

MF110522

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF110522	56-030239		GLASSCOCK

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE

Block

Block Name

Township

Section/Tract

Land Part

Part Description HIGHWAY RIGHT-OF-WAY

Acres 11.38

Depth Below

Depth Above

Depth Other

0

0

Name

LAREDO PETROLEUM INC

Lease Date

12/1/2009

Primary Term

3 yrs

Bonus (\$)

\$4,552.00

Rental (\$)

\$0.00

Lease Royalty

0.2500

Leasing: RR

Analyst: RR

Maps: _____

GIS: B 26



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Scanned sm 5/7/13	
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The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF110522)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Laredo Petroleum, Inc.**, whose address is **500 W. Wall Street, Suite 600, Midland, TX 79701** hereinafter called "Lessee".

1. Lessor, in consideration of **Four Thousand Five Hundred Fifty Two 00/100 (\$ 4,552.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Glasscock** State of Texas, and is described as follows:

11.38 acres of land, more or less, known as, situated in said **Glasscock** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **11.38 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three years, from December 1st, 2009** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 25.00 per acre**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

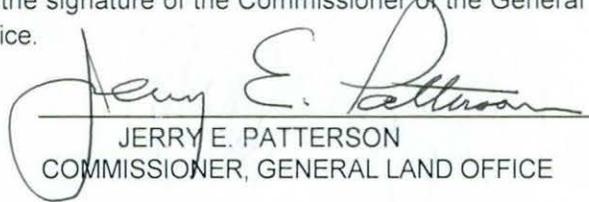
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.


JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: DR

DC: CR

CC: [Signature]

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION of
11.38 Acres in State Highway #158
Right-of-Way out of
Section 17, Block 33, T-4-S,
T. & P. RR. Co.,
Glasscock County, Texas

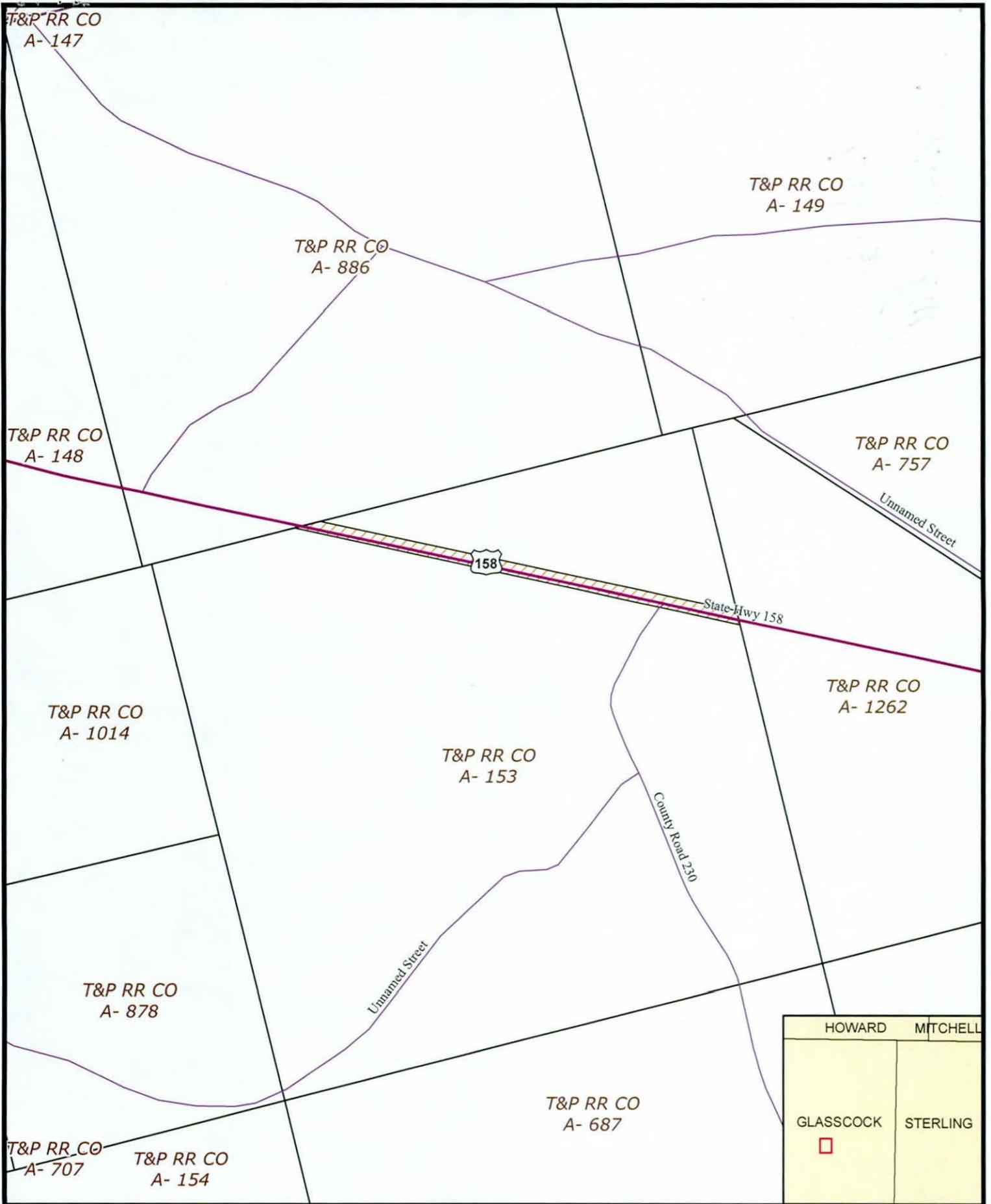
Beginning at a point on the north line of Section 17, Block 33, T-4-S, T. & P. RR. Co. and in the southwest right-of-way of State Highway #158, for the most northwesterly corner of this tract, from which the calculated northwest corner of said Section 17 bears S 76°27'10" W 1432.53 feet;

Thence N 76°27'10" E, with the north line of said Section 17, 281.29 feet to a point on the north line of said Section 17 and in the northeast right-of-way of State Highway #158, for the most northeasterly corner of this tract;

Thence S 78°17'42" E, with the northeast right-of-way of State Highway #158, 3976.00 feet to a point on the east line of said Section 17 and in the northeast right-of-way of State Highway #158, for the most southeasterly corner of this tract;

Thence S 14°23'16" E, with the east line of said Section 17, 133.62 feet to a point on the east line of said Section 17 and in the southwest right-of-way of State Highway #158, for the most southwesterly corner of this tract;

Thence N 78°17'42" W, with the southwest right-of-way of State Highway #158, 4289.18 feet to the point of beginning.



