

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

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

and to

Caroline C. Fuller
Fairfield and Woods, P.C.
1801 California Street, Suite 2600
Denver, CO 80202
cfuller@fwlaw.com

To Buyer:

Hilcorp San Juan, L.P.
Attn: Gregory M. Hoffman
1111 Travis Street
Houston, TX 77002
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	ECHE64	ECCHES CHARLES 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	MERRION OIL & GAS CORPORATION	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	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	FAR980	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	GAC604	GARRETT CAMERON ET UX	MERRION OIL & GAS CORPORATION	11/30/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00447	9	29N	13W	PART W/2
01	GAR05	GARRETT RITA	MERRION OIL & GAS CORPORATION	11/08/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1481	422	00446	9	29N	13W	PART NE/4 NW/4
01	GRK44	GLUE BARBARA N.	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13511	9	29N	13W	PORTION SE/4 NW/4
01	GUO27	GLURLE JOHN C ET AL	MERRION OIL & GAS CORPORATION	09/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	383	14658	9	29N	13W	PORTION SE/4 NW/4
01	HAWM0	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	876	16047	9	29N	13W	PORTION SE/4 NW/4
01	HAWM2	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1515	1001	12486	9	29N	13W	PORTION SE/4 NW/4
01	HELE13	HERRERA JERI	MERRION OIL & GAS CORPORATION	09/14/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1482	400	14563	9	29N	13W	PORTION SE/4 NW/4
01	HOF457	HOOPER FRANK M ET UX	MERRION OIL & GAS CORPORATION	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	14035	19039	9	29N	13W	PORTION SW/4 SW/4
01	HOSHT1	HOWELL SHARON	RICHARDSON PRODUCTION COMPANY	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	635	02325	9	29N	13W	PORTION SW/4 SW/4
01	HURF69	HUSTON GEORGE REV TRUST	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1484	122	16298	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	1482	397	14560	9	29N	13W	PORTION NE/4 NW/4
01	JAA29	JAMES AARON P.	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	29N	13W	PORTION SE/4 NW/4
01	JACK38	JAMES A KENT ET UX	MERRION OIL & GAS CORPORATION	10/07/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	396	14559	9	29N	13W	PORTION SE/4 NW/4
01	JACK25	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	423	13512	9	29N	13W	PORTION SE/4 NW/4
01	JAC41	JAMES CARL ET UX	MERRION OIL & GAS CORPORATION	08/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	399	14562	9	29N	13W	PORTION SE/4 NW/4
01	JAC637	JAMES GEORGE A 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	JACR30	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	JAME28	JAMES MEGA	MERRION OIL & GAS CORPORATION	08/19/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1514	610	11071	9	29N	13W	PART SE/4 NW/4
01	JANU12	JAMES RUBY	MERRION OIL & GAS CORPORATION	09/23/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	50	15224	9	29N	13W	PORTION SW/4 SW/4
01	JOAN56	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	KAAR51	KABBARA AREF	MERRION OIL & GAS CORPORATION	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	29N	13W	PORTION SW/4 SW/4
