

**TABLE B-4: PARTIES TO BE INDIVIDUALLY NOTIFIED**

**SURFACE OWNERS**

3 Bear Delaware Operating-NM LLC  
1512 Larimer Street, Suite 540  
Denver, Colorado 80202

Bureau of Land Management  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508

Plains Pipeline LP  
P.O. Box 4648  
Houston, Texas 77210

S&S Inc.  
P.O. Box 1046  
Eunice, New Mexico 88231

Martha W. Skeen  
301 South Canyon  
Carlsbad, New Mexico 88220

The Kelly Skeen Testamentary Trust, Linda Ann Jurva & Curtis Kelly Skeen, Trustees  
301 South Canyon  
Carlsbad, New Mexico 88220

Curtis K. Skeen & Carole D. Skeen  
1508 Riverside Drive  
Carlsbad, New Mexico 88220

Linda Skeen Jurva  
1134 Tracy Place  
Carlsbad, New Mexico 88220

T Over V Ranch Land LLLP  
P.O. Box 160  
Eunice, New Mexico 88231

## **OPERATORS**

3 Bear Field Services, LLC  
500 Don Gaspar Avenue  
Santa Fe, New Mexico 87505  
575-626-7100

Apache Corporation  
303 Veterans Airpark Lane, Suite 1000  
Midland, Texas 79705  
432-818-1000

BC Operating, Inc.  
P.O. Box 50820  
Midland, Texas 79710  
432-684-9696

Burk Royalty Co., Ltd.  
P.O. Box 94903  
Wichita Falls, Texas 76308  
940-397-8650

Chestnut Exploration & Production, Inc.  
2201 N. Central Expressway, Suite 240  
Richardson, Texas 75080  
972-715-8807

Chisholm Energy Operating, LLC  
801 Cherry Street  
Fort Worth, Texas 76102  
817-953-3728

Cimarex Energy Company  
600 N. Marienfeld Street, Suite 600  
Midland, Texas 79701  
432-620-1936

COG Operating LLC  
600 W. Illinois Avenue  
Midland, Texas 79701  
432-683-7443

Marathon Oil Permian LLC  
5555 San Felipe Street  
Houston, Texas 77056  
713-296-2500

