

From: Randy Howard <rhoward@nearburg.com>
Sent: Tuesday, October 14, 2014 12:08 PM
To: Brent Sawyer
Cc: Aaron Myers; Kelly Fuchik; Ryan Owen; John Turro; Kathie Craft
Subject: RE: Way South State Com #4H
Attachments: 4273_001.pdf

Brent,

I assume you still plan on coming to Nearburg's office tomorrow around 2PM. We would like to also visit with you about the attached Assignment while you are here, and I wanted to give you a heads-up in that regard. John and I will be meeting on behalf of Nearburg. Please advise who will be here from COG's office.

Thank you,

Randy Howard
Land Manager
Nearburg Producing Company
432-818-2914 (direct line)
432-599-0382 (cell)

From: Brent Sawyer [mailto:BSawyer@concho.com]
Sent: Thursday, October 02, 2014 7:58 AM
To: Randy Howard
Cc: Aaron Myers; Kelly Fuchik; Ryan Owen; John Turro; Kathie Craft
Subject: RE: Way South State Com #4H

Randy:

Sounds good to me. How about Wednesday Oct. 15th in the afternoon? 2:00?

Thanks
Brent

From: Randy Howard [mailto:rhoward@nearburg.com]
Sent: Wednesday, October 01, 2014 5:17 PM
To: Brent Sawyer; Kathie Craft
Cc: Aaron Myers; Kelly Fuchik; Ryan Owen; John Turro
Subject: RE: Way South State Com #4H

Brent,

I am probably the one you need to meet with. I am tied up this week and will only be in Wednesday thru Friday of next week (NMOGA). If possible, can we try to schedule something around October 15th? We have done some research but not quite finished.

Thank you,

Randy Howard
Land Manager
Nearburg Producing Company
818-2914 (direct line)
432-599-0382 (cell)

From: Brent Sawyer [mailto:BSawyer@concho.com]
Sent: Tuesday, September 30, 2014 4:04 PM
To: Kathie Craft
Cc: Randy Howard; Aaron Myers; Kelly Fuchik; Ryan Owen
Subject: RE: Way South State Com #4H

Kathie:

To be clear, what I am envisioning is Nearburg ratifying the existing JOAs as to the one appropriate section only, not the entire contract area(s).

Thanks
Brent

From: Brent Sawyer
Sent: Tuesday, September 30, 2014 3:46 PM
To: 'Kathie Craft'
Randy Howard; Aaron Myers; Kelly Fuchik; Ryan Owen
Subject: RE: Way South State Com #4H

Kathie:

If it would be helpful for me to meet in person at your office to review all of this, I would be pleased to do so. I think we are close to getting everything worked out on these two sections and would really like to finish them off.

I would like some feedback on our proposed form of APO re-assignment, since the farmout agreement(s) are silent on them.

I also hope is going to be possible for you to join our existing JOAs on the Way South/FUN State and Cluster sections instead of using the ones attached to the farmouts so we won't have to operate under two separate JOAs.

I can go ahead and send the re-assignments around for approval and signature, but I think it would be better for everyone if we at least have a discussion about these items before I do that.

Thanks
Brent

From: Kathie Craft [mailto:kcraft@nearburg.com]
Sent: Tuesday, September 30, 2014 2:47 PM
To: Randy Howard; Brent Sawyer
Subject: Way South State Com #4H

Term Assignment of Oil and Gas Lease

For consideration paid, the receipt and sufficiency of which are hereby acknowledged, Nearburg Exploration Company, L.L.C. ("Assignor"), whose address is P. O. Box 823085, Dallas, Texas 75382-3085, does hereby grant, bargain, sell, assign and convey to Marbob Energy Corporation ("Assignee"), whose address is P.O. Box 227, Artesia, New Mexico 88211-0227, subject to the terms and provisions and the exceptions and reservations hereinafter set forth, the entire interest in and to that certain oil and gas lease (the "Lease") from State of New Mexico, as Lessor, to Nearburg Exploration Company, L.L.C., as Lessee, State of New Mexico Serial No. VO-7450 dated July 1, 2005, covering the following described lands in Eddy County, New Mexico:

Township-26-South, Range-28-East, N.M.P.M.

