



**ASSIGNMENT OF OVERRIDING ROYALTY**

THIS ASSIGNMENT, between PITCH ENERGY CORPORATION, a New Mexico corporation, hereinafter referred to as "Assignor," and COSTAPLENTY ENERGY CORPORATION, PO Box 1182, Artesia, NM 88211-1182, hereinafter referred to as "Assignee,"

**WITNESSETH:**

Assignor, in consideration of Ten and Other Dollars, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, assign and convey to Assignee and Assignee's heirs, successors and assigns, an undivided .0025 overriding royalty, covering the following lands in Eddy County, New Mexico:

**United States Oil and Gas Lease LC-029395-B**

Township 17 South, Range 31 East, N.M.P.M.

Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 (All)

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 (All)

Section 8: All

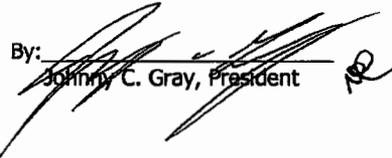
Limited in depth to those depths below the top of the Glorieta formation

The overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of the lease are computed and paid, and Assignee shall be responsible for Assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. The overriding royalty shall be subject to any governmentally approved cooperative or unit plan of development or operation or Communitization or other agreement forming a well spacing or proration unit under the rules or regulations of the New Mexico Oil Conservation Division, to which the lease is now committed or may hereafter be committed, and in such event the overriding royalty shall be computed and paid on the basis of the oil and gas allocated to the lands pursuant to the terms of the plan or agreement.

EXECUTED this 3<sup>rd</sup> day of August, 2009, but effective December 1, 2008.

"Assignor"

PITCH ENERGY CORPORATION

By:   
Johnny C. Gray, President

STATE OF NEW MEXICO )  
                                  ) : ss.  
COUNTY OF EDDY      )

This instrument was acknowledged before me on August 3, 2009, by Johnny C. Gray, President of PITCH ENERGY CORPORATION, a New Mexico corporation on behalf of said corporation.

  
Notary Public

 OFFICIAL SEAL  
Misti McLurg  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: 3-19-11

 SEAL  
EDDY COUNTY CLERK  
NEW MEXICO

RECEPTION NO: 0907792 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 08/06/2009 8:35 AM  
BOOK 0785 PAGE 0497  
DARLENE ROSPRIM, COUNTY CLERK

NANCY T AGNEW  
MARBOB ENERGY CORP  
P O BOX 227  
ARTESIA NM 88211-0227

**ASSIGNMENT OF OVERRIDING ROYALTY**

THIS ASSIGNMENT, between MARBOB ENERGY CORPORATION, a New Mexico corporation, hereinafter referred to as "Assignor", and COSTAPLENTY ENERGY CORPORATION, a New Mexico corporation, PO Box 1182, Artesia, New Mexico 88211-1182, hereinafter referred to as "Assignee,"

**WITNESSETH**

Assignor, in consideration of Ten and Other Dollars, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, assign and convey to Assignee and Assignee's heirs, successors and assigns, an undivided 0.00250000 overriding royalty, covering the following lands in Eddy County, New Mexico:

Township 17 South, Range 31 East, N.M.P.M.

United States Oil and Gas Lease No. LC-029435-A

Section 7: Lots 1, 2, 3, 4, E/2W/4, E/2 (All)

The overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of the lease are computed and paid, and Assignee shall be responsible for Assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. The overriding royalty shall be subject to any governmentally approved cooperative or unit plan of development or operation or communitization or other agreement forming a well spacing or proration unit under the rules or regulations of the New Mexico Oil Conservation Division, to which the lease is now committed or may hereafter be committed, and in such event the overriding royalty shall be computed and paid on the basis of the oil and gas allocated to the lands pursuant to the terms of the plan or agreement.

EXECUTED this 16 day of September, 2010, but effective December 1, 2008.

"Assignor"

**MARBOB ENERGY CORPORATION**

By: Dean Chumbley  
Dean Chumbley, Attorney-in-Fact

STATE OF NEW MEXICO )  
  ) ss.  
COUNTY OF EDDY )

This instrument was acknowledged before me on September 16, 2010, by Dean Chumbley, Attorney-in-Fact of MARBOB ENERGY CORPORATION, a New Mexico corporation, on behalf of said corporation.