Mas Operating Co.  
P.O. Box 52167  
Midland, Texas 79710  
432-618-0678

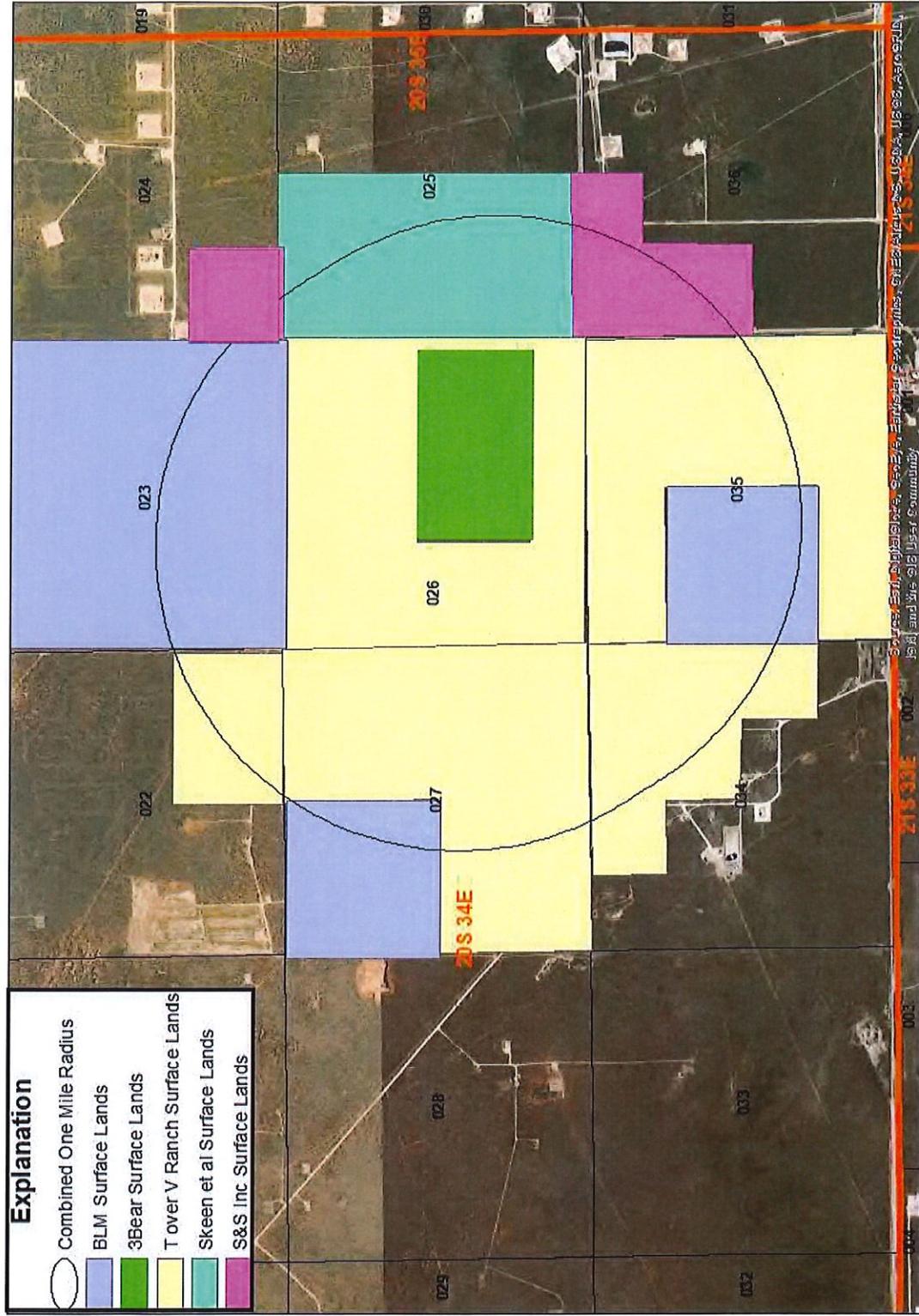


Figure B-1: Surface Owners within One Mile of Proposed 3Bear AGI Wells

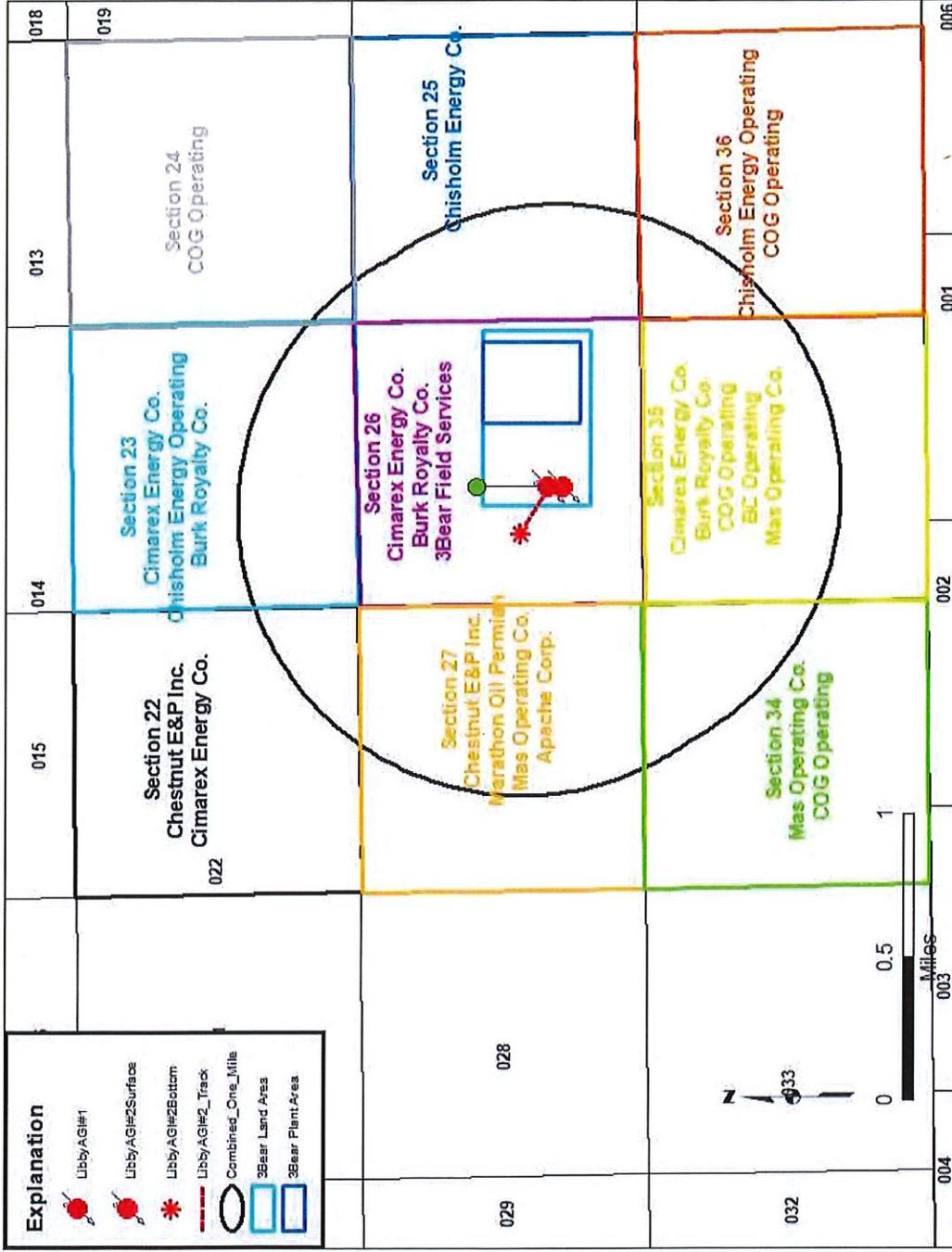


Figure B-2: Operators within One Mile of Proposed 3Bear AGI Wells

March 4, 2019

Example notice letter  
Party to be notified  
Address

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

RE: CASE NUMBER XXXXX: 3BEAR FIELD SERVICES LLC PROPOSED LIBBY  
AGI #1 AND #2

This letter is to advise you that 3Bear Field Services LLC (“3Bear”) filed the enclosed C-108 application on XXXX, with the New Mexico Oil Conservation Commission seeking authorization to drill two Acid Gas Injection (AGI) wells at their Libby Gas Plant (the “Plant”) in Lea County, New Mexico. AGI #1 will be a vertical well, located at 1970’ FWL, 1475’ FSL in Section 26, T20S, R34E. AGI #2 will be a deviated well, and the surface location will be at 1970’ FWL and 1910 FSL, with a bottom hole location of 1320 FWL and 2275 FWS, also in Section 26, T20S, R34E, NMPM, Lea County, New Mexico. 3Bear plans to inject up to 8 million standard cubic feet per day (MMSCFD) of treated acid gas from the Plant at a maximum pressure of 4,525 psig into the Devonian and Upper Silurian Wristen and Fusselman Formations, approximately 14,900 to 16,400 feet below the surface. The proposed wells will serve as a disposal well for acid gas at this plant.