01	KARE58	KAMIE REVOCABLE TRUST	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	02334	9	29N	13W	PORTION SW/4 SW/4
01	KEAR70	KENNEDY ARLINGTON B	RICHARDSON PRODUCTION COMPANY	09/03/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	250	11735	9	29N	13W	PART SE/4 NW/4
01	LOB106	LOCK BILLY ET UX	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOCDE77	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOC189	MCHIAS TIMOTHY ET UX	MERRION OIL & GAS CORPORATION	11/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	520	17773	9	29N	13W	PORTION SE/4 NW/4
01	MCI01	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	10/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	14039	9	29N	13W	PORTION SE/4 NW/4	
01	MEI081	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	663	02353	9	29N	13W	PORTION SE/4 NW/4
01	NEAL33	NEALSON ALAN P 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	NEK38	NEWMAN KENNETH ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	877	15040	9	29N	13W	PORTION SE/4 NW/4
01	PAP424	PACHECO PAUL ET UX	MERRION OIL & GAS CORPORATION	02/10/2009	GLADE PARK	NEW MEXICO	SAN JUAN	1489	301	02487	9	29N	13W	PORTION SE/4 NW/4
01	PEB03	PERRY BOYCE C ET UX	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	PRM647	PRESBYTERIAN MEDICAL SERVICES	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	123	16300	9	29N	13W	PORTION NE/4 SW/4
01	ROM88	ROSE MICHAEL L ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	679	02369	9	29N	13W	PORTION SE/4 SW/4
01	SAUL45	SAN JUAN COUNTY	MERRION OIL & GAS CORPORATION	07/18/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	29N	13W	PORTION SE/4 SW/4
01	SCDE71	SCHULTE DEANNA K.	RICHARDSON PRODUCTION COMPANY	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	29N	13W	PORTION NE/4 SW/4
01	SINR6	SNOW IRA EUGENE ET UX	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	666	02376	9	29N	13W	PORTION NW/4 SW/4
01	SOD032	SODERBERG DONALD ET UX	RICHARDSON PRODUCTION COMPANY	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1515	12169	9	29N	13W	PORTION SE/4 NW/4
01	SRC46	SRI S C RAM TRUST	MERRION OIL & GAS CORPORATION	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	396	15571	9	29N	13W	PORTION NE/4 SW/4
01	STNM42	THE STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	11/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	29N	13W	PORTION NE/4 SW/4
01	THMA10	THORPE MARTIN	MERRION OIL & GAS CORPORATION	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1483	396	15571	9	29N	13W	PORTION NE/4 SW/4
01	TOAL74	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	07/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1066	110019	9	29N	13W	PORTION SE/4 SW/4
01	TOGA75	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	848	11984	9	29N	13W	PORTION SE/4 SW/4
01	TOKE49	TOBERT L KENNETH ET UX	RICHARDSON PRODUCTION COMPANY	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	848	11984	9	29N	13W	PORTION SE/4 SW/4
01	USA043	US AGBAWK FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	NW/4 NW/4
01	VALA54	VALDEZ JAMES	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH												

