE/4 NW/4
01	GIBA34	GILLIE BARBARA N.	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	422	13511	9	29N	13W	PORTION SE/4 NW/4
01	GUJ027	GUILLE JOHN C ET AL	MERRION OIL & GAS CORPORATION	09/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	395	14558	9	29N	13W	PORTION SE/4 NW/4
01	HAM230	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	09/30/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	873	16047	9	29N	13W	PORTION SE/4 NW/4
01	HAM421	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	400	14563	9	29N	13W	PORTION SE/4 NW/4
01	HEJE13	HERRERA JERI	MERRION OIL & GAS CORPORATION	09/14/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	1001	12486	9	29N	13W	PORTION SW/4 SW/4
01	HOF457	HOOPER FRANK M ET UX	MERRION OIL & GAS CORPORATION	09/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	876	15039	9	29N	13W	PORTION SW/4 SW/4
01	HOSW11	HOWELL SHARON	MERRION OIL & GAS CORPORATION	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	517	14035	9	29N	13W	PORTION SW/4 SW/4
01	HRS651	HRISTOPOULOS GEORGE REV TRUST	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	635	02325	9	29N	13W	PORTION SW/4 SW/4
01	HUF859	HUGHINGS FREDRIEL ET UX	MERRION OIL & GAS CORPORATION	10/15/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	122	16399	9	29N	13W	PORTION SW/4 SW/4
01	IMR444	IMEL RICKY	MERRION OIL & GAS CORPORATION	10/30/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	1667	17390	9	29N	13W	PORTION NE/4 SW/4
01	JAAA29	JAMES AARON P.	RICHARDSON PRODUCTION COMPANY	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	397	14560	9	29N	13W	PORTION NE/4 SW/4
01	JAAK38	JAMES A KENT ET UX	MERRION OIL & GAS CORPORATION	10/07/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	29N	13W	PORTION SE/4 NW/4
01	JABG25	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	395	14559	9	29N	13W	PORTION SE/4 NW/4
01	JAC441	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	395	14559	9	29N	13W	PORTION SE/4 NW/4
01	JAG370	JAMES GEORGE A ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	398	14562	9	29N	13W	PORTION SE/4 NW/4
01	JAG330	JAMES GREGORY MARK ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	398	14561	9	29N	13W	PORTION SE/4 NW/4
01	JAM228	JAMES MEG	MERRION OIL & GAS CORPORATION	08/19/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1514	610	11071	9	29N	13W	PT SE/4 SW/4
01	JARU12	JAMES RUBI	MERRION OIL & GAS CORPORATION	08/23/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	29N	13W	PORTION SW/4 SW/4
01	JOAN66	JOHNSON ANITA J.	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	811	13900	9	29N	13W	PORTION SW/4 SW/4
01	KAA851	KABBARA ARIE	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	29N	13W	PORTION SW/4 SW/4
01	KAR658	KAIME REVOCABLE TRUST	RICHARDSON PRODUCTION COMPANY	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	02334	9	29N	13W	PORTION SW/4 SW/4
01	KEAR70	KENNEDY ARLINGTON B	MERRION OIL & GAS CORPORATION	07/23/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1515	250	11735	9	29N	13W	PORTION SW/4 SW/4
01	LOB006	LOCK BILL ET UX	MERRION OIL & GAS CORPORATION	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16002	9	29N	13W	PART SE/4 NW/4
01	LOC077	LOCARNA DENICK R	MERRION OIL & GAS CORPORATION	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16002	9	29N	13W	PORTION SE/4 NW/4
01	MCDE13	MCCLATHY THOMAS ET UX	MERRION OIL & GAS CORPORATION	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16002	9	29N	13W	PORTION SE/4 NW/4
01	MEIO38	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	11/17/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1485	521	14039	9	29N	13W	PORTION SE/4 NW/4
01	NEAL33	NELSON ALAN P ET UX	RICHARDSON PRODUCTION COMPANY	09/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	663	02353	9	29N	13W	PORTION SE/4 NW/4
01	NEAL36	NELSON KENNETH ET UX	MERRION OIL & GAS CORPORATION	09/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	874	15041	9	29N	13W	PORTION SE/4 NW/4
01	PAPA20	PACHECO PAUL C ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	124	16301	9	29N	13W	PORTION SE/4 NW/4
01	PEB025	PERRY BOUCE ET UX	MERRION OIL & GAS CORPORATION	10/16/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	238	18522	9	29N	13W	PORTION SW/4 SW/4
01	PRM147	PRESBYTERIAN MEDICAL SERVICES	MERRION OIL & GAS CORPORATION	02/10/2009	GLADE PARK	NEW MEXICO	SAN JUAN	1486	238	18522	9	29N	13W	PORTION SW/4 SW/4
01	ROM684	ROSE MICHAEL L ET UX	MERRION OIL & GAS CORPORATION	12/02/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	123	16300	9	29N	13W	PORTION NE/4 SW/4
01	SALU45	SAN JUAN COUNTY	RICHARDSON PRODUCTION COMPANY	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	679	02369	9	29N	13W	PORTION SW/4 SW/4
01	SCDE71	SCHULTE DEANNA K	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	696	02376	9	29N	13W	PORTION SW/4 SW/4
01	SNR76	SNOW IRA EUGENE ET UX	MERRION OIL & GAS CORPORATION	07/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	696	02376	9	29N	13W	PORTION SE/4 NW/4
01	SOD032	SODERBERG DONALD ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	29N	13W	PORTION NE/4 SW/4
01	SRN946	SRI S CRAW TRUST	MERRION OIL & GAS CORPORATION	11/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	549	17172	9	29N	13W	PORTION NW/4 SW/4
01	STNA42	THE STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	684	12169	9	29N	13W	PT SW/4 SW/4
01	THMA10	TORRES MARTIN	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	691	11894	9	29N	13W	PORTION SE/4 SW/4
01	TOAL74	TORRES ALICE	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	691	11894	9	29N	13W	PORTION SE/4 SW/4
01	TOKE49	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1516	221	12718	9	29N	13W	PORTION SW/4 SW/4
01	USAG03	US AGRANLFCB	RICHARDSON PRODUCTION COMPANY	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	PORTION SW/4 SW/4
01	VALA54	VALDEZ JAMES	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION NE/4 SW/4
01	WACAE2	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	15039	9	29N	13W	PORTION E/2 NE/4 SW/4
01	WAF423	WARREN CHRISTOPHER W.	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	700	02390	9	29N	13W	PORTION SE/4 NW/4
01	WAF448	WALTERS FAMILY REVOCABLE TR	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	699	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAJA73	WALKER JAMES MICHAEL ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	696	02385	9	29N	13W	PORTION SE/4 SW/4
01	WAM131	WALKER MICHAEL D ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	696	02386	9	29N	13W	PORTION SE/4 NW/4
01	WEST15	WESTMANMONETTE LIVING TR	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	701	02391	9	29N	13W	PORTION SW/4 SW/4
01	WEST78	WESTMANMONETTE LIVING TR	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	702	02392	9	29N	13W	PORTION SW/4 SW/4
01	WIDET9	WILSON DELORES A TRUST	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	705	02395	9	29N	13W	PORTION SW/4 SW/4
01	WIHA09	WILSON HADDON & KATHLEEN TR	MERRION OIL & GAS CORPORATION	09/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1516	222	12719	9	29N	13W	PART NW/4 SE/4
01	YAJU18	ABBOTT PAUL L ET UX	RICHARDSON PRODUCTION COMPANY	09/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	707	02397	9	29N	13W	PORTION SE/4 NW/4
01	ZURO40	ZUBROD RODNEY ET UX	MERRION OIL & GAS CORPORATION	08/12/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	420	135009	9	29N	13W	PORTION SE/4 NW/4
01	MEIO81	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	10/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	521	14039	18	29N	13W	PORTION SE/4 NW/4

**EXHIBIT B TO PURCHASE AND SALE AGREEMENT**

**DESCRIPTION OF WELLS**



[To Be Supplied]

**EXHIBIT C TO PURCHASE AND SALE AGREEMENT**

**DESCRIPTION OF CONTRACTS**

[To Be Supplied]

**EXHIBIT D TO PURCHASE AND SALE AGREEMENT**

**FORM OF LEASE ASSIGNMENT**

## **ASSIGNMENT OF OIL & GAS LEASES**

This Assignment of Oil & Gas Leases (this "Assignment"), effective as of \_\_\_\_\_, 2018 (the "Effective Date"), is by and between D.J. Simmons Company Limited Partnership and D.J. Simmons, Inc. (each such entity, an "Assignor" and collectively, the "Assignors"), with an address of 5299 DTC Blvd., Suite 600, Greenwood Village, CO 80111, and Hilcorp San Juan, L.P. ("Assignee"), with an address of 1111 Travis Street, Houston, TX 77002. Assignors and each Assignee may each be referred to in this Assignment individually as a "Party" and collectively as the "Parties."

Know all men by these presents that, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby transfer, grant, bargain, sell, convey and assign to Assignee all of Assignors' right, title and interest in the following (collectively, the "Assigned Assets"):

- (a) The oil and gas leases described on Exhibit A attached hereto, including any and all amendments, supplements, renewals, extensions and/or ratifications thereof (collectively, the "Leases"), together with each and every kind and character of right, title, claim and interest that Assignors have in and to the lands covered by the Leases or any lands pooled, unitized or communitized therewith (the "Lands");
- (b) The oil, gas, casinghead gas, coalbed methane, and other gaseous (combustible or non-combustible) and liquid hydrocarbons and all other lease substances, subject to or covered by the Leases that may be produced from Assignors' interest in the Leases and the Lands;
- (c) all wells and production equipment owned by Sellers and used in connection with the Leases, including the wells listed on Exhibit B to this Assignment;
- (d) The pooling, unitization and communitization agreement, declarations and orders and the units created, if any, relating to the Leases and the Lands and the production of hydrocarbons from the Leases and the Lands; and
- (e) Assignors' files and records relating to the Leases and the Lands.

To have and to hold the Assigned Assets unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. This Assignment is made pursuant to, and is subject to, the terms and conditions of the Purchase and Sale Agreement dated \_\_\_\_\_, 2018, by and between Assignors and Assignee (the "PSA"). If there is a conflict between the terms of this Assignment and the terms of the PSA, the terms of the PSA will control to the extent of the conflict. The Parties intend that the terms of the PSA not merge into the terms of this Assignment.

2. This Assignment is made subject to all of the terms and the express and implied covenants and conditions of the Leases, to the extent of the rights hereby assigned, which terms, covenants and conditions Assignee hereby assumes and agrees to perform with respect to Assignee's interest in the Leases. Said terms, covenants and conditions, insofar as the Lands, shall be binding upon Assignee, not only in favor of the lessor, but also in favor of Assignors and their successors and assigns.
3. The Leases are assigned by Assignors and accepted by Assignee subject to all leasehold burdens existing as of the Effective Date.
4. The terms, covenants, and conditions of this Assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their respective successors or assigns, and such terms, covenants and conditions shall be covenants running with the Lands and the Leases and with each transfer or assignment of said Lands or Leases.
5. Each of Exhibit A and Exhibit B attached to this Assignment is incorporated into and made part of this Assignment.
6. This Assignment may be executed in any number of counterparts, with each party executing separate counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

*[Signature Pages to Follow]*

In witness whereof, the Parties have executed this Assignment on the dates contained in the acknowledgements, but effective for all purposes as of the Effective Date.

**ASSIGNORS**

D.J. Simmons Company Limited Partnership

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2018, by Edward B. Cordes, as Chapter 11 Trustee of D.J. Simmons Company Limited Partnership, a Delaware limited partnership and DJ Simmons, Inc., a Delaware corporation.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

D.J. Simmons, Inc.