*This application (Case Number XXXXX) has been set for hearing before the New Mexico Oil Conservation Commission at XXXam on YYY, 2019, in Wendell Chino Building at the New Mexico Oil Conservation Division’s Santa Fe office located at 1220 South Saint Francis Drive, Santa Fe, New Mexico 87505. You are not required to attend this hearing, but as an owner of an interest that may be affected by 3Bear’s application, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the application at a later date.*

*A party appearing at the hearing is required by Division Rule 19.15.4.13 NMAC to file a Pre-Hearing Statement at least four days in advance of a scheduled hearing, but in no event not later than 5:00 p.m. Mountain Time on the Thursday preceding the scheduled hearing date. This statement must be filed at the Division’s Santa Fe office at the above-specified address and should include the names of the parties and their attorneys; a concise statement of the case; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and an identification of any procedural matters that need to be resolved prior to the hearing.*

If you have any questions concerning this application, or to obtain an entire copy of the C-108, you may contact Mr. Alberto Gutierrez or Mr. James C. Hunter at (505) 842-8000 at Geolex, Inc.; 500 Marquette Avenue NW, Suite 1350; Albuquerque, New Mexico 87102.

Sincerely,  
Geolex, Inc.

Alberto A. Gutiérrez, C.P.G.  
President  
Consultant to 3Bear Field Services LLP  
Enclosure: C-108 Application for Authority to Inject



American Abstract  
P.O. Box 23510  
Santa Fe, NM 87502  
(505) 780-4338

Township: 20 S. Range: 34 E. N.M.P.M.  
County: Lea  
Date: November 27, 2018

- ✓ Open Lands
- ✗ State Lands
- ✗ Fee Lands

MASTER PLAT

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
					1
30	29	28	27	26	25
31	32	33	34	35	36

1. NMNM 123525

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**1. Updated:** 11/27/2018

**Township:** 20 S. **Range:** 34 E. **Section:** 24 **County:** Lea

**Lease:** NMNM 123525 **Lease Issued:** 09/01/2009 **Royalty Rate:** 12-1/2%

**Status:** This Lease is Due to Expire 08/31/2019

**Lessee(s):**

100% COG Operating LLC, 600 W. Illinois Ave., Midland, TX 79701

**Operating Rights:**

Section 24-SWSW, all depths

100% Lessee

**Overriding Royalty:**

None outstanding

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DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT  
 CASE RECORDATION  
 (MASS) Serial Register Page

Run Date/Time: 11/27/2018 14:01 PM

Page 1 Of 2

01 12-22-1987;101STAT1330;30USC181 ET SEQ  
 Case Type 312021: O&G LSE COMP PD -1987  
 Commodity 459: OIL & GAS  
 Case Disposition: AUTHORIZED

Total Acres: 80.000  
 Serial Number NMNM 123525

Name & Address Serial Number: NMNM-- 123525  
 Int Rel % Interest  
 COG OPERATING LLC 600 W ILLINOIS AVE MIDLAND TX 797014882 LESSEE 100.000000000

Mer Twp Rng Sec SType Nr Suff Subdivision District/ Field Office Serial Number: NMNM-- 123525  
 County Mgmt Agency  
 23 0200S 0340E 024 ALIQ W2SW; CARLSBAD FIELD OFFICE LEA BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands Serial Number: NMNM-- 123525

Act Date Act Code Action Txt Action Remarks Serial Number: NMNM-- 123525  
 Pending Off

06/05/2009	387	CASE ESTABLISHED	200907029;
07/22/2009	143	BONUS BID PAYMENT RECD	\$160.00;
07/22/2009	191	SALE HELD	
07/22/2009	267	BID RECEIVED	\$68000.00;
08/03/2009	143	BONUS BID PAYMENT RECD	\$67840.00;
08/13/2009	237	LEASE ISSUED	
09/01/2009	496	FUND CODE	05;145003
09/01/2009	530	RLTY RATE - 12 1/2%	
09/01/2009	868	EFFECTIVE DATE	
09/13/2009	974	AUTOMATED RECORD VERIF	BCO
11/16/2009	140	ASGN FILED	GONZALES/SAMSON RE;1
03/09/2010	139	ASGN APPROVED	EFF 12/01/09;
03/09/2010	974	AUTOMATED RECORD VERIF	RAYO/RAYO
04/11/2011	140	ASGN FILED	SAMSON RE/THREE RIV;1
06/30/2011	139	ASGN APPROVED	EFF 05/01/11;
06/30/2011	974	AUTOMATED RECORD VERIF	LBO
08/14/2012	140	ASGN FILED	THREE RIV/COG OPERA;1
10/19/2012	139	ASGN APPROVED	EFF 09/01/12;
10/19/2012	974	AUTOMATED RECORD VERIF	JA;
08/31/2019	763	EXPIRES	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page

Run Date/Time: 11/27/2018 14:01 PM

Page 2 Of 2

Line Number      Remark Text      Serial Number: NMNM- 123525

0002	STIPULATIONS ATTACHED TO LEASE:
0003	NM-11-LN SPECIAL CULTURAL RESOURCE
0004	SENM-S-1 POTASH STIPULATION
0005	SENM-S-22 PRAIRIE CHICKENS
0006	10/19/12 - RENT PAID 09/01/2012

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

Form 3100-11  
(July 2006)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial Number  
NMNM 123525

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (page 2) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Mineral Lands Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen 41), or the Combined Hydrocarbon Leasing Act of 1981 (95 Stat 1070).

