

INDEX – LEASE NO. 2

- 1 Oil and Gas Lease No. V-07063 dated May 1, 2004 by and between the State of New Mexico, as Lessor and Rubicon Oil & Gas I, LP, as Lessee.
- 2 New Mexico State Land Office Assignment of Oil and Gas Lease dated December 6, 2004 by and between Rubicon Oil & Gas I, LP, as Assignor and Chesapeake Exploration Limited Partnership/Rubicon Oil & Gas I, LP, as Assignee.
- 3 Partial Assignment of Oil and Gas Leases dated December 6, 2004 by and between Rubicon Oil & Gas I, LP, as Assignor and Chesapeake Exploration Limited Partnership, as Assignee.

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- 4 New Mexico State Land Office Assignment of Oil and Gas Lease dated April 27, 2005 and made effective February 1, 2005 by and between Chesapeake Exploration Limited Partnership/Rubicon Oil & Gas I, LP, as Assignor and Chesapeake Permian, L.P., as Assignee.
- 5 Assignment and Bill of Sale executed April 26, 2005 and made effective February 1, 2005 by and between Rubicon Oil & Gas I, LP, as Assignor and Chesapeake Permian, L.P., as Assignee.

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	LEASE NO: V07063 0000	Application No:
)	OIL AND GAS LEASE (Discovery Form)	RECEIVED
	THIS AGREEMENT, dated May 01, 2004, between "icssor", and	24.14 UN 1 the state of New Mexico, acting by and through its commissioner of public lands berolnafter called the STATE LAND OFFICE
	RUBICON OIL & GAS I, LP 400 WEST ILLINOIS	SANTA FE. N.M. RECEIVED
	SUITE 1130 MIDLAND, TX 79701 hereinafter called the "lessee",	299 MAY 20 AP 7 17
	WITNESSETH:	STATE LAND OFFICE SANTE FE INN

WHEREAS, the lessee has filed in the office of the commissioner of public lands an application for an oil and gas lense covering the lands hereinafter described and has tendered therewith the required first payment; and

WHEREAS, all of the requirements of law relative to the application and tender have been duly complied with;

THEREFORE, in consideration of the premises as well as the sum of TWO HUNDRED TWENTY-FIVE THOUSAND and 00/100 dollars (\$225,000,00), the same being the amount of the tender above mentioned, and the further sum of \$30,00 filing fee, and of the covenants and agreements hereinafter contained, the lessor does hereby grant, demise, lease and let unto the said lessee, exclusively, for the sole and only purpose of exploration, development and production of oil or gas (including carbon dioxide and hefium), or both thereon and thereform with the right to own all oil and gas so produced and saved thereform and not reserved as royalty by the lessor under the terms of this lease, together with rights-of-way, easements and servitudes for pipelines, telephone lines, tanks, power houses, stations, gasoline plants and fixtures for producing treating and caring for such products, and housing and boarding employees, and any and all rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil and gas, with right for such purposes to the free use of oil, gas, casing-head gas or water from said lands, but not from lessor's water wells, and with the rights of removing either during or after the term hereof, all and any improvements placed or erected on the premises by the lessee, including the right to pull all casing, subject, however, to the covenants and conditions hereinafter set out, the following described land situated in the count(y)(ics) of LCA, state of New Mexico, and more particularly described as follows:

Subdivisions	Section	Tw	p Rgc	Acres Institution
SW4	4	21S	35E	160.00 CS

Said lands having been awarded to lessee and designated as Tract No.VO-O-0008 at public sale held by the commissioner of public lands on April 20,2004.

To have and to hold said land, and all the rights and privileges granted hereunder, to and unto the lesses for a primary term of five years from the date hereof, and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land by lessee, subject to all of the terms and conditions as hereinafter set forth.

In consideration of the premises the parties convenant and agree as follows:

1. Subject to the free use without royalty, as hereinbefore provided, the lesses shall pay the lessor as royalty one-sixth part of the oil produced and saved from the lessed premises or the cash value thereof, at the option of the lessor, such value to be the price prevailing the day oil is run into a pipeline, if the oil be run into a pipeline, or into storage tanks, if the oil is stored.

2. Subject to the free use without royalty, as hereinbefore provided, at the option of the lessor at any time and from time to time, the lessee shall pay the lessor as royalty one-sixth part of the gas produced and saved from the lessed premises, including casing-head gas. Unless said option is exercised by lessor, the lessee shall pay the lessor as royalty one-sixth of the cash value of the gas, including casing-head gas, produced and saved from the leased premises and marketed or utilized, such value to be equal to the net proceeds derived from the sale of such gas in the field; provided, however, the cash value for royalty purposes of carbon dioxide gas and of hydrocarbon gas delivered to a gasoline plant for extraction of liquid hydrocarbons shall be equal to the net proceeds derived from the sale of such gas, including any liquid hydrocarbons recovered therefrom.

Notwithstanding the foregoing provisions, the lessor may require the payment of royalty for all or any part of the gas produced and saved under this lease and marketed or utilized at a price per m.c.f. equal to the maximum price being paid for gas of like kind and quality and under like conditions in the same field or area

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or may reduce the royalty value of any such gas (10 any amount not less than the net proceeds of sale thereof, in the field) if the commissioner of public lands shall determine such action to be necessary to the successful operation of the lands for oil or gas purposes or to encouragement of the greatest ultimate recovery of oil or gas or to the promotion of conservation of oil or gas or in the public interest.

This lease shall not expire at the end of the primary term hereof if there is a well capable of producing gas in paying quantities located upon some part of the lands embraced herein, or upon lands pooled or communitized herewith, where such well is shut-in due to the inability of the lessee to obtain a pipeline connection or to market the gas therefrom and if the lessee timely pays an annual royalty on or before the annual rental paying date next ensuing after the expiration of ninety days from the date said well was shut-in and on or before said rental date thereafter. The payment of said annual royalty shall be considered for all purposes the same as if gas were being produced in paying quantities and upon the commencement of marketing of gas from said well or wells the royalty paid for the lease year in which the gas is first marketed shall be credited upon the royalty payable hereunder to the lessor for such year. The provisions of this section shall also apply where gas is being marketed from said leasehold premises and through no fault of the lesse, the pipeline connection or market is lost or ceases, in which case this lease shall not expire so long as said annual royalty is paid as herein provided. The annual royalty payable under this section shall cault twice the annual rotal due be the lessee under the terms of this lease but not less than three hundred twenty dollars (\$320) per well per year, provided, however, that any such annual royalty for any year beginning on or after ten years from the date hereof shall caul four times the annual royalty shall be payable under this section if equivalent amounts are timely paid pursuant to another lease issued by lessor and if such other lease includes lands communitized with lands granted hereunder for the purpose of prorationally sharing in the shut-in well. Notwithstanding the provisions of this section to the contary, this lease shall not be continued after five years from the date hereof for any period of more than ten years by the payment of said annual

3. Lessee agrees to make full settlement on the twentieth day of each month for all royalties due to the lessor for the preceding month, under this lease, and to permit the lessor or its agents, at all reasonable hours to examine lesses's books relating to the production and disposition of oil and gas produced. Lessee further agrees to submit to lessor annually upon forms furnished by lessor, verified reports showing lesses's operations for the preceding year.

4. An annual rental at the rate of \$1,00 per acre shall become due and payable to the lessor by the lessee upon each acre of the land above described and then claimed by such lessee, and the same shall be due and payable in advance to the lessor on successive anniversary dates of this lesse, but the annual rental on any assignment shall in no event be less than forty dollars (\$40.00).

In the event the lessee shall elect to surrender any or all of said acreage, he shall deliver to the lessor a duly executed release thereof and in event said lease has been recorded then he shall upon request furnish and deliver to the lessor a certified copy of a duly recorded release.

5. The lessee may at any time by paying to the lessor all amounts then due as provided herein and the further sum of forty dollars (\$40.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or hability hereunder, in the manner as hereinbefore provided. Provided, this surrender clause and the option herein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee, lessor or any assignee, to enforce this lease, or any of its terms expressed or implied.

6. All payments due hereunder shall be made on or before the day such payment is due, at the office of the commissioner of public lands in Santa Fe, New Mexico.

7. The lesses with the consent of the lesser shall have the rights to assign this lease in whole or in part. Provided, however, than no assignment of an undivided interest in the lesser or in any part thereof nor any assignment of less than a logal subdivision shall be recognized or approved by the lessor. Upon approval in writing by the lessor of an assignment, the assigner shall stand relieved from all obligations to the lesser with respect to the lands embraced in the assignment and the lessor shall likewise be relieved from all obligations to the assigner as to such traces, and the assigner shall succeed to all of the rights and privileges of the assigner with respect to such tracts and shall be held to have assumed all of the duties and obligations of the assigner to the lessor as to such tracts,

8. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land which is draining the leased premises, lessee shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances, provided that no such offset well shall be required if compensatory royalties are paid pursuant to an agreement between the lessee.

9. The lessee agrees to polify the lesser of the location of each well before commencing drilling thereon, to keep a complete and accurate log of each well drilled and to furnish a copy thereof, verified by some person having actual knowledge of the facts, to the lessor upon the completion of any well, and to furnish the log of any unfinished well at any time when requested to do so by the lessor.

If any lands embraced in this lease shall be included in any deed or contract of purchase outstanding and subsisting issued pursuant to any sale made of the surface of such lands prior to the date of this lease, it is agreed and understood that no drilling operation shall be commenced on any such lands so sold unless and until the lessee shall have filed a good and sufficient bond with the lessor as required by law, to secure the payment for such damage to the livestock, range, water, crops or tangible improvements on such lands as may be sufficient by the purchaser holding such deed or contract of purchase, or his successors, by reason of the developments, use and occupation of such lands by such lessoe. Provided, however, that no such bond shall be required if such purchaser shall waive the right to require such bond to be given in the manner provided by law.

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10. In drilling wells all water-bearing strata shall be noted in the log, and the lessor reserves the right to require that all or any part of the casing shall be left in any nonproductive well when lessor deems it to the interest of the beneficiaries of the lands granted hereunder to maintain said well or wells for water. For such easing so left in wells the lessor shall pay to the lesser the reasonable value thereof.

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11. Lessee shall be liable and agree to pay of all damages to the range, livestock, growing crops or improvements caused by lessee's operations on said lands. When requested by the lessor the lessee shall bury pipelines below pipe depth. 1 Ail 7 58

12. The lesses shall not remove any machinery or fixtures placed on said premises, nor draw the casing from any well onless and until all payments and obligations due the lessor under the terms of this agreement shall bay been paid or satisfied. The lesses's right to remove the casing is subject to the provision of Paragraph 10 above.

SANTA FE, N.M.