Melanie J. Parker  
Notary Public

 OFFICIAL SEAL  
Melanie J. Parker  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: Oct 26, 2012

RECEPTION NO: 1009428 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 09/16/2010 10:46 AM  
BOOK 0826 PAGE 0811 U Hernandez  
DARLENE ROSPRIM, COUNTY CLERK



Raye Miller  
2308 Sierra Vista Rd  
Artesia NM 88210

**ASSIGNMENT OF OVERRIDING ROYALTY**

THIS ASSIGNMENT, between MARBOB ENERGY CORPORATION, a New Mexico corporation, hereinafter referred to as "Assignor", and NESTEGG ENERGY CORPORATION, a New Mexico corporation, 2308 Sierra Vista Road, Artesia, New Mexico 88210, hereinafter referred to as "Assignee,"

**WITNESSETH**

Assignor, in consideration of Ten and Other Dollars, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, assign and convey to Assignee and Assignee's heirs, successors and assigns, an undivided 0.00250000 overriding royalty, covering the following lands in Eddy County, New Mexico:

Township 17 South, Range 31 East, N.M.P.M.

United States Oil and Gas Lease No. LC-029435-A

Section 7: Lots 1, 2, 3, 4, E/2W/4, E/2 (All)

The overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of the lease are computed and paid, and Assignee shall be responsible for Assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. The overriding royalty shall be subject to any governmentally approved cooperative or unit plan of development or operation or communitization or other agreement forming a well spacing or proration unit under the rules or regulations of the New Mexico Oil Conservation Division, to which the lease is now committed or may hereafter be committed, and in such event the overriding royalty shall be computed and paid on the basis of the oil and gas allocated to the lands pursuant to the terms of the plan or agreement.

EXECUTED this 16 day of September, 2010, but effective December 1, 2008.

"Assignor"

**MARBOB ENERGY CORPORATION**

By: Dean Chumbley  
Dean Chumbley, Attorney-in-Fact

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF EDDY )

This instrument was acknowledged before me on September 16, 2010, by Dean Chumbley, Attorney-in-Fact of MARBOB ENERGY CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL  
Melanie J. Parker  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: Oct 26, 2012

Melanie J. Parker  
Notary Public

RECEPTION NO: 1009427 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 09/16/2010 10:46 AM  
BOOK 0826 PAGE 0810 en Noranden  
DARLENE ROSPRIM, COUNTY CLERK



**ASSIGNMENT OF OVERRIDING ROYALTY**

THIS ASSIGNMENT, between MARBOB ENERGY CORPORATION, a New Mexico corporation, hereinafter referred to as "Assignor", and COSTAPLENTY ENERGY CORPORATION, a New Mexico corporation, PO Box 1182, Artesia, New Mexico 88211-1182, hereinafter referred to as "Assignee,"

**WITNESSETH**

Assignor, in consideration of Ten and Other Dollars, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, assign and convey to Assignee and Assignee's heirs, successors and assigns, an undivided 0.00250000 overriding royalty, covering the following lands in Eddy County, New Mexico:

Township 17 South, Range 31 East, N.M.P.M.

United States Oil and Gas Lease No. LC-029426-B

Section 3: S/2  
Section 4: W/2  
Section 9: All  
Section 10: All

The overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of the lease are computed and paid, and Assignee shall be responsible for Assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. The overriding royalty shall be subject to any governmentally approved cooperative or unit plan of development or operation or communitization or other agreement forming a well spacing or proration unit under the rules or regulations of the New Mexico Oil Conservation Division, to which the lease is now committed or may hereafter be committed, and in such event the overriding royalty shall be computed and paid on the basis of the oil and gas allocated to the lands pursuant to the terms of the plan or agreement.

EXECUTED this 16 day of September, 2010, but effective December 1, 2008.