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2018, by Edward B. Cordes, as Chapter 11 Trustee of D.J. Simmons, Inc., a Delaware corporation.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**ASSIGNEE**

Hilcorp San Juan, L.P.  
By: Hilcorp Energy Company, its general  
partner

By: \_\_\_\_\_  
Gregory M. Hoffman, Chief Executive Officer

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by Gregory M. Hoffman as Chief Executive Officer of Hilcorp Energy Company, General Partner of Hilcorp San Juan, L.P., a Delaware limited partnership.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Exhibit A to Assignment of Oil & Gas Leases**





CO	Lease #	Lessor	Lessee	Date	Prospect	State	County	Book	Page	Instrument	Section	Township	Range	Grid Description
01	E464	ECLES CHARLES W.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02327	9	29N	13W	PORTION E/2 NE/4 SW/4
01	E467	EMERY PETER ET UX	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02306	9	29N	13W	PORTION SW/4 SW/4
01	F4U12	FARMINGTON MUNICIPAL SCHOOLS	RICHARDSON OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1461	421	13510	9	29N	13W	PORTION SE/4 SW/4
01	F4620	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1461	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	G4C40	GARRETT CAMERON ET UX	RICHARDSON OIL & GAS CORPORATION	11/30/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00447	9	29N	13W	PORTION NE/4 NW/4
01	G4R05	GARRETT RITA	MERRION OIL & GAS CORPORATION	11/08/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1451	446	00446	9	29N	13W	PORTION SE/4 NW/4
01	G4R42	GILLIE BARBARA N	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	422	13511	9	29N	13W	PORTION SE/4 NW/4
01	G4U07	GJURLE JOHN C ET AL	MERRION OIL & GAS CORPORATION	09/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	395	14558	9	29N	13W	PORTION SE/4 NW/4
01	H4A20	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	09/30/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	873	18047	9	29N	13W	PORTION SE/4 NW/4
01	H4A21	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	401	14563	9	29N	13W	PORTION SE/4 NW/4
01	HEE13	HERBERA JERI	MERRION OIL & GAS CORPORATION	09/14/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	1001	12486	9	29N	13W	PORTION SW/4 SW/4
01	HOC47	HOOPER FRANK M ET UX	MERRION OIL & GAS CORPORATION	09/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	876	15039	9	29N	13W	PORTION SW/4 SW/4
01	HOC47	HOOPER FRANK M ET UX	MERRION OIL & GAS CORPORATION	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1482	876	15039	9	29N	13W	PORTION SW/4 SW/4
01	HUR61	HUSTON GEORGE REV TRUST	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	635	02325	9	29N	13W	PORTION SW/4 SW/4
01	HUR61	HUSTON GEORGE REV TRUST	RICHARDSON PRODUCTION COMPANY	10/15/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	122	16299	9	29N	13W	PORTION SW/4 SW/4
01	HUR61	HUSTON GEORGE REV TRUST	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1484	122	16299	9	29N	13W	PORTION SW/4 SW/4
01	IMR44	IMEL RICKY	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	1687	17390	9	29N	13W	PORTION SE/4 NW/4
01	IMR44	IMEL RICKY	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	397	14560	9	29N	13W	PORTION SE/4 NW/4
01	J4A39	JAMES A KENT ET UX	RICHARDSON PRODUCTION COMPANY	10/07/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	29N	13W	PORTION SE/4 NW/4
01	J4B25	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	396	14559	9	29N	13W	PORTION SE/4 NW/4
01	J4C41	JAMES CARL ET UX	MERRION OIL & GAS CORPORATION	08/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	423	13512	9	29N	13W	PORTION SE/4 NW/4
01	J4G37	JAMES GEORGE A. ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	389	14562	9	29N	13W	PORTION SE/4 NW/4
01	J4G30	JAMES GREGORY MARK ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	398	14561	9	29N	13W	PORTION SE/4 NW/4
01	J4M12	JAMES MEGA	MERRION OIL & GAS CORPORATION	08/19/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1514	610	11071	9	29N	13W	PT SE/4 SW/4
01	J4M12	JAMES RUBY	MERRION OIL & GAS CORPORATION	09/23/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	811	13900	9	29N	13W	PORTION SW/4 SW/4
01	J4M12	JOHNSON ANITA J	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	29N	13W	PORTION SW/4 SW/4
01	KA451	KABBARA AREF	MERRION OIL & GAS CORPORATION	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	02334	9	29N	13W	PORTION SW/4 SW/4
01	KA458	KAME REVOCABLE TRUST	MERRION OIL & GAS CORPORATION	09/23/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	02334	9	29N	13W	PORTION SW/4 SW/4
01	KE470	KENNEDY ARLINGTON B	RICHARDSON PRODUCTION COMPANY	09/03/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	02334	9	29N	13W	PORTION SW/4 SW/4
01	LOB16	LOCK BILLY ET UX	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SW/4 SW/4
01	MC077	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SW/4 SW/4
01	MC139	MCHIAS TIMOTHY ET UX	MERRION OIL & GAS CORPORATION	11/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	560	17773	9	29N	13W	PORTION SE/4 NW/4
01	ME011	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	10/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	521	14039	9	29N	13W	PORTION SE/4 NW/4
01	ME011	NELSON ALAN P. ET UX	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	663	02353	9	29N	13W	PORTION SE/4 NW/4
01	ME036	NEWLAND KENNETH ET UX	MERRION OIL & GAS CORPORATION	09/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	878	15041	9	29N	13W	PORTION SE/4 NW/4
01	PA424	PACHECO PAUL ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	124	16301	9	29N	13W	PORTION SE/4 NW/4
01	PE035	PERRY BOYCE C. ET UX	MERRION OIL & GAS CORPORATION	10/16/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1489	301	02487	9	29N	13W	PORTION SE/4 NW/4
01	PRM47	PRESBYTERIAL MEDICAL SERVICES	MERRION OIL & GAS CORPORATION	12/02/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	238	18522	9	29N	13W	PORTION SW/4 SW/4
01	PRM47	ROSE MICHAEL L. ET UX	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	679	02369	9	29N	13W	PORTION SW/4 SW/4
01	RO168	SAN JUAN COUNTY	RICHARDSON PRODUCTION COMPANY	07/16/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	686	02376	9	29N	13W	PORTION SW/4 SW/4
01	SC027	SCOTT DEANNA K	MERRION OIL & GAS CORPORATION	11/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	549	17772	9	29N	13W	PORTION NE/4 SW/4
01	SNIR7	SNOW IRA EUGENE ET UX	MERRION OIL & GAS CORPORATION	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	687	11883	9	29N	13W	PORTION NE/4 SW/4
01	SOD032	SODERBERG DONALD ET UX	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	848	11894	9	29N	13W	PORTION NE/4 SW/4
01	SR046	THE STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	848	11894	9	29N	13W	PORTION NE/4 SW/4
01	STW42	THORPE MARTIN	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	681	02381	9	29N	13W	PORTION NE/4 SW/4
01	THA10	TORRES ALICE	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	TOG49	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	USAG3	US AIRMAIL FCB	MERRION OIL & GAS CORPORATION	10/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	PORTION SW/4 SW/4
01	USAG4	VALDEZ JAMES	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAC462	WALSH CAROL L.	RICHARDSON PRODUCTION COMPANY	07/26										

**Exhibit B to Assignment of Oil & Gas Leases**

[To Be Supplied]

**EXHIBIT E TO PURCHASE AND SALE AGREEMENT**

**FORM OF CONTRACTS ASSIGNMENT**



## **ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

This Assignment and Assumption of Contracts (this "Assignment"), effective as of \_\_\_\_\_, 2018, (the "Effective Date"), is by and between D.J. Simmons Company Limited Partnership and D.J. Simmons, Inc. (each such entity an "Assignor" and collectively, the "Assignors"), with an address of 5299 DTC Blvd., Suite 600, Greenwood Village, CO 80111, and Hilcorp San Juan, L.P. ("Assignee"), with an address of 1111 Travis Street, Houston, TX 77002. Each Assignor and Assignee may be referred to in this Assignment individually as a "Party" and collectively as the "Parties."

### **BACKGROUND**

- A. The Parties have entered into a Purchase and Sale Agreement (the "PSA") providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignors to Assignee of certain assets of Assignors (collectively, the "Assets"), including but not limited to those certain Leases described on Exhibit A hereof.
- B. In connection with the sale of the Assets pursuant to the PSA, Assignors are to assign, and Assignee is to assume, certain specified contracts of Assignors relating to the Leases.

NOW, THEREFORE, pursuant to and in consideration of the PSA and the mutual covenants and agreements set forth in the PSA and in this Assignment, Assignors and Assignee, each intending to be legally bound, agree as follows:

- a. Assignment of Rights. Assignors hereby sell, transfer, convey, and assign to Assignee all of Assignors' right, title and interest in, to and under all of the contracts described on Exhibit A attached hereto, which relate to the oil and gas leases (the "Leases") described on Exhibit B attached hereto, only insofar as such contracts pertain to the ownership and operation of the Assets (collectively, the "Contracts").
- b. Assumption of Liabilities. In partial consideration for the sale of the Assets by Assignor pursuant to the PSA, Assignee hereby assumes all obligations of Assignors under the Contracts, but only to the extent such obligations arise or accrue on or after the date hereof and do not arise or accrue as the result of any default, failure or other act or omission of Assignor, only insofar as such Contracts pertain to the ownership and operation of the Assets (the "Assumed Obligations"). Assignors shall indemnify, defend and hold Assignee harmless from and against any and all duties, obligations, liabilities, costs, and expenses suffered or incurred by Assignee with respect to the obligations of Assignors under the Contracts that arise or accrue prior to the date hereof. Assignee shall indemnify, defend and hold harmless Assignors from and against any and all duties, obligations, liabilities, costs, and expenses suffered or incurred by Assignors with respect to the Assumed Obligations.
- c. Covenants and Representations. The representations, warranties, and covenants made by Assignors in the PSA, including those pertaining to title, condition,

and all other matters relating to the Contracts being conveyed hereby shall survive the execution and delivery of this Assignment and remain in full force and effect.

d. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

e. Governing Law. This Agreement shall be construed and governed under the domestic internal law (but not the law of conflict of laws) of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers the day and year first above written.

#### **ASSIGNORS**

D.J. Simmons Company Limited Partnership

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

D.J. Simmons, Inc.

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

#### **ASSIGNEE**

Hilcorp San Juan, L.P.

By: Hilcorp Energy Company, its general partner

By: \_\_\_\_\_  
Gregory M. Hoffman, Chief Executive Officer

**Exhibit A to Assignment and Assumption of Contracts**

List of Contracts

[To Be Supplied]