13. Upon failure or default of the lessee to comply with any of the provisions or covenants hereof, the lessor is hereby authorized to cancel this lease and such cancellation shall extend to and include all rights hereunder as to the whole of the tract so claimed, or possessed by the kssee, but shall not extend to, nor affect the rights of any other lessee or assignee claiming any portion of the lands upon which no default has been made; provided, however, that before any such cancellation shall be made, the lessor shall mail to the lessee so defaulting, by registered or certified mail, addressed to the post-office address of such lessee as shown by the records of the state land office, a notice of intention of cancellation specifying the default for which cancellation is to be made, and if within thirty days from the date of mailing said notice the said lessee shall remedy the default specified in said notice, cancellation shall not be made.

14. If this lease shall have been maintained in accordance with the provisions hereof and if at the expiration of the primary term provided for herein oil or gas is not being produced on said land but lessee is then engaged in bona fide drilling or reworking operations thereon, this lease shall remain in full force and effect so long as such operations are diligently prosecuted and, if they result in the production of oil or gas, so long thereafter as oil and gas in paying quantities, or either of them, is produced from said land; provided, however, such operations extending beyond the primary term shall be approved by the lessor upon written application filed with the lessor on or before the expiration of said term. and a report of the status of all such operations shall be made by the lessee to the lessor every thirty days and a cessation of such operations for more than twenty consecutive days shall be considered as an abandonment of such operations and this lease shall thereupon terminate.

If during the drilling or reworking of any well under this section, lesses loses or junks the hole or well and after diligent efforts in good faith is unable to complete said operations, then within twenty days after the abandonment of said operations, lessee may commence another well within three hundred thirty feet of the lost or junked hole or well and drill the same with due diligence.

Operations commenced and commenced as herein provided shall extend this lease as to all lands as to which the same is in full force and effect as of the time said drilling operations are commenced; provided, however, this lease shall be subject to cancellation in accordance with Paragraph 13 bereof for failure to pay rentals or file reports which may become due while operations are being conducted hereinder.

15. Should production of oil and gas or either of them in paying quantities be obtained while this lease is in force and effect and should thereafter cease from any cause after the expiration of five years from the date hereof this lease shall not terminate if lease commences additional drilling or reworking operations within sixty days after the cessation of such production and shall remain in full force and effect so long as such operations are prosecuted in good faith with no cessation of more than twenty consecutive days, and if such operations result in the production of oil or gas in paying quantities, so long thereafter as oil or gas in paying quantities is produced from said land; provided, however, written notice of intention to commence such operations shall be filed with the lessor within thirty days after the cessation of such production, and a report of the status of such operations shall be made by the lessor every thirty days, and the cessation of such operations for more than twenty consecutive days shall be considered as an abandonment of such operations and this lease shall thereupon terminate.

16. Lessee, including their heirs, assigns, agents and contractors shall at their own expense fully comply with all laws, regulations, rules, ordinances and requirements of the city, county, state, federal authonities and agencies, in all matters and things affecting the premises and operations thereon which may be enacted or promulgated under the governmental police powers pertaining to public health and welfare, including but not limited to conservation, sanitation, aesthetics, pollution, cultural properties, fire and ecology. Such agencies are not to be deemed third party beneficiaries hereunder, however, this clause is enforceable by the lessor in any manner provided in this lease or by law.

17. Should lessor desire to exercise its rights to take in-kind its royalty share of oil, gas or associated substances or purchase all or any part of the oil, gas or associated substances produced from the lands covered by this lease, the lesser hereby irrevocably consents to the lessor exercising its right. Such consent is a consent to the termination of any supplier/purchaser relationship between the lessor and the lesser deerned to exist under federal tegulations. Lesser further agrees that it will require any purchaser of oil, gas or associated substance to likewise waive any such rights.

18. Lessor reserves a continuing option to purchase at any time and from time to time, at the market price prevailing in the area on the date of purchase, all or any part of the minerals (oil and gas) that will be produced from the lands covered by this lease.

19. Lessor reserves the right to execute leases for geothermal resource development and operation thereon; the right to sell or dispose of the geothermal resources of such lands; and the right to grant rights-of-way and casements for these purposes.

20. All terms of this agreement shall extend to and bind the heirs, executors, administrator, successors and assigns of the parties hereto.

In witness whereof, the party of the first part has hereunto signed and caused its name to be signed by its commissioner of public lands thereunto duly authorized, with the seal of his office affixed, and the lessee has signed this agreement the day and year first above written.

STATE OF NEW MEXICO			
Commissioner of Public Lands, Lesson Rubicon Oil & Gas I, LP			
By: Rubicon Oil & Gas, LLC_General Partner			
W. Bit for (Seal)			
Lessée W. Brett Smith			
(PERSONAL ACKNOWLEDGMENT)			
STATE OFss.			
COUNTY OFss.			
The foregoing instrument was acknowledged before me this	day of	, 20	,by
My commission expires:	Notary Pub	lic	
(ACKNOWLEDGMENT BY ATTORNEY-IN-FACT)			
· ,			
STATE OFSS.			
COUNTY OFss.			
The foregoing instrument was acknowledged before me this	day of	, 20	_, by
	as attorney-in-fact in	behalf of	
My commission expires:	Notary Pub		
	Notary Fub		
(ACKNOWLEDGMENT BY CORPORATION)			
STATE OF Texas ss.			
COUNTY OF Midland ss.			
The foregoing instrument was acknowledged before me this28t	hday ofMay .	<u>, 20_04</u>	_, by
W. Brett Smith, Vice President of Rubicon Oil	•	~. .	
Oil & Gas I, LP, Namfexas Limited Partnership o			
My commission expires:	- acts the	Zau	
O - 23 CATHY L. PEARCE Notary Public, State of Taxas My Commission Expires July 06, 2005	Notary Publ	lic	
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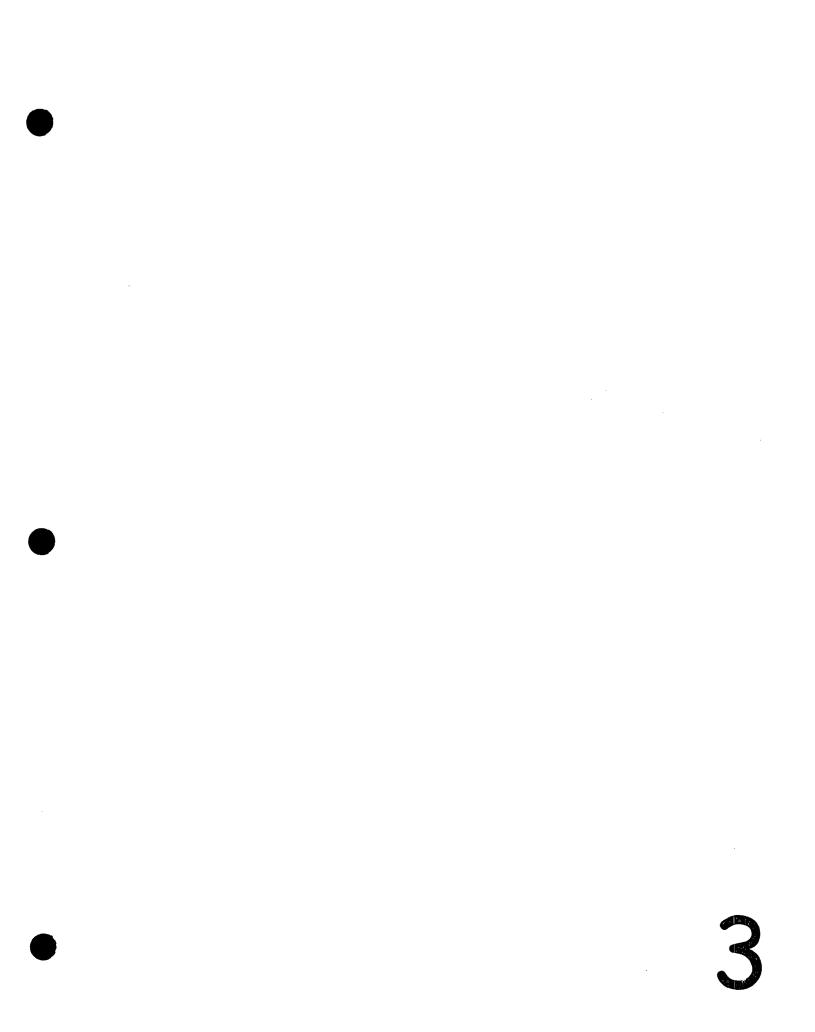


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	03298		To Lease Number
			V0-7063-1
	IEXICO STATE LAND OFF		
ASSIG	INMENT OF OIL AND GAS LEAS		
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OR VALUE RECEIVED,Rubicon Oil & Gas I. LP	ne of spouse, if any, or type of business entity)	, OGRID No. 212466	
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	014427	232039
'Assignor" whether one or more), assigns and conveys to: Che	sapeake Exploration Limited Partnership / Rubicon O	<u>Il & Gas I. LP</u> , OGRID No.	2092387212466,
'Assignee'' whether one or more), whose mailing address is	P. O. Box 18496 400 W. Illinois, Suite	1130	
	Oklahoma City. OK 73154 Midland, TX 79701		
he entire interest and title in and to Oil and Gas Lease No.			
Rubicon Oil & Gas I. LP , dated <u>May 1, 2004</u> T. 21 South - R. 35 East		Lea County, New Mexico	
Section 4: SW/4			
ogether with the rights incident thereto, and improvements	thereon, if any.		
	es and obligations to the Commissioner of Public Lands		
uch other acts as are required by the Lease, to the same ext	-		
Assignor warrants the reasonoid estate nervin assi now of legal record, and covenants to the Assignee and the C	igned, except as to any valid overriding royalty, product Commissioner of Public Lands that the leasehold estate		
inder the Lease have been paid in full, and that all other Lease	~		• • •
		a.	
XECUTED this 6th day of December, 2004.	TEP the	a.	
EXECUTED this 6th day of December, 2004.	By LS Rock	F	
EXECUTED this 6th day of December, 2004.	TERT	F	
EXECUTED this 6th day of December, 2004.	By: W. Brett Smith, Vice President of Rub	F	
EXECUTED this 6th day of December, 2004.	By: W. Brett Smith, Vice President of Rub General Partner	F	
	By: W. Brett Smith, Vice President of Rub General Partner ACKNOWLEDGMENT ASSIGNEE'S ACCEPTANCE	icon Oil & Gas, LLC,	
The undersigned Assignee named above hereby agrees to be	By: W. Brett Smith, Vice President of Rub General Partner ACKNOWLEDGMENT ASSIGNEE'S ACCEPTANCE	icon Oil & Gas, LLC,	and shall succeed to the
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The fore	going Assignee's Acceptance was acl	knowledger Before me this	27 day of	December, 2004, by Henry J. Hood,
	sident-Land and Legal.	MULA NOTARA CI		1111
My com	mission expires:	# 00019692	for h.	[ahhhll]
		FIC CUBLIC ROM	- Hotary Public	
		APPROV	AL OF THE COMMISSIC	ONER
	the Commissioner of Public Lands			
	, New Mexico certify that this Assignment was file	d in my office on	JAN 1 1 2005	, and was approved by me
and shall	be effective as to the State of New I	Mexico on JAN	1 4 2005	·
			J.	trick Holon In
			COMM	AISSIONER OF PUBLIC LONDS
		INSTRUC	TIONS AND INFORMA	
L.	ANNUAL RENTAL: The annual		•	per acre. The rental is due in advance and sha
ι.	Commissioner of Public Lands on	the appropriate of the c	Assignment is <u>1000</u>	
				The date of this Assignment doet in the annua
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PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

STATE OF NEW MEXICO	
COUNTY OF LEA	

KNOW ALL MEN BY THESE PRESENTS:

For adequate consideration, the receipt and sufficiency of which is hereby acknowledged, RUBICON OIL & GAS 1, LP, whose address is 400 W. Illinois, Suite 1130, Midland, Texas 79701 ("Assignor"), subject to the terms set forth herein, does hereby SELL, ASSIGN, TRANSFER and CONVEY unto CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, PO Box 18496, Oklahoma City, Oklahoma 73154 ("Assignee"), an undivided SEVENTY-FIVE PERCENT (75.0%) of Assignor's right, title and interest in and to the oil, gas and/or mineral leases described on Exhibit "A", attached hereto and made a part hereof, together with a similar undivided interest in and to all personal property and equipment located on, or used or obtained in connection with said leases insofar as they cover said lands.