READ INSTRUCTIONS BEFORE COMPLETING

1. Name GONZALES DANIEL E  
Street PO BOX 2288  
City, State, Zip Code SANTA FE, NM 87504

2. This application/offer/lease is for: (Check Only One)  PUBLIC DOMAIN LANDS  ACQUIRED LANDS (percent U.S. interest \_\_\_\_\_)

Surface managing agency if other than Bureau of Land Management (BLM): \_\_\_\_\_ Unit/Project \_\_\_\_\_

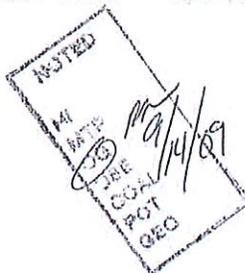
Legal description of land requested: \*Parcel No.: \_\_\_\_\_ \*Sale Date (mm/dd/yyyy): \_\_\_\_\_

\*See Item 2 in Instructions below prior to completing Parcel Number and Sale Date.  
T. Meridian R. State County

Amount remitted: Filing fee \$ \_\_\_\_\_ Rental fee \$ \_\_\_\_\_ Total acres applied for \_\_\_\_\_  
Total \$ \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:  
T. 0200S R. 0340E Meridian NMPM State NM County Lea  
Sec. 024 W2SW;



Total acres in lease 80.000  
Rental retained \$ 120.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term:

Noncompetitive lease (ten years)

Competitive lease (ten years)

Other \_\_\_\_\_ EFFECTIVE DATE OF LEASE

THE UNITED STATES OF AMERICA

by Becky A. Quinn

(BLM)  
LAND LAW EXAMINER, FLUIDS ADJUDICATION TEAM AUG 13 2009  
(Title) (Date)

SEP - 1 2009

(Continued on page 2) CC: CFO

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options), (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)2(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act. (b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(Signature of Lessee or Attorney-in-fact)

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Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or Agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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#### LEASE TERMS

Sec. 1. Rentals--Rentals must be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

- (a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;
- (b) Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00;
- (c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties must be paid on the production allocated to this lease. However, annual rentals must continue to be due at the rate specified in (a), (b), or (c) rentals for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) must automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties--Royalties must be paid to proper office of lessor. Royalties must be computed in accordance with regulations on production removed or sold. Royalty rates are:

- (a) Noncompetitive lease, 12 1/2%;
- (b) Competitive lease, 12 1/2 %;
- (c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties must be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production must be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee must not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor must lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year must be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge will be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee must be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

(Continued on page 3)

Sec. 3. Bonds-A bond must be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage-Lessee must exercise reasonable diligence in developing and producing, and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee must drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection-Lessee must file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee must furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee must keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee must keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee must maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records must be maintained in lessee's accounting offices for future audit by lessor. Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section will be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations-Lessee must conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee must take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses must be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee must contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest or substantial unanticipated environmental effects are observed, lessee must immediately contact lessor. Lessee must cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations-To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium-Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee must include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property-Lessee must pay lessor for damage to lessor's improvements, and must save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity- Lessee must pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee must comply with section 28 of the Mineral Leasing Act of 1920.

Lessee must comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors must maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease-As required by regulations, lessee must file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which will be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises-At such time as all or portions of this lease are returned to lessor, lessee must place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default-If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease will be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver will not prevent later cancellation for the same default occurring at any other time. Lessee will be subject to applicable provisions and penalties of FOGPMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest-Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

A. General:

1. Page 1 of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete page 1 of the form for all other types of leases.
2. Entries must be typed or printed plainly in ink. Offeror must sign Item 4 in ink.
3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.2-1 for office locations.
4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

B. Special:

Item 1-Enter offeror's name and billing address.

Item 2-Identify the mineral status and, if acquired lands, percentage of Federal ownership of applied for minerals. Indicate the agency controlling the surface of the land and the name of the unit or Project which the land is a part. The same offer may not include both Public

Domain and Acquired lands. Offeror also may provide other information that will assist in establishing title for minerals. The description of land must conform to 43 CFR 3110. A single parcel number and Sale Date will be the only acceptable description during the period from the first day following the end of a competitive process until the end of that same month, using the parcel number on the List of Lands Available for Competitive Nominations or the Notice of Competitive Lease Sale, whichever is appropriate.

Payments: The amount remitted must include the filing fee and the first year's rental at the rate of \$1.50 per acre or fraction thereof. The full rental based on the total acreage applied for must accompany an offer even if the mineral interest of the United States is less than 100 percent. The filing fee will be retained as a service charge even if the offer is completely rejected or withdrawn. To protect priority, it is important that the rental submitted be sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected will be returned.

Item 3-This space will be completed by the United States.

NOTICES

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this oil and gas lease offer.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C 351-359

PRINCIPAL PURPOSE: The information is to be used to process oil and gas offers and leases.

ROUTINE USES: (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when consent or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

The Paperwork Reduction Act of 1995 requires us to inform you that:  
This information is being collected pursuant to the law.  
This information will be used to create and maintain a record of oil and gas lease activity.  
Response to this request is required to obtain a benefit.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 1 hour per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0145), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop, 4011S, Washington, D.C. 20240

NM-11 LN

**SPECIAL CULTURAL RESOURCE**  
**LEASE NOTICE**

All development activities proposed under the authority of this lease are subject to compliance with Section 106 of the NHPA and Executive Order 13007. The lease area may contain historic properties, traditional cultural properties (TCP's), and/or sacred sites currently unknown to the BLM that were not identified in the Resource Management Plan or during the lease parcel review process. Depending on the nature of the lease developments being proposed and the cultural resources potentially affected, compliance with Section 106 of the National Historic Preservation Act and Executive Order 13007 could require intensive cultural resource inventories, Native American consultation, and mitigation measures to avoid adverse effects—the costs for which will be borne by the lessee. The BLM may require modifications to or disapprove proposed activities that are likely to adversely affect TCP's or sacred sites for which no mitigation measures are possible. This could result in extended time frames for processing authorizations for development activities, as well as changes in the ways in which developments are implemented.

SENM-S-1

POTASH STIPULATION

Stipulations to be made part of any oil and gas lease involving lands described in Secretarial Order, 51 Federal Register 39425 (October 28, 1986).