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	ECHE64	ECCHES CHARLES 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	MERRION OIL & GAS CORPORATION	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	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	FAR980	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	GAC604	GARRETT CAMERON ET UX	MERRION OIL & GAS CORPORATION	11/30/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00447	9	29N	13W	PART W/2
01	GAR05	GARRETT RITA	MERRION OIL & GAS CORPORATION	11/08/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1481	422	00446	9	29N	13W	PART NE/4 NW/4
01	GRK44	GLUE BARBARA N.	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13511	9	29N	13W	PORTION SE/4 NW/4
01	GUO27	GLURLE JOHN C ET AL	MERRION OIL & GAS CORPORATION	09/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	383	14658	9	29N	13W	PORTION SE/4 NW/4
01	HAWM0	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	876	16047	9	29N	13W	PORTION SE/4 NW/4
01	HAWM2	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1515	1001	12486	9	29N	13W	PORTION SE/4 NW/4
01	HELE13	HERRERA JERI	MERRION OIL & GAS CORPORATION	09/14/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1482	400	14563	9	29N	13W	PORTION SE/4 NW/4
01	HOF457	HOOPER FRANK M ET UX	MERRION OIL & GAS CORPORATION	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	14035	19039	9	29N	13W	PORTION SW/4 SW/4
01	HOSHT1	HOWELL SHARON	RICHARDSON PRODUCTION COMPANY	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	635	02325	9	29N	13W	PORTION SW/4 SW/4
01	HURF69	HUSTON GEORGE REV TRUST	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1484	122	16298	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	1482	397	14560	9	29N	13W	PORTION NE/4 NW/4
01	JAA29	JAMES AARON P.	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	29N	13W	PORTION SE/4 NW/4
01	JACK38	JAMES A KENT ET UX	MERRION OIL & GAS CORPORATION	10/07/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	396	14559	9	29N	13W	PORTION SE/4 NW/4
01	JACK25	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	423	13512	9	29N	13W	PORTION SE/4 NW/4
01	JAC41	JAMES CARL ET UX	MERRION OIL & GAS CORPORATION	08/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	399	14562	9	29N	13W	PORTION SE/4 NW/4
01	JAC637	JAMES GEORGE A 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	JACR30	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	JAME28	JAMES MEGA	MERRION OIL & GAS CORPORATION	08/19/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1514	610	11071	9	29N	13W	PART SE/4 NW/4
01	JANU12	JAMES RUBY	MERRION OIL & GAS CORPORATION	09/23/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	50	15224	9	29N	13W	PORTION SW/4 SW/4
01	JOAN56	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	KAAR51	KABBARA AREF	MERRION OIL & GAS CORPORATION	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	29N	13W	PORTION SW/4 SW/4
01	KARE58	KAMIE REVOCABLE TRUST	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	02334	9	29N	13W	PORTION SW/4 SW/4
01	KEAR70	KENNEDY ARLINGTON B	RICHARDSON PRODUCTION COMPANY	09/03/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	250	11735	9	29N	13W	PART SE/4 NW/4
01	LOB106	LOCK BILLY ET UX	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOCDE77	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOC189	MCHIAS TIMOTHY ET UX	MERRION OIL & GAS CORPORATION	11/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	520	17773	9	29N	13W	PORTION SE/4 NW/4
01	MCI01	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	10/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	14039	9	29N	13W	PORTION SE/4 NW/4	
01	MEI081	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	663	02353	9	29N	13W	PORTION SE/4 NW/4
01	NEAL33	NEALSON ALAN P 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	NEK38	NEWMAN KENNETH ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	877	15040	9	29N	13W	PORTION SE/4 NW/4
01	PAP424	PACHECO PAUL ET UX	MERRION OIL & GAS CORPORATION	02/10/2009	GLADE PARK	NEW MEXICO	SAN JUAN	1489	301	02487	9	29N	13W	PORTION SE/4 NW/4
01	PEB03	PERRY BOYCE C ET UX	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	PRM647	PRESBYTERIAN MEDICAL SERVICES	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	123	16300	9	29N	13W	PORTION NE/4 SW/4
01	ROM88	ROSE MICHAEL L ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	679	02369	9	29N	13W	PORTION SE/4 SW/4
01	SAUL45	SAN JUAN COUNTY	MERRION OIL & GAS CORPORATION	07/18/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	29N	13W	PORTION SE/4 SW/4
01	SCDE71	SCHULTE DEANNA K.	RICHARDSON PRODUCTION COMPANY	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	29N	13W	PORTION NE/4 SW/4
01	SINR6	SNOW IRA EUGENE ET UX	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	666	02376	9	29N	13W	PORTION NW/4 SW/4
01	SOD032	SODERBERG DONALD ET UX	RICHARDSON PRODUCTION COMPANY	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1515	12169	9	29N	13W	PORTION SE/4 SW/4
01	SRC46	SRI S C RAM TRUST	MERRION OIL & GAS CORPORATION	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	396	15571	9	29N	13W	PORTION NE/4 SW/4
01	STNM42	THE STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	11/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1066	110019	9	29N	13W	PORTION SE/4 SW/4
01	THMA10	THORPE MARTIN	MERRION OIL & GAS CORPORATION	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1066	110019	9	29N	13W	PORTION SE/4 SW/4
01	TOAL74	TORRES GARY LEE	RICHARDSON PRODUCTION COMPANY	07/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1515	12169	9	29N	13W	PORTION SE/4 SW/4
01	TOGA75	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	848	11984	9	29N	13W	PORTION SE/4 SW/4
01	TOKE49	TOBERT L KENNETH ET UX	RICHARDSON PRODUCTION COMPANY	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	848	11984	9	29N	13W	PORTION SE/4 SW/4
01	USA043	US AGBAWK FCB	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	NW/4 NW/4
01	VALA54	VALDEZ JAMES	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515	02389	9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH												