THIS PARTIAL ASSIGNMENT OF OIL AND GAS LEASE IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED, EXCEPT THAT ASSIGNOR WARRANTS TITLE TO THE LEASEHOLD INTERESTS HEREIN ASSIGNED AGAINST THE CLAIMS OF ALL PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

The leasehold interests herein assigned are assigned subject to and shall bear their proportionate part of all outstanding royalty, overriding royalty and other leasehold burdens of record. Such interests are expressly assigned subject to the terms and provisions of the leases described on Exhibit "A" attached hereto and the terms and provisions of the following instruments:

- 1. Letter Agreement dated March 1, 2002, between Assignor and Liberty Energy Corporation.
- 2. Letter Agreement dated November 18, 2002, between Assignor, Ted Collins, Jr. and Liberty Energy Corporation.
- 3. Purchase and Sale Agreement dated July 30, 2003, between Assignor and Chesapeake Exploration Limited Partnership, successor by merger to Concho Resources Inc.

This Partial Assignment of Oil and Gas Leases is executed as of the date of the acknowledgment of Assignor set forth below.

RUBICON OIL & GAS I, LP By: Rubicon Oil & Gas, LLC, its General Partner By:

W. Brett Smith, Vice President

STATE OF TEXAS)(COUNTY OF MIDLAND)(

This instrument was acknowledged before me this 6th day of December, 2004, by W. Brett Smith, Vice President of Rubicon Oil & Gas, LLC, General Partner of Rubicon Oil & Gas I, LP, a Texas limited partnership, on behalf of said limited partnership.

BOOK 1346 PAGE 317

VICKI J. DILLARD NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 08-07-2005

Notary Public, State of Texas

WILSON PROSPECT

EXHIBIT "A" - To Partial Assignment of Oil and Gas Leases, dated December 6, 2004, by and between Rubicon Oil & Gas I, LP, Assignor, and Chesapeake Exploration Limited Partnership, Assignee

Lease No:	NM0048-001-000
St/Fed Lease No:	V07063
Lessor:	State of New Mexico V07063
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	160.0000
Recording Info:	Book 1310, Page 67
State:	New Mexico
County:	Lea
Legal Description:	T21S, R35E, Section 4: SW/4, Lea County, New Mexico
Lease No:	NM0048-002-000
St/Fed Lease No:	V07062
Lessor:	State of New Mexico V07062
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	310.8000
Gross Acres: Recording Info:	310.8000 Book 1307, Page 634
Recording Info:	Book 1307, Page 634



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STATE OF NEW MEXICO COUNTY OF LEA FILED

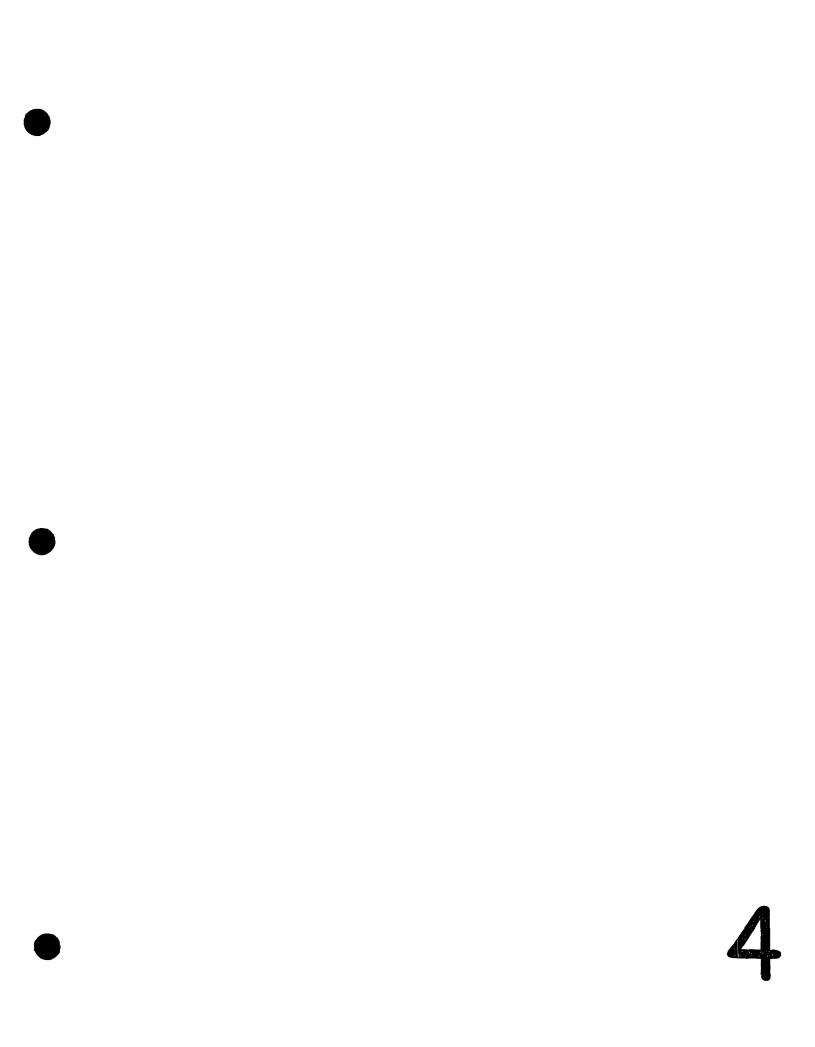
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DEC 1 6 2004 at <u>11.59</u> o'clock <u>_____</u>M and recorded in Book <u>_____</u>M Page <u>_____</u>Mellada Hughes, Lea County Clerk By <u>_____</u>Deputy Deputy



12/03/2004 03:05:54 PM Page 1

BOOK 1346 PAGE 318



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		:	SANTA FE, N.M.S.	T22 5631.11.	the or
("Assignor" w	whether one or more), assigns and conve	ys to: <u>Chesapeake Permian, L.P.</u>	OORD NO	234300	
("Assignce" v	whether one or more), whose mailing ad	dress is P. O. Box 18496			
	· · · · · · · · · · · · · · · · · · ·	Oklahoma City, OK 73154		<u> </u>	
		Lease No. <u>V07063</u> ("the Lease") initially mad			
Rubicon OI	1 & Gas L LP , dated <u>May 1. 200</u>	04 insofar as the Lease covers the followin	g land in <u>Lea</u> County, New Mi		
T21S-R35E	E, Section 4: SW/4				
Containing	160 acres, more or less				
-	th the rights incident thereto, and imp	· •			and to do
		rm all duties and obligations to the Commissioner he same extent and in the same manner as if the p			10000
	• •	e herein assigned, except as to any valid overriding			e, if any,
		ee and the Commissioner of Public Lands that the			
-	-	all other Lease obligations presently due have bee			
EXECUTE	D this 27th day of April, 2005, but ef	fective February 1, 2003			
ву:	rela gom	By By			•
-	as Jacobson-Senior V.	ice President W. Brett Smith, Vice ed Partnership General Partner	President of Rubicon Oil & Gas,	, цс,	
	apeake Operating, In	c. General Partner			
		ACKNOWLEDGMENT			
STATE OF					
COUNTY	OF MIDLAND				
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APPROVAL OF THE COMMISSIONER Diffice of the Commissioner of Public Lands anta Fe, New Mexico hereby certify that this Assignment was filed in my office on <u>MAY 1 0 2005</u> , and was approved by me nd shall be effective as to the State of New Mexico on <u>JUN 2. 7 2005</u> and shall be effective as to the State of New Mexico on <u>JUN 2. 7 2005</u> MAY 1 0 2005 MAY 1 0 2005 Adduct Adduct A	¥ .
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INSTRUCTIONS AND INFORMATION ANNUAL RENTAL: The annual rental for the land in this Assignment is <u>100</u> per acre. The rental is due in advance and shall Commissioner of Public Lands on the anniversary date of the original Lease agreement. The date of this Assignment does not change the annual For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Ass Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty do	
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Commissioner of Public Lands on the anniversary date of the original Lease agreement. The date of this Assignment does not change the annual For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Ass Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty do	• •
Commissioner of Public Lands on the anniversary date of the original Lease agreement. The date of this Assignment does not change the annual For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Ass Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty do	be paid to t
For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Ass Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty do	rental due da
Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty do FIXED TEN-YEAR LEASE: This Lease provides for a fixed ten-year term, and for so long as oil or gas is produced in paying quantities. The te	signment of a
FIXED TEN-YEAR LEASE: This Lease provides for a fixed ten-year term, and for so long as oil or gas is broduced in paying duantities. The ic	ollars (\$40.0
divided into a primary term of five years, followed by a secondary term of five years. If no production is had during the primary term, the	e rental for
secondary term is double the rental of the primary term, or equal to the highest prevailing rental rate in the district, whichever is higher. Rentals	s continue ev
though production is had.	
FIXED FIVE-YEAR LEASE: This Lease provides for a fixed five-year term, and for so long as oil and gas is produced in paying quantities. The Lease has no secondary term. Rentals continue even though production is had.	: fixed five-y
 FILING: All Assignments must be filed in the State Land Office in triplicate, with original signatures on all three copies, within one hundred day 	ys from the d
of signing, and must be accompanied by the recording fee.	
5. RECORDING FEE: The recording fee for each Assignment is thirty dollars (\$30,00). If, however, the Assignment is filed more than one hundre	d days from
date of signing, an additional fee of seventy-five dollars (\$75.00) is charged. 6. PERSONAL CHECKS: When an Assignment is accompanied by a personal check, the Commissioner of Public Lands reserves the right to with	hold approva
the Assignment until the check is paid.	
7. ASSIGNMENT DISAPPROVAL: An Assignment will not be approved when it is made:	
A. to more than two persons; B. for less than a regular subdivision. "Regular subdivision" means forty acres or a tract described by lot number, which tract may be more or	r less than fo
acres;	
C. for an undivided interest; D, in the name of a trusteeship, unless the trust document is attached or on file, and not more than two persons are named as trustee;	
E, after a lis pendens is filed;	
F. including any change or addition to the language contained in the Assignment form;	
G. where surety requirements have not been met; or	
H. where the lease is not in good standing; provided, however, that approval by the Commissioner does not waive any rights or claims the Comhave to rentals, royalties, or other obligations due to the Commissioner. Approval of the assignment by the Commissioner does not constit	ute a finding
the Commissioner that the lease is in good standing. Assignees must perform their own due diligence.	•
8. COMPLETE ADDRESS: An Assignment must show the complete post office address of the Assignee.	
 ACKNOWLEDGMENT: An Assignment must be executed before an officer authorized to take acknowledgments of deeds. Persons executin corporation or other business entity must indicate title or authority to execute. 	g on behan
 MARITAL STATUS: An Assignment must show whether the Assignors are married or single; if married, both husband and wife must sign the 	he Assignm
The Certificates of Acknowledgment must show the marital status of the Assignors.	
 BLANKET ASSIGNMENTS: Must have an Exhibit A attached that includes lease number, original lessee of record, lease issue date, ca description. Provide a copy of the original assignment form and the exhibit for every lease. 	minty, and t
12 BLANKET ASSIGNMENTS: Will only be approved for record title. All other types of assignments (operating rights, depth limitations, undi	ivided intere
etc.) will be filed as miscellaneous instrument documents for record purposes only.	
 COMMUNICATIONS: All official business, letters and communications must be addressed directly to the Commissioner of Public Lands, Oil, O Division. 	Gas, & Miner
14. PAYMENT: Make all payments for annual rental, recording, and approval of fees to: COMMISSIONER OF PUBLIC LANDS	
P.O. Box 1148	
Santa Fe, NM 87504-1148	
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el-	
MATE 6-28-05	
DATE 6-28-05	
DATE 6-28-05	