The lessee further agrees that:

- (1) Drilling for oil and gas shall be permitted only in the event that the lessee establishes to the satisfaction of the Authorized Officer, Bureau of Land Management, that such drilling will not interfere with the mining and recovery of potash deposits, or the interest of the United States will best be served by permitting such drilling.
- (2) No wells shall be drilled for oil or gas at a location which, in the opinion of the Authorized Officer, would result in undue waste of potash deposits or constitute a hazard to or unduly interfere with mining operations being conducted for the extraction of potash deposits.
- (3) When it is determined by the Authorized Officer, that unitization is necessary for orderly oil and gas development and proper protection of potash deposits, no well shall be drilled for oil or gas except pursuant to a unit plan approved by the Authorized Officer.
- (4) The drilling or the abandonment of any well on said lease shall be done in accordance with applicable oil and gas operating regulations (43 CFR 3160), including such requirements as the Authorized Officer may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing potash deposits or into mines or workings being utilized in the extraction of such deposits.

On the land(s) described below:

All Lands in Lease.

SENM-S-22

CONTROLLED SURFACE USE  
PRAIRIE CHICKENS

No surface use is allowed during the following time periods; unless otherwise specified, this stipulation does not apply to the operation and maintenance of production facilities.

Drilling for oil and gas, and 3-D geophysical exploration operations will not be allowed in Lesser Prairie Chicken Habitat during the period of March 1 through June 15, each year. During that period, other activities that produce noise or involve human activity, such as the maintenance of oil and gas facilities, geophysical exploration other than 3-D operations, and pipeline, road, and well pad construction, will be allowed except between 3:00 a.m. and 9:00 a.m. The 3:00 a.m. and 9:00 a.m. restriction will not apply to normal, around-the-clock operations, such as venting, flaring, or pumping, which do not require a human presence during the period. Additionally, no new drilling will be allowed within up to 200 meters of leks known at the time of permitting. Normal vehicle use on existing roads will not be restricted. Exhaust noise from pump jack engines must be muffled or otherwise controlled so as not to exceed 75 db measured at 30 feet from the source of the noise. Exceptions to these requirements will be considered for areas of no or low prairie chicken booming activity, or unoccupied habitat, including leks, as determined at the time of permitting, or in emergency situations.

For the purpose of: Protecting Prairie Chickens

Form 3000-2  
(January 2007)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
COMPETITIVE OIL AND GAS OR  
GEOTHERMAL RESOURCES LEASE BID  
30 U.S.C. 181 et seq.; 30 U.S.C. 351-35f  
30 U.S.C. 1001-1025; 42 U.S.C. 6508  
**NMNM 123525**

FORM APPROVED  
OMB NO. 1004-0074  
Expires: December 31, 2009

State NM  
Date of Sale 7-22-09

PARCEL NUMBER	AMOUNT OF BID (see instructions below)	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR (check one): <input checked="" type="checkbox"/> Oil and Gas Parcel Number <u>200907 029</u>	<u>68,000.00</u>	<u>420<sup>00</sup></u>
<input type="checkbox"/> Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases--43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases--43 CFR 3132; and (3) for Geothermal resources leases--43 CFR 3220. (See details concerning lease qualifications on next page.)

I CERTIFY THAT I have read and am in compliance with; and not in violation of the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form where the offer is the high bid, constitutes a binding lease offer including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made will result in rejection of the bid and forfeiture of all monies submitted.

Daniel E. Gonzales  
Print or Type Name of Lessee

[Signature]  
Signature of Lessee or Bidder

P.O. Box 2475  
Address of Lessee

Santa Fe NM 87504  
City State Zip

INSTRUCTIONS FOR OIL AND GAS BID  
(Except NPR-A)

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid must be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance must be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, must be submitted to the proper Bureau of Land Management (BLM) office within 10 working days after the last day of the oral auction. Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.
3. If the bidder is not the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the BLM.
4. This bid may be executed (*signed*) before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), the bidder may wish to leave the AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the BLM at the oral auction.

INSTRUCTIONS

INSTRUCTIONS FOR GEOTHERMAL OR  
NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify the parcel by the number assigned to a tract.
2. Bid must be accompanied by one-fifth of the total amount of the bid. The remittance must be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark the envelope "Bid for Geothermal Resources Lease" in (*Name of KGRA*) or "Bid for NPR-A Lease," as appropriate. Be sure correct parcel number of tract on which the bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If the bidder is not the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the BLM.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

FORM APPROVED  
OMB NO. 1004-0034  
Expires: April 30, 2009

NOV 16 2009

PAID  
RECEIPT# 2035611

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A  
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)  
Act for Acquired Lands of 1947 (30 U.S.C. 351 - 359)  
Geothermal Steam Act of 1970 (30 U.S.C. 1001 - 1025)  
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED  
OMB NO. 1004-0034  
Expires: April 30, 2009

Lease Serial No.  
NMNM 123525

Lease Effective Date  
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

I. Assignee\* Samson Resources Company  
Street 200 N. Loralne, Ste. 1010  
City, State, Zip Code Midland, TX 79702

Ia. Assignor Daniel E. Gonzales & Eliana S. Gonzales

\*If more than one assignee, check here  and list the name(s) and address(es) of all additional assignees on page 2 of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one)  Oil and Gas Lease, or  Geothermal Lease

Interest conveyed: (Check one or both, as appropriate)  Record Title,  Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on page 2, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d		
a  Lea County, New Mexico T. 20 S. - R. 34 E., N.M.P.M. Sec. 24 - W2SW 80.000 Acres	100%	100%	-0-	-0-	-0-

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA  
This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

Assignment approved for above described lands;

Assignment approved for attached land description

Assignment approved effective DEC 1 2009

Assignment approved for land description indicated on reverse of this form

By /s/ Rose Ann Ortiz  
Bureau of Land Management (BLM)

LAND LAW EXAMINER  
FLUIDS ADJUDICATION TEAM MAR 9 2010  
(Title) (Date)

(Continued on page 2)

Part A (Continued): ADDITIONAL SPACE for names and addresses of additional assignees in Item No.1, if needed, or for Land Description in Item No. 2, if needed.