"Assignor"

**MARBOB ENERGY CORPORATION**

By: Dean Chumbley  
Dean Chumbley, Attorney-in-Fact

STATE OF NEW MEXICO    )  
  ) ss.  
COUNTY OF EDDY         )

This instrument was acknowledged before me on September 16, 2010, by Dean Chumbley, Attorney-in-Fact of MARBOB ENERGY CORPORATION, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL  
Melanie J. Parker  
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires Oct 26, 2012

Melanie J. Parker  
Notary Public

RECEPTION NO: 1009426 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 09/16/2010 10:45 AM  
BOOK 0826 PAGE 0809 e. Hernandez  
DARLENE ROSPRIM, COUNTY CLERK



**ASSIGNMENT OF OVERRIDING ROYALTY**

THIS ASSIGNMENT, between MARBOB ENERGY CORPORATION, a New Mexico corporation, hereinafter referred to as "Assignor", and NESTEGG ENERGY CORPORATION, a New Mexico corporation, 2308 Sierra Vista Road, Artesia, New Mexico 88210, hereinafter referred to as "Assignee,"

**WITNESSETH**

Assignor, in consideration of Ten and Other Dollars, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, assign and convey to Assignee and Assignee's heirs, successors and assigns, an undivided 0.00250000 overriding royalty, covering the following lands in Eddy County, New Mexico:

Township 17 South, Range 31 East, N.M.P.M.

United States Oil and Gas Lease No. LC-029426-B

Section 3: S/2  
Section 4: W/2  
Section 9: All  
Section 10: All

The overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of the lease are computed and paid, and Assignee shall be responsible for Assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. The overriding royalty shall be subject to any governmentally approved cooperative or unit plan of development or operation or communitization or other agreement forming a well spacing or proration unit under the rules or regulations of the New Mexico Oil Conservation Division, to which the lease is now committed or may hereafter be committed, and in such event the overriding royalty shall be computed and paid on the basis of the oil and gas allocated to the lands pursuant to the terms of the plan or agreement.

EXECUTED this 16 day of September, 2010, but effective December 1, 2008.

"Assignor"

**MARBOB ENERGY CORPORATION**

By: Dean Chumbley  
Dean Chumbley, Attorney-in-Fact

STATE OF NEW MEXICO    )  
  ) ss.  
COUNTY OF EDDY        )

This instrument was acknowledged before me on September 16, 2010, by Dean Chumbley, Attorney-in-Fact of MARBOB ENERGY CORPORATION, a New Mexico corporation, on behalf of said corporation.

 OFFICIAL SEAL  
Melanie J. Parker  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: Oct 26, 2012

Melanie J. Parker  
Notary Public

RECEPTION NO: 1009425 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 09/16/2010 10:45 AM  
BOOK 0826 PAGE 0808 440  
DARLENE ROSPRIM, COUNTY CLERK

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Raye Miller  
2308 Sierra Vista Rd  
Artesia NM 88210



CONVEYANCE OF OIL AND GAS LEASES

THIS CONVEYANCE, between COSTAPLENTY ENERGY CORPORATION, a New Mexico corporation, hereinafter referred to as "Assignor," and NESTEGG ENERGY CORPORATION., a New Mexico corporation, 2308 Sierra Vista Road, Artesia, New Mexico 88210, hereinafter referred to as "Assignee,"

WITNESSETH:

1. Assignor, for valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and assign, set over and deliver, effective October 1, 2010, unto Assignee, and Assignee's successors and assigns, the following:

a) The interests in the oil and gas leases specifically described in Exhibit "A" attached hereto and made a part hereof; subject, however, to the restrictions, exceptions, reservations, conditions, limitations, existing royalties, and other matters, if any, heretofore created and validly shown of record;

b) A like interest in all of Assignor's right, title and interest in, to and under, or derived from:

i) All of the presently existing and valid unitization agreements and unit operating agreements and the properties and interests credited thereby;

ii) All of the presently existing and valid oil, casinghead gas and gas sales purchase agreements; and

iii) All other contracts, agreements and instruments,

which relate to any of the properties and interests specifically described in Exhibit "A" (or properties unitized therewith), or to the production of oil, gas and other hydrocarbon substances from or attributable to said interests;

c) A like interest in all personal property, improvements, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the interests described in Exhibit "A" or the production, treating, storing or transportation of oil, gas and other hydrocarbon substances, including, but not by way of limitation, wells, casing, tubing, pumps, flow lines, gas lines, water lines, salt water disposal facilities, tanks, separators, buildings, machinery, equipment, roads and other appurtenances situated on the interests described in Exhibit "A" or lands unitized therewith or which are used in connection with hydrocarbon operations on the interests described in 1 a), b) and c) above, or lands unitized therewith.

