AFTER RECORDING RETURN TO: Mr. Greg Daggett COG Operating LLC 550 W. Texas, Suite 100 Midland, Texas 79701

[COG, et al Assignment]

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), dated effective as of 7:00 a.m. on October 1, 2010 (the "Effective Time"), is made from MARBOB ENERGY CORPORATION, a New Mexico corporation, PITCH ENERGY CORPORATION, a New Mexico corporation, COSTAPLENTY ENERGY CORPORATION, a New Mexico corporation and JOHN R. GRAY, LLC, a New Mexico limited liability company (collectively, "Assignors," or individually an "Assignor"), all having an address at P. O. Box 810, Artesia, New Mexico 88210, to COG OPERATING LLC, a Delaware limited liability company and CONCHO OIL & GAS LLC, a Texas limited liability company (collectively, "Assignees," or individually an "Assignee"), both having an address at 550 West Texas Avenue, Suite 100, Midland, Texas 79701.

ARTICLE I Granting and Habendum

Section 1.01 <u>Assets</u>. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignors do hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignees, in the **proportions of Ninety-Five Percent (95%) to COG Operating LLC and Five Percent (5%)** to Concho Oil & Gas LLC, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets. The term "Assets" means all of each Assignor's undivided interest, whether legal or equitable, in and to the following (and shall not, for the avoidance of doubt, include the Excluded Assets):

(a) (i) the oil, gas and/or mineral leases described or referred to in Exhibit A attached hereto, together with all amendments, supplements, renewals, extensions or ratifications thereof (the "Leases"), (ii) all surface rights and estates, oil, gas and/or mineral leasehold, fee mineral, royalty, overriding royalty and other oil, gas and/or mineral interests in and to the lands described in Exhibit A attached hereto or the lands covered by the Leases, assignments and other instruments described or referred to in Exhibit A attached hereto (the "Lands"), (iii) all Leases and Lands related to the Wells (defined below) and (iv) any other oil, gas and/or mineral leases, operating rights, surface rights and estates, oil, gas and/or mineral leasehold, fee mineral, royalty, overriding royalty or other oil, gas and/or mineral interests and similar interests owned by any Assignor wherever located, including, without limitation, all such interests," or singularly, a "Subject Interest");

Mid: 010628\000076\846103.9

OCC COG Exhibit 4 Case Nos. 14558 and 14577

1

(b) all reversionary, back-in, net profits, carried, convertible, non-consent, operating rights and other interests in, incident to or appurtenant to the Subject Interests or Wells;

(c) all rights incident to the Subject Interests, including, without limitation, (i) all rights with respect to the use and occupation of the surface of and the subsurface depths under the Subject Interests and (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Subject Interest being a part thereof, including all Hydrocarbons (defined below) produced after the Effective Time attributable to the Subject Interests or any such pool or unit allocated to any such Subject Interest;

(d) all wells located on the Lands or on lands with which the Subject Interests may have been pooled, communitized or unitized (whether producing, shut in or abandoned, and whether for production, injection or disposal), including, without limitation, the wells described in <u>Exhibit B</u> attached hereto (such wells, together with the behind pipe, proved developed nonproducing, proved undeveloped and unproved wells or well locations identified on <u>Exhibit B</u> being collectively called the "*Wells*");

(e) all easements, rights-of-way, surface leases, surface use agreements, surface fee or other surface or subsurface interests and estates related to or used or useful in connection with the Subject Interests (the "Surface Rights"), including, without limitation, the Surface Rights described or referred to in <u>Exhibit A</u> attached hereto (including any appendixes thereto describing or referring to particular surface interests or estates);

(f) all permits, licenses, franchises, registrations, certificates, exemptions, consents, approvals and other similar rights and privileges related to or used or useful in connection with the ownership or operation of the Subject Interests, the Wells or the Surface Rights (the "*Permits*");

(g) all personal property, equipment, fixtures, inventory and improvements located on or owned, used or useful in connection with the Subject Interests, the Wells or the Surface Rights or with the production, treatment, gathering, transportation, compression, storage, sale, or disposal of oil, gas or other hydrocarbons (collectively, "*Hydrocarbons*"), byproducts or waste produced therefrom or attributable thereto, including, without limitation, (i) wellhead equipment, pumps, pumping units, Hydrocarbon measurement facilities, flowlines, gathering systems, piping, pipelines, compressors, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, computers, software programs, furniture, equipment, trailers, rolling stock, facilities and machinery and (ii) vehicles, tools, and communication equipment used by or useful for Scheduled Employees (as such term is defined in the Purchase Agreement (defined below)) (collectively, the "*Personal Property*");