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ASSIGNMENT AND BILL OF SALE L 69334

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective as of 7:00 a.m. on February 1, 2005 (the "Effective Time"), is made by RUBICON OIL & GAS I, LP, a Texas limited partnership ("Assignor"), whose address is 508 W. Wall, Suite 500, Midland, Texas, 79701 to CHESAPEAKE PERMIAN, L.P., an Oklahoma limited partnership ("Assignee"), whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118.

ARTICLE I Granting and Habendum

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets. The term "Assets" shall mean all of Assignor's right, title and interest in and to the following LESS and EXCEPT the Excluded Assets (defined below):

(a) the leasehold estates and fee estates in and to the oil, gas and mineral leases and lands described or referred to in or the instruments described or referred to in Exhibit A attached hereto (the "Leases"), all royalty and overriding royalty interests in and to the lands covered by the Leases, assignments and other instruments described or referred to in Exhibit A and all Leases and lands related to the Wells (defined below) (collectively, the "Subject Interests," or singularly, a "Subject Interest");

(b) all reversionary, back-in, net profits, carried and similar interests in, incident to or appurtenant to the Subject Interests or Wells (as defined below);

(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; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Subject Interest being a part thereof, including all Hydrocarbon production 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 covered by the Subject Interests or on lands with which the Subject Interest 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 Exhibit B attached hereto (such wells, together with the proved developed nonproducing, proved undeveloped and unproved wells or well locations identified on Exhibit B being collectively called the "Wells");

(e) to the extent assignable or transferable, all easements, rights-of-way, surface leases, surface fee or other surface estates, servitudes, permits, licenses, franchises and other estates or similar rights and privileges related to or used primarily in

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connection with the Subject Interests ("<u>Easements</u>"), including, without limitation, the Easements described or referred to in Exhibit A;

(f) to the extent assignable or transferable, all personal property, equipment, fixtures, inventory and improvements located on or used primarily in connection with the Subject Interests and the Easements or with the production, treatment, sale, or disposal of oil, gas or other hydrocarbons (collectively, "<u>Hydrocarbons</u>"), byproducts or waste produced therefrom or attributable thereto, including, without limitation, wellhead equipment, pumps, pumping units, flowlines, gathering systems, piping, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, equipment, facilities and machinery (the "<u>Personal Property</u>");

(g) to the extent assignable or transferable, all contracts, agreements and other arrangements to the extent the same relate to the Subject Interests, the Leases, the Wells, the Personal Property, the G&G Data (defined below) or the Easements, including, without limitation, production sales contracts, farmout agreements, operating agreements, service agreements and the contracts, agreements and other arrangements (the "Contracts");

(h) to the extent assignable or transferable: (i) all books, records, files, muniments of title, reports and similar documents and materials that relate to the foregoing interests in the possession of, and maintained by, Assignor (the "Records"), and (ii) 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 the Subject Interests or the Wells after the Effective Time, and where necessary to give effect to the assignment of such rights, claims and causes of action, the Assignor grants to the Assigne the right to be subrogated to such rights, claims and causes of action;

(i) all geological and geophysical data relating to the Subject Interests, other than such data which cannot be transferred without the consent of or payment to any third party (the "<u>G&G Data</u>"); and

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

NOTWITHSTANDING THE FOREGOING, the Assets shall not include, and there is excepted, reserved and excluded from the assignment contemplated hereby the following (collectively, the "<u>Excluded Assets</u>"): (a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Texas Uniform Commercial Code) attributable to the Assets with respect to any period of time prior to the Effective Time; (b) all claims and causes of action of Assignor (i) arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time which have been disclosed to Buyer and do not affect the value of the Assets after the Effective Time, (ii) arising under or with respect to any of the Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds), or (iii) with respect to any of the other Excluded

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Assets: (c) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time which have been disclosed to Buyer and do not affect the value of the Assets after the Effective Time; (d) all Hydrocarbons produced from or attributable to the Subject Interests with respect to all periods prior to the Effective Time, together with all proceeds from the sale of such Hydrocarbons; (e) all claims of Assignor for refunds of or loss carry forwards with respect to (i) ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Time, (ii) income or franchise taxes, or (iii) any taxes attributable to any Excluded Assets, and such other refunds, and rights thereto, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time. including refunds of amounts paid under any gas gathering or transportation agreement; (f) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time; (g) all proceeds, income or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time, or (ii) any Excluded Assets; (h) all vehicles, personal computers and associated peripherals and all radio, and telephone and other communication equipment; (i) all of Assignor's proprietary computer software, technology, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (i) all of Assignor's rights and interests in geological and geophysical data which cannot be transferred without the consent of or payment to any third party; (k) all documents and instruments of Assignor that may be protected by an attorney-client privilege(excluding title opinions, reports and similar items); (1) data and other information that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements under agreements with persons unaffiliated with Assignor; (m) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time or to any of the other Excluded Assets; and (n) all corporate, partnership, income tax and financial records of Assignor.

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 Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II Special Warranty of Title and Disclaimers

Section 2.01 <u>Special Warranty of Title</u>. Assignor hereby agrees to warrant and defend title to the Assets unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise; subject, however, to the Permitted Encumbrances (as such term is defined in the Purchase Agreement described below) and the other matters set forth herein.

Section 2.02 <u>Disclaimer</u>. EXCEPT AS OTHERWISE SET FORTH IN THE PURCHASE AGREEMENT OR THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) PRODUCTION RATES, RECOMPLETION

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OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION 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 ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, AND (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND 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, (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (vii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE REPRESENTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE 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. Assignor and Assignee 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.

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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 and permitted assigns.

Section 3.04 <u>Governing Law</u>. This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

Section 3.05 <u>Counterpart Execution</u>. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

Section 3.06 <u>Recording</u>. 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.

Section 3.07 <u>Purchase Agreement</u>. This Assignment is subject to all of the terms and conditions of the Purchase and Sale Agreement dated April 4, 2005 by and between Assignor and Assignee (the "<u>Purchase Agreement</u>").

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

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ASSIGNOR:

RUBICON OIL & GAS I, LP By: Rubicon Oil & Gas, its general partner By: W. Brett Smith Vice President

ASSIGNEE:

CHESAPEAKE PERMIAN, L.P. Chesapeake Operating, Inc., By: its general partner

By: Douglas J. Jacobson

Senior Vice President

STATE OF TEXAS COUNTY OF MIDLAND

This instrument was acknowledged before me this $\frac{\mathcal{L}\mathcal{T}}{\mathcal{L}}$ day of April, 2005, by W. Brett Smith, Vice President of Rubicon Oil & Gas, LLC, General Partner of RUBICON OIL & GAS I, LP, a Texas limited partnership, on behalf of said limited partnership.

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JEAN GLADISH NOTARY PUBLIC STATE OF TEXAS

Notary Public - State of Texas

STATE OF OKLAHOMA COUNTY OF OKLAHOMA

This instrument was acknowledged before me this <u>28</u> day of April, 2005, by Douglas J. Jacobson, Senior Vice President of Chesapeake Operating, Inc., General Partner of CHESAPEAKE PERMIAN, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

nn Notary Public - State of Oklahoma

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EXHIBIT "A" - To Assignment and Bill of Sale dated effective February 1, 2005, between Rubicon Oil & Gas I, LP, as Seller, and Chesapeake Permian, L.P., as Buyer - LEA COUNTY, NEW MEXICO

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Lease No:	NM0005-001-001-000
St/Fed Lease No:	VO6828-0000
Lessor:	State of New Mexico V-06828
Lessee:	Rubicon Oli & Gas I, LP
Lease Date:	05/01/2003
Gross Acres:	320.0000
Recording Info:	Book 1236, Page 455
State:	New Mexico
County:	Lea
Legal Description:	T12S, R33E, Section 8: S/2
	Containing 320 acres, more or less
	Lea County, New Mexico
Lease No:	NM0005-001-002-000
St/Fed Lease No:	V06819-0000
Lessor:	State of New Mexico V-06819
Lessee:	State of New Mexico
Lease Date:	05/01/2003
Gross Acres:	320.0000
Recording Info:	Book 1236, Page 450
•	New Mexico
State:	Lea
County:	
Legal Description:	T12S, R33E, Section 8: N/2 Containing 32D acres, more or less
	Lea County, New Mexico
•	
Lease No:	NM0005-003-001-000
St/Fed Lease No:	VO6208-0000
Lessor:	State of New Mexico V-6208
Lessee:	Daniel E. Gonzales
Lease Date:	05/01/2001
Gross Acres:	200.0000
Recording Info:	Book 1155, Page 818
State:	New Mexico
County:	Lea
Legal Description:	T12S, R33E, Section 9: SW/4NW/4, SW/4, Lea County, New Mexico
Lease No:	NM0008-001-000
St/Fed Lease No:	V06792 0000
Lessor:	State of New Mexico V-6792
Lessee:	Rubicon Oil & Gas I, LP
	02/01/2003
Lease Date: Gross Acres:	320.0000
Recording Info:	Book 1206, Page 676
State:	New Mexico
County: Legal Description:	Lea T15S, R36E, Section 11: E/2, Lea County, New Mexico