## **Exhibit B to Assignment and Assumption of Contracts**

### Leases





CO	Lease #	Lessor	Lessee	Date	Prospect	State	County	Book	Page	Instrument	Section	Township	Range	Grid Description
01	ECCH42	ECCHLES CHARLES W	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	513	00237	9	22N	13W	PORTION E/2 NE/4 SW/4
01	EMER7	EMERY PETER ET UX	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	513	00236	9	22N	13W	PORTION SW/4 SW/4
01	FAU12	FARMINGTON MUNICIPAL SCHOOLS	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	22N	13W	PORTION SW/4 SW/4
01	FARM2	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	22N	13W	PORTION SW/4 SW/4
01	GAC40	GARRETT CAMERON ET UX	MERRION OIL & GAS CORPORATION	11/30/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00047	9	22N	13W	PART W/2
01	GAR05	GARRETT RITA	MERRION OIL & GAS CORPORATION	11/08/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00046	9	22N	13W	PART NE/4 NW/4
01	GBAY4	GILIE BARBARA N	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	422	13511	9	22N	13W	PORTION SE/4 NW/4
01	GU107	GURBLE JOHN C ET AL	MERRION OIL & GAS CORPORATION	09/30/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	14558	9	22N	13W	PORTION SE/4 NW/4
01	HAA120	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	09/30/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	14547	9	22N	13W	PORTION SE/4 NW/4
01	HELE13	HERREIRA JERI	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1515	1001	12486	9	22N	13W	PORTION SW/4 SW/4
01	HELE13	HERREIRA FRANK M ET UX	MERRION OIL & GAS CORPORATION	09/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	878	15039	9	22N	13W	PORTION SW/4 SW/4
01	HOSH11	HOWELL SHARON	MERRION OIL & GAS CORPORATION	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	517	14035	9	22N	13W	PORTION SW/4 SW/4
01	HREB1	HRISTOPOLLOUS GEORGE REV TRUST	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	635	00235	9	22N	13W	PORTION SW/4 SW/4
01	HURR19	HUGGINS FREDIE L ET UX	MERRION OIL & GAS CORPORATION	10/15/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	122	16289	9	22N	13W	PORTION NE/4 SW/4
01	IMR14	IMEL RICKY	MERRION OIL & GAS CORPORATION	10/30/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	1667	17390	9	22N	13W	PORTION NE/4 SW/4
01	JAA139	JAMES ARON P	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	397	14560	9	22N	13W	PORTION SE/4 NW/4
01	JAA25	JAMES A KENT ET UX	RICHARDSON PRODUCTION COMPANY	10/07/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	22N	13W	PORTION SE/4 NW/4
01	JAB25	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	386	14559	9	22N	13W	PORTION SE/4 NW/4
01	JAC41	JAMES CARL ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	423	13512	9	22N	13W	PORTION SE/4 NW/4
01	JAGE7	JAMES GEORGE A ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	399	14562	9	22N	13W	PORTION SE/4 NW/4
01	JAG30	JAMES GREGORY MARK ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	398	14561	9	22N	13W	PORTION SE/4 NW/4
01	JAM28	JAMES MEGA	MERRION OIL & GAS CORPORATION	08/19/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1514	610	11071	9	22N	13W	PT SE/4 SW/4
01	JARU12	JAMES RUBY	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	50	18224	9	22N	13W	PORTION SW/4 SW/4
01	JARU6	JOHNSON ANITA J	MERRION OIL & GAS CORPORATION	09/23/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	811	13900	9	22N	13W	PORTION SW/4 SW/4
01	KAAR51	KABBARA AREF	MERRION OIL & GAS CORPORATION	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	22N	13W	PORTION SW/4 SW/4
01	KARE59	KAIME REVOCABLE TRUST	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	811	13900	9	22N	13W	PORTION SW/4 SW/4
01	KEAR70	KENNEDY ARLINGTON B	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	00234	9	22N	13W	PART SE/4 NW/4
01	LOB106	LOCK BILLY ET UX	MERRION OIL & GAS CORPORATION	09/03/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	00234	9	22N	13W	PART SE/4 NW/4
01	MCE277	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	22N	13W	PORTION SE/4 NW/4
01	MCT39	MCTHIA TIMOTHY ET UX	MERRION OIL & GAS CORPORATION	11/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	22N	13W	PORTION SE/4 NW/4
01	MEC19	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	10/21/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1485	550	17773	9	22N	13W	PORTION SE/4 NW/4
01	NEAL33	NEMLAND KENNETH ET UX	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1482	683	00233	9	22N	13W	PORTION SE/4 NW/4
01	NEAL33	NEMLAND KENNETH ET UX	RICHARDSON PRODUCTION COMPANY	09/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	877	15040	9	22N	13W	PORTION SE/4 NW/4
01	PAPA24	PACHECO PAUL ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	124	16301	9	22N	13W	PORTION SE/4 NW/4
01	PERO35	PERRY BOYCE C ET UX	MERRION OIL & GAS CORPORATION	10/16/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	877	15040	9	22N	13W	PORTION SE/4 NW/4
01	PRME17	PRESBYTERIAN MEDICAL SERVICES	MERRION OIL & GAS CORPORATION	02/10/2009	GLADE PARK	NEW MEXICO	SAN JUAN	1489	301	02467	9	22N	13W	PORTION SW/4 SW/4
01	ROM168	ROSE MICHAEL L ET UX	MERRION OIL & GAS CORPORATION	10/08/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	238	18522	9	22N	13W	PORTION SW/4 SW/4
01	SAUL45	SAN JUAN COUNTY	MERRION OIL & GAS CORPORATION	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1484	673	16300	9	22N	13W	PORTION SW/4 SW/4
01	SCOE71	SCHULTE DEANNA K	RICHARDSON PRODUCTION COMPANY	07/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	22N	13W	PORTION SW/4 SW/4
01	SNIR6	SNOW IRA EUGENE ET UX	MERRION OIL & GAS CORPORATION	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	696	00236	9	22N	13W	PORTION SW/4 SW/4
01	SOC032	SODERBERG DONALD ET UX	RICHARDSON PRODUCTION COMPANY	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	22N	13W	PORTION SW/4 SW/4
01	SRCM42	SRI S CREAM TRUST	MERRION OIL & GAS CORPORATION	11/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	549	17772	9	22N	13W	PORTION SW/4 SW/4
01	THAM10	THORPE MARTIN	MERRION OIL & GAS CORPORATION	09/08/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	604	12169	9	22N	13W	PT SW/4 SW/4
01	TOAL74	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1008	110019	9	22N	13W	PORTION SE/4 NW/4
01	TOE475	TORRES ALICE	MERRION OIL & GAS CORPORATION	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1479	848	11884	9	22N	13W	PORTION SE/4 NW/4
01	USAG03	US AGRANFCB	MERRION OIL & GAS CORPORATION	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	12718	9	22N	13W	PORTION SE/4 NW/4
01	VALA54	VALDEZ JAMES	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	22N	13W	PORTION SE/4 NW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
01	WAC462	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/26/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	22N	13W	PORTION NE/4 SW/4
0														



**EXHIBIT F TO PURCHASE AND SALE AGREEMENT**

**FORM OF BILL OF SALE**

## **BILL OF SALE**

D.J. Simmons Company Limited Partnership and D.J. Simmons, Inc. (each such entity, a “Seller” and collectively, the “Sellers”) for value received do hereby assign, transfer, and convey unto Hilcorp San Juan, L.P. (“Buyer”), all of the Sellers’ right, title, and interest in and to any and all personal property directly associated with the oil and gas leases described on Exhibit A attached hereto (collectively, the “Leases”), including, but not limited to, that personal property set forth on Exhibit B attached hereto (the “Personal Property Assets”).

Each Seller, for itself and its successors and assigns, represents and warrants that:

- a. it has the authority to convey its right, title, and interest in and to the Personal Property Assets to Buyer; and
- b. as provided for in the Order entered by the Bankruptcy Court authorizing, among other things, the sale of the Personal Property Assets to Buyer, the Personal Property Assets are free and clear of any and all liabilities, obligations, security interests, liens, tax obligations or liens, or encumbrances.

Sellers’ right, title, and interest in and to the Personal Property Assets is sold “as is,” “where is,” and without any warranties or representations other than as are expressly provided in the parties’ Purchase and Sale Agreement and this Bill of Sale.

Sellers covenant and agree that they will at any time and from time to time, do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney, or other instruments that Buyer reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder.

This Bill of Sale shall be binding upon the parties hereto, their successors and assigns.

*[Signature page to follow]*

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SELLERS

D.J. Simmons Company Limited Partnership

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

D.J. Simmons, Inc.

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

**Exhibit A to Bill of Sale**

**Description of Leases**





CO	Lease #	Lessor	Lessee	Date	Prospect	State	County	Book	Page	Instrument	Section	Township	Range	Grid Description
01	ECCH8	ECCHLES CHARLES W	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02337	9	28N	13W	PORTION E/2 NE/4 SW/4
01	EMER7	EMERY PETER ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	516	02306	9	28N	13W	PORTION SW/4 SW/4
01	FAMU72	FARMINGTON MUNICIPAL SCHOOLS	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	28N	13W	PORTION SE/4 SW/4
01	FAR60	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	28N	13W	PORTION SW/4 SW/4
01	GAC04	GARRETT CAMERON ET UX	MERRION OIL & GAS CORPORATION	11/30/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00447	9	28N	13W	PART W/2
01	GAR05	GARRETT RITA	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1450	446	00446	9	28N	13W	PORTION NE/4 NW/4
01	GIB44	GILLIE BARBARA N	MERRION OIL & GAS CORPORATION	09/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1451	422	13511	9	28N	13W	PORTION SE/4 NW/4
01	GIL027	GILBUE JOHN C ET AL	MERRION OIL & GAS CORPORATION	09/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	395	14558	9	28N	13W	PORTION SE/4 NW/4
01	HAMA20	HASTINGS MANUEL & THELIA TRUS	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	873	16047	9	28N	13W	PORTION SE/4 NW/4
01	HELE13	HERREERA JERI	MERRION OIL & GAS CORPORATION	09/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1515	1001	12486	9	28N	13W	PORTION SW/4 NW/4
01	HIGH11	HOOPER FRANK M ET UX	MERRION OIL & GAS CORPORATION	09/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	876	15039	9	28N	13W	PORTION SW/4 NW/4
01	HUR861	HURSTOLUDS GEORGE REV TRUST	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	517	14035	9	28N	13W	PORTION SW/4 NW/4
01	HUR89	HUGGINS FREDIE L ET UX	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	28N	13W	PORTION SW/4 NW/4
01	IMR44	IMEL RICKY	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	28N	13W	PORTION SW/4 NW/4
01	JAA438	JAMES AARON P	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	396	14559	9	28N	13W	PORTION SE/4 NW/4
01	JAB025	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	423	13512	9	28N	13W	PORTION SE/4 NW/4
01	JAC441	JAMES CARL ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	399	14562	9	28N	13W	PORTION SE/4 NW/4
01	JAGR30	JAMES GEORGE A. ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	398	14561	9	28N	13W	PORTION SE/4 NW/4
01	JAM28	JAMES GREGORY MARK ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1514	610	11071	9	28N	13W	PT SE/4 SW/4
01	JARU12	JAMES RUBY	MERRION OIL & GAS CORPORATION	08/19/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1481	811	13900	9	28N	13W	PORTION SW/4 NW/4
01	JOAN65	JOHNSON ANITA J.	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	811	13900	9	28N	13W	PORTION SW/4 NW/4
01	KAR651	KABBARA AREF	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	28N	13W	PORTION SW/4 NW/4
01	KARE58	KAME REVOCABLE TRUST	MERRION OIL & GAS CORPORATION	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	02334	9	28N	13W	PORTION SW/4 NW/4
01	KEAR70	KENNEDY ARLINGTON B	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	515	11735	9	28N	13W	PART SE/4 NW/4
01	LEO066	LOCK BILLY ET UX	MERRION OIL & GAS CORPORATION	09/03/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	28N	13W	PORTION SW/4 NW/4
01	MCE077	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	28N	13W	PORTION SW/4 NW/4
01	MCE179	MCTHAYS TIMOTHY ET UX	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	560	11773	9	28N	13W	PORTION SW/4 NW/4
01	MEIO11	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	550	11773	9	28N	13W	PORTION SW/4 NW/4
01	NEAL33	NEWMAN ALAN P. ET UX	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	663	02343	9	28N	13W	PORTION SE/4 NW/4
01	NEKE53	NEMLAND KENNETH ET UX	MERRION OIL & GAS CORPORATION	09/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	878	15041	9	28N	13W	PORTION SE/4 NW/4
01	PAR424	PACHECO PAUL ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	124	16301	9	28N	13W	PORTION SE/4 NW/4
01	PER035	PERRY BOYCE C. ET UX	MERRION OIL & GAS CORPORATION	02/10/2009	GLADE PARK	NEW MEXICO	SAN JUAN	1489	301	02487	9	28N	13W	PORTION SW/4 NW/4
01	PRME47	PRESBYTERIAN MEDICAL SERVICES	MERRION OIL & GAS CORPORATION	12/02/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	238	18522	9	28N	13W	PORTION SW/4 NW/4
01	ROU168	ROSE MICHAEL L. ET UX	MERRION OIL & GAS CORPORATION	10/06/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	123	16300	9	28N	13W	PORTION NE/4 SW/4
01	SALU45	SAN JUAN COUNTY	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	28N	13W	PORTION SW/4 NW/4
01	SCOE71	SCHULTE DEANNA K	MERRION OIL & GAS CORPORATION	07/16/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	28N	13W	PORTION SW/4 NW/4
01	SINR76	SNOW IRA EUGENE ET UX	MERRION OIL & GAS CORPORATION	07/16/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	28N	13W	PORTION SW/4 NW/4
01	SODO32	SODERBERG DONALD ET UX	RICHARDSON PRODUCTION COMPANY	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	28N	13W	PORTION NE/4 SW/4
01	SRCR46	SRI S CRAW TRUST	MERRION OIL & GAS CORPORATION	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	549	17772	9	28N	13W	PORTION NE/4 SW/4
01	STIM42	THE STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1515	694	12169	9	28N	13W	PT SW/4 SW/4
01	TIM410	THORPE MARTIN	MERRION OIL & GAS CORPORATION	09/08/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1006	110019	9	28N	13W	PORTION SE/4 SW/4
01	TOL174	TORRES ALICE	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	848	11894	9	28N	13W	PORTION SE/4 SW/4
01	TOK49	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	681	02381	9	28N	13W	PORTION SE/4 SW/4
01	USAG03	TOLBERT L KENNETH ET UX	RICHARDSON PRODUCTION COMPANY	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	681	02381	9	28N	13W	PORTION SE/4 SW/4
01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	28N	13W	PORTION SW/4 NW/4
01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9	28N	13W	PORTION SW/4 NW/4
01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9	28N	13W	PORTION SW/4 NW/4
01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9	28N	13W	PORTION SW/4 NW/4
01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9	28N	13W	PORTION SW/4 NW/4
01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9	28N	13W	PORTION SW/4 NW/4
01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9	28N	13W	PORTION SW/4 NW/4
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01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9	28N	13W	PORTION SW/4 NW/4
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01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9	28N	13W	PORTION SW/4 NW/4
01	USAG03	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	11735	9			

**Exhibit B to Bill of Sale**

**List of Personal Property Assets**

1. the oil, gas, casinghead gas, coalbed methane, and other gaseous (combustible or non-combustible) and liquid hydrocarbons and all other lease substances, subject to or covered by the Leases that may be produced from Sellers' interest in the Leases and the Lands;
2. all wells and production equipment owned by Sellers and used in connection with the Leases;
3. all engineering, geological and geophysical data related to the Leases in Sellers' possession;
4. all of Sellers' files and records relating to the Leases.