HOWARD	MITCHELL
GLASSCOCK	STERLING

Map Showing
 A portion St. Hwy 158
 11.38 acres
 Glasscock County

0 700 1,400 2,800 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Compiled By: Zeke Guillen
 December 1, 2009

1.

File No. MF110522
Seal
Date Filed: 10/29/09
By Jerry H. Patterson, Commissioner

LISA MORRISS & ASSOCIATES, INC.

P. O. Box 8751
Midland, Texas 79708
(432) 978-9340, Fax (432) 520-1577

October 28, 2009

SENT VIA LONESTAR OVERNIGHT MAIL

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

no money
74-110522

400.00
Y4
3yr Paid of
Sub in 25
P. etc

RE: **REQUEST FOR OIL AND GAS LEASE**
Part of Section 17, Block 33, Township 4 South,
T&P Ry. Co. Survey, **Glasscock County, Texas** more particularly
described by Metes and Bounds, containing **11.38 acres** of land, more or less

St. May 158

Dear Mr. Reid:

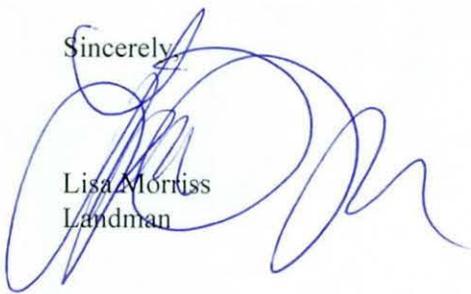
Per our recent phone conversation in this regard, enclosed please find two (2) copies of an Oil and Gas Lease, plus applicable exhibits, complete with Plats requested for the referenced area for your review and approval. We have also enclosed a check in the amount of \$100.00 for the application processing fee made payable to the Commission of General Land Office. Pursuant to the enclosed Affidavit, the most we have paid in the adjacent tracts is listed below and, therefore, we are offering the following terms for a paid-up lease:

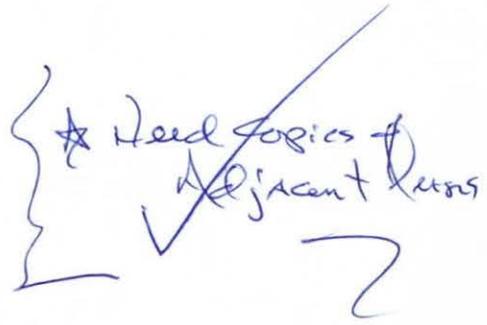
PRIMARY TERM: Three (3) years
ROYALTY: 1/4
BONUS: \$400.00 per net mineral acre

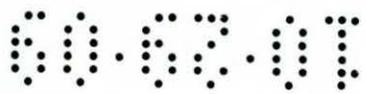
Pursuant to the instructions on your website and the checklist in this regard, we have also enclosed the Affidavit of Non-Production and the Affidavit of Consideration Paid, as well as a copy of the two deeds reflecting the State's 100% ownership of the fee interest in these tracts. My client, **Laredo Petroleum, Inc.**, who is the Lessee in the enclosed lease owns all of the leasehold rights in the adjacent lands to this highway right of way and their name and address is listed on the lease itself. Please let me know if the Waiver of Statutory Notice is still required in this type situation. If so, please let me know what you need at your earliest convenience so that I can get it to you. Please call me with any questions you may have at (432) 978-9340 or email me at lisa@morrissassociates.com. Please feel free to call or email me if there is anything further you need in this regard. We would appreciate all your efforts in getting this lease approved in the upcoming board meeting in this regard.

Thank you for your consideration of our offer to lease.