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Lease No:	NM0008-002-000
St/Fed Lease No:	VO-6942-000
Lessor:	State of New Mexico V-06942
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	11/01/2003
Gross Acres:	80.0000
Recording Info:	Book 1270, Page 836
State:	New Mexico
County:	Lea
Legal Description:	T15S, R36E, Section 14: N/2NW/4, Lea County, New Mexico
Lease No:	NM0016-001-00
St/Fed Lease No:	V06844
Lessor:	State of New Mexico V05844
Lessee:	Rubicon Oll & Gas I, LP
Lease Date:	06/01/2003
Gross Acres:	320,2800
Recording Info:	Book 1236, Page 445
State:	New Mexico
County:	Lea
Legal Description:	T10S, R34E, Section 5: Lots(s) 1(40.15), 2(40.13), S/2NE/4, SE/4, Lea County, New
Logal Doodiption.	Mexico
ease No:	NM0017-001-002-000
St/Fed Lease No:	V-6378-0
.essor:	State of New Mexico V-6378
.essee:	Daniel E. Gonzales
ease Date:	10/01/2001
Gross Acres:	80.0000
Recording Info:	Book 1155, Page 808
State:	New Mexico
County:	Lea
Legal Description:	T9S, R33E, Section 23: E/2 SE/4, Lea County, New Mexico
.ease No:	NM0021-001-000
St/Fed Lease No:	V-6804-0
essor.	State of New Mexico V-6804
.65586:	Daniel E. Gonzales
ease Date:	03/01/2003
Gross Acres:	560.0000
Recording Info:	Book 1230, Page 8
State:	New Mexico
County:	Lea
egal Description:	T-12-S, R-34-E: E/2, NW/4, N/2 SW/4 Section 28, Lea County, New Mexico
ease No:	NM0028-001-001-000
St/Fed Lease No:	A2614
.essor:	State of New Mexico A2614
essee:	The Ohio Oil Company
ease Date:	04/21/1930
Fross Acres:	2520.8400
itate:	New Mexico
County:	Lea
egal Description:	T23S, R38E: Section 16: Lots 1-4, W/2; Section 21: Lots 1-4, NE/4 SW/4, S/2 SW/4; Section 28: Lots 1-4, W/2; Section 29: All; Section 31: All; Section 32: N/2, N/2 SW/4, S/2

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Lease No:	NM0029-001-001-000
St/Fed Lease No:	VA2780
Lessor:	State of New Mexico VA2780
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	02/01/2003
Gross Acres:	319.7200
Recording Info:	Book 1206, Page 681
State:	New Mexico /
County:	Lea
Legal Description:	T12S, R36E, Section 4: Lots 1(39.88), 2(39.91), 3(39.95), 4(39.98), S/2N/2, Lea County, New Mexico
Lease No:	NM0032-001-00
St/Fed Lease No:	V06890
Lessor:	State of New Mexico V06890
Lessee:	Daniel E. Gonzales
Lease Date:	09/01/2003
Gross Acres:	280.0000
Recording Info:	Book 1262, Page 133
State:	New Mexico
County:	Lea
Legal Description:	T16S, R32E, Section 8: W/2 NE/4, NE/4 NW/4, NW/4 SW/4, SE/4 SW/4, S/2 SE/4, Lea County, New Mexico
Lease No:	NM0035-001-00
St/Fed Lease No:	V06948
Lessor:	State of New Mexico V06948
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	11/01/2003
Gross Acres:	320.0000
Recording Info:	Book 1270, Page 826
State:	New Mexico
County:	Lea
Legal Description:	T21S, R32E, Section 16: N/2, Lea County, New Mexico
Lease No:	NM0035-002-00
St/Fed Lease No:	V06949
Lessor:	State of New Mexico V06949
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	11/01/2003
Gross Acres:	320.0000
Recording Info:	Book 1270, Page 831
State:	New Mexico
County:	Lea
Legal Description:	T21S, R32E, Section 16; S/2, Lea County, New Mexico

Legal Description: T21S, R32E, Section 16: S/2, Lea County, New Mexico NM0036-001-00 Lease No: St/Fed Lease No: VA2996 State of New Mexico VA2996 Lessor: Rubicon Oil & Gas I, LP Lessee: Lease Date: 11/01/2003 200.0000 Gross Acres: Recording Info: Book 1270, Page 821 New Mexico State: County: Lea T12S, R38E, Section 19: NE/4, NE/4SW/4, Legal Description: Lea County, New Mexico

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Lease No:	NM0042-001-000
St/Fed Lease No:	V06984
Lessor:	State of New Mexico V05984
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	02/01/2004
Gross Acres:	316.1600
Recording Info:	Book 1286, Page 198
State:	New Mexico
County:	Lea
Legal Description:	T21S, R33E, Section 5: Lots 1(39.04), 2(39.04), 3(39.04), 4(39.04), 5(40.00), 6(40.00), 7(40.00), 8(40.00), Lea County, New Mexico
Lease No:	NM0042-002-000
St/Fed Lease No:	V06989
Lessor:	State of New Mexico V06989
.essee:	Rubicon Oll & Gas I, LP
Lease Date:	02/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1286, Page 202
State:	New Mexico
County:	Lea
Legal Description:	T21S, R33E, Section 5: S/2, Lea County, New Mexico
ease No:	NM0042-003-000
St/Fed Lease No:	V06990
essor:	State of New Mexico V06990
.essee:	Rubicon Oll & Gas I, LP
ease Date:	02/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1286, Page 206
State:	New Mexico
County:	Lea
Journy.	
egal Description:	T21S, R33E, Section 8: N/2, Lea County, New Mexico
ease No:	NM0042-004-000
ease No: St/Fed Lease No:	NM0042-004-000 V05991
ease No: St/Fed Lease No: essor:	NM0042-004-000 V05991 State of New Mexico V06991
ease No: SVFed Lease No: essor: essee:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP
ease No: t/Fed Lease No: essor: essee: ease Date:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004
ease No: St/Fed Lease No: essor: essee: ease Date: Gross Acres:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000
ease No: SVFed Lease No: essor: essee: ease Date; Gross Acres; Recording Info;	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.000 Book 1286, Page 210
ease No: St/Fed Lease No: .essor: .essee: .ease Date: Gross Acres: Recording Info: State:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico
ease No: St/Fed Lease No: .essor: .essee: .ease Date: Gross Acres: Recording Info: State: County:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.000 Book 1286, Page 210
Lease No: St/Fed Lease No: Lessor: Lessee: Lease Date: Sross Acres: Recording Info: State: County: Legal Description:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea
Lease No: St/Fed Lease No: Lessor: Lease Date: Bross Acres: Recording Info: State: Legal Description: Legal Description:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oil & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea T21S, R33E, Section 8: S/2, Lea County, New Mexico
ease No: St/Fed Lease No: eessor: ease Date: Bross Acres: Recording Info: state: county: egal Description: ease No: t/Fed Lease No:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oil & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea T21S, R33E, Section 8: S/2, Lea County, New Mexico NM0042-005-000
Lease No: St/Fed Lease No: Lessor: Lessee: Lease Date: Bross Acres: Recording Info: State: Legal Description: Lease No: tt/Fed Lease No: Lessor:	NM0042-004-000 V06991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea T21S, R33E, Section 8: S/2, Lea County, New Mexico NM0042-005-000 V06992
ease No: St/Fed Lease No: essor: ease Date: Bross Acres: Recording Info: state: county: eagal Description: ease No: tt/Fed Lease No: essor: essoe:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea T21S, R33E, Section 8: S/2, Lea County, New Mexico NM0042-005-000 V06992 State of New Mexico V06992
Lease No: St/Fed Lease No: Lessor: Lease Date: Bross Acres: Recording Info: State: County: Legal Description: Lease No: St/Fed Lease No: Lessor: Lessor: Lesse: Lesse Date:	NM0042-004-000 V06991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea T21S, R33E, Section 8: S/2, Lea County, New Mexico NM0042-005-000 V06992 State of New Mexico V06992 Rubicon Oil & Gas I, LP
Lease No: St/Fed Lease No: Lessor: Lesse: Lease Date: Stross Acres: Recording Info: State: County: Legal Description: Legal Description: Lease No: St/Fed Lease No: Lessor: Lesse: Less	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea T21S, R33E, Section 8: S/2, Lea County, New Mexico NM0042-005-000 V06992 State of New Mexico V06992 Rubicon Oil & Gas I, LP 02/01/2004 311.8700
Legal Description: Lease No: St/Fed Lease No: Lessor: Lessor: Lesse: Lesse: Lease Date: Sross Acres: Recording Info: State: Legal Description: Lease No: St/Fed Lease No: Lessor: Lesse: Lease Date: Sross Acres: Recording Info: State: Recording Info: R	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea T21S, R33E, Section 8: S/2, Lea County, New Mexico NM0042-005-000 V06992 State of New Mexico V06992 Rubicon Oil & Gas I, LP 02/01/2004 311.8700 Book 1286, Page 214
Lease No: St/Fed Lease No: Lessor: Lesse Date: Bross Acres: Recording Info: State: County: Legal Description: Lease No: St/Fed Lease No: Lessor: Lessor: Lesse: Lesse Date: Bross Acres: Bross Acres:	NM0042-004-000 V05991 State of New Mexico V06991 Rubicon Oll & Gas I, LP 02/01/2004 320.0000 Book 1286, Page 210 New Mexico Lea T21S, R33E, Section 8: S/2, Lea County, New Mexico NM0042-005-000 V06992 State of New Mexico V06992 Rubicon Oil & Gas I, LP 02/01/2004 311.8700

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Lease No:	NM0042-001-000
St/Fed Lease No:	V06984
Lessor:	State of New Mexico V06984
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	02/01/2004
Gross Acres:	316.1600
Recording Info:	Book 1286, Page 198
State:	New Mexico
County:	Lea
Legal Description:	T21S, R33E, Section 5: Lots 1(39.04), 2(39.04), 3(39.04), 4(39.04), 5(40.00), 6(40.00), 7(40.00), 8(40.00), Lea County, New Mexico
Lease No:	NM0042-002-000
St/Fed Lease No:	V06989
Lessor:	State of New Mexico V06989
Lessee:	Rubicon Oll & Gas I, LP
Lease Date:	02/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1286, Page 202
State:	New Mexico
County:	Lea
Legal Description:	T21S, R33E, Section 5: S/2, Lea County, New Mexico
Lease No:	NM0042-003-000
St/Fed Lease No:	V06990
Lessor:	State of New Mexico V06890
_essee:	Rubicon Oil & Gas I, LP
Lease Date:	02/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1286, Page 206
State:	New Mexico
County:	
Legal Description:	T21S, R33E, Section 8: N/2, Lea County, New Mexico
Lease No:	NM0042-004-000
St/Fed Lease No:	V06991
_essor:	State of New Mexico V06991
_essee:	Rubicon Oil & Gas I, LP
_ease Date:	02/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1286, Page 210
State:	New Mexico
County:	
_egal Description:	T21S, R33E, Section 8: S/2, Lea County, New Mexico
ease No:	NM0042-005-000
St/Fed Lease No:	V06992
essor:	State of New Mexico V08992
essee:	Rubicon Oil & Gas I, LP
ease Date:	02/01/2004
Sross Acres:	311.8700
Recording Info:	Book 1286, Page 214
state:	New Mexico
County:	Lea
egal Description:	T21S, R33E, Section 18: Lots 3(35.91), 4(35.96), E/2SW/4, SE/4, Lea County, New Mexico