2. THE INTERESTS ARE CONVEYED AND ASSIGNED WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, AND THAT ALL INTERESTS, PERSONAL PROPERTY AND EQUIPMENT CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS, AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES ATTRIBUTABLE TO THE

INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

3. Assignor shall execute and deliver all such other instruments, notices, division or transfer orders, releases, acquittances and documents, and will do all such other acts and things as may be necessary to more fully assure Assignee, its successors and assigns, all of the respective rights, titles, interests, estates, remedies, powers and privileges herein and hereby granted, bargained, sold, conveyed, assigned and delivered or intended so to be.

4. Assignee shall observe and comply with all covenants, terms and provisions, express or implied, contained in the agreements, leases, easements and all other contracts pertaining to Assignor's interest in the Assets which appear of record in the records of Chaves, Eddy and Lea Counties as of the Effective Date of closing of this purchase and sale, or are found in the files of Assignor, or have otherwise been provided to Assignee.

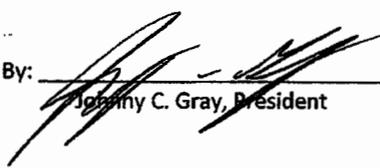
5. Assignor makes no warranties of title, either express or implied, but this conveyance is made with full substitution and subrogation of the Assignee in and to all covenants and warranties heretofore given or made by others in respect to the interests conveyed herein or any part thereof.

6. All of the covenants and agreements of Assignor shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused this conveyance to be duly executed on this <sup>1st</sup>~~25th~~ day of October, 2010, but effective October 1, 2010.

"Assignor"

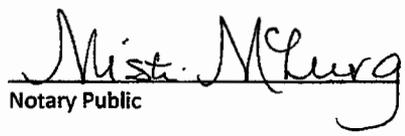
COSTAPLENTY ENERGY CORPORATION

By:   
Johnny C. Gray, President

STATE OF NEW MEXICO     )  
  : ss.  
COUNTY OF EDDY         )

This instrument was acknowledged before me on October <sup>25</sup>~~1~~, 2010 by Johnny C. Gray, President of COSTAPLENTY ENERGY CORPORATION, on behalf of said corporation.

 OFFICIAL SEAL  
Misti McLurg  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: 3-19-11

  
Notary Public

**EXHIBIT "A"**

Attached to that certain Conveyance of Oil and Gas Leases effective October 1, 2010 from Costaplenty Energy Corporation to Nestegg Energy Corporation.

**The following lands are located in Eddy County, New Mexico**

1. **Roundy Round Federal Com Lease.** An undivided .50% overriding royalty interest in United States Oil and Gas Lease NM 97117, underlying the following described lands:

Township 21 South, Range 26 East, N.M.P.M.

Section 32: NE/4

2. **Little Roundy Round Federal Com Lease.** An undivided .50% overriding royalty interest in United States Oil and Gas Lease NM 97116, underlying the following described lands:

Township 21 South, Range 26 East, N.M.P.M.

Section 29: Lots 9, 10, 11, 12, 13, 14, 15, 16 (S/2)

3. **BR-549 State Lease.** An undivided .25% overriding royalty interest in State of New Mexico Lease B-7596, underlying the following described lands:

Township 17 South, Range 29 East, N.M.P.M.

Section 27: W/2NW/4

Limited in depth to those depths from 3,500 feet beneath the surface to the top of the Abo formation

4. **Walterthon Fee Lease.** An undivided .475% overriding royalty in the following oil and gas leases, limited in depth to those depths from the surface to the base of the Morrow formation, underlying the following described lands:

- a.) Lessee: Alvin L. Rose and wife, Wanda Faye Rose

Township 22 South, Range 27 East, N.M.P.M.

Section 21: N/2NW/4

- b.) Lessee: Edna Nichols

Township 22 South, Range 27 East, N.M.P.M.