**EXHIBIT G TO PURCHASE AND SALE AGREEMENT**

**FORM OF NON-FOREIGN STATUS TAX AFFIDAVIT**

## CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law), will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by D.J. Simmons Company Limited Partnership ("Seller"), the undersigned thereby certifies the following on behalf of Seller:

1. Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Treasury Regulations promulgated thereunder).
2. Seller is not a disregarded entity as defined in the Treasury Regulation Section, § 1.1445-2(b)(2)(iii).
3. Seller has an U.S. Employer Identification number of 85-0413146.
4. Seller's office address is 5299 DTC Blvd., Suite 815, Greenwood Village, CO 80111.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement Seller has made herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of Seller.

D.J. Simmons Company Limited Partnership

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

## CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law), will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by D.J. Simmons, Inc. ("Seller"), the undersigned thereby certifies the following on behalf of Seller:

1. Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Treasury Regulations promulgated thereunder).
2. Seller is not a disregarded entity as defined in the Treasury Regulation Section, § 1.1445-2(b)(2)(iii).
3. Seller has an U.S. Employer Identification number of 85-0407729.
4. Seller's office address is 5299 DTC Blvd., Suite 600, Greenwood Village, CO 80111.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement Seller has made herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of Seller.

D.J. Simmons, Inc.

By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

**EXHIBIT H TO PURCHASE AND SALE AGREEMENT**

**FORM OF SALE ORDER**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

IN RE:	)	
	)	Case No. 16-11763 JGR
D.J. SIMMONS COMPANY	)	
LIMITED PARTNERSHIP	)	Chapter 11
	)	
Debtor.	)	
_____	)	
	)	
IN RE:	)	
	)	Case No. 16-11765 JGR
KIMBETO RESOURCES, LLC	)	Chapter 11
	)	
Debtor.	)	
_____	)	
	)	
IN RE:	)	
	)	Case No. 16-11767 JGR
D.J. SIMMONS, INC.	)	Chapter 11
	)	
Debtor.	)	<i>Jointly Administered Under</i>
	)	<i>Case No. 16-11763 JGR</i>

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**ORDER (I) AUTHORIZING AND APPROVING (A) THE PURCHASE AND SALE AGREEMENT (B) THE SALE OF THE ASSETS TO HILCORP SAN JUAN, L.P. FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; AND (C) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF**

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Upon the motion (the “Sale Motion”) of the above-captioned debtors (each such entity, a “Debtor” and collectively, the “Debtors”) filed by Edward B. Cordes, duly-appointed Chapter 11 Trustee for the Debtors (the “Trustee”), to (i) authorize and approve the sale of certain oil and gas Assets to Hilcorp San Juan, L.P. (the “Buyer”) free and clear of all liens, claims, encumbrances, and interests of any kind and (ii) authorizing the assumption and assignment of certain executory contracts (more particularly described in Exhibit 1 to this Order, the “Contracts”) and unexpired

leases (more particularly described in Exhibit 2 to this Order, the “Leases”) related to such Assets that are to be assumed by the Debtors and assigned to Buyer; and upon the Buyer and the Debtors having entered into that certain Purchase and Sale Agreement, dated [DATE], 2018 (together with all ancillary documents, as may be amended, modified or supplemented, the “PSA”); and all parties in interest having been heard or having had the opportunity to be heard regarding the PSA; and it appearing that adequate and proper notice of the Sale Motion has been given to all interested parties and that no other or further notice need be given; that no objections to the Sale Motion have been filed with the Court; and the Court having found and determined that the PSA was negotiated, proposed and entered into by the Debtors and the Buyer without collusion, in good faith and based on arm’s length negotiations; and the Court having found and determined that the relief sought in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED<sup>1</sup>:**

- A. The relief requested in the Sale Motion is granted, and the sale of the Assets to the Buyer is approved, all as set forth in this Order. The Trustee’s execution and consummation of the PSA on behalf of the Debtors is hereby approved.
- B. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, and the PSA, the sale of the Assets and the assumption and assignment of the Contracts and the Leases to the Buyer as of the Closing Date are hereby approved in all respects. The Trustee, on behalf of the Debtors, is authorized and directed to perform the Debtors’ obligations

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meaning attached to them in the PSA.

under, and comply with the terms of, the PSA, and to consummate the sale, transfer and assignment of all of the Debtors' right, title and interest in the Assets to the Buyer in accordance with the terms of the PSA and this Order free and clear of all liens, claims, encumbrances, and liabilities of any kind or nature whatsoever, whether at law or in equity, whether arising before or after the Debtors' Petition Date (including without limitation any liens arising from any tax statutes or ordinances), and including without limitation those liens set forth on Exhibit 3 to this Order; with all such liens, claims, encumbrances and liabilities to attach to the cash proceeds of the sale to the same extent, validity and priority as immediately prior to the sale, except that any liens, encumbrances, or liabilities expressly assumed by Buyer pursuant to the PSA shall be treated as provided in the PSA.

- C. The Debtors have represented that no cure amount is due on any of the Contracts or Leases to be assigned to the Buyer, other than cure amounts claimed by DOI/ONRR, as set forth below. To the extent that a cure obligation does exist with respect to the Contracts or Leases, the Debtors shall pay such cure amount from the proceeds of the sale.
- D. Effective upon the Closing, the transfer to the Buyer of the Debtors' right, title and interest in the Assets pursuant to the PSA shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Debtors' right, title and interest in the Assets, and vests with or will vest in the Buyer all right, title and interest of the Debtors in the Assets.
- E. The PSA has been entered into by the Buyer in good faith and the Buyer is a good faith purchaser of the Assets, as that term is used in Section 363(m) of the Bankruptcy Code

and, accordingly, the reversal or modification on appeal of the authorization of the sale provided herein shall neither affect the validity of this sale nor the transfer of the Assets to Buyer, free and clear of all liens, claims, encumbrances and liabilities, unless such authorization is duly stayed before the Closing pending such appeal. The Buyer is entitled to all the protections afforded by section 363(m) of the Bankruptcy Code and the Buyer has otherwise proceeded in good faith in all respects in connection with the sale specifically, and the Chapter 11 cases generally.

- F. Except as expressly provided in the PSA or this Order, effective upon the Closing, all persons and entities holding any interest (other than those interests assumed per the terms of the PSA) against or in the Debtors or the Debtors' interests in the Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 cases, whether imposed by agreement, understanding, law, equity, or otherwise), shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such interests against the Buyer or any of its members or their respective affiliates, agents, advisors, representatives, officers, successors and assigns, the Assets, or the interests of the Debtors or the Buyer in such Assets, including, without limitation, taking any of the following actions with respect to an interest (other than, with respect to the Buyer, only interests assumed per the terms of the PSA): (a) commencing or continuing in any manner any action or other proceeding against such parties or Assets; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against such parties or Assets; (c) creating, perfecting or enforcing any



liens, claims, encumbrances or other interests against such parties or Assets; (d) asserting a claim as a setoff, right of subrogation or recoupment of any kind against any obligation due the Buyer or its affiliates, agents, advisors, representatives, officers, successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order or the agreements or actions contemplated or taken in respect thereof. Except as set forth in Paragraphs H, I, J and K, below, all persons are hereby enjoined from taking any action that would interfere with or adversely affect the Trustee's ability to transfer the Assets on behalf of the Debtors in accordance with the terms of the PSA and this Order. Following the Closing, no holder of an interest (including as such term is used in Section 363(f) of the Bankruptcy Code) against the Debtors shall interfere with the Buyer's title to or use and enjoyment of the Assets.

- G. Effective upon the Closing, and except as otherwise expressly provided in this Order, this Order: (a) is and shall be effective as a determination that all interests (other than those interests assumed per the terms of the PSA) of any kind or nature whatsoever existing as to the Assets prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected; (b) is and shall be binding upon and shall govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state, and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any

documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets conveyed to the Buyer, and all recorded interests (other than those interests assumed per the terms of the PSA) against the Assets shall be deemed stricken from such entities' records, official and otherwise.

- H. If any person or entity that has filed financing statements, mortgages, mechanic's liens, or other documents or agreements evidencing interests in, including liens on, and claims against, the Assets shall not have delivered to the Trustee before the Closing, in proper form for filing and executed by the appropriate parties, the appropriate documentation with respect to the release of such interests, the Trustee and the Buyer are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Assets. The Buyer is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all interests against the Assets (other than those interests assumed per the terms of the PSA). This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.
- I. The consummation of the Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors and/or their estates; there is not substantial continuity between the Buyer and the Debtors; there is no continuity of enterprise between the Debtors and the Buyer; the Buyer is not a mere continuation of the Debtors or their estates; and the Buyer does not constitute a successor to the Debtor or their estates. Upon the Closing, to the fullest extent of the law, the Buyer's acquisition of

the Assets shall be free and clear of any “successor liability” claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of the Closing.

J. Pursuant to section 365(f) of the Bankruptcy Code, and notwithstanding any provision of any contract governing the Assets or any Lease or Contract to be assumed and assigned to the Buyer or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Assets or the Leases or Contracts, the Debtors are authorized to (a) assign, sell and transfer the Assets to the Buyer and (b) assume and assign the Leases and Contracts to the Buyer, which assignments shall take place on and be effective as of the date of Closing or as otherwise provided by a separate order of this Court.

- a. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Buyer or the Debtors as a result of the assumption and assignment of the Assets and the Leases and Contracts.
- b. The Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Leases and Contracts to be assumed and assigned to the Buyer as of Closing. Notwithstanding the foregoing, unless required by the Buyer under the PSA, no Debtor shall be required by the Court to assume and assign any Lease or Contract, and, if no such assumption and assignment occurs, no Cure Costs shall be due and no adequate assurance of future performance shall be required.
- c. The Debtors’ assumption of the Leases and Contracts is subject to the consummation of the sale of the Assets to the Buyer. To the extent that an

objection by a counterparty to any Lease or Contract, including an objection related to the applicable cure cost, is not resolved prior to the Closing, the Buyer may, without any further approval of the Court or notice to any party, elect to not have the Debtors assume and assign such Lease or Contract to it.

- d. The Trustee, on behalf of the Debtors, is authorized to execute and deliver to the Buyer such agreements, documents and other instruments as may facilitate or document the sale, assignment, transfer, conveyance and delivery of the Leases and Contracts to the Buyer.