(h) all contracts, agreements, and other written arrangements, including, without limitation, all production sales contracts, farmout agreements, operating agreements, service agreements, equipment leases, division orders, unit agreements, gas gathering and transportation agreements, candidate conservation agreements, water acquisition or disposal agreements and other similar agreements, but only to the extent the same relate to the Subject Interests, the Wells, the Surface Rights, the Permits, the Personal Property, or the G&G Data (defined below) (collectively, the "*Contracts*");

(i) originals (or copies to the extent that (A) Assignors do not own or possess originals or (B) any of the following principally relates to the financial, tax and accounting records or other personal matters of owners of the Assignors) of all books, records, files, muniments of title, reports and similar documents and materials that relate to the foregoing interests or any employees of Assignors that accept offers of employment with an Assignee or any affiliate of an Assignee and that are, in each case, in the possession or control of, or maintained by, any Assignor or any affiliate of any Assignor, including, without limitation, all contract files, title files, title records, title opinions, abstracts of title, property ownership reports, well files, well logs, well tests, maps, engineering data and reports, health, environmental and safety information and records, regulatory records, accounting and financial records, production records, tax records, personnel records and operational records (the "*Records*");

(j) all claims, rights and causes of action including, without limitation, causes of action for breach of warranty, against third parties, asserted and unasserted, known and unknown, but only to the extent such claims, rights and causes of action affect the value of any of the foregoing interests after the Effective Time, and where necessary to give effect to the assignment of such rights, claims and causes of action, each Assignor grants to Assignees the right to be subrogated to such rights, claims and causes of action;

(k) all geological, geophysical and seismic data (including, without limitation, raw data and interpretive data whether in written or electronic form) relating to the Subject Interests, other than such data which cannot be transferred without the consent of or payment to any third party (the "G&G Data"); and

(l) all rights and benefits arising from or in connection with any wellhead gas imbalances or pipeline imbalances attributable to Hydrocarbons produced from the Wells as of the Effective Time.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignees, their respective successors and assigns, forever, subject to the matters set forth herein.

Section 1.02 <u>Excluded Assets</u>. Notwithstanding anything to the contrary in this Assignment, nothing in this Assignment will constitute a sale, transfer, assignment or conveyance to Assignees of, and Assignees will not acquire any of any Assignor's right, title and interest in and to, the assets set forth on <u>Exhibit C</u> attached hereto (the "*Excluded Assets*").

ARTICLE II Special Warranty of Title and Disclaimers

Section 2.01 <u>Special Warranty of Title</u>. Assignors hereby agree to WARRANT AND FOREVER DEFEND all and singular the title to the Assets (to the extent of the interests set forth on Exhibit B attached hereto with respect to the Wells and related Subject Interests) unto

Mid: 010628\000076\846103.9

Assignees, their respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignors, but not otherwise; subject to the Permitted Encumbrances (as such term is defined in the Purchase Agreement) and the other matters set forth herein.

Section 2.02 Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THE PURCHASE AGREEMENT OR THIS ASSIGNMENT OR ANY OTHER DOCUMENT EXECUTED PURSUANT ТО THE PURCHASE AGREEMENT, ASSIGNEES ACKNOWLEDGE THAT NO ASSIGNOR HAS MADE, AND EACH ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEES HEREBY EXPRESSLY WAIVE, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEES BY OR ON BEHALF OF ANY ASSIGNOR, AND (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. EXCEPT FOR THE EXPRESS REPRESENTATIONS OF ASSIGNORS SET FORTH IN THE PURCHASE AGREEMENT OR THIS ASSIGNMENT OR ANY OTHER DOCUMENT EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, EACH ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND EACH ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (v) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, IT BEING THE EXPRESS INTENTION OF ASSIGNEES AND ASSIGNORS THAT, SUBJECT TO THE EXPRESS REPRESENTATIONS OF ASSIGNORS IN THE PURCHASE AGREEMENT OR IN THIS ASSIGNMENT OR ANY OTHER DOCUMENT EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO ASSIGNEES, AND ASSIGNEES SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR ASSIGNORS AND ASSIGNEES PRESENT CONDITION AND STATE OF REPAIR. AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

ARTICLE III Miscellaneous

Section 3.01 <u>Construction</u>. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignors and Assignees acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

Section 3.02 <u>No Third Party Beneficiaries</u>. Nothing in this Assignment shall provide any benefit to any third party or entitle any thirty party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