Section 21: N/2NW/4

- c.) Lessee: Ruth Nichols Nymeyer and husband, Bill Nymeyer

Township 22 South, Range 27 East, N.M.P.M.

Section 21: N/2NW/4

d.) Lessee: Jeri Quinn and husband, Thomas Quinn

Township 22 South, Range 27 East, N.M.P.M.

Section 21: N/2NW/4

e.) Lessee: Patricia Pierson and husband, R. L. Pierson

Township 22 South, Range 27 East, N.M.P.M.

Section 21: N/2NW/4

f.) Lessee: Leatrice Marie Brackhahn

Township 22 South, Range 27 East, N.M.P.M.

Section 21: N/2NW/4

g.) Lessee: Oral C. Nichols and wife, Phyllis S. Nichols

Township 22 South, Range 27 East, N.M.P.M.

Section 21: S/2NW/4

f.) Lessee: Eugene C. Walterscheid and wife, Willa Sue Walterscheid

Township 22 South, Range 27 East, N.M.P.M.

Section 21: NE/4

5. CCAP State 1 Lease. An undivided .25327% overriding royalty interest in the following State of New Mexico oil and gas leases, underlying the following described lands:

State of New Mexico Oil and Gas Lease L 6381

Township 22 South, Range 27 East, N.M.P.M.

Section 16: S/2NW/4, NW/4SW/4

Limited in depth to those depths from the surface to the base of the Morrow formation

State of New Mexico Oil and Gas Lease LG 6632

Township 22 South, Range 27 East, N.M.P.M.

Section 16: N/2NW/4, NE/4SW/4, S/2SW/4

Limited in depth to those depths from the surface to the base of the Morrow formation

6. CCAP State 2, 3 Lease. An undivided .09146% overriding royalty interest in the following State of New Mexico oil and gas leases, underlying the following described lands:

State of New Mexico Oil and Gas Lease L 6381

Township 22 South, Range 27 East, N.M.P.M.

Section 16: SE/4NE/4, W/2SE/4  
Limited in depth to those depths from the surface to the base of the Morrow formation

State of New Mexico Oil and Gas Lease LG 6632

Township 22 South, Range 27 East, N.M.P.M.

Section 16: N/2NE/4, SW/4NE/4, E/2SE/4  
Limited in depth to those depths from the surface to the base of the Morrow formation

7. SDX State Lease. An undivided .50% overriding royalty interest in State of New Mexico Oil and Gas Lease V 5503, underlying the following described lands:

Township 18 South, Range 28 East, N.M.P.M.

Section 36: W/2

8. State QQ Lease. An undivided .40% overriding royalty interest in the following State of New Mexico oil and gas leases, underlying the following described lands:

State of New Mexico Oil and Gas Lease L 428

Township 23 South, Range 27 East, N.M.P.M.

Section 17: E/2NE/4  
Limited in depth to those depths from the surface to the base of the Morrow formation

State of New Mexico Oil and Gas Lease L 429

Township 23 South, Range 27 East, N.M.P.M.

Section 17: W/2NE/4, NW/4  
Limited in depth to those depths from the surface to the base of the Morrow formation

9. Primero Federal Lease. An undivided .40% overriding royalty interest in United State Oil and Gas Lease NM 100316, underlying the following described lands:

Township 26 South, Range 24 East, N.M.P.M.

Section 14: Lots 1, 2, 3, 4, 5, 6, 7, 8, SE/4  
Section 15: Lots 1, 2, 3, 4, SW/4  
Section 22: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16

Section 23: All  
Section 24: All

10. Lightfoot 20 State No. 1. An undivided .25% overriding royalty interest in State of New Mexico Lease VA-938, underlying the following described lands:

Township 19 South, Range 28 East, N.M.P.M.

Section 20: SW/4SW/4

11. Oxy Ruger State. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease E-648, underlying the following described lands:

Township 19 South, Range 28 East, N.M.P.M.