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Lease No:	NM0042-006-00
St/Fed Lease No:	V06598
Lessor:	State of New Mexico V06598
Lessee:	EGL RESOURCES INC.
Lease Date:	03/01/2002
Gross Acres:	320.0000
Recording Info:	
State:	New Mexico
County:	Lea
Legal Description:	T21S, R33E, Section 16: N/2, Lea County, New Mexico
Lease No:	NM0042-007-00
St/Fed Lease No:	V06599
Lessor.	State of New Mexico V06599
Lessee:	EGL RESOURCES INC.
Lease Date:	03/01/2002
Gross Acres:	320.0000
Recording Info:	//
State:	New Mexico
County:	
Legal Description:	T21S, R33E, Section 16: S/2, Lea County, New Mexico
Lease No:	NM0042-008-00
St/Fed Lease No:	V-3973
Lessor:	State of New Mexico V-3973
Lessee:	Mitchell Energy Corporation
Lease Date:	03/01/1992
Gross Acres:	320.0000
Recording Info:	11
State:	New Mexico
County:	Lea
Legal Description:	T21S, R33E, Section 9: N/2 NW/4, E/2 SW/4 and SE/4, Lea County, New Mexico
Lease No:	NM0042-009-00
St/Fed Lease No:	VB0204
Lessor:	State of New Mexico VB0204-02
Lessee:	Enron Oil & Gas Company
Lease Date:	05/01/1988
Gross Acres:	320.0000
Recording Info:	II
State:	New Mexico
County:	Lea
Legal Description:	T21S, R33E, Section 9: S/2 NW/4, W/2 SW/4 and NE/4, Lea County, New Mexico
Lanan Mai	NN0042.040.00
Lease No:	NM0042-010-00
St/Fed Lease No:	V-3427
Lessor:	State of New Mexico V3427
	UNKNOWN / OTHERS
Lease Date:	09/01/1990
Lease Date: Gross Acres:	09/01/1990 540.0000
Lease Date: Gross Acres: Recording Info:	09/01/1990 640.0000 / /
Lessee: Lease Date: Gross Acres: Recording Info: State:	09/01/1990 640.0000 / / New Mexico
Lease Date: Gross Acres: Recording Info:	09/01/1990 640.0000 / /

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Lease No:	NM0044-001-000
SI/Fed Lease No:	V06950
Lessor:	State of New Mexico V06950 - Term Assignment
Lessee:	Crown Oil Partners II, LP
Lease Date:	11/01/2003
Gross Acres:	160.0000
State:	New Mexico
County:	
Legal Description:	T21S, R35E, Section 6: SE/4, Lea County, New Mexico
Lease No:	NM0046-001-000
St/Fed Lease No:	VA3106
Lessor:	State of New Mexico VA3106
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	240.0000
Recording Info:	Book 1307, Page 630
State:	New Mexico
County:	
Legal Description:	T12S, R32E, Section 8: NW/4, N/2SW4, Lea County, New Mexico
Lease No:	NM0046-002-000
St/Fed Lease No:	VA3107
Lessor:	State of New Mexico VA3107
Lessee:	Rubicon Oll & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1307, Page 626
State:	New Mexico
County:	Lea
Legal Description:	T12S, R32E, Section 17: S/2, Lea County, New Mexico
Lease No:	NM0046-003-000
St/Fed Lease No:	VA3108
Lessor:	State of New Mexico VA3108
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	160.0000
Recording Info:	Book 1307, Page 622
State:	New Mexico
County:	Lea
Legal Description:	T12S, R32E, Section 21: NW/4, Lea County, New Mexico
ease No:	NM0046-004-000
St/Fed Lease No:	VA3124
_essor:	State of New Mexico VA3124
_essee:	Rubicon Oil & Gas I, LP
ease Date:	05/01/2004
Gross Acres:	600.0000
Recording Info:	Book 1307, Page 618
State:	New Mexico
County:	Lea
_egal Description:	T12S, R32E, Section 16: N/2, SW/4, W/2 SE/4, SE/4 SE/4,
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Lease No:	NM0046-005-000
St/Fed Lease No:	VA3125
Lessor:	State of New Mexico VA3125
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1307, Page 614
State:	New Mexico
County:	Lea
Legal Description:	T12S, R32E, Section 17: N/2, Lea County, New Mexico
Lease No:	NM0046-006-000
St/Fed Lease No:	VA3126
Lessor:	State of New Mexico VA3126
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1307, Page 610
State:	New Mexico
County:	Lea
Legal Description:	T12S, R32E, Section 20: E/2 NW/4, S/2 SW/4, SE/4, Lea County, New Mexico
Lease No:	NM0048-001-000
St/Fed Lease No:	V07063
Lessor:	State of New Mexico V07063
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	160.0000
Recording Info:	Book 1310, Page 67
State:	New Mexico
County:	Lea
Legal Description:	T21S, R35E, Section 4: SW/4, Lea County, New Mexico
Lease No:	NM0048-002-000
St/Fed Lease No:	V07062
Lessor:	State of New Mexico V07062
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	05/01/2004
Gross Acres:	310,8000
Recording Info:	Book 1307, Page 634
-	New Mexico
State:	Lea
County: Legal Description:	T21S, R35E, Section 4: Lots 1 thru 8, Lea County, New Mexico
Lease No:	NM0050-001-000
St/Fed Lease No:	NMNM111976
Lessor:	Bureau of Land Management NMNM111976
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	07/01/2004
Gross Acres:	40.0000
Recording Info:	Book 1317, Page 62
State:	New Mexico
County:	Lea
Legal Description:	T23S, R37E, Section 2: SWNE, Lea County, New Mexico

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Lease No:	NM0050-002-000
St/Fed Lease No:	NMNM111977
Lessor:	Bureau of Land Management NMNM111977
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	07/01/2004
Gross Acres:	365.0000
Recording Info:	Book 1317, Page 56
State:	New Mexico
County:	Lea
Legal Description:	T23S, R38E, Section 4: Lot 2, SE/4 NW/4, E/2 SW/4; Section 5: SE/4 SW/4; Section 7: N/2 NW/4; Section 8: E/2 NW/4; Lea County, New Mexico
Lease No:	NM0050-003-000
St/Fed Lease No:	NMNM111978
Lessor:	Bureau of Land Management NMNM111978
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	07/01/2004
Gross Acres:	480.0000
Recording Info:	Book 1317, Page 59
State:	New Mexico
County:	Lea
Legal Description:	T23S, R38E, Section 7: W/2 SW/4, S/2 SE/4; Section 8: NE/4 SW/4, S/2 S/2; Section 9:
	NE/4 SW/4, W/2 SW/4;
	Lea County, New Mexico
ease No:	NM0051-001-000
St/Fed Lease No:	VA3038
Lessor:	State of New Mexico VA3038
Lessee:	Manzano Oil Corp
.ease Date:	01/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1307, Page 638
State:	New Mexico
County:	Lea
_egal Description:	T11S, R32E, Section 36: E/2, Lea County, New Mexico
_ease No:	NM0051-002-001
Lessor:	Peter Sexton Ingber
.essee:	Tierra Oil Company, LLC
ease Date:	08/15/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 407
State:	New Mexico
County:	Lea
_egal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
ease No:	NM0051-002-002
essor:	Cynthla M. Morisch
.essee:	Tierra Oil Company, LLC
ease Date:	11/10/2003
Bross Acres:	320.0000
Recording Info:	Book 1271, Page 137
State:	New Mexico
County:	
egal Description:	T11S, R32E, Section 36; W/2, Lea County, New Mexico

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Lease No:	NM0051-002-003
Lessor.	Eric Ward Ingber
Lessee:	Tierra Oil Company, LLC
Lease Date:	08/13/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 410
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
Lease No:	NM0051-002-004
Lessor:	Kate Sexton Ingber
Lessee:	Tierra Oil Company, LLC
Lease Date:	08/13/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 404
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
Lease No:	NM0051-002-005
Lessor:	Patricia Kirkwood Harris
Lessee:	Tierra Oil Company, LLC
Lease Date:	07/31/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 394
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Maxico
Lease No:	NM0051-002-006
Lessor	Moore Family Trust UAD 2/8/99
Lessee:	Tierra Oil Company, LLC
Lease Date:	08/04/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 396
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
Lease No:	NM0051-002-007
Lessor:	Othel P. Moore
Lessee:	Tierra Oil Company, LLC
Lease Date;	07/28/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 388
-	New Mexico
State:	Lea
County:	T11S, R32E, Section 38: W/2, Lea County, New Mexico
Legal Description:	
Lease No:	NM0051-002-008
Lessor:	Owaissa Myrtle Moore Heimann et vir, J. Heimann
.essee:	Tierra Oll Company, LLC
ease Date:	07/28/2003
Gross Acres:	320.0000
Gross Acres: Recording Info:	320.0000 Book 1251, Page 390
Recording Info:	Book 1251, Page 390

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Lease No:	NM0051-002-009
Lessor:	George Wayne Moore
Lessee:	Tierra Oil Company, LLC
Lease Date:	07/28/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 392
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
Lease No:	NM0051-002-010
Lessor:	Sandra Jean Hamrick
Lessee:	Tierra Oli Company, LLC
Lease Date:	08/18/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 402
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
Lease No:	NM0051-002-011
Lessor:	Nina Lou Lyles
Lessee:	Tierra Oil Company, LLC
Lease Date:	06/18/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 400
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
Lease No:	NM0051-002-012
Lessor:	Patricia Ann Shafer
Lessee:	Tierra Oil Company, LLC
Lease Date:	08/18/2003
Gross Acres:	320.0000
Recording Info:	Book 1252, Page 774
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
Lease No:	NM0051-002-013
Lessor:	Phyllis Sue Hobbs Rowan Living Trust, Phyllis Rowan, Trustee
Lessee:	Tierra Oil Company, LLC
Lease Date:	08/13/2003
Gross Acres:	320.0000
Recording Info:	Book 1251, Page 398
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico
Lease No:	NM0051-002-014
Lessor:	Margo Brown, Melissa Brown, Peter Brown
Lessee:	Tierra Oil Company, LLC
Lease Date:	08/15/2003
Gross Acres:	320.0000
Recording Info:	Book 1268, Page 239
State:	New Mexico
County:	Lea
Legal Description:	T11S, R32E, Section 36: W/2, Lea County, New Mexico