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	ECHE64	ECCHES CHARLES ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	518	03237	9	29N	13W	PORTION E/2 NE/4 SW/4
01	EMPE79	EMERY, PETER ET UX	RICHARDSON OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	616	02306	9	29N	13W	PORTION SW/4 SW/4
01	FAMU72	FARMINGTON MUNICIPAL SCHOOLS	MERRION OIL & GAS CORPORATION	09/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SE/4 SW/4
01	FAR980	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	GAC604	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	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	422	00446	9	28N	13W	PART NE/4 NW/4
01	GRK44	GLUE BARBARA N.	MERRION OIL & GAS CORPORATION	09/04/2006	GLADE PARK	NEW MEXICO	SAN JUAN	1482	446	13511	9	29N	13W	PORTION SE/4 NW/4
01	GUO27	GLUE JOHN C ET AL	MERRION OIL & GAS CORPORATION	08/30/2006	GLADE PARK	NEW MEXICO	SAN JUAN	1482	395	14556	9	29N	13W	PORTION SE/4 NW/4
01	HAWM0	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2006	GLADE PARK	NEW MEXICO	SAN JUAN	1483	673	16047	9	29N	13W	PORTION SE/4 NW/4
01	HAWM2	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	09/11/2006	GLADE PARK	NEW MEXICO	SAN JUAN	1515	1001	12486	9	29N	13W	PORTION SE/4 NW/4
01	HELE13	HERRERA JERI	MERRION OIL & GAS CORPORATION	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1482	517	19039	9	29N	13W	PORTION SW/4 SW/4
01	HOF457	HOOPER FRANK M ET UX	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	635	02325	9	29N	13W	PORTION SW/4 SW/4
01	HOSHT1	HOWELL SHARON	RICHARDSON PRODUCTION COMPANY	10/15/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	122	16299	9	29N	13W	PORTION SW/4 SW/4
01	HURF69	HUGSTON GEORGE REV TRUST	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1484	1481	17390	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	1482	397	14560	9	29N	13W	PORTION NE/4 NW/4
01	JAA29	JAMES AARON P.	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	29N	13W	PORTION SE/4 NW/4
01	JACK38	JAMES A KENT ET UX	RICHARDSON PRODUCTION COMPANY	10/07/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	396	14559	9	29N	13W	PORTION SE/4 NW/4
01	JACK25	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	423	13512	9	29N	13W	PORTION SE/4 NW/4
01	JAC41	JAMES CARL ET UX	MERRION OIL & GAS CORPORATION	08/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	399	14562	9	29N	13W	PORTION SE/4 NW/4
01	JAC637	JAMES GEORGE A 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	JACR30	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	JAME28	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	JANU12	JAMES RUBY	MERRION OIL & GAS CORPORATION	09/23/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	50	15224	9	29N	13W	PORTION SW/4 SW/4
01	JOAN56	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	KAAR51	KABBARA AREF	MERRION OIL & GAS CORPORATION	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	29N	13W	PORTION SW/4 SW/4
01	KARE58	KAMIE REVOCABLE TRUST	RICHARDSON PRODUCTION COMPANY	07/25/2007	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	09/03/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	250	11735	9	29N	13W	PART SE/4 NW/4
01	LOB106	LOCK BILLY ET UX	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOCDE77	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOC189	MCHIAS TIMOTHY ET UX	MERRION OIL & GAS CORPORATION	11/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	520	17773	9	29N	13W	PORTION SE/4 NW/4