Section 9: W/2SW/4, SE/4SW/4, E/2NE/4, N/2SE/4  
Limited to all depths;

Section 9: NE/4SW/4  
Limited in depth to those depths 500 feet below the top of the San Andres formation

12. Lucy Pearl and Ford State Lease. An undivided 9.375% overriding royalty interest in State of New Mexico Oil and Gas Lease E-4205, underlying the following described lands:

Township 22 South, Range 28 East, N.M.P.M.

Section 2: Lots 2, 3, SE/4NW/4, SW/4NE/4  
Limited in depth from the surface to the base of the Delaware formation

13. AA State Lease. An undivided .25% overriding royalty interest in State of New Mexico Lease E-949, underlying the following described lands:

Township 17 South, Range 28 East, N.M.P.M.

Section 32: SE/4NW/4  
Limited in depth to all depths, save and except the Abo formation

14. AA State Offset Lease. An undivided .125% overriding royalty interest in State of New Mexico Lease E-647, underlying the following described lands:

Township 17 South, Range 28 East, N.M.P.M.

Section 29: W/2SE/4  
Limited in depth from the surface to the base of the Abo formation

Section 29: SE/4SE/4  
Limited in depth from the base of the San Andres formation to the base of the Abo formation

Section 31: NE/4NE/4  
Limited in depth to all depths below the base of the San Andres formation

Section 31: SE/4NE/4, E/2SE/4  
Limited in depth as to all depths below the base of the San Andres formation, save and except the Abo formation

Section 31: Lots 3, 4 (W/2SW/4)  
Limited in depth as to all depths below the 3,000 feet, save and except the Abo formation

Section 32: SW/4  
Limited in depth as to all depths below the base of the San Andres formation, save and except the Abo formation

Section 32: NE/4  
Limited in depth from the base of the San Andres formation to the base of the Abo formation

Section 35: S/2NE/4, SE/4NW/4  
Limited in depth from 2,900 feet to the top of the Abo formation

15. Gravedigger, Cemetary, and Quick Draw Leases. All of Assignor's right, title and interest, as is more particularly described in Assignment of Overriding Royalty recorded at Book 780, Page 521 on June 15, 2009 in the Eddy County Records.
16. NFE and Roadrunner Federal Lease. An undivided .25% overriding royalty interest in United States Oil and Gas Lease LC-029395B, underlying the following described lands:

Township 17 South, Range 31 East, N.M.P.M.

Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 (All)  
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 (All)  
Section 8: All  
All limited in depth to those depths below the top of the Glorieta formation

17. Cedar Lake North Federal. An undivided .25% overriding royalty interest in United States Oil and Gas Lease LC-029426B, underlying the following described lands:

Township 17 South, Range 31 East, N.M.P.M.

Section 3: S/2  
Section 4: W/2  
Section 9: All  
Section 10: All

18. Cedar Lake North Federal. An undivided .25% overriding royalty interest in United States Oil and Gas Lease LC-029435A, underlying the following described lands:

Township 17 South, Range 31 East, N.M.P.M.

Section 7: Lots 1, 2, 3, 4, E/2W/2, E/2 (All)

19. Cedar Lake South Federal. An undivided .25% overriding royalty interest in United States Oil and Gas Lease LC-065015, underlying the following described lands:

Township 17 South, Range 31 East, N.M.P.M.

Section 30: E/2NW/4

20. Cedar Lake South Federal. An undivided .25% overriding royalty interest in United States Oil and Gas Lease LC-065014, underlying the following described lands:

Township 17 South, Range 31 East, N.M.P.M.

Section 30: NE/4

21. AA Offset State. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease B-10021, underlying the following described lands:

Township 17 South, Range 28 East, N.M.P.M.

Section 31: SW/4NE/4

Limited in depth to all depths below 1,894 feet, save and except the Abo formation

22. AA Offset State. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease B-7966, underlying the following described lands:

Township 17 South, Range 28 East, N.M.P.M.

Section 31: NE/4SW/4

Limited in depth as to all depths, save and except the Abo formation

23. Arco 26 Offset State. An undivided .125% overriding royalty interest in State of New Mexico Lease E-647, underlying the following described lands:

Township 17 South, Range 28 East, N.M.P.M.