K. As of the Closing, subject to the provisions of this Order, the Buyer shall succeed to the entirety of the Debtors' rights and obligations in the Leases and Contracts to be assumed and assigned to the Buyer first arising and attributable to the time period occurring on or after the Closing and shall have all rights thereunder. Each non-Debtor party to a Lease or Contract is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the Buyer, or the property of either of them, any assignment fee, default, breach or claim of pecuniary loss, or condition to assignment, arising under or related to the Leases and Contracts, existing as of the date of the hearing on the Sale Motion, or arising by reason of the consummation of transactions contemplated by the PSA, including the sale of the Assets and the assumption and assignment of the Leases and Contracts. Any party that may have had the right to consent to the assignment of a Lease or Contract is deemed to have consented to such assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code if such party failed to object to the assumption and assignment of such Assigned Contract.

- a. The Debtors' promise pursuant to the terms of the PSA to pay any cure obligations and the Buyer's promise pursuant to the terms of the PSA to perform the Debtors' obligations under the Leases and Contracts for the period on or after the Closing shall constitute adequate assurance of the Buyer's future performance under the Leases and Contracts being assigned to the Buyer as of the Closing within the meaning of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code.
  - b. Upon assumption of the Leases and Contracts, such Leases and Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order, and shall be assigned and transferred to the Buyer notwithstanding any provision in such Leases or Contracts or other restrictions prohibiting assignment or transfer. The assumption and assignment of the Leases and Contracts as authorized under this Order will not take effect until the Closing.
- L. Notwithstanding any other provision in this Order, the Sale Motion, the PSA, or any implementing documents, no assumption and assignment and/or transfer of any interests in the Leases that are mineral leases with the federal government or mineral leases that are administered by the federal government on behalf of Native American tribes (collectively the "Federal Leases") shall take effect absent: (1) the prior consent of the United States; and (2) the cure of any and all existing defaults on the Federal Leases, including without limitation any outstanding royalties ("Cure Amount"), as determined by the United States Department of the Interior, Office of Natural Resources Revenue ("ONRR") to be owed by the Estates on or before five (5) days

after the date of entry of this Order. ONRR represents, based on information currently available to it, that its estimate of the Cure Amount is \$16,157.66.

- M. Notwithstanding any other provision in this Order, the Sale Motion, the PSA, or any implementing documents, ONRR retains, and has, the right to audit and/or perform any compliance review and collect from the Debtors (or, only if the Debtors' existence has been terminated, collect from the Buyer) any additional monies owed by the Debtor prior to the assumption and assignment of the Federal Leases, without those rights being adversely affected by these bankruptcy proceedings. The Debtors and the Buyer retain any defenses and/or rights, other than defenses and/or rights arising under the Bankruptcy Code, to challenge any such determination by ONRR relating to the Federal Leases; provided, however, that any such challenge must be raised in ONRR's administrative review process. Moreover, nothing in this Order, the Sale Motion, the PSA, or implementing documents shall limit or otherwise affect any applicable audit and/or compliance review period, including those established by the Federal Oil and Gas Royalty Simplification and Fairness Act of 1996 (30 U.S.C. §§ 1701, *et seq.*).
- N. As adequate assurance of future performance under the Federal Leases, the Buyer assumes and shall succeed to all liabilities of the Debtor thereunder. For the avoidance of doubt, nothing in this Order, the Sale Motion, the PSA, or implementing documents releases, nullifies, limits, waives or precludes or enjoins the enforcement of, any plugging and abandonment or reclamation obligation or financial assurance requirements under applicable statutes, regulations or the terms of the Federal Leases, as determined by the United States Department of the Interior, for which the Debtors,

the Buyer, and any of their successors and/or assigns, shall be jointly and severally liable.

- O. Nothing in this Order, the Sale Motion, the PSA, or any implementing documents releases, nullifies, limits, waives or precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in this Order, the Sale Motion, the PSA, or any implementing documents authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.
- P. The Court finds good cause for the Trustee to proceed to complete the transactions contemplated by the PSA, and any stay imposed by Rules 6004(h) or 6006(d) is hereby waived.

Dated: \_\_\_\_\_, 2018

BY THE COURT:

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Honorable Joseph G. Rosania  
United States Bankruptcy Judge



**EXHIBIT 1**

**TO**

**ORDER (I) AUTHORIZING AND APPROVING (A) THE PURCHASE AND SALE AGREEMENT (B) THE SALE OF THE ASSETS TO HILCORP SAN JUAN, L.P. FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; AND (C) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF**

**EXECUTORY CONTRACTS**

[To Be Supplied]

**EXHIBIT 2**

**TO**

**ORDER (I) AUTHORIZING AND APPROVING (A) THE PURCHASE AND SALE AGREEMENT (B) THE SALE OF THE ASSETS TO HILCORP SAN JUAN, L.P. FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; AND (C) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF**

**LEASES**







**EXHIBIT 3**

**TO**

**ORDER (I) AUTHORIZING AND APPROVING (A) THE PURCHASE AND SALE AGREEMENT (B) THE SALE OF THE ASSETS TO HILCORP SAN JUAN, L.P. FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; AND (C) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF**

**LIENS**

Description	Book / Page	Name	Other Name	Doc Type	Recorded
Many	1305 834	DJ SIMMONS INC ET AL	COATS MICHAEL M TRUSTEE ET AL	MORTGAGE & SECURITY AGREEMENT & ASSIGN	7/26/2000
Amends 1305/834	1361 1027	DJ SIMMONS INC ET AL	COATS MICHAEL M TRUSTEE ET AL	1ST AMND MORTGAGE	04/17/2003
Corrects 1361/1027	1368 446	DJ SIMMONS COMPANY LP ET AL	COATS MICHAEL M TRUSTEE ET AL	CORRECTION MORTGAGE & SECURITY AGREEMENT & ASSIGN	07/18/2003
Many	1430 908	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	FINANCIAL STATEMENT	04/07/2006
Amends 305/834, 1361/1027, 1368/446	1450 1037	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA ET AL	1ST AMND TO 1ST AMND MORTGAGE & SECURITY AGREEMENT & ASSIGN	03/05/2007
Amends to a Continuation 1430/908	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: SW QTR -21-29N-9W	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: NW QTR -21-29N-9W	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: NE QTR -29-29N-9W	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -26-29N-9W 1	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -26-29N-9W 2	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -26-29N-9W 7	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -26-29N-9W 8	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -26-29N-9W 9	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -26-29N-9W 10	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -26-29N-9W 15	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -26-29N-9W 16	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015



Tract: -23-29N-9W 11	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -23-29N-9W 12	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -23-29N-9W 13	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -23-29N-9W 14	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -23-29N-9W 3	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -23-29N-9W 4	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -23-29N-9W 5	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -23-29N-9W 6	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -24-29N-9W 11	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -24-29N-9W 12	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -24-29N-9W 13	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -24-29N-9W 14	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -24-29N-9W 3	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -24-29N-9W 4	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -24-29N-9W 5	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -24-29N-9W 6	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -25-29N-9W 9	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: -25-29N-9W 10	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015

Tract -25-29N-9W 15	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract -25-29N-9W 16	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract -25-29N-9W 1	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract -25-29N-9W 2	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract -25-29N-9W 7	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract -25-29N-9W 8	1593 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract SE QTR -29-29N-9W	1629 30	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	10/08/2015
Tract: Sections 61 - 65, Section 34 1/2, Pecos County, Texas	2015-138818	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	UCC FINANCING STATEMENT AMENDMENT	11/23/2013
Tract: Sections 61 - 65, Section 34 1/2, Pecos County, Texas	305 778	DJ SIMMONS COMPANY LIMITED PARTNERSHIP	BANK OF OKLAHOMA	MORTGAGE, DEED OF TRUST & SECURITY AGREEMENT & ASSIGN	7/24/2000

**Total**  
**Copies**

OCD Case 16206  
Application of the OCD Compliance and Enforcement Bureau for a Compliance  
Order against D.J. Simmons, Inc.

**Pre-Hearing Statement of Edward B. Cordes,**  
**Chapter 11 Trustee of D.J. Simmons, Inc.**

**EXHIBIT 1**  
**Hilcorp Offer**

**Offer Letter**

***In re D.J. Simmons Company Limited Partnership; In re D. J. Simmons Company, Inc.; and***

***In re Kimbeto Resources, LLC***

***Jointly Administered Bankruptcy Case No. 16-11763***

**Buyer**

Name: Hilcorp San Juan, L.P.

State of Formation: Delaware

Address: 1111 Travis Street  
Houston, Texas 77002

**Contact Information:**

Person to Contact: Gregory M. Hoffman

Telephone: 713-209-2452

Email address: ghoffman@hilcorp.com

**Leases Subject to Offer (Identify by Lease Description or Lot Number(s))**

All properties located in the state of New Mexico and ORRI's in Texas. See attached lease list for specific leases.

**Purchase Price** \$3,000,000.00.

**Earnest Money (10% of Purchase Price, payable within five days of Effective Date)** \$300,000.00.

**Existing Obligations Assumed by Buyer:** As provided in the mark-up to the PSA and Sale Order and as further agreed by the Parties.

**Other:** [Trustee reserves right to reject any offer purporting to modify terms and conditions of form Purchase and Sale Agreement ("PSA")]:

See attached mark-up to PSA and Sale Order. Buyer prefers to consolidate the Assignment of Leases, Bill of Sale and Assignment of Contracts into a single document. Parties to discuss.

Buyer hereby offers to purchase the Lease(s) and related Assets identified above, for the Purchase Price set forth above; provided, however, Buyer's offer is non-binding subject to (i) Buyer and/or its representatives being granted a due diligence period of ten (10) days to conduct a customary environmental and title review of the Leases and related Assets and (ii) if the environmental and title due diligence are acceptable to Buyer, the execution of a PSA generally in the form attached (but reflecting a resolution of the notes identified in such form).

Dated: 1/26/2018

Buyer: Hilcorp San Juan, L.P.

By: Hilcorp Energy Company,  
its general partner

By: \_\_\_\_\_

[signature]

Its: Chief Executive Officer  
[title]