01	MOCI81	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	10/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	14039		9	29N	13W	PORTION SE/4 NW/4
01	NEAL33	NELSON ALAN P ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	663	02353	9	29N	13W	PORTION SE/4 NW/4
01	NEK38	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	PAP424	PACHECO PAUL ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	124	15040	9	29N	13W	PORTION SE/4 NW/4
01	PEB03	PERRY BOYCE C ET UX	MERRION OIL & GAS CORPORATION	02/10/2009	GLADE PARK	NEW MEXICO	SAN JUAN	1489	301	02487	9	29N	13W	PORTION SE/4 NW/4
01	PREM47	PRESBYTERIAN 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	ROM68	ROSE MICHAEL L ET UX	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	123	16300	9	29N	13W	PORTION NE/4 SW/4
01	SAUL45	SAN JUAN COUNTY	RICHARDSON PRODUCTION COMPANY	07/25/2007	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	07/18/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	29N	13W	PORTION SE/4 NW/4
01	SINR6	SNOW IRA EUGENE ET UX	RICHARDSON PRODUCTION COMPANY	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	29N	13W	PORTION NE/4 SW/4
01	SOD032	SODERBERG DONALD ET UX	MERRION OIL & GAS CORPORATION	11/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	549	12169	9	29N	13W	PORTION NW/4 SW/4
01	SRC46	SRI S C RAM TRUST	MERRION OIL & GAS CORPORATION	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1066	110019	9	28N	13W	PT SW/4 SW/4
01	STW412	THE STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	07/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1475	884	111991	9	28N	13W	PORTION SE/4 SW/4
01	THMA10	THORPE MARTIN	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	848	11984	9	29N	13W	PORTION SE/4 SW/4
01	TOAL74	TORRES GARY LEE	RICHARDSON PRODUCTION COMPANY	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	NW/4 NW/4
01	TOGA75	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	PORTION SW/4 SW/4
01	TOKE49	TOLEBERT L KENNETH ET UX	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	USA043	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	700	02390	9	29N	13W	PORTION E/2 NE/4 SW/4
01	WAAC63	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	689	02389	9	29N	13W	PORTION SW/4 SW/4
01	WAAC62	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	685	02385	9	29N	13W	PORTION SW/4 SW/4
01	WAAC62	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	696	02386	9	29N	13W	PORTION SE/4 NW/4
01	WAM131	WALKER MICHAEL D ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	691	02391	9	29N	13W	PORTION SW/4 SW/4
01	WEST55	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	WIE19	WESTMANMONETTE LIVING TR	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	705	02393	9	29N	13W	PORTION SW/4 SW/4
01	WHA09	WILSON DELORES A TRUST	RICHARDSON OIL & GAS CORPORATION	09/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	222	12719	9	29N	13W	PART NW/4 SE/4
01	YAU18	WILSON HADDON & KATHLEEN TR	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	707	02397	9	29N	13W	PORTION SE/4 NW/4
01	ZUR040	ZIBROD ROONEY ET UX	MERRION OIL & GAS CORPORATION	08/12/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	420	13509	9	29N	13W	PORTION SE/4 NW/4
01	MEI81	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 NE/4