Section 26: SE/4NE/4, SW/4NE/4

Limited to depths from 3,560 feet to the top of the Abo formation

Section 26: NE/4NE/4

Limited to depths from 4,070 feet to the base of the Abo formation

Section 26: NW/4NE/4

Limited to depths from 4,000 feet to the base of the Abo formation

Section 26: NW/4SE/4, NE/4SE/4, SE/4NW/4, NE/4SW/4

Limited to depths from the base of the San Andres formation to the top of the Abo formation

Section 26: NE/4NW/4, NW/4NW/4, SW/4NW/4

Limited to depths from the base of the San Andres formation to the base of the Abo formation

24. An undivided .125% overriding royalty interest in United States Oil and Gas Lease NM-29272, underlying the following described lands:

Township 18 South, Range 27 East, N.M.P.M.

Section 11: SE/4NE/4

Limited in depth to all depths below the base of the Abo formation

25. An undivided .1455% overriding royalty interest in United States Oil and Gas Lease NM-428657, underlying the following described lands:

Township 19 South, Range 28 East, N.M.P.M.

Section 33: S/2

Limited in depth to all depths, save and except the Wolfcamp formation

26. An undivided .125% overriding royalty interest in United States Oil and Gas Lease LC-067858, underlying the following described lands:

Township 18 South, Range 27 East, N.M.P.M.

Section 11: NE/4NE/4

Limited in depth to all depths below the base of the Abo formation

Section 11: W/2NE/4

Limited in depth to all depths, save and except the Abo formation

Section 11: NW/4

Limited in depth from the base of the Wolfcamp formation to the base of the Morrow formation

27. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease E-648, underlying the following described lands:

Township 19 South, Range 28 East, N.M.P.M.

Section 27: S/2NE/4

Limited in depth to all depths below 500 feet below the top of the Abo formation

28. An undivided .0625% overriding royalty interest in State of New Mexico Oil and Gas Lease E-647, underlying the following described lands:

Township 18 South, Range 28 East, N.M.P.M.

Section 31: N/2

Limited in depth as to all depths below 500 feet below the top of the San Andres formation

29. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease E-648, underlying the following described lands:

Township 18 South, Range 27 East, N.M.P.M.

Section 25: NW/4, S/2, N/2NE/4, SE/4NE/4  
 Limited in depth as to all depths below 500 feet below the top of the San Andres formation

30. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease E-648, underlying the following described lands:

Township 19 South, Range 28 East, N.M.P.M.

Section 22: SW/4NE/4, S/2  
 Limited in depth as to all depths below 500 feet below the top of the San Andres formation

Section 22: SE/4SW/4, S/2SE/4  
 Limited in depth from the surface to 500 feet below the top of the San Andres formation

31. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease E-648, underlying the following described lands:

Township 19 South, Range 28 East, N.M.P.M.

Section 14: E/2  
 Limited in depth as to all depths below 500 feet below the top of the San Andres formation

32. An undivided .625% overriding royalty interest in State of New Mexico Oil and Gas Lease E-648, underlying the following described lands:

Township 19 South, Range 28 East, N.M.P.M.

Section 10: W/2NW/4, NE/4NE/4, NW/4SE/4, SE/4SE/4  
 As to all depths

Section 10: SE/4NE/4, NE/4SE/4, SW/4SE/4  
 Limited in depth as to all depths below 500 feet below the top of the San Andres formation

33. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease E-648, underlying the following described lands:

Township 19 South, Range 28 East, N.M.P.M.

Section 10: NW/4SW/4, S/2SW/4  
 As to all depths

Section 10: NE/4SW/4  
 Limited in depth as to all depths below 500 feet below the top of the San Andres formation

34. An undivided .125% overriding royalty interest in State of New Mexico Oil and Gas Lease E-647, underlying the following described lands:

Township 18 South, Range 28 East, N.M.P.M.

Section 29: S/2, E/2NW/4, SE/4NE/4  
Limited in depth as to all depths below 500 feet below the top of the San Andres formation

35. An undivided .25% overriding royalty interest in State of New Mexico Oil and Gas Lease B-3627, underlying the following described lands:

Township 17 South, Range 30 East, N.M.P.M.

Section 36: N/2SW/4

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DARLENE ROSPRIM, COUNTY CLERK