Section 20: W/2
 containing 320.00 acres, more or less,
 limited to the interval from the surface
 down to the base of the Bone Spring Formation,
 as defined in the Unit Agreement hereinafter described;

together with such contractual rights, easements, rights of way and other rights held by Assignor as are necessary or convenient to the development and operation of said lands for the production of oil and gas (the interest and other rights being assigned hereby being collectively referred to herein as the "Subject Interests"). Assignor expressly retains such rights and easements as may be necessary to its own development and operation of the lands and depths covered by said lease that are not conveyed hereby, or which may revert to Assignor as hereinafter provided.

This Assignment is made subject to all royalty, overriding royalty and other burdens affecting the Subject Interests. In addition, Assignor excepts from this Assignment and reserves to itself an overriding royalty interest equal to the difference between (a) twenty-five percent (25%) of 3/8 of the oil and gas that may be produced, saved and marketed from said lands and (b) the aggregate of all royalty, overriding royalty, production payment and other non-cost-bearing interests now existing as burdens against the interest assigned hereby. The overriding royalty interest (i) shall be computed and paid at the same time and in the same manner as royalty payable to the lessor under the terms of the applicable oil and gas lease is computed and paid, (ii) shall bear its proportionate share of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom, and (iii) shall be proportionately reduced if and to the extent that this Assignment conveys to Assignee less than the full and undivided oil and gas working interest leasehold in such lands or any part thereof. The reservation of the overriding royalty interest shall imply no leasehold preservation, drilling or development obligation on the part of Assignee. No change in the ownership of the overriding royalty interest shall be binding on Assignee until Assignee has been furnished either the original, a certified copy, or a legible reproduced copy of the recorded instrument or instruments effecting the change in ownership.

The rights and interests assigned hereby shall be limited to a term commencing on the effective date hereof and extending so long thereafter as the Lease remains subject to the Unit Agreement hereinafter described, according to the terms of the Unit Agreement; provided, however, that if, at any time before the discovery of a deposit of unitized substances capable of being produced in paying quantities, as defined in the Unit Agreement, has been made on lands embraced by said Unit Agreement, and before the expiration of the primary term of the Lease, Assignee shall decide not to continue drilling operations in an effort to establish such production, Assignee agrees to so notify Assignor and thereupon, at the request of Assignor, promptly reassign to Assignor all of the right, title and interest in and to the Lease assigned hereby, free and clear of all liens, encumbrances and burdens other than those in effect as of the date of execution hereof. Should the lands covered by the Lease be eliminated from the unit area of said Unit Agreement after the end of the primary term of the Lease, but the Unit Agreement remains in effect according to its terms as to any of the land embraced thereby, Assignor shall nevertheless continue to be entitled to an overriding royalty interest in oil and gas produced from the land remaining subject to the Unit Agreement equivalent to that to which Assignor was entitled before such elimination, and shall likewise continue to have access, and shall be entitled to receive Well Information Requirements concerning any well thereafter drilled on lands that remains covered by the Unit Agreement as herein provided; and Assignee agrees upon Assignor's request in such event to execute and deliver to Assignor a recordable assignment evidencing such continuing overriding royalty interest.

During the drilling of any well located on the Subject Interests or on lands covered by the Unit Agreement, Assignor's authorized representatives shall have access at all times to each well, but such access shall be at Assignor's sole risk and expense. In addition, Assignor shall have access to all cores, cuttings, logs and other information of whatever nature obtained during the drilling of such well. Assignee further agrees to furnish Assignor daily drilling reports and other pertinent well information and data as specified in the "Well Information Requirements" attached hereto and made a part hereof as Exhibit "A", with respect to all wells drilled on the Subject Interests or on lands covered by the Unit Agreement.

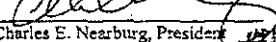
The Subject Interests and Assignor's reserved overriding royalty interest shall, during the term of this Assignment and not thereafter, be subject to the terms and provisions of that certain Unit Agreement for the Development and Operation of the SRO Unit Area, Eddy County, New Mexico (the "Unit Agreement"), dated May 8, 2009. Oil and gas produced from lands embraced by said Unit Agreement shall be allocated to the Subject Interests and to Assignor's overriding royalty interest as provided therein, and oil and gas production and operations on any such lands shall, while the Subject Interests remain subject to the Unit Agreement, be considered as though taking place on the lands described in the lease or leases assigned hereby (except for purposes of the allocation of oil and gas produced therefrom).