LEASES

CO	Lease #	Lease Name	Lessor	Lessee	Prospect	State	County
01	N80273	NMNM-080273	NMNM-080273	ERNEST A. HANSON	LYBROOK PROSPECT	NEW MEXICO	RIO ARriba
01	N80273	NMNM-080273	NMNM-080273	ERNEST A. HANSON	LYBROOK PROSPECT	NEW MEXICO	RIO ARriba
01	N80273	NMNM-080273	NMNM-080273	ERNEST A. HANSON	LYBROOK PROSPECT	NEW MEXICO	RIO ARriba
01	N80273	NMNM-080273	NMNM-080273	ERNEST A. HANSON	LYBROOK PROSPECT	NEW MEXICO	RIO ARriba
01	SF8272	NMSF-078272-C	NMSF-078272-C	SAM G. DUNN	LYBROOK PROSPECT	NEW MEXICO	RIO ARriba
01	SF8272	NMSF-078272-C	NMSF-078272-C	SAM G. DUNN	LYBROOK PROSPECT	NEW MEXICO	RIO ARriba
01	SF8272	NMSF-078272-C	NMSF-078272-C	SAM G. DUNN	LYBROOK PROSPECT	NEW MEXICO	RIO ARriba
01	SF8272	NMSF-078272-C	NMSF-078272-C	SAM G. DUNN	LYBROOK PROSPECT	NEW MEXICO	RIO ARriba
01	NM5189	NMNM-105189	NMNM-105189	D. J. SIMMONS COMPANY LIMITED	OJITO SOUTH	NEW MEXICO	RIO ARriba
01	NM5189	NMNM-105189	NMNM-105189	D. J. SIMMONS COMPANY LIMITED	OJITO SOUTH	NEW MEXICO	RIO ARriba
01	NM5189	NMNM-105189	NMNM-105189	D. J. SIMMONS COMPANY LIMITED	OJITO SOUTH	NEW MEXICO	RIO ARriba
01	79289A	NMSF-079289-A	CONOCO	R. L. MARTIN	28-7	NEW MEXICO	RIO ARriba
01	79290A	NMSF-079290-A	NMSF-079290-A	R. L. MARTIN	28-7	NEW MEXICO	RIO ARriba
01	79289A	NMSF-079289-A	CONOCO	R. L. MARTIN	28-7	NEW MEXICO	RIO ARriba
01	79289A	NMSF-079289-A	CONOCO	R. L. MARTIN	28-7	NEW MEXICO	RIO ARriba
01	79289A	NMSF-079289-A	CONOCO	R. L. MARTIN	28-7	NEW MEXICO	RIO ARriba
01	79290A	NMSF-079290-A	NMSF-079290-A	R. L. MARTIN	28-7	NEW MEXICO	RIO ARriba
01	79290A	NMSF-079290-A	NMSF-079290-A	R. L. MARTIN	28-7	NEW MEXICO	RIO ARriba
01	79290B	NMSF-079290-B	NMSF-079290-B	R. L. MARTIN	28-7	NEW MEXICO	RIO ARriba
01	NO1554	NO-G-0110-1554	NO-G-0110-1554	DJ SIMMONS INC.	BLANCO WASH	NEW MEXICO	SAN JUAN
01	NO1555	NO-G-0110-1555	NO-G-0110-1555	DJ SIMMONS INC.	BLANCO WASH	NEW MEXICO	SAN JUAN
01	NO1556	NO-G-0110-1556	NO-G-0110-1556	DJ SIMMONS INC.	BLANCO WASH	NEW MEXICO	SAN JUAN
01	E9895	NEW MEXICO ST OF E-9895-08	ST OF E-9895-08 NEW MEXICO	MONSANTO CHEMICAL COMPANY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	E9895	NEW MEXICO ST OF E-9895-08	ST OF E-9895-08 NEW MEXICO	MONSANTO CHEMICAL COMPANY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	E9895	NEW MEXICO ST OF E-9895-08	ST OF E-9895-08 NEW MEXICO	MONSANTO CHEMICAL COMPANY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	E9899	NEW MEXICO ST OF E-9899-8	STATE OF NM E-9899-8	MONSANTO CHEMICAL COMPANY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	OG1530	NEW MEXICO ST OF OG-1530-0	ST OF OG-1530-0 NEW MEXICO	PAN AMERICAN PETROLEUM COMPANY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	VB0542	NEW MEXICO ST OF VB-0542-01	VB-0542-01 ST OF NEW MEXICO	HIGH PLAINS PETROLEUM CORP	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899	NMSF-078899	NMSF-078899	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899	NMSF-078899	NMSF-078899	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899	NMSF-078899	NMSF-078899	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899	NMSF-078899	NMSF-078899	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899	NMSF-078899	NMSF-078899	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899A	NMSF-078899-A	NMSF-078899-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899A	NMSF-078899-A	NMSF-078899-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899A	NMSF-078899-A	NMSF-078899-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899A	NMSF-078899-A	NMSF-078899-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899	NMSF-078899	NMSF-078899	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899	NMSF-078899	NMSF-078899	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899A	NMSF-078899-A	NMSF-078899-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8899A	NMSF-078899-A	NMSF-078899-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF1101	NMSF-081101	NMSF-081101	TRUMAN D. WALKER	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	E3555	NEW MEXICO ST OF E-3555-01	ST OF E-3555-01 NEW MEXICO	W.H.ATKINS/B.T. BARRINGER	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	E9707	NEW MEXICO ST OF E-9707	ST OF E-9707 NEW MEXICO	PHILLIPS PETROLEUM COMPANY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	E9707	NEW MEXICO ST OF E-9707	ST OF E-9707 NEW MEXICO	PHILLIPS PETROLEUM COMPANY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	E9707	NEW MEXICO ST OF E-9707	ST OF E-9707 NEW MEXICO	PHILLIPS PETROLEUM COMPANY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NM1059	NMNM-31059	NMNM-31059	DOROTHY GOURLEY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NM1059	NMNM-31059	NMNM-31059	DOROTHY GOURLEY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NM1059	NMNM-31059	NMNM-31059	DOROTHY GOURLEY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NM3031	NMNM-033031	NMNM-033031	BIXCO INC.	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NM3031	NMNM-033031	NMNM-033031	BIXCO INC.	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF1028	NMSF-081028-A	NMSF-081028-A	DIXIE D. FLOOD	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF1028	NMSF-081028-A	NMSF-081028-A	DIXIE D. FLOOD	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NO7472	NOO-C-14-20-7472	NOO-C-14-20-7472	DA-ON-PAH MOG	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NM3047	NMNM-033047	NMNM-033047	J.GREGORY MERRION/BAYLESS	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NM6476	NMNM-16476	NMNM-16476	DUGAN PRODUCTION CORPORATION	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8391	NMSF-078391-C	NMSF-078391-C	RALPH G. ROBERTSON JR.	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8391	NMSF-078391-C	NMSF-078391-C	RALPH G. ROBERTSON JR.	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	S80245	NMSF-080245-B	NMSF-080245-B	DJ SIMMONS INC.	29-9 TOWNSHIP PROSPECT	NEW MEXICO	SAN JUAN
01	SF0800	NMSF-080000-A	NMSF-080000-A	MRS. LENIS A. SHANE	29-9 TOWNSHIP PROSPECT	NEW MEXICO	SAN JUAN
01	SF0800	NMSF-080000-A	NMSF-080000-A	MRS. LENIS A. SHANE	29-9 TOWNSHIP PROSPECT	NEW MEXICO	SAN JUAN
01	80247A	NMSF-080247-A	NMSF-080247-A	DAVID M. WARREN	29-9 TOWNSHIP PROSPECT	NEW MEXICO	SAN JUAN
01	80247A	NMSF-080247-A	NMSF-080247-A	DAVID M. WARREN	29-9 TOWNSHIP PROSPECT	NEW MEXICO	SAN JUAN
01	SF0800	NMSF-080000-A	NMSF-080000-A	MRS. LENIS A. SHANE	29-9 TOWNSHIP PROSPECT	NEW MEXICO	SAN JUAN
01	SF0800	NMSF-080000-A	NMSF-080000-A	MRS. LENIS A. SHANE	29-9 TOWNSHIP PROSPECT	NEW MEXICO	SAN JUAN
01	S80245	NMSF-080245-B	NMSF-080245-B	DJ SIMMONS INC.	29-9 TOWNSHIP PROSPECT	NEW MEXICO	SAN JUAN
01	SF8897	NMSF-078897-A	NMSF-078897-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8897	NMSF-078897-A	NMSF-078897-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8897	NMSF-078897-A	NMSF-078897-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8897	NMSF-078897-A	NMSF-078897-A	SIBYL ONEDA HOLLOWAY	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NO1311	NO-G-9811-1311	NO-G-9811-1311	MARILYN COLEMAN	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NO1348	NO-G-9904-1348	NO-G-9904-1348	MARILYN LEASE	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF0384	NMSF-080384-B	NMSF-080384-B	C. A. SLATER	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF8944	NMSF-078944-A	NMSF-078944-A	JOHN C. DAUN	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF0384	NMSF-080384-B	NMSF-080384-B	C. A. SLATER	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	SF0238	NMSF-080238-A	NMSF-080238-A	BEULAH MORGAN	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NO7481	NOO-C-14-20-7481	NOO-C-14-20-7481	DOMO PETROLEUM CORPORATION	GALLEGOS WASH	NEW MEXICO	SAN JUAN
01	NO1774	NO-G-1008-1774	NO-G-1008-1774	DJ SIMMONS INC.	BLANCO WASH	NEW MEXICO	SAN JUAN
01	SF7824	NMSF-078243	NMSF-078243	ED W. OWEN	OWEN PROSPECT (RODDY)	NEW MEXICO	SAN JUAN
01	CHCO01	CHRISTINA CORPORATION	CHRISTINA CORPORATION	DJ SIMMONS INC.	N FARMINGTON LAKE	NEW MEXICO	SAN JUAN
01	SF4703	NMSF-047039-B	NMSF-047039-B	KUTZ CANYON OIL & GAS	KUTZ	NEW MEXICO	SAN JUAN
01	SF4703	NMSF-047039-B	NMSF-047039-B	KUTZ CANYON OIL & GAS	KUTZ	NEW MEXICO	SAN JUAN
01	ABPA17	ABBOTT PAUL L. ET UX	PAUL L. ABBOTT	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	ASJO43	ASHBACK JOHN AND JOAN TRUST	JOHN AND JOAN ASHBACK TRUST	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	BEJA22	BEATTY JANICE C	JANICE C. BEATTY	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	BEKA01	BEJANAR KATHARINE	KATHARINE BEJANAR	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	BPOE08	BENEVOLENT & PROTECTIVE ORDER	BENEVOLENT & PROTECTIVE ORDER	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	BRCH15	BROTHERS CHARLES R.	CHARLES R. BROTHERS	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	BRLA50	BREWER LAWRENCE A TRUST	LAWRENCE A. & NANCY R BREWER TR	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	BRRU60	BROWN RUBY H. TRUST	RUBY H. BROWN TRUST	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	CHIL14	CHILDHAVEN INC.	CHILDHAVEN INC.	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	CIFA16	CITY OF FARMINGTON	CITY OF FARMINGTON	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	CIFA16	CITY OF FARMINGTON	CITY OF FARMINGTON	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN

[illegible][illegible]

**LEASES**

CO	Lease #	Lease Name	Lessor	Lessee	Prospect	State	County
01	KARE58	KAIME REVOCABLE TRUST	KAIME REVOCABLE TRUST	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	KEAR70	KENNEDY ARLINGTON B	ARLINGTON B. KENNEDY	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	LOB06	LOCK BILLY ET UX	BILLY LOCK AND PEARL LOCK	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	MCDE77	MCGAHA DERICK R	DERICK R. MCGAHA	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	MCDE77	MCGAHA DERICK R	DERICK R. MCGAHA	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	MCT139	MCTHIAS TIMOTHY ET UX	TIMOTHY & ANGELA MCTHIAS	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	MEOI81	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	NEAL33	NELSON ALAN P. ET UX	ALAN P NELSON ET UX	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	NEKE36	NEWLAND KENNETH ET UX	KENNETH NEWLAND ET UX	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	PAPA24	PACHECO PAUL ET UX	PAUL & SYLVIA PACHECO	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	PEBO35	PERRY BOYCE C. ET UX	BOYCE C. PERRY ET UX	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	PRME47	PRESBYTERIAN MEDICAL SERVICES	PRESBYTERIAN MEDICAL SERVICES	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	ROMI68	ROSE MICHAEL L. ET UX	MICHAEL L. ROSE & LILLIAN M.	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	SAJU45	SAN JUAN COUNTY	SAN JUAN COUNTY	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	SCDE71	SCHULTE DEANNA K.	DEANNA K. SCHULTE	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	SNIR78	SNOW IRA EUGENE ET UX	IRA EUGENE & WANATA SNOW	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	SODO32	SODERBERG DONALD ET UX	DONALD SODERBERG ET UX	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	SRCR46	SRI S CRAM TRUST	THE SRI S CRAM TRUST	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	STNM42	THE STATE OF NEW MEXICO	STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	THMA10	THORPE MARTIN	MARTIN THORPE	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	TOAL74	TORRES ALICE	ALICE TORRES	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	TOGA75	TORRES GARY LEE	GARY LEE TORRES	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	TOKE49	TOLBERT L. KENNETH ET UX	KENNETH L & MARGE L TOLBERT	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	USAG03	US AGBANK FCB	US AGBANK FCB	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	VAJA54	VALDEZ JAMES	JAMES VALDEZ	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACA82	WALSH CAROL L.	CAROL L. WALSH	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACA82	WALSH CAROL L.	CAROL L. WALSH	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACA82	WALSH CAROL L.	CAROL L. WALSH	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACA82	WALSH CAROL L.	CAROL L. WALSH	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACA82	WALSH CAROL L.	CAROL L. WALSH	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACA82	WALSH CAROL L.	CAROL L. WALSH	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACA82	WALSH CAROL L.	CAROL L. WALSH	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACA82	WALSH CAROL L.	CAROL L. WALSH	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WACH23	WARREN CHRISTOPHER W.	CHRISTOPHER W. WARREN	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WAF448	WALTERS FAMILY REVOCABLE TR	WALTERS FAMILY REV TRUST	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WAJA73	WAITE JAMES MICHAEL ET UX	JAMES MICHAEL WAITE ET UX	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WAMI31	WALKER MICHAEL D. ET UX	MICHAEL D. WALKER ET UX	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WEST55	WESTMAN/MONETTE LIVING TR	WESTMAN/MONETTE LIVING TR	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WEST78	WESTMAN/MONETTE LIVING TR	WESTMAN/MONETTE LIVING TR	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WIDE19	WILSON DELORES A. TRUST	DELORES A. WILSON LIVING TR	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	WIHA09	WILSON HADDON & KATHLEEN TR	HADDON & KATHLEEN TR WILSON	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	YAJU18	ABBOTT PAUL L. ET UX	JUDITH A. YANCY	RICHARDSON PRODUCTION COMPANY	GLADE PARK	NEW MEXICO	SAN JUAN
01	ZURO40	ZUBROD RODNEY ET UX	RODNEY & SHARON ZUBROD	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN
01	MEOI81	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	GLADE PARK	NEW MEXICO	SAN JUAN



OCD Case 16206  
Application of the OCD Compliance and Enforcement Bureau for a Compliance  
Order against D.J. Simmons, Inc.