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Lease No:	NM0052-001-000
St/Fed Lease No:	V07081
Lessor.	State of New Mexico V07081
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	06/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1309, Page 711
State:	New Mexico
County:	Lea
Legal Description:	T10S, R33E, Section 1: S/2, Lea County, New Mexico
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Lease No: St/Fed Lease No:	NM0052-002-000 V07069
Lessor:	State of New Mexico V07069
Lessee: Lease Date:	Rubicon Oil & Gas I, LP
	06/01/2004
Gross Acres:	160.0000 Book 1309, Bace 703
Recording Info:	Book 1309, Page 703
State:	New Mexico
County:	Lea T105 D225 Section 2: SE/4 Lea Couple Nov Mavies
Legal Description:	T10S, R33E, Section 2: SE/4, Lea County, New Mexico
Lease No:	NM0053-001-000
St/Fed Lease No:	V07067
Lessor:	State of New Mexico V07067
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	06/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1309, Page 695
State:	New Mexico
County:	Lea
Legal Description:	T09S, R33E, Section 10: N/2, Lea County, New Mexico
Lease No:	NM0053-002-000
St/Fed Lease No:	V07068
Lessor:	State of New Mexico V07068
Lessee:	Rubicon Oil & Gas I, LP
ease Date:	06/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1309, Page 699
State:	New Mexico
County:	Lea
Legal Description:	T09S, R33E, Section 11: S/2, Lea County, New Mexico
_ease No:	NM0053-003-000
St/Fed Lease No:	V07080
.essor:	State of New Mexico V07080
.essee;	Rubicon Oil & Gas I, LP
Lease Date:	06/01/2004 320.0000
Bross Acres:	
Recording Info:	Book 1309, Page 707
State:	New Mexico
County:	Lea
egal Description:	T09S, R33E, Section 11: N/2, Lea County, New Mexico

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Lease No:	NM0056-001-001
St/Fed Lease No:	B-399-34
Lessor.	State of New Mexico B-399-34 - Contractual Interest Only
Lessee:	Orrin L. Staplin
Lease Date:	11/24/1931
Gross Acres:	40.0000
State:	New Mexico
County:	Lea
Legal Description:	T21S, R32E, Section 32: SW/4 SE/4, Lea County, New Mexico
Lease No:	NM0056-002-001
St/Fed Lease No:	LG-6640-3
Lessor:	State of New Mexico LG-6640-3
Lessee:	Amoco Production Company
Lease Date:	06/01/1979
Gross Acres:	280.0000
Recording Info:	Book 318, Page 284
State:	New Mexico
County:	Lea
Legal Description:	T21S, R32E, Section 32: NE/4, N/2 SE/4, SE/4 SE/4, Lea County, New Mexico
Lease No:	NM0057-001-001
Lessor:	J. D. Graham, Jr.
Lessee:	Special Services Company
Lease Date:	06/14/1981
Gross Acres:	40.0000
Recording Info:	Book 338, Page 861
State:	New Mexico
County:	Lea
Legal Description:	T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico
Lease No:	NM0057-001-002
Lessor:	Edna Pryor
_essee:	Special Services Company
ease Date:	06/14/1981
Gross Acres:	40.0000
Recording Info:	Book 338, Page 863
State:	New Mexico
County:	Lea
Legal Description:	T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico
ease No:	NM0057-001-003
essor:	Graham-Jenike Ranch, a Limited Partnership
essee:	Special Services Company
ease Date:	06/14/1981
Gross Acres:	40.0000
Recording Info:	Book 338, Page 865
State:	New Mexico
County:	Lea
Legal Description:	T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico

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Lease No:	NM0057-D01-004
Lessor:	Eleanor Graham
Lessee:	Special Services Company
Lease Date:	06/14/1981
Gross Acres:	40.0000
Recording Info:	Book 338, Page 867
State:	New Mexico
County:	Lea
Legal Description:	T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian
	Formation, Lea County, New Mexico
Lease No:	NM0057-001-005
Lessor:	Mary Louise Carson
Lessee:	Special Services Company
Lease Date:	06/14/1981
Gross Acres:	40.0000
Recording Info:	Book 338, Page 869
State:	New Mexico
County:	Lea
Legal Description:	T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian
Legai Description.	Formation, Lea County, New Mexico
Lease No:	NM0057-001-006
Lessor:	Joel M. Carson, II
_essee:	Special Services Company
Lease Date:	06/18/1981
Gross Acres:	40,0000
Recording Info:	Book 338, Page 871
-	New Mexico
State:	
County:	T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian
Legal Description:	Formation, Lea County, New Mexico
Lease No:	NM0057-001-007
Lessor:	Cynthia P. Duchatschek
Lessee:	Special Services Company
Lease Date:	06/14/1981
Gross Acres:	40.0000
Recording Info:	Book 338, Page 873
State:	New Mexico
County:	Lea
Legal Description:	T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian
	Formation, Lea County, New Mexico
Lease No:	NM0061-001-001
St/Fed Lease No:	B-9765-6
Lessor:	State of New Mexico B-9765-6
_essee:	The Texas Company
Lease Date:	08/10/1942
Gross Acres:	320,0000
State:	New Mexico
County:	Lea

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Lease No:	NM0062-001-001
St/Fed Lease No:	USA NM-04229-C
Lessor:	· Bureau of Land Management USA NM-04229-C
Lessee:	Cliffie A. Loomis
Lease Date:	02/01/1951
Gross Acres:	160.0000
State:	New Mexico
County: Legal Description:	Lea T21S, R32E, Section 5: Lots 7, 8, 9 and 10, leasehold rights; (Lots 7 and 8, Operating Rights limited to depth to the Lower Morrow Participating Area and all depths below the Base of the Morrow Formation), Lea County, New Mexico
Lease No: St/Fed Lease No:	NM0062-001-002 USA NM-01236
Lessor:	Bureau of Land Management USA NM-01236
Lessee:	W. E Bondurant, Jr.
Lease Date:	02/01/1952
Gross Acres:	164.9600
Recording Info:	Book 103, Page 98
State:	New Mexico
County:	
Legal Description:	T21S, R32E, Section 5: Lots 1, 2, 3 and 4, limited in depth to the Lower Morrow PA and al depths below the Base of the Morrow Formation, Lea County, New Mexico
_ease No:	NM0062-001-003
St/Fed Lease No:	USA NM-04229-B
Lessor:	Bureau of Land Management USA NM-04229-B
essee:	Cliffie A. Loomis
ease Date:	02/01/1951
Gross Acres:	160.0000
State:	New Mexico Lea
County: Legal Description:	T21S, R32E, Section 5: Operating Rights in Lots 5 and 6, limited in depth to the Lower Morrow PA and all depths below the Base of the Morrow Formation; and Record Title in Lots 5, 6, 11 and 12, Lea County, New Mexico
ease No:	NM0062-002-001
St/Fed Lease No:	E-9543-4
essor.	State of New Mexico E-9543-4
essee:	The Texas Company
ease Date:	11/15/1955
Gross Acres:	120.0000
State:	New Mexico Lea
County: Legal Description:	T20S, R32E, Section 36: W/2 NE/4 and SW/4 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico
ease No:	NM0062-002-002
WFed Lease No:	E-5231-10
essor:	State of New Mexico E-5231-10
essee:	MALCO Refineries, Inc.
ease Date:	05/10/1951
iross Acres:	360.0000
lecording info:	Book 40, Page 88
itate:	New Mexico
ounty: egal Description: -	Lea T20S, R32E, Section 36: E/2 NE/4, E/2 SE/4 and NW/4 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field and below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico; T20S, R33E, Section 31: Lot 1, NE/4 NW/4, SE/4 NE/4 and NE/4 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field and below the Base of the Atoka-Bilbrey

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Lease No:	NM0062-002-003
St/Fed Lease No:	USA NM-03023-A
Lessor.	Bureau of Land Management USA NM-03023-A
Lessee:	Howard W. Jennings
Lease Date:	05/01/1952
Gross Acres:	240.1500
State:	New Mexico
County: Legal Description:	Lea T20S, R33E, Section 31: Lot 3 (40.11ac.) and Lot 4 (40.04 ac.), E/2 SW/4, SW/4 NE/4 an NW/4 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field and below th Base of the Atoka-Bilbrey Field, Lea County, New Mexico
Lease No:	NM0062-002-004
St/Fed Lease No:	E-8142-6
Lessor:	State of New Mexico E-6142-6
Lessee:	L. B. Hodges
Lease Date:	04/10/1952
Gross Acres:	80.0000
State:	New Mexico
County:	Lea
Legal Description:	T20S, R33E, Section 31: S/2 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field, below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico
Lease No:	NM0062-003-001
St/Fed Lease No:	USA NM-03023-B
.essor:	Bureau of Land Management USA NM-03023-B
_essee:	Howard W. Jennings
ease Date:	05/01/1952
Gross Acres:	240.3400
State:	New Mexico
County: Legal Description:	Lea T20S, R33E, Section 30: Lots 1 and 2, E/2 NW/4; Section 31: Lot 2, Se/4 NW/4, Lea County, New Mexico
Lease No:	NM0062-004-001
St/Fed Lease No:	E-9052-10
_essor:	State of New Mexico E-9052-10
essee:	Charles B. Read
ease Date:	05/17/1955
Gross Acres:	120.0000
State:	New Mexico
County:	Lea
Legal Description:	T20S, R33E, Section 32: SW/4 NW/4, W/2 SW/4, from the surface to the Base of the Atoka-Livingston Ridge Field and below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico
ease No:	NMD062-005-001-001
essor:	Audle Richards, et al
essee:	Howard W. Jennings
ease Date:	04/08/1952
Gross Acres:	240.4500
Recording Info:	Book 100, Page 340
State:	New Mexico
County:	Lea
Legal Description:	T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest Insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