STATE OF NEW MEXICO }  
COUNTY OF SANTA FE } ss.

On this 10th day of October, 2009, before me appeared Daniel E. Gonzales and Iliana S. Gonzales, husband & wife to me personally know to be the persons... described in and who executed the foregoing instrument and acknowledge that ...they...executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



OFFICIAL SEAL  
Teynan Ayala  
NOTARY PUBLIC-STATE OF NEW MEXICO

Teynan Ayala  
Notary Public  
Teynan Ayala

My commission expires: 1-30-2011

January 30, 2011

requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of October 20 09 Executed this 27th day of October 20 09

Name of Assignor as shown on current lease Daniel E. Gonzales

Assignor Daniel E. Gonzales  
or Daniel E. Gonzales  
Attorney-in-fact (Signature)

P.O. Box 2475  
Santa Fe NM 87504  
(City) (State) (Zip Code)

(Please type or print)  
Assignee Samson Resources Company  
or Etary Dupriest  
Attorney-in-fact (Signature) Vice President

Title 18 U.S.C. Sec.1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 3)

(Form 3000-3, page 2)

Form 2005-3  
(January 2010)

BLM NMSO  
SANTA FE  
RECEIVED

APR 11 2011

PAID  
RECEIPT # 1305599

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A  
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)  
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)  
Geothermal Stream Act of 1970 (30 U.S.C. 1001-1025)  
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED  
OMB NO. 1004-0034  
Expires: July 31, 2012

Lease Serial No. **NMUM 123525**  
Blanket Assignment

Lease Effective Date  
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee<sup>4</sup> Three Rivers Acquisition LLC 1a. Assignor Samson Resources Company  
 Street 1122 S. Capital of Texas Highway, Suite 325 Two West Second Street  
 City, State, Zip Code Austin, Texas 78746 Tulsa, Oklahoma 74103

\*If more than one assignee, check here  and list the name(s) and address(es) of all additional assignees on Page 2 of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one)  Oil and Gas Lease, or  Geothermal Lease

Interest conveyed: (Check one or both, as appropriate)  Record Title,  Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on Page 2, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d		
a Blanket Assignment. See Exhibit "A" attached hereto and made a part hereof.					

ARTICULAR ASSIGNMENT  
NMUM 114351

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE  
UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

- Assignment approved for above described lands:  Assignment approved for attached land description

Assignment approved effective MAY 01 2011  
 Assignment approved for land description indicated on this form.

By Guadalupe B. Obledo  
Bureau of Land Management (BLM)

LAND LAW EXAMINER  
FLUIDS ADJUDICATION TEAM  
(Title)

JUN 30 2011  
(Date)

Part A (Continued): ADDITIONAL SPACELINES for names and addresses of additional assignees in Item 1, if needed, or for Land Description in Item No. 2, if needed.

**PART B: CERTIFICATION AND REQUEST FOR APPROVAL**

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of December, 2010 To be effective as of October 1, 2010 Executed this 6 day of JANUARY, 2010 To be effective as of October 1, 2010

Name of Assignor as shown on current lease Samson Resources Company  
Please type or print

Three Rivers Acquisition LLC

Assignor \_\_\_\_\_ (Signature)

Assignee [Signature] (Signature)  
Michael Wichterich, President

or Attorney-in-fact [Signature] (Signature)  
Michael G. Duffel

or Attorney-in-fact \_\_\_\_\_ (Signature)

Two West Second Street  
(Assignor's Address)

Tulsa Oklahoma 74103  
(City) (State) (Zip Code)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

SRC LEASE NO.	BLM LEASE SERIAL NO.	LEASE DATE	LEGAL DESCRIPTION	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
				OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED
113360001	NMLC-066147A	12/01/1948	Township 20 South, Range 35 East, N.M.P.M. Sec. 18: Lot 2 Containing 39,910 acres, more or less	50%	50%	-0-	-0-	Those of Record
113380001	NMNM-060262	04/01/1960	Township 20 South, Range 34 East, N.M.P.M. Sec. 14: NW/4 NE/4, S/2 NE/4 Containing 120.00 acres, more or less	2.5948%	2.5948%	-0-	-0-	Those of Record
114035001	NMLC-066147D	12/01/1948	Township 20 South, Range 35 East, N.M.P.M. Sec. 18: SE/4 NW/4 Containing 40.00 acres, more or less	50%	50%	-0-	-0-	Those of Record
112510000	NMNM-115045	06/01/2006	Township 21 South, Range 32 East, N.M.P.M. Sec. 22: All Containing 640.00 acres, more or less	62.5%	62.5%	-0-	-0-	Those of Record
120570000	NMNM-123520	09/01/2009	Township 19 South, Range 33 East, N.M.P.M. Sec. 22: E/2 SE/4, SW/4 SE/4 Containing 120.00 acres, more or less	100%	100%	-0-	-0-	Those of Record
124540000	NMNM-121478	01/01/2009	Township 11 South, Range 32 East, N.M.P.M. Sec. 21: W/2 Containing 320.00 acres, more or less	50%	50%	-0-	-0-	Those of Record
129874000	NMNM-123525		Township 20 South, Range 34 East, N.M.P.M. Sec. 24: W/2 SW/4 Containing 80.00 acres, more or less	100%	100%	-0-	-0-	Those of Record

END OF EXHIBIT "A"

Form 3000-3  
(January 2009)  
BLM NMSO  
SANTA FE  
RECEIVED

AUG 14 2012

PAID  
RECEIPT# 2630155

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ASSIGNMENT OF RECORD TITLE INTEREST IN A  
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)  
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)  
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)  
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED  
OMB NO. 1004-0034  
Expires: July 31, 2012

Lease Serial No. NMNM-123525
Lease Effective Date (Anniversary Date) 9/1/2009
New Serial No.