Section 3.03 <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

Section 3.04 <u>Counterpart Execution</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 3.05 Recording. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describes Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein. Where such separate assignments have been, or will be, executed for filing with the appropriate authorities, any such separate assignments (a) shall evidence the assignment of the applicable Assets herein made, and shall not constitute any additional assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties, set forth in this Assignment or the Purchase Agreement and are not intended to create and shall not create any representations, warranties or additional covenants of or by Assignors to Assignees, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 3.06 <u>Purchase Agreement</u>. This Assignment is made subject to all of the terms and conditions of that certain Asset Purchase Agreement dated July 19, 2010, by and between Assignors and Concho Resources Inc., as amended (the "*Purchase Agreement*"), which Purchase Agreement has been partially assigned by Concho Resources Inc. to Assignees. The terms and conditions of the Purchase Agreement, are incorporated herein by reference, and in the event of a conflict between the provisions of the Purchase Agreement and this Assignment, the

Mid: 010628\000076\846103.9

5



provisions of the Purchase Agreement shall control. The execution and delivery of this Assignment by Assignors, and the execution and acceptance of this Assignment by Assignes, shall not operate to release or impair any surviving rights or obligations of Assignors or Assignees under the Purchase Agreement.

Section 3.07 <u>JURY WAIVER</u>. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment is executed by the parties on the dates of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Time.

ASSIGNORS:

MARBOB ENERGY CORPORATION

By: Gray President

PITCH ENERGY CORPORATION

By: President

COSTAPLENTY ENERGY CORPORATION

By: C. Gra ĩny President

JOHN R. GRAY, LLC

By: finy Manager

SIGNATURE PAGE 1 of 4 TO ASSIGNMENT AND BILL OF SALE

MID: 010628\000076\846103.9

. BOOK 829 PAGE 0294

ASSIGNEES:

COG OPERATING LLC

requy K. Daggett By: Gregory K. Daggett

Attorney-in-Fact

CONCHO OIL & GAS LLC

Daget Veny B<u>y:</u>_ Gregory K. Daggett

Attorney-in-Fact

MID: 010628\000076\846103.9

SIGNATURE PAGE 2 of 4 TO ASSIGNMENT AND BILL OF SALE

. .

STATE OF TEXAS § COUNTY OF MIDLAND §



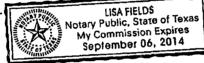
§

§

Dyise Fields Notary Public - State of Texas

STATE OF TEXAS COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of October, 2010, by Johnny C. Gray, President of Pitch Energy Corporation, a New Mexico corporation, on behalf of said corporation.



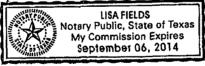
§

§

Notary Public – State of Texas

STATE OF TEXAS COUNTY OF MIDLAND

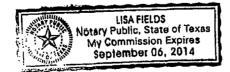
This instrument was acknowledged before me this day of October, 2010, by Johnny C. Gray, President of Costaplenty Energy Corporation, a New Mexico corporation, on behalf of said corporation.



Ofise Fuld Notary Public - State of Texas

STATE OF TEXAS § COUNTY OF MIDLAND §

This instrument was acknowledged before me this $_____$ day of October, 2010, by Johnny C. Gray, Manager of John R. Gray, LLC, a New Mexico limited liability company, on behalf of said limited liability company.



Notary Public - State of Texas

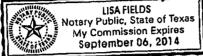
MID: 010628\000076\846103.9

SIGNATURE PAGE 3 of 4 TO ASSIGNMENT AND BILL OF SALE

BOOK 829 PAGE 0296

STATE OF TEXAS § COUNTY OF MIDLAND §

This instrument was acknowledged before me this <u>the</u> day of October, 2010, by Gregory K. Daggett, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability-company.



eldo Notary Public - State of Texas

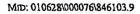
STATE OF TEXAS § COUNTY OF MIDLAND §

This instrument was acknowledged before me this Gregory K. Daggett, Attorney-in-Fact of Concho Oil & Gas LLC, a Texas limited liability company, on behalf of said limited liability company.

LISA FIELDS lotary Public, State of Texas My Commission Expires September 06, 2014