Sincerely,


Lisa Morriss
Landman


* Need copies of
Adjacent Deeds



Commissioner of GLO

10/28/2009

SECTION 17 PROCESSING FEE FOR GLO HWY R

10552

100.00

X

10701743
1209



Lisa Morriss & Associ Processing Fee for GLO Hwy. ROW Lease

100.00

Commissioner of GLO

10/28/2009

SECTION 17 PROCESSING FEE FOR GLO HWY R

10552

100.00

PAYMENT
RECORD

Lisa Morriss & Associ Processing Fee for GLO Hwy. ROW Lease

100.00



File No. MF 110522 2,

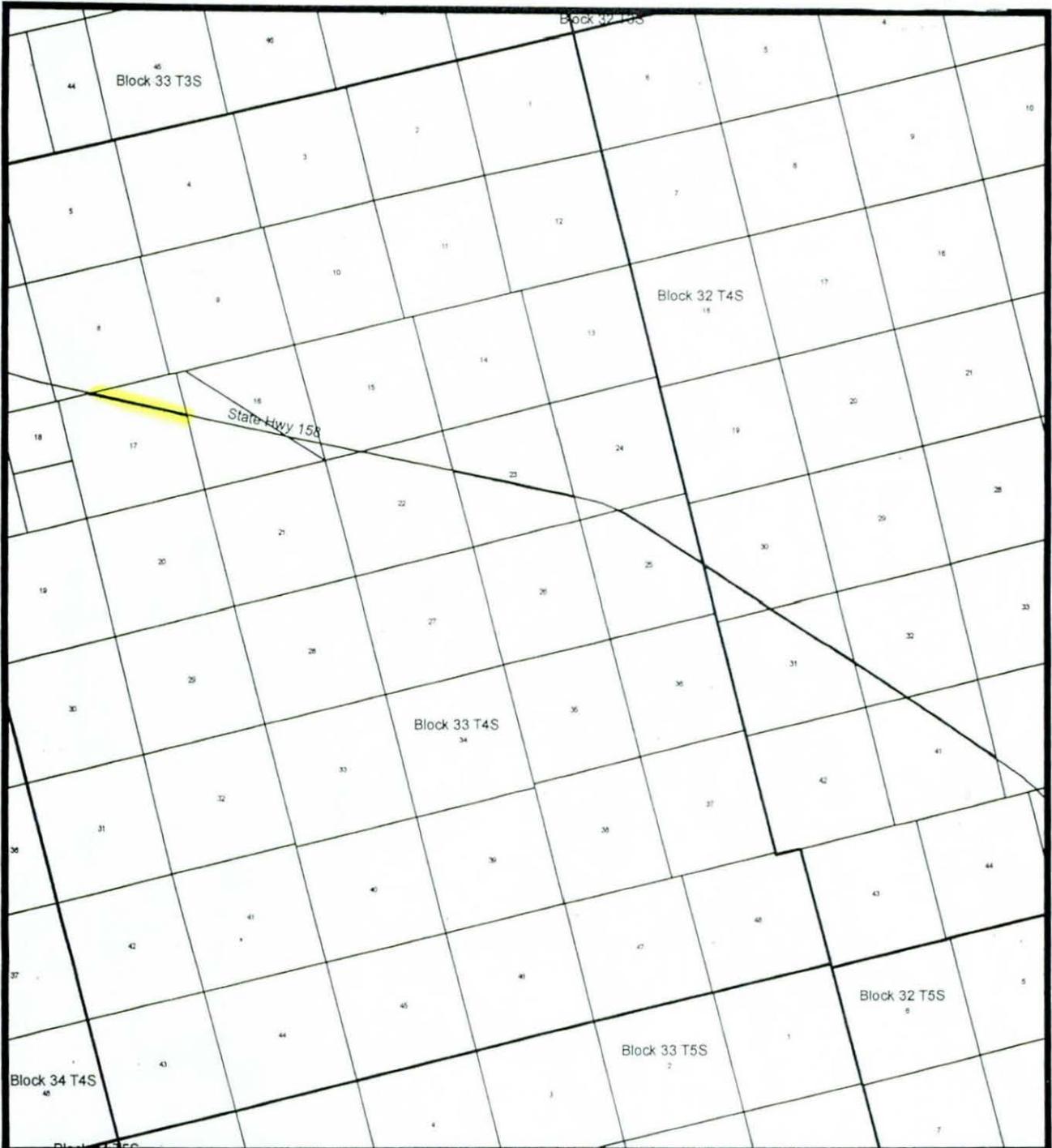
Letter & fee

Date Filed: 10/29/09
Jerry E. Patterson, Commissioner

By [Signature]

110522

EXHIBIT "B"



Map Showing
 A portion US Highway 158
 86.7 acres
 Approximately 5 miles west of Big Spring
 Glasscock County
 #12-06

NAD_1927_Albers
 Projection: Albers
 False_Easting: 0.000000
 False_Northing: 0.000000
 Central_Meridian: -100.000000
 Standard_Parallel_1: 28.000000
 Standard_Parallel_2: 35.000000
 Latitude_Of_Origin: 31.000000

GCS_North_American_1927
 0 3,000 6,000 Feet



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Map Compiled By:
 Ferrel Taylor
 Information Systems - GIS
 December 5, 2006



EXHIBIT "A"

*METES AND BOUNDS DESCRIPTION of
11.38 Acres in State Highway #158
Right-of-Way out of
Section 17, Block 33, T-4-S,
T. & P. RR. Co.,
Glasscock County, Texas*

Beginning at a point on the north line of Section 17, Block 33, T-4-S, T. & P. RR. Co. and in the southwest right-of-way of State Highway #158, for the most northwesterly corner of this tract, from which the calculated northwest corner of said Section 17 bears S 76°27'10" W 1432.53 feet;

Thence N 76°27'10" E, with the north line of said Section 17, 281.29 feet to a point on the north line of said Section 17 and in the northeast right-of-way of State Highway #158, for the most northeasterly corner of this tract;

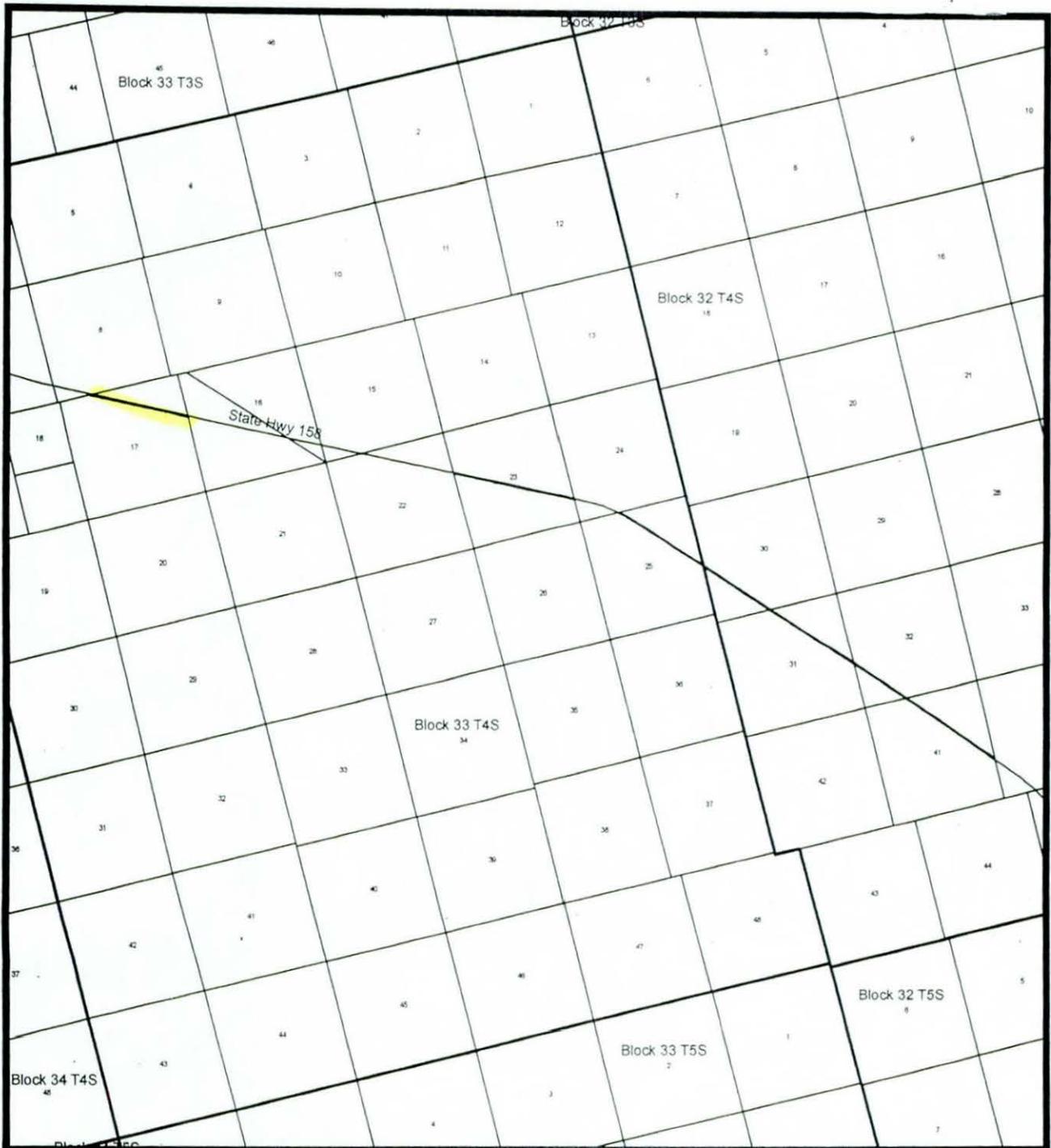
Thence S 78°17'42" E, with the northeast right-of-way of State Highway #158, 3976.00 feet to a point on the east line of said Section 17 and in the northeast right-of-way of State Highway #158, for the most southeasterly corner of this tract;

Thence S 14°23'16" E, with the east line of said Section 17, 133.62 feet to a point on the east line of said Section 17 and in the southwest right-of-way of State Highway #158, for the most southwesterly corner of this tract;

Thence N 78°17'42" W, with the southwest right-of-way of State Highway #158, 4289.18 feet to the point of beginning.