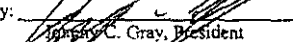
Assignor warrants and agrees to defend title to the interests assigned hereby against all persons claiming or to claim the same by, through and under Assignor but not otherwise. This assignment shall be binding on the parties hereto and their respective successors and assigns.

Executed on the dates of Assignor's and Assignee's respective acknowledgments annexed hereto, but effective as of July 1, 2009.

Nearburg Exploration Company, L.L.C.

Marbob Energy Corporation

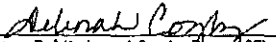
by: 
Charles E. Nearburg, President

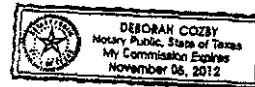
by: 
Johnny C. Gray, President

APCD
BE
TS
TGTG
LP
ADD

STATE OF TEXAS)
COUNTY OF DALLAS)


This instrument was acknowledged before me on this 24 day of August, 2009 by Charles E. Nearburg, President of Nearburg Exploration Company, L.L.C., a Texas limited liability company, on behalf of said company.


Notary Public in and for the State of Texas



STATE OF NEW MEXICO)
COUNTY OF ~~LEA~~)
Eddy

This instrument was acknowledged before me on this 27 day of August, 2009 by Johnny C. Gray, President of Marbob Energy Corporation, a New Mexico corporation, on behalf of said corporation.

 OFFICIAL SEAL
Nancy T. Agnew
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 7/5/11

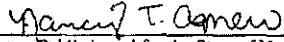

Notary Public in and for the State of New Mexico

Exhibit "A"

Attached to and made a part of that certain Term Assignment dated effective July 1, 2009, Nearburg Exploration Company, L.L.C., Assignor, Marbob Energy Corporation, Assignee

WELL INFORMATION REQUIREMENTS

Well Name:
Footage Location:
County/State: Lea/New Mexico
Operator: Marbob Exploration Company

Operator agrees to furnish to Nearburg Exploration Company, L.L.C. and Nearburg Producing Company the information requested herein, to reasonably observe the requests made herein by Nearburg, and to allow Nearburg the rights and privileges set forth below.

A. DRILLING AND MUDLOGGER REPORTS:

Copies of any and all daily drilling and mudlogger reports containing current depth and status, general summary, deviation surveys, mud properties, daily and cumulative costs, background gas and drilling break intervals in which a show is present with a description of show and the lithology containing the show. Daily well and mudlogger reports should be e-mailed daily by 10:30 a.m. CST and, if requested, a weekly recap mailed/faxed to the following:

NEARBURG EXPLORATION COMPANY, L.L.C.
Drilling Reports
3300 N. "A" Street, Building 2, Suite 120
Midland, Texas 79705
Attn: Sarah Jordan sjordan@nearburg.com
FAX: (432) 687-4130

NEARBURG EXPLORATION COMPANY, L.L.C.
Mudlogs and Electric Logs
3300 N. "A" Street, Building 2, Suite 120
Midland, Texas 79705
Attn: Johnny Reyes jreyes@nearburg.com and to
Bill Elton, belton@nearburg.com
FAX: (432) 687-5403

B. WELL DATA

The following listed data should be mailed as follows:

NEARBURG EXPLORATION COMPANY, L.L.C.
3300 N. "A" Street, Building 2, Suite 120
Midland, Texas 79705
Attn: Johnny Reyes, Bill Elton, Butch Willis or S. Jordan,
as designated below

NEARBURG PRODUCING COMPANY
P. O. Box 823085
Dallas, Texas 75382-3085
Attn: Duane Davis

- | | <u>MIDLAND</u> | <u>DALLAS</u> |
|--|------------------|-----------------|
| 1. Copy of survey plats, permit to drill, and other regulatory forms and letters filed with any governmental agencies. | Sarah Jordan (1) | 0 |
| 2. Copy of the drilling and completion procedures 48 hours prior to commencement of operation. | Butch Willis (1) | Duane Davis (1) |
| 3. Copy of daily mud logs. | Johnny Reyes (1) | Duane Davis (1) |
| 4. Copies of the final mud log. | Johnny Reyes (2) | Duane Davis (1) |
| 5. Copies of the field prints of all logs run in the well. | Johnny Reyes (1) | Duane Davis (1) |

Put LAS & PDS Print Files (including repeat section) on Interact. Notify Bill Elton @ belton@nearburg.com.