Notary Public - State of Texas

<u>~L</u>



SIGNATURE PAGE 4 of 4 TO ASSIGNMENT AND BILL OF SALE

| 4 | | | | | | | 2SE | | | | | | | | | | | |
|---|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------------------|---------------------|-------------------------------------|----------------|---------------|---------------|-------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | DESCRIPTION | 63 | MNMN | SWSE | SESW | SWNE, E2SE, SWSE | N2N2, SWNE, S2SW, NESW, E2SE | SESE . | SZNW, NWSW, W2SE, SENE | W2NE, E2SE | NENW, N2NE | N2 | E2, E2W2 | W2SW, SESW | SE | S2SE, NWSE, SESW | NENE, SZNE, NESE | E2, E2W2 |
| ş | CLION | 18 | 26 | 21 | 53 | 7 | 16 | 35 | 16 | 31 | 32 | 33 | Ś | 14 | 15 | 22 | 2 | 01 |
|), Assignee | RNG SECTION | R29E | R27E | R28E | R28E | R24E | R27E | R29E | R27E | R28E | R28E | R28E | R28E | R29E | R29E | K29E | R29E | R29E |
| r 1, 2010 LLC, as / | TWP | T195 | T195 | T195 | T17S | T24S | 722S | T16S | T22S | T21S | TZIS | 721S | TI7S | T175 | T175 | T175 | T175 | TI7S |
| e Uctobel 1 & Gas L | COUNTY | EDDY | EDDY | EDDY | EDDY | ЕДДҮ | ЕДДҮ | EDDY | EDDY | ЕДДҮ | EDDY | EDDY | ЕДДҮ | ЕДДҮ | EDDY | ЕДДҮ | ЕДДҮ | EDDY |
| ale dated effectives and Concho Oi | STATE | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO |
| Operating LLC | BOOK PAGE | | | | | | | | | | | | | | | | | |
| from Marbob Energy Corporation, et al, as Assignors to COG Operating LLC and Concho Oil & Gas LLC, as Assignees | INSTRUMENT DATE | 3/1/1944 | 6/1/1975 | 9/1/16 | 11/1/1978 | 2/1/1979 | 6/1/1/9 | 4/1/1971 | 1261/1/2 | 5/1/1950 | 5/1/1950 | 5/1/1950 | 7/25/1929 | 7/1/1963 | 7/1/1963 | 7/1/1963 | 7/1/1963 | 1/1/1960 |
| | AGENCY NO | LG16371 | LG28383 | LG37442 | LG59932 | LG63412 | LG66322 | L053581 | L063814 | NMLC 0001148 | | | NMLC 0028446A | NMLC 0028731A | | | | NMLC 0028731B |
| from Marbob Energy Corport | LESSEE/GRANTEE | MARBOB ENERGY CORP | MEWBOURNE OIL CO | MARBOB ENERGY CORP | MARBOB ENERGY CORP | OXY USA INC | CHEVRON MIDCONTINENT LP | HERMAN J LEDBETTER | NORTH CNTL OPER INC & KERR MCGEE | CLA OG NW ITTC | CTV OG NM LLC | CTV OG NM LLC | EOG RESOURCES INC | BARNSDALL OIL COMPANY |
| | LESSOR/GRANTOR | STATE OF NEW MEXICO | STATE OF NEW MEXICO | STATE OF NEW MEXICO | USA . | USA | USA | NSA | USA | . VSN | USA | USA | USA |

<u>EXHIBIT A</u> Attached to and made a part of that certain Assignment and Bill of Sale dated effective Octoper 1, 2010,

BOOK 829 PAGE 0354

Page 58

•

| | from Marbob Energy Corporation, et al, as Assignors to COG Operating LLC and Concho Oil & Gas LLC, as Assignees | tion, et al, as Assi | gnors to COG | Operating | LLC a | id Concho Oi | l & Gas L | LC, as , | Assignee | | |
|----------------|---|----------------------|--------------------|-----------|----------|--------------|-----------|----------|-------------|-------|------------------------|
| LESSOR/GRANTOR | LESSEE/GRANTEE | AGENCY NO | INSTRUMENT DATE | BOOK PAGE | | STATE | COUNTY | JWP | RNG SECTION | CTION | DESCRIPTION |
| NSA | BARNSDALL OIL COMPANY | NMLC 0028731B | 1/1/1960 | | Z | NEW MEXICO | ЕДДҮ | T17S | R29E | 11 | W2 |
| NSA | BARNSDALL OIL COMPANY | | 1/1/1960 | | Z | NEW MEXICO | EDDY | T17S | R29E | 14 | E2, NW, NESW |
| USA | BARNSDALL OIL COMPANY | | 0961/1/1 | | z | NEW MEXICO | ЕДДА | T17S | R29E | 15 | NE |
| USÀ | ATLANTIC RICHFIELD CO | NMLC 0028772A | 621/1039 | | z | NEW MEXICO | EDDY | T18S | R29E | 7 | LOTS 1, 2, E2NW |
| NSA | KHODY LAND & MINERALS CO | NMLC 0028772C | 6/21/1939 | | Z | NEW MEXICO | EDDY | T18S | R29E | ٢ | N2NE |
| NSA | GRAYBURG OIL COMPANY | NMLC 0028784A | 0661/81/2 | | z | NEW MEXICO | EDDY | T17S | R29E | 13 | NESE, S2S2 |
| USA | GRAYBURG OIL COMPANY | | 2/18/1930 | | Z | NEW MEXICO | BDDY | T17S | R29E | 54 | NE, N2NW, SWNW, N2S2 |
| USA | GRAYBURG OL COMPANY | NMLC 0028784B | 11/14/1930 | | Z | NEW MEXICO | УОДЭ | T17S | R29E | 23 | NE, SW |
| USA | GRAYBURG OIL COMPANY. | | 11/14/1930 | | Z | NEW MEXICO | ЕДДҮ | T175 | R29E | 24 | S2SW |
| NSA | GRAYBURG OIL COMPANY | | 11/14/1930 | | Z | NEW MEXICO | EDDY | T17S | R29E | 25 | MNZN |
| NSA | GRAYBURG OIL COMPANY | | 11/14/1930 | | Z | NEW MEXICO | EDDY | T17S | R29E | 26 | 23 |
| USA | GRAYBURG OIL COMPANY | | 11/14/1930 | | Z | NEW MEXICO | ЕДДУ | T175 | R30E | 18 | LOTS 1,2,3, E2NW, NESW |
| NSA | GRAYBURG OIL COMPANY | | 11/14/1930 | | Z | NEW MEXICO | ЕДДА | T17S | R30E | 19 | LOT 4, SESW |
| USA | GRAYBURG OIL COMPANY | | 11/14/1930 | | Z | NEW MEXICO | EDDY | T17S | R30E | 30 | LOTS 1,2, E2NW |
| | | | | | | | | | | | |