Type or print plainly in ink and sign in ink.  
PART A: ASSIGNMENT

1. Assignee\* COG Operating LLC  
Street 550 W. Texas Avenue Suite 100  
City, State, Zip Code Midland, TX 79701

1a. Assignor Three Rivers Acquisition, L.L.C.  
1122 S. Capital of Texas Hwy Suite 325  
Austin, TX 78746

\*If more than one assignee, check here  and list the name(s) and address(es) of all additional assignees on page 2 of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one)  Oil and Gas Lease, or  Geothermal Lease

Interest conveyed: (Check one or both, as appropriate)  Record Title,  Overriding Royalty, payment out of product on or other similar interests or payments

2. This assignment conveys the following interest:

Land Description <small>Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.</small>	Percent of Interest			Percent of Overriding Royalty Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously Reserved or conveyed
	a	b	c	d	e
TOWNSHIP 20 SOUTH - RANGE 34 EAST SECTION 24: W/2 SW/4  80.00 acres <i>in</i>	OF RECORD	OF RECORD	0	0	OF RECORD

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE  
UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Assignment approved for above described details  
 Assignment approved for attached land description

Assignment approved effective SEP 01 2012  
 Assignment approved for land description indicated on page 2 of this form

By: [Signature]  
(Authorized Off. con)

LAND LAW EXAMINER  
FLUIDS ADJUDICATION TEAM  
(Title) OCT 19 2012  
(Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

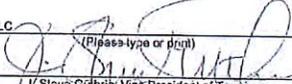
### PART B – CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner if an interest in the above designated lease that he/she hereby transfers to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17 (g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations, and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-for-the (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

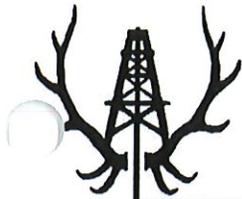
Executed this <u>1<sup>st</sup></u> day of <u>July</u> 20 <u>12</u>	Executed this <u>29<sup>th</sup></u> day of <u>June</u> 20 <u>12</u>
Effective April 1, 2012	
Name of Assignor as shown on current lease <u>Three Rivers Acquisition, L.L.C.</u>	COG Operating LLC
Assignor <u></u> Or <u>Gabriel L. Eliso, Chief Financial Officer</u>	Assignee <u></u> <u>Steve Guthrie, Vice President of Texas</u>
Attorney-in-fact _____ (Signature)	
<u>1122 S. Capital of Texas Hwy Suite 325</u> (Assignor's Address)	
Austin TX 78746 (City) (State) (Zip Code)	

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Information Collection Clearance Officer, (WO-530), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

# ELKHORN LAND & TITLE, LLC

400 N. Pennsylvania Ave., Suite 1220  
P.O. Box 38  
Roswell, New Mexico 88202



Office: (575) 627-3477

[www.elkhornlandandtitle.com](http://www.elkhornlandandtitle.com)

Fax: (866) 912-8990

## NAMES LIST

**W2 Section 25-T20S-R34E, N.M.P.M., Lea County, New Mexico**

**Prospect: #18-025, 3Bear LLC, AGI**

**Posting Date: N/A**

### Surface Owners:

Martha W. Skeen  
301 South Canyon  
Carlsbad, New Mexico 88220

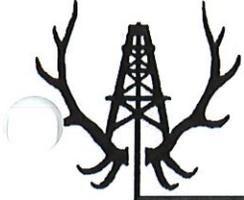
The Kelly Skeen Testamentary Trust, Linda Ann Jurva & Curtis Kelly Skeen, Trustees  
301 South Canyon  
Carlsbad, New Mexico 88220

Curtis K. Skeen & Carole D. Skeen  
1508 Riverside Drive  
Carlsbad, New Mexico 88220

Linda Skeen Jurva  
1134 Tracy Place  
Carlsbad, New Mexico 88220

### Operator:

Chisholm Energy Operating, LLC  
801 Cherry Street  
Fort Worth, Texas 76102  
817-953-3728



# ELKHORN LAND & TITLE, LLC

400 N. Pennsylvania Ave., Suite 1220  
P.O. Box 38  
Roswell, New Mexico 88202

Office: (575) 627-3477

[www.elkhornlandandtitle.com](http://www.elkhornlandandtitle.com)

Fax: (866) 912-8990

## NAMES LIST

**S2SE4, NE4SE4 Section 22-T20S-R34E, N.M.P.M., Lea County, New Mexico**

**Prospect: #18-025, 3Bear LLC, AGI**

**Posting Date: N/A**

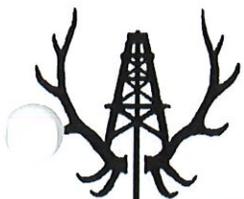
### Surface Owner:

T Over V Ranch Land LLLP  
P.O. Box 160  
Eunice, New Mexico 88231

### Operators:

Chestnut Exploration & Production, Inc.  
2201 N. Central Expressway, Suite 240  
Richardson, Texas 75080  
972-715-8807

Cimarex Energy Company  
600 N. Marienfeld Street, Suite 600  
Midland, Texas 79701  
432-620-1936



# ELKHORN LAND & TITLE, LLC

400 N. Pennsylvania Ave., Suite 1220

P.O. Box 38

Roswell, New Mexico 88202

---

Office: (575) 627-3477

[www.elkhornlandandtitle.com](http://www.elkhornlandandtitle.com)

Fax: (866) 912-8990

## NAMES LIST

**S2 Section 23-T20S-R34E, N.M.P.M., Lea County, New Mexico**

**Prospect: #18-025, 3Bear LLC, AGI**

**Posting Date: N/A**

### Surface Owner:

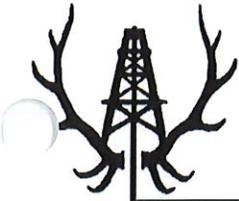
Bureau of Land Management  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508