- | | | |
|---|------------------|-----------------|
| 6. Copies of the final composite prints of all logs run in well. | Johnny Reyes (1) | Duane Davis (1) |
| 7. Copy of well log customer diskette 3 1/2" LAS format or CD. | Johnny Reyes (1) | Duane Davis (1) |
| 8. One initial and final copy of any DST, coring, sample analysis, formation fluid analysis, or test reports on the well. | Bill Elton (1) | Duane Davis (1) |
| 9. Upon request, well history at completion of the well. | Sarah Jordan (1) | Duane Davis (1) |

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Well Information Requirements

		MIDLAND	DALLAS
10.	Copy of the bit record and mud recap.	Butch Willis (1)	0
11.	One copy of Operator's State Production Report (monthly)	Sarah Jordan (1)	0
12.	One sample cut of all samples, if any, collected by mudlog crew	Johnny Reyes (1)	0
13.	One (1) completed slabbled section of any whole core ("chips" from those portions removed for special analysis).	Johnny Reyes (1)	0
15.	One (1) copy each of all title opinions, governmental OCD examiner and commission hearing orders and curative instruments covering the spacing unit for the well should be sent to:		
	NEARBURG EXPLORATION COMPANY, L.L.C. 3300 N. "A", Building 2, Suite 120 Midland, Texas 79705 Attn: Terry Gant	NEARBURG PRODUCING COMPANY P. O. Box 823085 Dallas, Texas 75382-3085 Attn: Kathie Craft	

C. NOTIFICATION:

1. Nearburg should receive 24-hour notice of the following events: spudding, wireline logging, open hole testing, coring, or plugging of the well. Notification should be by phone to one of the following persons, in the order indicated:

NAME	OFFICE	HOME	CELL
Bill Elton (Geology)	(432) 818-2920	(432) 697-9923	(432) 528-9749
Tim Speer (Engineering)	(432) 818-2930	(432) 694-6749	(432) 528-8036
Terry Gant (Land)	(432) 818-2901	(432) 687-4744	(432) 528-1121

2. If you anticipate a major decision (plugging, casing point, etc.) that involves Nearburg over a weekend or holiday, please notify Bill Elton, Tim Speer or Terry Gant by phone (in the order listed).
3. For after-hours EMERGENCIES, please dial: 800-451-8235. If this number does not pick up dial: 432-888-0883. Follow instructions to leave an Emergency Message. An automatic system will activate personnel pagers company wide.
4. SLB InterACT - Request access for Bill Elton and Tim Speer.

D. ACCESS TO LOCATION

Nearburg Producing Company and Nearburg Exploration Company, L.L.C., its employees, consultants, or agents, shall have full and free access to the drilling location to include the derrick floor AND mudlogging unit at all times, without notice, and all well operation and information obtained or conducted during the drilling, completing or producing life of any well to which Nearburg is entitled to receive such well information.

E. SPECIAL REQUIREMENTS FOR ADDITIONAL WELL INFORMATION

Nearburg Producing Company and Nearburg Exploration Company, L.L.C. reserve the right to run a velocity survey, acoustic surveys, or other well bore logs or tests including the Schlumberger hi-res density and FMI for spot ELAN analysis and DST(s) to its satisfaction if not run by the operator, or in the case where operator runs same, operator shall furnish to Nearburg all such information or surveys. In addition, Nearburg may require operator to run a two-man mudlogging unit.

F. WELL PROGNOSIS

Prior to any operation, Operator shall furnish to Nearburg, a well/completion prognosis specifying in reasonable detail the procedure of work for the proposed operation. Such prognosis shall be sent to Nearburg not later than 48 hours prior to commencement of any such operation.

In the event that any of the requirements herein are unacceptable to Operator, Operator should contact Terry Gant at the numbers and/or address specified above.

RECEPTION NO: 0909138 STATE OF
NEW MEXICO, COUNTY OF BDDY
RECORDED 09/18/2009 8:46 AM
BOOK 0790 PAGE 0330
DARLENE ROSSPRIM, COUNTY CLERK