**Pre-Hearing Statement of Edward B. Cordes,**  
**Chapter 11 Trustee of D.J. Simmons, Inc.**

**EXHIBIT 3**  
**Schedule of Liabilities – D.J. Simmons, Inc.**

**Fill in this information to identify the case:**Debtor name D.J. Simmons, Inc.United States Bankruptcy Court for the: DISTRICT OF COLORADO, DENVER DIVISION

Case number (if known) \_\_\_\_\_

☒ Check if this is an amended filing
**Official Form 206D****Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible.

**1. Do any creditors have claims secured by debtor's property?**
☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.

☒ Yes. Fill in all of the information below.
**Part 1: List Creditors Who Have Secured Claims**

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

**2.1 Bank of Oklahoma**

Creditor's Name

Describe debtor's property that is subject to a lien

Column A

Amount of claim

Do not deduct the value of collateral.

**\$9,156,050.00**

Column B

Value of collateral that supports this claim

**\$6,201,532.00****1 One Williams Ctr  
Tulsa, OK 74172-0140**

Creditor's mailing address

Describe the lien

**See D.J. Simmons Company, LP Schedule D**

Is the creditor an insider or related party?

☒ No

☐ Yes

Is anyone else liable on this claim?

☐ No

☒ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an interest in the same property?

☒ No

☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:

Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

**\$9,156,050.00****Part 2: List Others to Be Notified for a Debt Already Listed in Part 1**

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address

On which line in Part 1 did you enter the related creditor?

Last 4 digits of account number for this entity

**Donald Allen  
1700 N Lincoln St Ste 4550  
Denver, CO 80203-4509**Line 2.1**James Askew  
320 Gold Ave SW, Ste. 300A  
Albuquerque,**Line 2.1

## Fill in this information to identify the case:

Debtor name **D.J. Simmons, Inc.**United States Bankruptcy Court for the: **DISTRICT OF COLORADO, DENVER DIVISION**

Case number (if known) \_\_\_\_\_

☒ Check if this is an amended filing

## Official Form 206E/F

## Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with **PRIORITY** unsecured claims and Part 2 for creditors with **NONPRIORITY** unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with **PRIORITY** Unsecured Claims

## 1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

☐ No. Go to Part 2.

☒ Yes. Go to line 2.

## 2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

Total claim      Priority amount

2.1 Priority creditor's name and mailing address

**Colorado Oil & Gas Severance Tax****1120 N Lincoln St Ste 801  
Denver, CO 80203-2137**

Date or dates debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Specify Code subsection of **PRIORITY**  
unsecured claim: 11 U.S.C. § 507(a) (8)

As of the petition filing date, the claim is:

Check all that apply.

☐ Contingent

☒ Unliquidated

☐ Disputed

Basis for the claim: \_\_\_\_\_

Is the claim subject to offset?

☒ No

☐ Yes
**\$8,596.00****\$8,596.00**

2.2 Priority creditor's name and mailing address

**Colorado State Payroll Tax  
Colorado State Treasurer  
PO Box 956  
Denver, CO 80201-0956**

Date or dates debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Specify Code subsection of **PRIORITY**  
unsecured claim: 11 U.S.C. § 507(a) (8)

As of the petition filing date, the claim is:

Check all that apply.

☐ Contingent

☒ Unliquidated

☐ Disputed

Basis for the claim: \_\_\_\_\_

Is the claim subject to offset?

☒ No

☐ Yes
**\$578.00****\$578.00**

Debtor	<b>D.J. Simmons, Inc.</b> Name		Case number (if known)
2.3	Priority creditor's name and mailing address <b>Federal Unemployment Tax IRS PO Box 7704 San Francisco, CA 94120-7704</b>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	<div style="border-bottom: 1px solid black; display: inline-block; width: 40%;">\$97.77</div> <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;">\$97.77</div>
	Date or dates debt was incurred	Basis for the claim:	
	Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
2.4	Priority creditor's name and mailing address <b>New Mexico Oil and Gas Severance Tax New Mexico Taxation &amp; Revenue Dpt PO Box 25127 Santa Fe, NM 87504-5127</b>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	<div style="border-bottom: 1px solid black; display: inline-block; width: 40%;">\$11,988.00</div> <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;">\$11,988.00</div>
	Date or dates debt was incurred	Basis for the claim:	
	Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
2.5	Priority creditor's name and mailing address <b>New Mexico Out of State Owner Tax NM Tax and Revenue Dept NMOGP PO Box 25123 Santa Fe, NM 87504-5123</b>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	<div style="border-bottom: 1px solid black; display: inline-block; width: 40%;">\$1,943.00</div> <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;">\$1,943.00</div>
	Date or dates debt was incurred	Basis for the claim:	
	Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
2.6	Priority creditor's name and mailing address <b>New Mexico State Payroll Tax New Mexico Tax &amp; Revenue PO Box 2308 Santa Fe, NM 87504-2308</b>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	<div style="border-bottom: 1px solid black; display: inline-block; width: 40%;">\$2,509.00</div> <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;">\$2,509.00</div>
	Date or dates debt was incurred	Basis for the claim:	
	Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Debtor **D.J. Simmons, Inc.**

Case number (if known)

<div style="border: 1px solid black; padding: 2px; width: 50px; float: left;">2.7</div> <div style="clear: both;"></div>	Priority creditor's name and mailing address <b>New Mexico State Unemployment Tax</b> <b>NM State Department of Workforce Solutio</b> <b>PO Box 2281</b> <b>Albuquerque, NM 87103-2281</b> <hr/> Date or dates debt was incurred <hr/> Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <hr/> Basis for the claim: <hr/> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 2px 10px;"><b>\$366.67</b></div> <div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 2px 10px;"><b>\$366.67</b></div>
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<div style="border: 1px solid black; padding: 2px; width: 50px; float: left;">2.8</div> <div style="clear: both;"></div>	Priority creditor's name and mailing address <b>Utah Mineral and Oil Conservation Tax</b> <b>Utah State Tax Commission</b> <b>210 N 1950 W</b> <b>Salt Lake City, UT 84134-9000</b> <hr/> Date or dates debt was incurred <hr/> Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <hr/> Basis for the claim: <hr/> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 2px 10px;"><b>\$1,533.00</b></div> <div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 2px 10px;"><b>\$1,533.00</b></div>
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**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

3.1	Nonpriority creditor's name and address <b>MVCI</b> <b>P.O. Box 2326</b> <b>Farmington, NM 87499</b>	As of the petition filing date, the claim is: Contingent Unliquidated Disputed	Amount of claim <b>\$450.00</b>
Is the claim subject to offset: No			

<div style="border: 1px solid black; padding: 2px; width: 50px; float: left;">3.2</div> <div style="clear: both;"></div>	Nonpriority creditor's name and mailing address <b>Alsco</b> <b>PO Box 1268</b> <b>Farmington, NM 87499-1268</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 2px 10px;"><b>\$224.48</b></div>
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<div style="border: 1px solid black; padding: 2px; width: 50px; float: left;">3.3</div> <div style="clear: both;"></div>	Nonpriority creditor's name and mailing address <b>American Express</b> <b>PO Box 650448</b> <b>Dallas, TX 75265-0448</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 2px 10px;"><b>\$840.51</b></div>
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Debtor	D.J. Simmons, Inc. Name	Case number (if known)	
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3.4	<b>Nonpriority creditor's name and mailing address</b> <b>City of Farmington</b>  <b>PO Box 712569</b> <b>Denver, CO 80271-2569</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <span style="float: right;"><b>\$624.45</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Utilities</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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3.6	<b>Nonpriority creditor's name and mailing address</b> <b>Conoco Phillips</b>  <b>21873 Network Pl</b> <b>Chicago, IL 60673-1218</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <span style="float: right;"><b>unknown</b></span> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: ____</b> Is the claim subject to offset? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
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3.7	<b>Nonpriority creditor's name and mailing address</b> <b>Empire Electric</b>  <b>PO Box K</b> <b>Cortez, CO 81321-0676</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <span style="float: right;"><b>unknown</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: ____</b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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3.8	<b>Nonpriority creditor's name and mailing address</b> <b>Enterprise Field Services</b>  <b>PO Box 974364</b> <b>Dallas, TX 75397-4364</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <span style="float: right;"><b>unknown</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: ____</b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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3.9	<b>Nonpriority creditor's name and mailing address</b> <b>Enterprise Fleet Management</b>  <b>7201 S Fulton St</b> <b>Centennial, CO 80112-3725</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <span style="float: right;"><b>\$11,235.00</b></span> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: <u>Truck Lease</u></b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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3.10	<b>Nonpriority creditor's name and mailing address</b> <b>Four Corners Community Bank</b>  <b>500 W Main St</b> <b>Farmington, NM 87401-8444</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <span style="float: right;"><b>\$893,928.00</b></span> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim: ____</b> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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Debtor **D.J. Simmons, Inc.**  
Name

Case number (if known)

3.11	<b>Nonpriority creditor's name and mailing address</b> <b>Imagenet Consulting</b>  <b>913 N Broadway Ave</b> <b>Oklahoma City, OK 73102-5810</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Copier</u></b>  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$67.36</b>
3.12	<b>Nonpriority creditor's name and mailing address</b> <b>Jeff Parkes</b>  <b>610 N Wall Ave</b> <b>Farmington, NM 87401-6008</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Deferred Compensation Plan</u></b>  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$29,081.00</b>
3.13	<b>Nonpriority creditor's name and mailing address</b> <b>John Byrom</b>  <b>1009 Ridgeway Pl</b> <b>Farmington, NM 87401-2092</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Deferred Compensation Plan</u></b>  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$87,383.00</b>
3.14	<b>Nonpriority creditor's name and mailing address</b> <b>Maria Hathcock</b>  <b>320 Misty Dr</b> <b>Aztec, NM 87410-1593</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Deferred Compensation Plan</u></b>  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$578.00</b>
3.15	<b>Nonpriority creditor's name and mailing address</b> <b>Nancy Walden</b>  <b>5909 Foothills Dr</b> <b>Farmington, NM 87402-4931</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Potential severance payment due July 2016</u></b>  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$30,000.00</b>
3.16	<b>Nonpriority creditor's name and mailing address</b> <b>Nancy Walden</b>  <b>5909 Foothills Dr</b> <b>Farmington, NM 87402-4931</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Deferred Compensation Plan</u></b>  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$4,778.00</b>
3.17	<b>Nonpriority creditor's name and mailing address</b> <b>New Mexico Gas Company</b>  <b>PO Box 173341</b> <b>Denver, CO 80217-3341</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is: Check all that apply.</b> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim: <u>Gas utility</u></b>  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$135.85</b>

Debtor **D.J. Simmons, Inc.**  
Name

Case number (if known)

**3.18** Nonpriority creditor's name and mailing address  
**PMI****PO Box 512**  
**Mills, WY 82644-0512**

Date(s) debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.***\$60.25**

- ☐
- Contingent
- 
- ☐
- Unliquidated
- 
- ☐
- Disputed

Basis for the claim:

Is the claim subject to offset? ☒ No ☐ Yes**3.19** Nonpriority creditor's name and mailing address  
**QEP Energy****1050 17th St Ste 800**  
**Denver, CO 80265-2008**

Date(s) debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.***\$566,979.49**

- ☐
- Contingent
- 
- ☐
- Unliquidated
- 
- ☐
- Disputed

Basis for the claim: Overpayment of gas salesIs the claim subject to offset? ☒ No ☐ Yes**3.20** Nonpriority creditor's name and mailing address  
**Rodney Seale****4908 Pinecroft**  
**Farmington, NM 87402-5217**

Date(s) debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.***\$10,101.00**

- ☐
- Contingent
- 
- ☐
- Unliquidated
- 
- ☐
- Disputed

Basis for the claim: Deferred Compensation PlanIs the claim subject to offset? ☒ No ☐ Yes**3.22** Nonpriority creditor's name and mailing address  
**Twin Stars, Ltd.****100 Iowa**  
**Bloomfield, NM 87413-5390**

Date(s) debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.***\$3,074.89**

- ☐
- Contingent
- 
- ☐
- Unliquidated
- 
- ☐
- Disputed

Basis for the claim:

Is the claim subject to offset? ☒ No ☐ Yes**3.23** Nonpriority creditor's name and mailing address  
**Walter Parks****401 Jenkins Ranch Rd**  
**Durango, CO 81301-6547**

Date(s) debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.***\$70,207.50**

- ☐
- Contingent
- 
- ☐
- Unliquidated
- 
- ☐
- Disputed

Basis for the claim: Deferred Compensation PlanIs the claim subject to offset? ☒ No ☐ Yes



Debtor **D.J. Simmons, Inc.**  
Name

Case number (if known)

**3.25** Nonpriority creditor's name and mailing address  
**Wright Express****PO Box 6293**  
**Carol Stream, IL 60197-6293**

Date(s) debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is: Check all that apply.