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	ECHE64	ECCHES CHARLES 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	MERRION OIL & GAS CORPORATION	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	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	FAR980	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	GAC604	GARRETT CAMERON ET UX	MERRION OIL & GAS CORPORATION	11/30/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1520	447	00447	9	29N	13W	PART W/2
01	GAR05	GARRETT RITA	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	422	00446	9	29N	13W	PART NE/4 NW/4
01	GRK44	GLUE BARBARA N.	MERRION OIL & GAS CORPORATION	09/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	383	14558	9	29N	13W	PORTION SE/4 NW/4
01	GUO27	GLURLE JOHN C ET AL	MERRION OIL & GAS CORPORATION	09/30/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	876	16047	9	29N	13W	PORTION SE/4 NW/4
01	HAWM0	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	395	14563	9	29N	13W	PORTION SE/4 NW/4
01	HAWM2	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	09/14/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	1001	12486	9	29N	13W	PORTION SE/4 NW/4
01	HELE13	HERRERA JERI	MERRION OIL & GAS CORPORATION	10/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	876	15039	9	29N	13W	PORTION SW/4 SW/4
01	HOF457	HOOPER FRANK M ET UX	MERRION OIL & GAS CORPORATION	09/27/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1517	14035	9	29N	13W	PORTION SW/4 SW/4	
01	HOSHT1	HOWELL SHARON	RICHARDSON PRODUCTION COMPANY	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1470	635	02325	9	29N	13W	PORTION SW/4 SW/4
01	HURF69	HUSTON GEORGE REV TRUST	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1484	122	16298	9	29N	13W	PORTION NE/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 NE/4 NW/4
01	JAA29	JAMES AARON P.	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	29N	13W	PORTION SE/4 NW/4
01	JACK38	JAMES A KENT ET UX	MERRION OIL & GAS CORPORATION	10/07/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	396	14559	9	29N	13W	PORTION SE/4 NW/4
01	JACK25	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	423	13512	9	29N	13W	PORTION SE/4 NW/4
01	JAC41	JAMES CARL ET UX	MERRION OIL & GAS CORPORATION	08/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	398	14562	9	29N	13W	PORTION SE/4 NW/4
01	JAC637	JAMES GEORGE A ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	399	14561	9	29N	13W	PORTION SE/4 NW/4
01	JACR30	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	JAME28	JAMES MEGA	MERRION OIL & GAS CORPORATION	08/19/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1514	610	11071	9	29N	13W	PART SE/4 NW/4
01	JANU12	JAMES RUBY	MERRION OIL & GAS CORPORATION	09/23/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	50	15224	9	29N	13W	PORTION SW/4 SW/4
01	JOAN56	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	KAAR51	KABBARA AREF	MERRION OIL & GAS CORPORATION	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	29N	13W	PORTION SW/4 SW/4
01	KARE58	KAMIE REVOCABLE TRUST	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	644	02334	9	29N	13W	PORTION SW/4 SW/4
01	KEAR70	KENNEDY ARLINGTON B	RICHARDSON PRODUCTION COMPANY	09/03/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	250	11735	9	29N	13W	PART SE/4 NW/4
01	LOB106	LOCK BILLY ET UX	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOCDE77	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOC189	MCHIAS TIMOTHY ET UX	MERRION OIL & GAS CORPORATION	11/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	520	17773	9	29N	13W	PORTION SE/4 NW/4
01	MEI081	MERRION OIL & GAS CORPORATION	MERRION OIL & GAS CORPORATION	10/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	14039	9	29N	13W	PORTION SE/4 NW/4	
01	NEAL33	NELSON ALAN P ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	663	02353	9	29N	13W	PORTION SE/4 NW/4
01	NEK38	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	PAP424	PACHECO PAUL ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	124	15040	9	29N	13W	PORTION SE/4 NW/4
01	PEB03	PERRY BOYCE C ET UX	MERRION OIL & GAS CORPORATION	02/10/2009	GLADE PARK	NEW MEXICO	SAN JUAN	1489	301	02487	9	29N	13W	PORTION SE/4 NW/4
01	PREM47	PRESBYTERIAN 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	ROM68	ROSE MICHAEL L ET UX	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	123	16300	9	29N	13W	PORTION NE/4 SW/4
01	SAUL45	SAN JUAN COUNTY	RICHARDSON PRODUCTION COMPANY	07/25/2007	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	07/18/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	29N	13W	PORTION SE/4 NW/4
01	SINR6	SNOW IRA EUGENE ET UX	RICHARDSON PRODUCTION COMPANY	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	29N	13W	PORTION NE/4 SW/4
01	SOD032	SODERBERG DONALD ET UX	MERRION OIL & GAS CORPORATION	11/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	549	12169	9	29N	13W	PORTION NW/4 SW/4
01	SRC46	SRI S C RAM TRUST	MERRION OIL & GAS CORPORATION	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1066	110019	9	29N	13W	PT SW/4 SW/4
01	STW410	THE STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	07/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1475	884	11984	9	29N	13W	PORTION SE/4 SW/4
01	THAM10	THORPE MARTIN	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	848	11984	9	29N	13W	PORTION SE/4 SW/4
01	TOAL74	TORRES GARY LEE	RICHARDSON PRODUCTION COMPANY	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	NW/4 NW/4
01	TOGA75	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	PORTION SW/4 SW/4
01	TOKE49	TOLEBERT L KENNETH ET UX	MERRION OIL & GAS CORPORATION	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	PORTION NE/4 SW/4
01	USA043	US AGRAWAL FCB	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W</	