EXHIBIT "B"



Map Showing
 A portion US Highway 158
 86.7 acres
 Approximately 5 miles west of Big Spring
 Glasscock County
 ft12-06

NAD_1927_Albers
 Projection: Albers
 False_Easting: 0.000000
 False_Northing: 0.000000
 Central_Meridian: -100.000000
 Standard_Parallel_1: 28.000000
 Standard_Parallel_2: 35.000000
 Latitude_Of_Origin: 31.000000

GCS_North_American_1927
 0 3,000 6,000 Feet

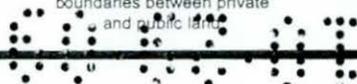


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 Ferrel Taylor
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 December 5, 2006



3.

File No. MF 110522

Maps

Date Filed: 10/29/09

Jerry E. Patterson, Commissioner

By [Signature]



AFFIDAVIT OF CONSIDERATION PAID

State of Texas §
 § KNOW ALL MEN BY THESE PRESENTS:
County of Glasscock §

That I, Lisa Morriss, being first duly sworn on her oath, state that affiant is familiar with the following described property, to-wit:

**Section 17, Block 33, Township 4 South,
T&P Ry. Company Survey
Glasscock County, Texas**

of which bonus consideration paid for acreage leased in this area was not more than \$400.00 per acre, further more described on Exhibit "A" and shown on Exhibit "B".

Further, Affiant sayeth not.

AFFIANT

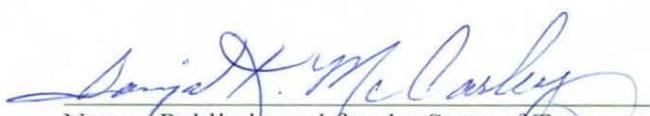
By: 
Lisa Morriss

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Midland

SWORN AND SUBSCRIBED TO BEFORE ME, by Lisa Morriss on this the 28th day of October, 2009.

My commission expires:
9-27-2012


Notary Public in and for the State of Texas
County of Midland



P.

File No. MF 110522

Affidavit

Date Filed: 10/29/09

Jerry E. Patterson, Commissioner

By [Signature]

110522

AFFIDAVIT OF NON- PRODUCTION

STATE OF TEXAS §
COUNTY OF GLASSCOCK §

KNOW ALL MEN BY THESE PRESENTS:

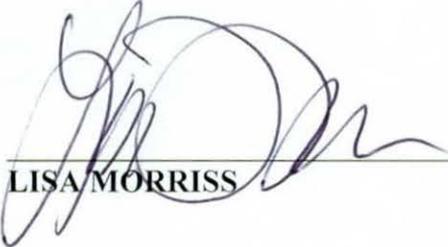
That I, **Lisa Morriss**, state that I am familiar with the following described property located in Glasscock County, Texas:

**Section 17, Block 33, Township 4 South,
T&P Ry. Company Survey, Glasscock County, Texas,**
being more fully described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof,

That I, **Lisa Morriss**, am a petroleum landman. That I, **Lisa Morriss**, have researched title to the above described property since 1985. I further state that there has not been any production nor wells capable of producing within 2500 feet of the lands described above and more fully set out in on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

Further, Affiant sayeth not.

AFFIANT

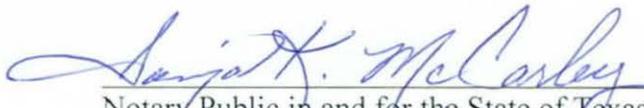

LISA MORRISS

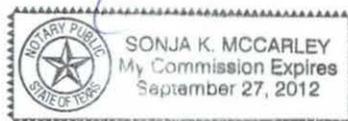
ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF MIDLAND }

Subscribed and sworn to this 28th day of October, 2009.

My commission expires:
9-27-2012


Notary Public in and for the State of Texas
County of midland





5.

File No.

MF 110 522

Affidavit

Date Filed:

10/29/09

Jerry E. Patterson, Commissioner

By

day personally appeared Mollie Long, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 14 day of April 1942
(SEAL) C. M. Sparkman
County Judge in and for Glasscock County, Texas.

Filed for record May 30, 1942 at 2 o'clock P.M.
Recorded June 6, 1942 at 11:30 o'clock A.M.

Susan Rawson
County Clerk, Glasscock County, Texas.

(FILE # 5439)

RIGHT-OF-WAY DEED

STATE OF TEXAS }
County of Glasscock } KNOW ALL MEN BY THESE PRESENTS:

THAT we S. R. Cox and wife, Mary Cox of the County of Glasscock, State of Texas, for and in consideration of the sum of Twenty Eight Hundred Thirty & 22/100 DOLLARS, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Glasscock, State of Texas, and being a part of Survey 17, Abstract 153, Block 33, Township 4-South, T. & P. Ry. Co. Survey conveyed by Susan M. Blair et al to S. R. Cox by deed dated the 21st day of December, 1925, and recorded in Volume 27, page 98, of the Deed Records of Glasscock County, Texas, and also being part of the southwest one-half of Survey 16, Abstract 757, Block 33, Township 4-South, T. & P. Ry. Co. Survey, conveyed by McCajah Dozier and wife, M. I. Dozier, to S. R. Cox by deed dated the 19th day of April, 1917, and recorded in Volume 12, page 502, of the Deed Records of Glasscock County, Texas, and further being part of Survey 22, Abstract 841, Block 33, Township 4-South, T. & P. Ry. Co. Survey, conveyed by Crelie Yarbrough and husband, R.Y. Yarbrough to S. R. Cox by deed dated the 2nd day of October, 1917, and recorded in Volume 13, page 51, of the Deed Records of Glasscock County, Texas.

(Important Note: If no liens, leases or easements exist, insert the word "None.")

Lien(s) held by None
(Name) (Address),
easement(s) held by None
(Name) (Address),
lease(s) held by None
(Name) (Address)

and being more particularly described as follows, to-wit:

Tract No. 1

Being a strip of land along and adjacent to the center line of State Highway 158, 8551 feet long and 120 feet wide, 60 feet each side of said center line from station 103 + 18 to station 188 + 69.