\$494.83

☐ Contingent☐ Unliquidated☐ Disputed

Basis for the claim:

Is the claim subject to offset? ☒ No ☐ Yes**Part 3: List Others to Be Notified About Unsecured Claims**

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the  
related creditor (if any) listed?Last 4 digits of  
account number, if  
any**Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims**

5. Add the amounts of priority and nonpriority unsecured claims.

5a. Total claims from Part 1

5b. Total claims from Part 2

5c. Total of Parts 1 and 2  
Lines 5a + 5b = 5c.

		<b>Total of claim amounts</b>
5a.	\$	<b>27,611.44</b>
5b.	+	<b>1,723,189.41</b>

5c.	\$	<b>1,750,800.85</b>
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State of New Mexico  
Energy, Minerals and Natural Resources Department  
Oil Conservation Division

OCD Case 16206

Application of the OCD Compliance and Enforcement Bureau for a Compliance  
Order against D.J. Simmons, Inc.

**Pre-Hearing Statement of Edward B. Cordes,**  
**Chapter 11 Trustee of D.J. Simmons, Inc.**

Edward B. Cordes, Chapter 11 Trustee of D.J. Simmons, Inc., hereby submits his Pre-Hearing Statement in connection with the hearing currently scheduled for June 28, 2018.

1. **Party.** Edward B. Cordes, Chapter 11 Trustee of D.J. Simmons, Inc. The Trustee is not currently represented by counsel in this matter.

2. **Statement of the Case.**

a. *Bankruptcy Proceedings*

D.J. Simmons, Inc. and two affiliates, D.J. Simmons Company Limited Partnership and Kimbeto Resources, LLC (jointly, the “**Debtors**”) filed petitions under Chapter 11 of the Bankruptcy Code on March 1, 2016, pending in the United States Bankruptcy Court for the District of Colorado, under jointly administered case number 16-11763. Mr. Cordes was appointed as the Chapter 11 Trustee for all three entities by orders entered on July 13, 2017.

The Trustee is charged with maximizing the value of the assets of the bankruptcy estates for the benefit of the creditors of the Debtors, including D.J. Simmons, Inc. D.J. Simmons, Inc. is indebted to its primary lender, Bank of Oklahoma, for amounts in excess of \$10 million.

In furtherance of those obligations, the Trustee promptly commenced a marketing process for the assets of the Debtors. The Trustee worked with Rod Seale, the President of the Debtors to secure an understanding of the assets, operations, revenues, and plugging & abandonment and reclamation obligations, and to package the assets for sale. The Trustee established a drop box of information relevant to all of the Debtors’ assets, and solicited offers from approximately 80 potential purchasers who were the logical purchasers of the assets. The Trustee required all offers to be submitted by January, 2018.

b. *Pending Sale of New Mexico Properties*

The Trustee received several offers for the primary operating assets in New Mexico (the "New Mexico Properties"). After further discussions, the Trustee accepted the leading offer, from Hilcorp San Juan, LP ("Buyer"). Attached as Exhibit 1 is the original offer letter submitted by Hilcorp. The Trustee has concluded negotiations of the terms of the asset sale to the Buyer. Attached as Exhibit 2 Purchase and Sale Agreement negotiated with the Buyer. The proposed Lease Assignment attached to the Purchase and Sale Agreement as Exhibit D makes clear that the Buyer agrees to assume all express and implied obligations under the Leases, which, of course, includes completion of plugging, abandonment, and reclamation obligations.

The Buyer had requested a diligence contingency in the contract, which the Trustee was unwilling to agree to, as it is more common in bankruptcy proceedings to present only unconditional, binding contracts for Court approval. Bankruptcy Counsel to the Trustee was advised, by in-house counsel to the Buyer, on Thursday, July 5, that the Buyer was reviewing the final proposed list of wells and contracts to be assigned to the Buyer, and anticipated the purchase contract would be signed no later than Monday, July 9.

As reflected in Exhibit 2, the final agreed purchase price for the New Mexico Assets which are the subject of the Purchase and Sale Agreement is \$2,800,000. From the offers received, the New Mexico Assets are the most valuable assets of the Debtors' estates, and a loss of the ability to sell those assets would be devastating to the Debtors and their creditors.

The Trustee has recently received a backup offer for a substantial portion of the same assets, which the Trustee will pursue, should the negotiations with the Buyer fail to result in an executed contract. The Trustee anticipates the Purchase and Sale Agreement will be finalized, approved by the Bankruptcy Court, and closed by September 15, 2018.

*c. Impact of Sale on Bankruptcy Estate and OCD*

D.J. Simmons, Inc. is insolvent. Attached as Exhibit 3 are the Schedules of Liabilities filed by the Debtor in its bankruptcy case. The Schedules reflect that the Debtor is indebted to its primary secured lender, Bank of Oklahoma, in a scheduled amount of \$9,156,050, and to general unsecured creditors in the amount of \$1,750,800.85. The total value of the assets of the Debtor are a fraction of the Debtor's obligations to these creditors. Thus, the sale of the New Mexico Assets is a material and significant transaction which will result in a meaningful distribution to the Debtor's creditors. At the same time, ownership of the New Mexico Assets will be assumed by the Buyer, which will assume responsibility for all operating obligations of the Debtor related to the New Mexico Assets, including plugging and abandonment obligations. Thus, the value of the bankruptcy estate will be maximized for the benefit of creditors, and operation will be assumed by a solvent operator with the ability to fulfill all regulatory obligations.

*d. Relief Requested by Bureau as a Violation of the Bankruptcy Automatic Stay*

The Bureau requests entry of an order directing the Debtors to suspend production on all current producing wells until operations are brought into P&A compliance. The relief the

Bureau requests exceeds the presumptive governmental exception to the automatic stay set forth in Section 362(b)(4) of the Bankruptcy Code.

The § 362 automatic stay prevents the continuance or commencement of actions against a bankrupt debtor's estate, subject to certain limited exceptions. 11 U.S.C. § 362(a). The governmental exception allows the commencement or continuation of an action by a governmental unit to enforce its police or regulatory power, "including the enforcement of a judgment other than a money judgment" obtained through the unit's police or regulatory power. 11 U.S.C. § 362(b)(4). This exception, however, does not extend to permit enforcement of money judgments, even if obtained through an action not subject to the stay. *In re Commonwealth Oil Refining Co.*, 805 F.2d 1175, 1183 (5th Circuit 1986). The rationale behind this "exception to the exception" is that, while the government has an interest in enforcing its regulatory and police powers, to permit enforcement of monetary judgments would extend beyond those powers, allow the government to withdraw funds from which all creditors are entitled to share, and give the government preferential treatment to the detriment of all other creditors. *Id.*

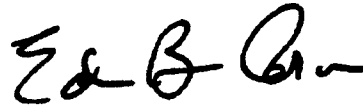
To determine whether a governmental action qualifies for exemption from the automatic stay, courts have two tests: the "public policy" test and the "pecuniary purpose" test. *Eddleman v. U.S. Dep't of Labor*, 923 F.2d 782, 791 (10th Cir. 1991); *see also In re JSS of Albuquerque, LLC*, 2017 Bankr. LEXIS 2255 at \*10 (Bankr. N.M. August 10, 2017) (applying the public policy and pecuniary purpose tests in the context of consumer protection). The public policy test examines whether an action is aimed at effectuating public policy or at adjudicating private rights—actions taken to advance private rights are not subject to the stay. *Id.* Under the pecuniary purpose test, "the court asks whether the government's proceeding relates primarily to the protection of the government's pecuniary interest in the debtor's property and not to matters of public policy. *Id.* An important consideration under the pecuniary purpose test is whether "the specific acts the government wishes to carry out would result in an economic advantage to the government *vis a vis* other creditors of the debtor's estate." *In re Commonwealth Cos.*, 913 F.2d 518, 523 (8th Cir. 1990). Instances, therefore, in which a governmental act would tend to reduce assets of an estate available for all creditors to share, even under the guise of an exercise of regulatory or police powers, are not subject to a presumed exemption from the automatic stay.

In this case, the Bureau seeks an injunction against production at all wells belonging to the estate until such time as a limited number of non-producing wells are brought into compliance. The Trustee has negotiated a sale of all of the Debtors' operations in New Mexico, including the wells which are the subject of the pending compliance proceeding. Execution of the sales contract is imminent. An injunction preventing further production from those wells, however, will reduce the value of these wells to zero and destroy the pending sale. The Bureau's proposed injunction has the immediate result of harming other creditors of the Debtors' estates, gives the Bureau an advantage in the form of regulatory blackmail, and is an impermissible expansion of the Bureau's authority beyond the limited exemption from the automatic stay applicable to regulatory proceedings.

3. **Names of Witnesses.** Mr. Cordes will call Rod Seale, President of D.J. Simmons, Inc., and himself, as witnesses in this matter.
4. **Time to Present Case.** Mr. Cordes anticipates requiring two hours for presentation of his case.
5. **Procedural Matters to be Resolved Prior to Hearing.**
  - a. ***Relief from Stay.*** For the reasons set forth above, the Bureau is in violation of the automatic stay applicable to D.J. Simmons, Inc. as a result of its bankruptcy filing. The hearing may not proceed until the Bureau secures appropriate relief from the Bankruptcy Court.
  - b. ***Request for Continuance.*** The Trustee has requested a continuation of the hearing premised on the pending sale of the applicable properties, and the assumption of all P&A obligations by the purchaser. If the request for continuance has not been ruled upon prior to the hearing, that request should be addressed at the commencement of the hearing.

Dated July 5, 2018.

D.J. Simmons, Inc.



By: \_\_\_\_\_  
Edward B. Cordes, Chapter 11 Trustee

Sworn Statement of the Trustee

STATE OF COLORADO                    )  
  )     ss.  
County of Arapahoe                    )

Edward B. Cordes hereby attests that I am the duly appointed Chapter 11 Trustee of the bankruptcy estate of D.J. Simmons, Inc., in its Bankruptcy Case pending in the United States Bankruptcy Court for the District of Colorado, under jointly administered case number 16-11763. I hereby affirm that I am the authorized representative of D.J. s, Inc. for purposes of this regulatory proceeding.

Date: July 5, 2018

D.J. Simmons, Inc.

*E B Cordes*

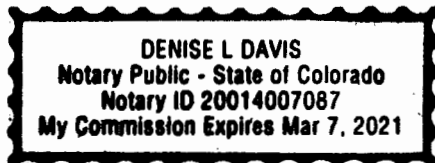
By: \_\_\_\_\_

Edward B. Cordes, Chapter 11 Trustee

Subscribed and sworn to before me this 5<sup>th</sup> day of July, 2018.

Witness my hand and official seal.

My commission expires: 3-7-21



*Denise L Davis*  
\_\_\_\_\_  
Notary Public