### Operators:

Cimarex Energy Company  
600 N. Marienfeld Street, Suite 600  
Midland, Texas 79701  
432-620-1936

Chisholm Energy Operating, LLC  
801 Cherry Street  
Fort Worth, Texas 76102  
817-953-3728

Burk Royalty Co., Ltd.  
P.O. Box 94903  
Wichita Falls, Texas 76308  
940-397-8650



# ELKHORN LAND & TITLE, LLC

400 N. Pennsylvania Ave., Suite 1220

P.O. Box 38

Roswell, New Mexico 88202

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Fax: (866) 912-8990

## NAMES LIST

**SW4SW4 Section 24-T20S-R34E, N.M.P.M., Lea County, New Mexico**

**Federal Lease No.: NMNM-123525**

**Prospect: #18-025, 3Bear LLC, AGI**

**Posting Date: 11/10/2018 at 5:00 P.M. (County); 11/27/2018 (Federal)**

### Surface Owner:

S&S Inc.

P.O. Box 1046

Eunice, New Mexico 88231

### Working Interest Owner:

COG Operating LLC

600 W. Illinois Ave.

Midland, Texas 79701

432-683-7443



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## NAMES LIST

**NE4, NE4NW4, NE4SE4 Section 34-T20S-R34E, N.M.P.M., Lea County, New Mexico**  
**Prospect: #18-025, 3Bear LLC, AGI**  
**Posting Date: N/A**

### Surface Owners:

T Over V Ranch Land LLLP  
P.O. Box 160  
Eunice, New Mexico 88231

Plains Pipeline LP  
P.O. Box 4648  
Houston, Texas 77210

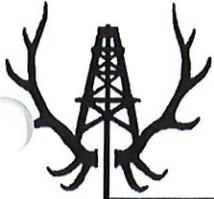
### Operators:

Mas Operating Co.  
P.O. Box 52167  
Midland, Texas 79710  
432-618-0678

COG Operating LLC  
600 W. Illinois Ave.  
Midland, Texas 79701  
432-683-7443

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## NAMES LIST

**N2NW4, SW4NW4, NW4SW4 Section 36-T20S-R34E, N.M.P.M., Lea County, New Mexico**

**Prospect: #18-025, 3Bear LLC, AGI**

**Posting Date: N/A**

### Surface Owner:

S&S Inc.  
P.O. Box 1046  
Eunice, New Mexico 88231

### Operator:

COG Operating LLC  
600 W. Illinois Avenue  
Midland, Texas 79701  
432-683-7443

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## NAMES LIST

**N2, N2S2 Section 35-T20S-R34E, N.M.P.M., Lea County, New Mexico**

**Prospect: #18-025, 3Bear LLC, AGI**

**Posting Date: N/A**

### Surface Owners:

T Over V Ranch Land LLLP  
P.O. Box 160  
Eunice, New Mexico 88231

Bureau of Land Management  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508

### Operators:

Cimarex Energy Company  
600 N. Marienfeld Street, Suite 600  
Midland, Texas 79701  
432-620-1936

Burk Royalty Co., Ltd.  
P.O. Box 94903  
Wichita Falls, Texas 76308  
940-397-8650

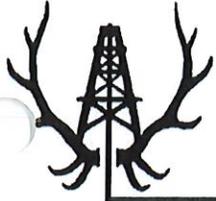
COG Operating LLC  
600 W. Illinois Avenue  
Midland, Texas 79701  
432-683-7443

BC Operating, Inc.  
P.O. Box 50820  
Midland, Texas 79710  
432-684-9696

Mas Operating Co.  
P.O. Box 52167  
Midland, Texas 79710  
432-616-0678

# ELKHORN LAND & TITLE, LLC

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Fax: (866) 912-8990

## NAMES LIST

**E2, E2W2 Section 27-T20S-R34E, N.M.P.M., Lea County, New Mexico**

**Prospect: #18-025, 3Bear LLC, AGI**

**Posting Date: N/A**

### Surface Owners:

T Over V Ranch Land LLLP  
P.O. Box 160  
Eunice, New Mexico 88231

Bureau of Land Management  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508

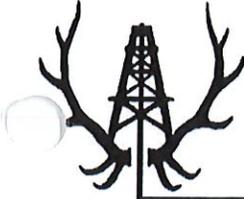
### Operators:

Chestnut Exploration & Production, Inc.  
2201 N. Central Expressway, Suite 240  
Richardson, Texas 75080  
972-715-8807

Marathon Oil Permian LLC  
5555 San Felipe Street  
Houston, Texas 77056  
713-296-2500

Mas Operating Co.  
P.O. Box 52167  
Midland, Texas 79710  
432-618-0678

Apache Corporation  
303 Veterans Airpark Lane, Suite 1000  
Midland, Texas 79705  
432-818-1000



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Fax: (866) 912-8990

## NAMES LIST

**All Section 26-T20S-R34E, N.M.P.M., Lea County, New Mexico  
Prospect: #18-025, 3Bear LLC, AGI  
Posting Date: N/A**

### Surface Owners:

T Over V Ranch Land LLLP  
P.O. Box 160  
Eunice, New Mexico 88231

3 Bear Delaware Operating-NM LLC  
1512 Larimer Street, Suite 540  
Denver, Colorado 80202

### Operators:

Cimarex Energy Company  
600 N. Marienfeld Street, Suite 600  
Midland, Texas 79701  
432-620-1936

Burk Royalty Co., Ltd.  
P.O. Box 94903  
Wichita Falls, Texas 76308  
940-397-8650

3 Bear Field Services, LLC  
500 Don Gaspar Avenue  
Santa Fe, New Mexico 87505  
575-626-7100