Said center line being described as follows, to wit:

Beginning at a point on the north line of Survey 17, said point of beginning being station 103 + 18 and being N. 74 Deg. 59 Min. E., 1321 feet from the northwest corner of said Survey 17.

Thence S. 78 Deg. 37 Min. E., at 4399.6 feet a point on the east line of said Survey 17 and west line of said Survey 16, said point being station 147 + 17.6 and being S. 14 Deg. 45 Min. E., 1957 feet from the northeast corner of said Survey 17 and northwest corner of said Survey 16, thence continuing with same course 8551 feet in all to a point on the

northeast line of the southwest one-half of said Survey 16, said point being station 188/69 and being N.59 Deg. 16 Min. W., 2159 feet from the southeast corner of said Survey 16.

Said strip of land containing 23.556 acres.

Tract No. 2.

Being a strip of land along and adjacent to the center-line of State Highway No. 158, 4114 feet long and 120 feet wide, 60 feet each side of said center line from station 223 / 51 to station 264 / 65.

Said center line being described as follows, to wit:

Beginning at a point on the north line of said Survey 22, said point being station 223 / 51 and being N. 75 Deg. 04 Min. E., 1809 feet from the northwest corner of said Survey 22.

Thence S. 78 Deg. 37 Min E., 4114 feet to a point on the east line of said Survey 22, said point being station 264 / 65 and being S. 14 Deg. 26 Min. E., 1824 feet from the northeast corner of said Survey 22.

Said strip of land containing 11.333 acres

Tract No.	Acres
1	23.556
2	11.333
Total	34.889

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said State of Texas and its assigns.

And we the said S. R. Cox and wife, Mary Cox do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it is further agreed that the said Grantors herein in consideration of the benefits above set out; will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness our hands, this the 11 day of April, A. D. 1942.

S. R. Cox
Mary Cox

THE STATE OF TEXAS,
COUNTY OF GLASSCOCK

Before me, the undersigned authority in and for said County and State, on this day personally appeared S. R. Cox, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 11 day of April 1942

(SEAL)

C. M. Sparkman

County Judge Glasscock County, Texas.

THE STATE OF TEXAS,
COUNTY OF GLASSCOCK

Before me, the undersigned authority in and for said County and State, on this day personally appeared Mary Cox, wife of S. R. Cox, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Mary Cox, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

BOOK 120 PAGE 620

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

3562

**OIL, GAS AND MINERAL LEASE
PAID-UP**

THIS AGREEMENT made this 27th day of August, 2008, between, Richard Johnson, Attorney-in-Fact for James Brown Ratliff, III, a/k/a J. B. Ratliff, dealing in his sole and separate property, Roberta Ratliff Reynolds, a/k/a Roberta Reynolds, dealing in her sole and separate property, Samuel Lester Ratliff, a/k/a Lester Ratliff, dealing in his sole and separate property, Juanita Ratliff Johnson, a/k/a Juanita Johnson, dealing in her sole and separate property, Jesse Derwood Ratliff, a/k/a Derwood Ratliff, dealing in his sole and separate property and Clara Jo Huckaby, dealing in her sole and separate property, as Lessor (whether one or more), who address is P. O. Box 1503, Fort Stockton, Texas 79735 as Lessor (whether one or more), and Laredo Petroleum, Inc., as Lessee.

WITNESSETH:

1. Lessor in consideration of Ten and 00/100 Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, and producing oil and gas, liquid hydrocarbons, conducting exploration, geologic and geophysical surveys, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Glasscock County, Texas, to wit:

Block 33, T-4-S, T&P RR Co. Survey

Section 17: All

Section 20: N/2N/2

Section 16: Being 97.2-acre tract lying North of Highway, said 97.2 acres being more particularly described in Volume 57, Page 87 of the Deed Records of Glasscock County, Texas.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called primary term) and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. (a.) As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipelines to which Lessee may connect its wells, the equal one-fourth (1/4th) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4th) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor' interest, in either case, to bear one-fourth (1/4th) of the cost of treating oil to render it marketable pipe line oil; (b) to pay Lessor for gas and casing head gas produced from said land (1) when sold by Lessee, one-fourth (1/4th) of the amount realized by Lessee, computed at the point of sale or (2) when used by Lessee off said land or in the manufacture of gasoline or other products one-fourth (1/4th) of the amount realized from the sales of gasoline or other products extracted therefrom and one-fourth (1/4th) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety (90) consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to three dollars (\$3.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Notwithstanding any provision herein to the contrary with the regard to shut-in gas wells, the existence of a shut-in gas well on the leased premises shall not be a basis for continuing this lease in force and effect for more than two consecutive one year periods beyond the primary term. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would

BOOK 120 PAGE 621

be paid under this lease if the wells are producing, and may be deposited in the Direct to Lessor which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each. Lessee agrees that all royalties accruing under this lease shall be paid based on the price received by the Lessee at the point of sale for the oil, gas and products produced hereunder without any deductions from said price for costs incurred by Lessee in transporting and treating said oil, gas and products produced hereunder to the point of sale.

(b.) Lessee shall not allow any non-producing oil well located on the lease premises to temporarily abandon or otherwise be in a non-productive state for a period of not more than six (6) months from the date of the last production, or the time permitted by the rules and regulations of the applicable governmental regulatory authority, whichever is less, without beginning operations with respect to the well location, and providing that these procedures must be complete within two (2) months of their initiation. The violation of this provision shall be material breach for which the Lessor shall have the right to terminate this lease.

(c.) In the event Lessee enters into a gas purchase price which contains what is commonly known as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a fixed price or make minimum periodic payments to the producer even though gas is not being delivered to the purchaser) and the purchaser under such gas purchase contract makes payment to the producer by virtue of such purchaser's failure to take delivery of such minimum volume of gas, or in the event a purchase of gas produced from the land pays to the Lessee any type of payment or bonus or advanced royalty for entering into a contract for the sale of the gas in addition to the amount for MCF paid for the gas under the contract, or in the event the Lessee received any payment for terminating or reducing the price or changing the terms of any contract for the sale of gas, all sums so received by the Lessee in any of such circumstances shall be deemed part of the proceeds of the sale of the gas and Lessor shall be entitled to 1/4th of all such payments, whatever they may be called.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and gas, or either of them, when in Lessee's judgment it is necessary or advisable to do so in order to properly explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Without the prior written consent of Lessor (which shall not be unreasonably withheld) units pooled for oil hereunder shall not substantially exceed 40 acres of land in area, and units pooled for gas shall not exceed substantially 640 acres of land in area, plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by the lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for any oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease; and the entire acreage constituting such unit or units, as to oil or gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of

production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit, or to each separate tract within the unit if this lease covers separate tracts within the unit, a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis – that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit, or to each separate tract within the unit if this lease covers separate tracts within the unit, that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease, or in such separate tract, and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and, production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other of the leased premises.