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Lease No:	NM0062-005-001-002
Lessor:	Mary Lorena Higgins, Individually and as Trustee, et al
Lessee:	Howard W. Jennings
Lease Date:	04/08/1952
Gross Acres:	240.4500
Recording Info:	Book 103, Page 289
State:	New Mexico
County:	Lea
Legal Description:	T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest
	insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico
Lease No:	NM0062-005-001-003
Lessor:	Betty M. Dreessen and husband, E. T. Dreessen
Lessee:	Richardson & Bass, a partnership composed of S. W. Richardso
Lease Date:	04/16/1956
Gross Acres:	240.4500
Recording Info:	Book 140, Page 277
State:	New Mexico
County:	Lea
Legal Description:	T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit
	Lea County, New Mexico;
	T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest
	insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974,
	covering the S/2 of said section, Lea County, New Mexico
Lease No:	NM0062-005-001-004
_essor:	Cecil H. Kyte, Trustee for David Bond Kyte
_essee:	Richardson & Bass, a partnership composed of S. W. Richardso
.ease Date:	04/16/1956
Gross Acres:	240.4500
Recording Info:	Book 140, Page 280
State:	New Mexico
County:	Lea
Legal Description:	T20S, R32E, Section 25: SE/4, Insofar as said lands are committed to the Little Eddy Unit,
·.	Lea County, New Mexico; TPOS D225 Section 20: Lote 2 and 4 04/2 SIM(4), except all right title and interest
	T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest
	insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico
ease No:	NM0062-005-001-005
essor:	Henry Lawson Montelth and Vera Allene Briggs
essee:	The Texas Company
ease Date:	11/06/1956
Bross Acres:	240.4500 Book 147, Page 476
Recording Info:	
	New Mexico
	Lea
County:	TOOL DOOL Soution 25, SELA incoder on and lands are committed to the Line Pate tisk
State: County: Legal Description:	T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
County:	•
County:	Lea County, New Mexico;

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	NM0062-005-001-006
Lessor:	Maybelle K. Stewart
Lessee:	Leonard Oil Company
Lease Date:	12/10/1955
Gross Acres:	240.4500
Recording Info:	Book 139, Page 243
State:	New Mexico
County:	Lea
Legal Description:	T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, tille and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico
Lease No:	NM0062-005-001-007
Lessor:	Maybelle K. Stewart
Lessee:	Sunshine Royalty Company
Lease Date:	12/10/1955
Gross Acres:	240.4500
Recording Info:	Book 140, Page 142
State:	New Mexico
County:	Lea
Legal Description:	T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit
	Lea County, New Mexico;
	T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Laa County, New Mexico
Lease No:	NM0062-005-001-008
Lessor:	Leonard Oll Company
	Diskardees & Deep a partnership service and of C. M. Diskardee
Lessee:	Richardson & Bass, a partnership composed of S. W. Richardso
	10/16/1956
Lease Date:	
Lease Date: Gross Acres:	10/16/1956
Lease Date: Gross Acres: Recording Info:	10/16/1956 240.4500 Book 148, Page 408
Lessee: Lease Date: Gross Acres; Recording Info: State: County:	10/16/1956 240.4500
Lease Date: Gross Acres: Recording Info: State: County:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea
Lease Date: Gross Acres: Recording Info: State: County: Legat Description:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest Insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974,
Lease Date: Gross Acres: Recording Info: State: County: Legal Description: Legal Noscription:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest Insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico
Lease Date: Gross Acres: Recording Info: State: County: Legal Description: Lease No: Lease No:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest Insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico NM0062-005-001-009
Lease Date: Gross Acres: Recording Info: State: County: Legal Description: Lease No: Lease No: Lessor: Lessee:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico NM0062-005-001-009 Sunshine Royalty Company
Lease Date: Gross Acres: Recording Info: State: County: Legal Description: Lease No: Lease No: Lessor: Lessee: Lease Date:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest Insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico NM0062-005-001-009 Sunshine Royalty Company Richardson & Bass, a partnership composed of S. W. Richardso
Lease Date: Gross Acres: Recording Info: State: County: Legal Description: Lease No: Lease No: Lease No: Lease Date: Gross Acres:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico: T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest Insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico NM0062-005-001-009 Sunshine Royalty Company Richardson & Bass, a partnership composed of S. W. Richardso 10/16/1956
Lease Date: Gross Acres: Recording Info: State: County: Legal Description: Lease No: Lease No: Lease No: Lease Date: Gross Acres: Recording Info:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest Insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico NM0062-005-001-009 Sunshine Royalty Company Richardson & Bass, a partnership composed of S. W. Richardso 10/16/1956 240.4500 Book 148, Page 410 New Mexico
Lease Date: Gross Acres: Recording Info: State:	10/16/1956 240.4500 Book 148, Page 408 New Mexico Lea T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico; T20S, R33E, Section 30: Lots 3 and 4 (W/Z SW/4), except all right, title and interest Insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/Z of said section, Lea County, New Mexico NM0062-005-001-009 Sunshine Royalty Company Richardson & Bass, a partnership composed of S. W. Richardso 10/16/1956 240.4500 Book 148, Page 410

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Lease No:	NM0062-005-001-010
Lessor:	L. H. Wentz Estate
Lessee;	Cities Service Oil Co.
Lease Date:	08/28/1950
Gross Acres:	240.4500
Recording Info:	Book 91, Page 423
State:	New Mexico
County:	Lea
Legal Description:	T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit
Cogar Dosanpson.	Lea County, New Mexico;
	T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest
	insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974,
	covering the S/2 of said section, Lea County, New Mexico
Lease No:	NM0069-001-001
St/Fed Lease No:	USA NM-10474
Lessor:	Bureau of Land Management USA NM-10474
Lessee:	Arthur N. Rupe
Lease Date: Gross Acres:	10/01/1969
	40.0000 Back 433 Back 333
Recording Info:	Book 422, Page 323
State:	New Mexico
County:	
Legal Description:	T19S, R34E, Section 31: NE/4 NW/4, Lea County, New Mexico
ease No:	NM0069-002-001
St/Fed Lease No:	USA NM-12006
_essor:	Bureau of Land Management USA NM-12006
_essee:	Union Oil Co. of California
Lease Date:	09/01/1970
Gross Acres:	160.0000
State:	New Mexico
County:	Lea
Legal Description:	T19S, R34E, Section 17: SE/4, Lea County, New Mexico
ease No:	NM0069-003-001
_essor:	Will N. Teny, et ux
_essee:	Stanolind Oil & Gas
ease Date:	01/03/1949
Bross Acres:	40.0000
Recording Info:	Book 81, Page 388
•	New Mexico
State:	Lea
County: Legal Description:	T19S, R34E, Section 8: SE/4 NE/4, Lea County, New Mexico, limited from the Surface of
Legal Description.	the earth down to a depth of 4,225' below the surface.
ease No:	NM0069-004-001
St/Fed Lease No:	USA NM 4314
essor.	Bureau of Land Management NM 4314
essee:	William A. Jurkiewicz
ease Date:	02/01/1968
Bross Acres:	339.5200
Recording Info:	Book 256, Page 419
itate:	New Mexico
county:	Lea
egal Description:	T19S, R34E, Section 5: Insofar as said lease covers Lots 1, 2, 3, 4 and S/2 N/2, (ada
-	T19S, R34E, Section 5: Insolar as said lease covers Lots 1, 2, 3, 4 and S/2 N/2, (ada N/2), containing 339.52 ac, Lea County, New Mexico, surface to 5000' below the surface

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Lease No:	NM0069-004-002
St/Fed Lease No:	USA NM 4314
Lessor:	Bureau of Land Management NM 4314
Lessee:	William A. Jurkiewicz
Lease Date:	02/01/1968
Gross Acres:	280.0000
Recording Info:	11
State:	New Mexico
County:	Lea
Legal Description:	T19S, R34E, Section 5: Insofar as said lease covers N/2 S/2, SE/4 SW/4 and S/2 SE/4, Lea County, New Mexico, surface to 5,000' below the surface and below 11,825' below the surface
Lease No:	NM0069-005-001
St/Fed Lease No:	USA NM 6818
Lessor:	Bureau of Land Management NM 6868
Løssee:	Hoover H. Wright
Lease Date:	08/01/1968
Gross Acres:	40.0000
Recording Info:	11
State:	New Mexico
County:	Lea
Legal Description:	T19S, R34E, Section 5: SW/4 SW/4, Lea County, New Mexico
Lease No:	NM0081-001-000
St/Fed Lease No:	V07147
Lessor:	State of New Mexico V07147
Lessee:	Rubicon Oil & Gas I, LP
Lease Date:	09/01/2004
Gross Acres:	320.0000
Recording Info:	Book 1331, Page 226
State:	New Mexico
County:	Lea
Legal Description:	T11S, R38E, Section 22: N2, Lea County, New Mexico

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To Assignment and Bill of Sale dated effective February 1, 2005, between Rubicon Oil and Gas I, LP, as Seller and Chesapeake Permian, L.P., as Buyer I as County New Mevico EXHIBIT "B"

		Lea County, New IMEXICO	Mexico	~			
WELL NAME	OPERATOR	FIELD	STATE	STATE COUNTY	SEC	TWP	RNG
UTP 2	MERIT	FEATHER	ŴN	LEA	16	15S	32E
STATE UTP 3	H. L. BROWN OPERATING	FEATHER	WN	LEA	16	15S	32E
UTP 1	MERIT ENERGY	FEATHER	MN	LEA	21	15S	32E
GRAHAM #1-9	V-F PETROLEUM	CAUDILL	MN	LEA	6	155	36E
PIPELINE A FEDERAL 8 #2	MAGNUM HUNTER	QUAIL RIDGE	MN	LEA	8	19S	34E
PIPELINE DEEP FED COM 5 #2	MAGNUM HUNTER	QUAIL RIDGE	MN	LEA	5	195	34E
PIPELINE DEEP UNIT FED #1	MAGNUM HUNTER	QUAIL RIDGE	MN	LEA	17	19S	34E
LING FEDERAL 2	FASKEN OIL	QUAIL RIDGE	WN	LEA	31	195	34E
LITTLE EDDY UNIT #1 (AUDIE)	RUBICON	SALT LAKE SOUTH	MN	LEA	25	20S	32E
LITTLE EDDY UNIT #2 (CH STATE)	RUBICON	SALT LAKE SOUTH	MN	LEA	36	20S	32E
LITTLE EDDY UNIT #3 (CM STATE 1)	RUBICON	SALT LAKE SOUTH	MN	LEA	31	20S	33E
LITTLE EDDY UNIT #4	RUBICON	HAT MESA	MN	LEA	32	20S	33E
LITTLE EDDY UNIT #5	RUBICON	HAT MESA	MN	LEA	5	21S	32E
GETTY 32 STATE COM #1	XTO ENERGY	BILBREY	MN	LEA	32	205	33E
NEWMAN STATE #1	CHESAPEAKE	STATELINE	MN	LEA	32	235	38E
STATE OF NEW MEXICO COUNTY OF LEA, FILED MAY 12 2005 <u>A</u> and recorded in Book <u>Methods</u> Main <u>Methods</u> Fuller By <u>Methods</u> Methods Les County Cierk By <u>Deputy</u>	Record & Return Chesapeake Ope P.O. Box 18496 Oklahoma City, C Attn: Land Admin	SEAL	ارن0 ۱				

Record & Return Fo Chesapeake Operating, Inc. P.O. Box 18496 Oklahoma City, OK 73154 Attn: Land Administration

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4/19/2005

ATTEST: Certified this ______ day of ______ 20______, as true and correct copy of the original on file in this office. MELINDA HUGHES AFA POUNTY CLERK Deputy

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