EXHIBIT A

•

.

Attached to and made a part of that certain Assignment and Bill of Sale dated effective October 1, 2010, from Marboh Energy Comparison et al. as Assignment to CDG Operation 1.1 C and Converse Oil & Gov. 1.1 C oc Ar

.

BOOK 829 PAGE 0355

Page 59

BOOK 829 PAGE 0356

EXHIBIT A

| | DESCRIPTION | SESE | N2, N2SW, NWSE | S2SE | E2, SW, S2NW | W2 | LOT 4, SESW, S2SE | LOTS 1,2,3, NESW, EZNW, NE, N2SE | NW, SE | NE, N2SE | S2SE | LOTS 3,4, E2SW, E2 | NE | SE, EZNE | S2S2 |
|--|--------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------------------|-------------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------------|-------------------|-----------------|--------------------------------|
| SS | RNG SECTION | 12 | 13 | 24 | 25 | 26 | 18 | 19 | 23 | 18 | 61 | 30 | - | 24 | 13 |
| Attached to and made a part of that certain Assignment and Bill of Sale dated effective October 1, 2010, from Marbob Energy Corporation, et al, as Assignors to COG Operating LLC and Concho Oil & Gas LLC, as Assignees | RNG S | R29E | R29E | R29E | R29E | R29E | R30E | R30E | R29E | R30E | R30E | R30E | RJOE | RJIE | RJIE |
| | TWP | T17S | 717S | TI7S | 717S | T175 | T17S | T17S | T17S | SL17 | T17S | T17S | T17S | T19S | T17S |
| | COUNTY | EDDY | EDDY | ЕДДУ | ЕДДУ | EDDY | ЕДДҮ | ЕДДА | EDDΥ | ЕДДУ | ЕДДУ | EDDY | EDDY | ΕDDΥ | EDDY |
| | STATE | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO | NEW MEXICO |
| | BOOK PAGE | | | | | | | | | | | | | | |
| | INSTRUMENT DATE | 9/26/1933 | 9/26/1933 | 9/26/1933 | 9/26/1933 | 9/26/1933 | 2/18/1930 | 2/18/1930 | 9/21/1933 | 9/21/1933 | 9/21/1933 | 9/21/1933 | 1/17/1936 | 1/1/1940 | 5/18/1936 |
| | AGENCY NO | NMLC 0028784C | | | | | NMLC 0028793A | | NMLC 0028793C | | | | NMLC 0029339B | NMLC 0029358 | NMLC 0029415A |
| | LESSEE/GRANTEE | WESTERN PRODUCTION CO., INC | GRAYBURG OIL COMPANY | GRAYBURG OIL COMPANY | WESTERN PRODUCTION CO., INC | WESTERN PRODUCTION CO., INC | WESTERN PRODUCTION CO., INC | WESTERN PRODUCTION . CO., INC | EOG RESOURCES INC | JONES CHARLES E | LEWIS H DELMAR LIVING TRUST |
| | LESSOR/GRANTOR | NSA | NSA | USA | USA | USA | USA | USA | USA | USA | USA | USA | USA | USA | USA |

Page 60