5. If at the expiration of the primary term, oil, gas, or liquid hydrocarbons is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon with 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with cessation of more than 180 consecutive days, and if they result in the production of oil, gas or liquid hydrocarbons, so long thereafter as oil, gas, or liquid hydrocarbons is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 180 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 180 consecutive days, and if they result in the production of oil, gas, or liquid hydrocarbons, so long thereafter as oil, gas, or liquid hydrocarbons is produced from said land, or from land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

At the expiration of the primary term of this lease, unless Lessee is conducting continuous drilling operations, this lease shall terminate as to all lands and depths SAVE AND EXCEPT from the surface of the ground down to 100 feet below the stratigraphic equivalent of the deepest producing zone or formation in and under.

6. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. All property remaining on the premises more than 180 days after expiration of this lease shall become property of the Lessor.

7. Lessee shall furnish a copy of recorded Release of Oil, Gas and mineral lease to Lessee as recorded in the Glasscock County, Texas County Clerk Records.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

BOOK 120 PAGE 623

9. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil or gas in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per 40 acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing oil or gas in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence with the obligations imposed by virtue of this instrument.

10. It is agreed that if this lease covers a lesser interest in the oil, gas, or liquid hydrocarbons in all or any part of said land than if the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. No part of cash consideration paid for granting of this lease shall be returned or refunded by Lessor.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or liquid hydrocarbons therefrom by reason of scarcity of, or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

12. Surface damages shall be negotiated between the surface owners and Lessee in the event that drilling or seismic operations occur on the leased premises.

13. Upon the completion of any well drilled upon the premises under the terms of this Lease, or upon the abandonment of any such well, the surface of the ground appurtenant to such well shall be smoothed and all excavations and slush pits, lined with plastic, shall be forthwith filled in by the Lessee, and all debris shall be removed from said premises and the surface right of Lessor and said leased premises shall be impaired as little as is reasonably possible.

14. All slush pits and circulating pits must be lined with a plastic liner to contain drilling fluids and substances; and shall be cleaned and leveled by Lessee as soon as reasonably possible after the completion of each well in such a manner that the land with be returned to its former condition as nearly as possible under the circumstances.

15. For the above consideration, Lessee is granted the option to renew this lease under the same provisions for a second primary term of Two (2) years from the end of the primary term, hereof, and as long thereafter as oil or gas is produced from said land or land pooled therewith. Lessee may exercise this option by paying or tendering to the Lessor or Lessor's credit in the above-named depository bank, the sum of \$235.00 dollars per net mineral acre covered by this Lease before the expiration of the primary term hereof.

16. Lessee hereby agrees to plug any and all dry holes or wells which have ceased production as prescribed by the rules of the Texas Railroad Commission.

17. Lessee or his representatives shall not bring firearms or dogs onto the lease premises and no fishing is allowed on the lease premises.

18. Lessee, its successors and assigns shall by its acceptance of this lease, agrees to comply with all applicable laws, rules and regulations and hereby assumes full responsibility for, and agrees to indemnify, defend and hold Lessor harmless from and against any loss, liability, claim, fine, expense (including attorney's fees and expenses) and cause of action caused by or in any way arising out of any violation (or defense of any alleged violation) or any federal, state or local law rule or regulation applicable to any waste material, drilling matter, fluid or any hazardous substance released or caused to be released by Lessee or Lessee's agents, or independent contractors from the land covered by this lease into the atmosphere or into or upon the land

BOOK 120 PAGE 624

covered by this lease or any water course or body of water, including ground water. Additionally, upon receiving any notice regarding any environmental, pollution or contamination problem or violation of any law, rule or regulation, Lessee will forward a copy to Lessor by certified mail within thirty (30) days. In addition to all other remedies of Lessor, Lessor shall have the right to terminate this lease upon thirty (30) days written notice to Lessee in the event Lessee fails to comply with the provisions of this paragraph. This provision and its indemnities shall survive the termination of this lease, and shall inure to the successor, heirs and assigns of Lessor and Lessee.

19. The Lessee shall deliver to Lessor, free of cost, at the point of sale as determined in Lessee's sole discretion, an equal part of all oil, gas and associated hydrocarbons produced and saved from said land or, at the option of the Lessor, said part of the market value of all oil and gas produced and saved from said premises, provided that on oil, gas and associated hydrocarbons sold at the well in a bona fide transaction between the Lessee and a part not controlled by the Lessee the term "market value" shall be the price realized from such sale.

The provisions of this paragraph shall prevail over the provisions of this lease in the event of any conflict.

WITNESS WHEREOF, this instrument is executed on the data first above written.

Richard Johnson
Richard Johnson, Attorney-in-Fact for J. B. Ratliff,
Roberta Reynolds, Lester Ratliff, Juanita Johnson,
Derwood Ratliff and Clara Jo Huckaby

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF DeWitt

This instrument was acknowledged before me on the 20th day of August, 2008, by Richard Johnson, Attorney-in-Fact for J. B. Ratliff, Roberta Reynolds, Lester Ratliff, Juanita Johnson, Derwood Ratliff and Clara Jo Huckaby.

Christi Adams
Notary Public for the State of Texas



FILED
AT 12:00 O'CLOCK P. M.
ON THE 20 DAY OF August
A.D., 2008
INS. NO. 3562

STATE OF TEXAS
COUNTY OF GLASSCOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.



Rebecca Batla
County Clerk, Glasscock County, Texas

Rebecca Batla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY *Antonia Jones* DEPUTY

OFFICIAL PUBLIC RECORDS

VOL. 120 PAGE 620
RECORDED August 20, 2008

7.

File No. MF 110522
Seal
Date Filed: 10/29/09
Jerry J. Patterson, Commissioner
By: 

LISA MORRISS & ASSOCIATES, INC.

P. O. Box 8751

Midland, Texas 79708

(432) 978-9340, Fax (432) 520-1577

November 24, 2009

SENT VIA LONESTAR OVERNIGHT MAIL

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

RE: **REQUEST FOR OIL AND GAS LEASE**
Part of Section 17, Block 33, Township 4 South,
T&P Ry. Co. Survey, Glasscock County, Texas more particularly
described by Metes and Bounds, containing 11.38 acres of land, more or less

Dear Mr. Reid:

Enclosed please find a copy of our last offer letter along with the first page of the Oil and Gas Lease recently sent to you for your review and approval. We have enclosed a check in the amount of \$4,620.28 made payable to the Commissioner of General Land Office if the board accepts our lease offer at the December 1, 2009 board meeting. This check represents a bonus amount of \$4,552.00 and a 1 ½ % sales fee of \$68.28 for a total of \$4,620.28.