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:	)	
	)	
D.J. SIMMONS COMPANY	)	Case No. 16-11763 JGR
LIMITED PARTNERSHIP	)	
	)	Chapter 11
	)	
Debtor.	)	
_____	)	
	)	
IN RE:	)	
	)	
KIMBETO RESOURCES, LLC	)	Case No. 16-11765 JGR
	)	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>

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

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 DECREED¹:

- 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

¹ 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:

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

CO	Lease #	Lessor	Lessee	Date	Prospect	State	County	Book	Page	Instrument	Section	Township	Range	Grid Description
01	ECHE64	ECCHES CHARLES ET UX	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	518	03237	9	29N	13W	PORTION E/2 NE/4 SW/4
01	EMPE79	EMERY, PETER ET UX	RICHARDSON OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	616	02306	9	29N	13W	PORTION SW/4 SW/4
01	FAMU72	FARMINGTON MUNICIPAL SCHOOLS	MERRION OIL & GAS CORPORATION	09/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SE/4 SW/4
01	FAR980	FARMINGTON REAL ESTATE HOLDING	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1481	421	13510	9	29N	13W	PORTION SW/4 SW/4
01	GAC604	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	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	422	00446	9	28N	13W	PART NE/4 NW/4
01	GRK44	GLUE BARBARA N.	MERRION OIL & GAS CORPORATION	08/14/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	446	00446	9	28N	13W	PORTION SE/4 NW/4
01	GUO27	GLUE JOHN C ET AL	MERRION OIL & GAS CORPORATION	08/30/2006	GLADE PARK	NEW MEXICO	SAN JUAN	1482	395	14556	9	28N	13W	PORTION SE/4 NW/4
01	HAWM0	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2006	GLADE PARK	NEW MEXICO	SAN JUAN	1483	673	16047	9	29N	13W	PORTION SE/4 NW/4
01	HAWM2	HASTINGS MANUEL & THELMA TRUS	MERRION OIL & GAS CORPORATION	08/29/2006	GLADE PARK	NEW MEXICO	SAN JUAN	1482	400	14563	9	29N	13W	PORTION SE/4 NW/4
01	HELE13	HERRERA JERI	MERRION OIL & GAS CORPORATION	09/17/2008	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	10/26/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1482	517	19039	9	29N	13W	PORTION SW/4 SW/4
01	HOSH11	HOWELL SHARON	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	635	02325	9	29N	13W	PORTION SW/4 SW/4
01	HUR661	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	HUR689	HUSTONS FREDIE L ET UX	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1482	397	17390	9	29N	13W	PORTION NE/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 NE/4 NW/4
01	JAA29	JAMES AARON P.	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1483	875	16049	9	29N	13W	PORTION SE/4 NW/4
01	JACK38	JAMES A KENT ET UX	MERRION OIL & GAS CORPORATION	10/07/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	396	14559	9	29N	13W	PORTION SE/4 NW/4
01	JACK25	JAMES BOBBY RAY ET UX	MERRION OIL & GAS CORPORATION	08/22/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1481	423	13512	9	29N	13W	PORTION SE/4 NW/4
01	JAC41	JAMES CARL ET UX	MERRION OIL & GAS CORPORATION	08/19/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	399	14562	9	29N	13W	PORTION SE/4 NW/4
01	JAC637	JAMES GEORGE A 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	JACR30	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	JAME28	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	JANU12	JAMES RUBY	MERRION OIL & GAS CORPORATION	09/23/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	50	15224	9	29N	13W	PORTION SW/4 SW/4
01	JAN56	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	KAAR51	KABBARA AREF	MERRION OIL & GAS CORPORATION	12/04/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1486	237	18521	9	29N	13W	PORTION SW/4 SW/4
01	KARE58	KAMIE REVOCABLE TRUST	RICHARDSON PRODUCTION COMPANY	07/25/2007	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	09/03/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1515	250	11735	9	29N	13W	PART SE/4 NW/4
01	LOB106	LOCK BILLY ET UX	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOC677	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	10/21/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	125	16302	9	29N	13W	PORTION SE/4 SW/4
01	MOC77	MCGAHA DERRICK R	MERRION OIL & GAS CORPORATION	11/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	520	17773	9	29N	13W	PORTION SE/4 NW/4
01	MCT189	MCTHIAS TIMOTHY ET UX	MERRION OIL & GAS CORPORATION	10/27/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1517	14039	9	29N	29N	13W	PORTION SE/4 NW/4
01	MEI081	MERRION OIL & GAS CORPORATION	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1470	663	02353	9	29N	13W	PORTION SE/4 NW/4
01	NEAL33	NEELSON ALAN P 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	NEK38	NEWLAND KENNETH ET UX	MERRION OIL & GAS CORPORATION	09/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1482	878	15041	9	29N	13W	PORTION SE/4 NW/4
01	PAP424	PACHECO PAUL ET UX	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1484	124	16301	9	29N	13W	PORTION SE/4 NW/4
01	PEB03	PERRY BOYCE C ET UX	MERRION OIL & GAS CORPORATION	02/10/2009	GLADE PARK	NEW MEXICO	SAN JUAN	1486	301	02487	9	29N	13W	PORTION SW/4 SW/4
01	PREM47	PRESBYTERIAN 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	ROM68	ROSE MICHAEL L ET UX	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1484	123	16300	9	29N	13W	PORTION NE/4 SW/4
01	SAUL45	SAN JUAN COUNTY	RICHARDSON PRODUCTION COMPANY	07/25/2007	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	07/18/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1479	847	11893	9	29N	13W	PORTION SE/4 NW/4
01	SINR6	SNOW IRA EUGENE ET UX	RICHARDSON PRODUCTION COMPANY	10/03/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	397	15571	9	29N	13W	PORTION NE/4 SW/4
01	SOD032	SODERBERG DONALD ET UX	MERRION OIL & GAS CORPORATION	11/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1485	549	12169	9	29N	13W	PORTION NW/4 SW/4
01	SRC46	SRI S C RAM TRUST	MERRION OIL & GAS CORPORATION	09/09/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1478	1066	110019	9	28N	13W	PT SW/4 SW/4
01	STNM42	THE STATE OF NEW MEXICO	MERRION OIL & GAS CORPORATION	07/17/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1475	848	11984	9	28N	13W	PORTION SE/4 SW/4
01	THAM10	THORPE MARTIN	MERRION OIL & GAS CORPORATION	07/10/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1470	691	02381	9	29N	13W	PORTION SE/4 SW/4
01	TOAL74	TORRES GARY LEE	RICHARDSON PRODUCTION COMPANY	09/13/2010	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	NW/4 NW/4
01	TOGA75	TORRES GARY LEE	MERRION OIL & GAS CORPORATION	10/09/2008	GLADE PARK	NEW MEXICO	SAN JUAN	1483	874	16048	9	29N	13W	PORTION SW/4 SW/4
01	USAG34	US AGAWAK FCB	MERRION OIL & GAS CORPORATION	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
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01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	13W	PORTION NE/4 SW/4
01	WAC682	WALSH CAROL L	RICHARDSON PRODUCTION COMPANY	07/25/2007	GLADE PARK	NEW MEXICO	SAN JUAN	1471	515		9	29N	1	

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 Tract: Sections 61 - 65, Section 34 1/2, Pecos County, Texas	1629 30	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	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