The current oil and gas lease covering Section 17, Block 33, Township 4 South, T & P Ry. Co. Survey, Glasscock County, Texas from the Commissioner of the General Land Office of the State of Texas, Lessor, to Henry Petroleum LP, Lessee, expires December 5, 2009. My client, Laredo Petroleum, Inc. has a date of December 6, 2009, on the lease form previously mailed to you. Laredo Petroleum, Inc. owns all of the leasehold rights in the adjacent lands to this highway right of way and their name and address is listed on the lease itself.

Please call me with any questions you may have at (432) 978-9340 or email me at lisa@morrissassociates.com. Please feel free to call or email me if there is anything further you need in this regard. We would appreciate all your efforts in getting this lease approved in the upcoming board meeting in this regard.

Thank you for your consideration of our offer to lease.

Sincerely,

Lisa Morriss by Sue Dishong

Lisa Morriss
Landman

LISA MORRISS & ASSOCIATES, INC.

P. O. Box 8751
Midland, Texas 79708
(432) 978-9340, Fax (432) 520-1577

COPY

October 28, 2009

SENT VIA LONESTAR OVERNIGHT MAIL

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

RE: REQUEST FOR OIL AND GAS LEASE
Part of Section 17, Block 33, Township 4 South,
T&P Ry. Co. Survey, Glasscock County, Texas more particularly
described by Metes and Bounds, containing 11.38 acres of land, more or less

Dear Mr. Reid:

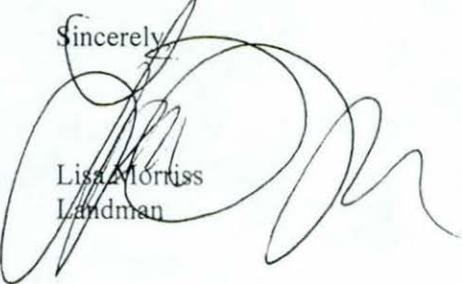
Per our recent phone conversation in this regard, enclosed please find two (2) copies of an Oil and Gas Lease, plus applicable exhibits, complete with Plats requested for the referenced area for your review and approval. We have also enclosed a check in the amount of \$100.00 for the application processing fee made payable to the Commission of General Land Office. Pursuant to the enclosed Affidavit, the most we have paid in the adjacent tracts is listed below and, therefore, we are offering the following terms for a paid-up lease:

PRIMARY TERM:	Three (3) years
ROYALTY:	1/4
BONUS:	\$400.00 per net mineral acre

Pursuant to the instructions on your website and the checklist in this regard, we have also enclosed the Affidavit of Non-Production and the Affidavit of Consideration Paid, as well as a copy of the two deeds reflecting the State's 100% ownership of the fee interest in these tracts. My client, Laredo Petroleum, Inc., who is the Lessee in the enclosed lease owns all of the leasehold rights in the adjacent lands to this highway right of way and their name and address is listed on the lease itself. Please let me know if the Waiver of Statutory Notice is still required in this type situation. If so, please let me know what you need at your earliest convenience so that I can get it to you. Please call me with any questions you may have at (432) 978-9340 or email me at lisa@morrissassociates.com. Please feel free to call or email me if there is anything further you need in this regard. We would appreciate all your efforts in getting this lease approved in the upcoming board meeting in this regard.

Thank you for your consideration of our offer to lease.

Sincerely,


Lisa Morriss
Landman

PAID-UP
OIL AND GAS LEASE NO. M-
GENERAL LAND OFFICE AUSTIN,
TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board, and LAREDO PETROLEUM, INC. whose address is 508 West Wall Street, Suite 600, Midland, TX 79701, hereinafter called "Lessee".

1. Lessor, in consideration of **Four Thousand-Five Hundred-Fifty-two and 00 one-hundredths Dollars (\$4,552.00)**, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Glasscock**, State of Texas, and is described as follows:

11.38 acres of land, more or less, situated in said Glasscock County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 11.38 acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three (3) years paid-up, from December 6, 2009**, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal 1/4 part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 1/4 part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by lessee 1/4 of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 1/4 of such gas and casinghead gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred.



15 WEST 6TH STREET, SUITE 1800
TULSA, OK 74119-5412

Vendor No.	Vendor Name	Check Date	Check Number	Check Total
9739	THE STATE OF TEXAS	Nov 20, 2009	29653	****4,620.28

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
11-AP-1614	111909	11/19/09	4,620.28	0.00	4,620.28
OIL AND GAS LEASE BONUS					
TOTAL INVOICES PAID					4,620.28

X

10702453

121

8.

File No. MF 110522

Letters F. Bonus

Date Filed: 11/25/09

[Signature] Jeffrey E. Patterson, Commissioner

By [Signature]

110522

110522

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 4, 2009

Ms. Lisa Morris
PO Box 8751
Midland, TX 79708

Dear Ms. Morris,

Re: State of Texas HROW Lease # MF 110522

Enclosed you will find an original executed Highway Right-of-Way Leases in Glasscock County.

Please refer to this lease number with all future correspondence concerning this lease. Proof read your lease before filing of record.

Please have your client review Section 4c regarding pooling, and ensure the GLO receives a copy unit designation on this lease.

If you have any questions please feel free to contact my direct phone number, or email listed below, or You may contact Drew Reid at his direct number (512) 475-1534

Best regards,

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521
beverly.boyd@glo.state.tx.us

COPY

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

9.

File No. MF110522
20 letter
Date Filed: 12/4/09
By: Jerry E. Patterson, Commissioner

COPY

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA11-41

Unit Number 4967
Operator Name LAREDO PETROLEUM INC *Effective Date* 12/1/2009
Customer ID C000048246 *Unitized For* Oil & Gas
Unit Name Ratliff 17 Unit *Unit Term* 0 Months
County1 Glasscock
County2 Old Unit Number Inactive Status Date
County3 0
RRC District: 08 0
Unit Type: Permanent 0
State Royalty Interest: 0.0035227273 0
State Part in Unit: 0.0140909091
Unit Depth All *Well:* Unit
Below Depth 0 *Formation:* Surface to base of Pennsylvania
Above Depth 0 *Participation Basis:* Surface Acreage
[If Exclusions Apply: See Remarks]

MF Number MF110522 *Tract Number* 2
Lease Acres 3.1 / *Total Unit Acres* 220 =
Tract Participation: 0.0140909 X
Lease Royalty 0.25 = *Manual Tract Participation:* [] 0
Tract Royalty Participation 0.0035227 *Manual Tract Royalty:* [] 0

Tract Royalty Reduction No
Tract Royalty Rate 0
Tract On-Line Date:

See Remark

API Number

4217333920

RRC Number

0

Remarks:

HROW Unit - Effective date is date of lease - Surface to B of Pennsylvania - Wolfcamp

Prepared By:

BBayrd

Prepared Date:

2/7/11

GLO Base Updated By:

BBayrd

GLOBase Date:

2/7/11

RAM Approval By:

J King

RAM Approval Date:

2/8/2011

GIS By:

ZG 1

GIS Date:

2-15-2011

#5921

UNIT DESIGNATION

(LAREDO PETROLEUM, INC. - RATLIFF 17 UNIT)

STATE OF TEXAS }
 }
 COUNTY OF GLASSCOCK }

LAREDO PETROLEUM, INC., a Delaware corporation, ("LAREDO") is an owner and the Operator of the following described oil and gas leases (and any amendments and supplements thereof), covering the lands in GLASSCOCK COUNTY, TEXAS:

1. Recorded: Volume 120, Page 620, Official Public Records
 Date: August 20, 2008
 Lessor: Richard Johnson Ratliff, attorney-in-fact for James Brown Ratliff, III, aka J. B. Ratliff, et al
 Lessee: Laredo Petroleum, Inc.
 Lands covered: Block 33, Township 4 South, T&P RR Co. Survey
 Section 17: All
 Section 20: N/2 N/2
 Section 16: 97.2 acre tract, being more fully described in said lease

2. Recorded: Volume 139, Page 503, Official Public Records
 Date: December 1, 2009
 Lessor: The Commissioner of the General Land Office of the State of Texas
 Lessee: Laredo Petroleum, Inc.
 Lands covered: Block 33, Township 4 South, T&P RR Co. Survey
 Section 17: 11.38 acres in State Highway No. 158 Right-of-Way, being more fully described in said lease

Deeming such to be necessary and advisable in the interest of conservation and to promote the development of the premises, LAREDO does hereby pool and combine the oil and gas interest covered by the above listed leases, from depths and horizons from the surface of the earth down to the base of the Pennsylvanian formation, under the following described lands, and only insofar as said leases covers the following described tract of land, containing 220 acres, more or less, out of Sections 17 and 20 of Block 33, T-4-S, T&P RR Co. Survey, Glasscock County, to wit:

Beginning at a point in the North line of Section 17 for the Northwest corner of this tract from which a point for the Northwest corner of Section 17, Block 33, T-4-S, T. & P. RR. Co. Survey bears S 76°27'10" W, 1093.55 feet;

Thence N 76°27'10" E, with the North line of said Section 17, a distance of 1503.65 feet to a point for the Northeast corner of this tract;

Thence S 14°25'31" E, at 5296.96 feet pass the South line of said Section 17, continuing on same course for a total distance of 6371.47 feet to a point for the Southeast corner of this survey in Section 20, Block 33, T-4-S, T. & P. RR. Co. Survey;

Thence S 76°26'58" W, a distance of 1503.64 feet to a point for the Southwest corner of this tract;

Thence N 14°25'31" W, at 1074.51 feet pass the North line of said Section 20, continuing on same course for a total distance of 6371.55 feet to the place of beginning.

consisting of two (2) tracts under different ownership, as depicted in Exhibit "A" attached hereto, to be pooled into a unit as to oil and gas produced from depths and horizons from the surface of the earth down to the base of the Pennsylvanian formation into one unit for the purpose of development and operation for the production of oil, gas and gas condensate from depths and horizons from the surface of the earth down to the base of the Pennsylvanian formation underlying said unit, said unit to be known as the **LAREDO PETROEUM, INC. - RATLIFF 17 UNIT**. Such unit is to be effective as of September 9, 2010 and shall continue in effect for one year and so long thereafter as there is production of oil, gas or gas condensate or both of them in paying quantities from the aforementioned depths and/or horizons underlying the land included within such unit, or any operation is conducted, any payment is made, or any condition exists, which under the terms of such leases (and any amendments and supplements thereto), could operate to continue the leases and/or this unit in force.

Accordingly, Lease No. 1 above is hereby pooled insofar, and only insofar, as said lease covers Tract 1 (containing 216.9 acres, more or less), and Lease No. 2 above is hereby pooled insofar, and only insofar, as it covers Tract 2 (containing 3.1 acres, more or less), depicted in Exhibit "A" attached hereto.

With respect to any mineral, royalty, leasehold or other interest in the unit that is validly pooled by this instrument or by any ratification hereof, any operations conducted on any part of the pooled unit or any producing or shut-in well located on any part of the pooled unit shall be considered, for all purposes except the payment of royalty, as being conducted or located upon each tract within the unit. There shall be allocated to each separately owned tract of land within the pooled unit the proportion of the total production of oil, gas and any other minerals pooled hereby from the unit, after deducting any used in lease or unit operations, which the number of surface acres in each such separate tract within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of each lease. The formation of the unit effected hereby shall not have the effect of exchanging or transferring any interest under a particular lease or in a particular tract (including, without limitation, any shut-in royalty which may become payable under a lease) between or among parties owning interests in such tract and parties owning interests in any other separately owned tract. At any time Laredo, or its successor as operator of the leases and well or wells committed hereto, may dissolve the unit established hereunder by filing for record in the public office where this unit designation is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals.

This Unit Designation may be executed in any number of counterparts, no one of which needs to be executed by all parties, and it shall be binding upon all parties who have executed such a counterpart with the same force and effect as if all parties has signed the same document. Further, this Unit Designation may be ratified by any owner of an interest in the oil and gas mineral estate or leasehold estate in the lands committed to the unit, with the consequent effect as herein stated, as though this unit designation had been executed by such ratifying party. Laredo does not hereby purport to pool or unitize the interest of any owner except those whose interests Laredo has the legal right to pool in the manner herein stated, but this Unit Designation shall be binding on any party executing such a ratification.

EXECUTED this 19th day of November, 2010, but effective as of the 9th day of September, 2010.

OPERATOR:

LAREDO PETROLEUM, INC.

By: William F. Chatham
Title: Attorney-in-Fact

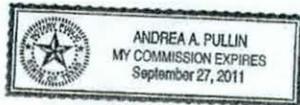
STATE OF TEXAS }
 }
COUNTY OF MIDLAND }

Before me, the undersigned authority, on this 19th day of November, 2010, personally appear before me **William F. Chatham, Attorney-in-Fact for LAREDO PETROLEUM, INC.,** a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, in the capacities, and for the purposes and consideration, therein expressed.

My Commission Expires:

9/27/2011

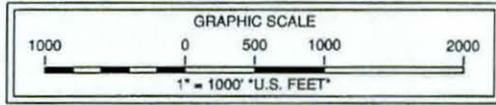
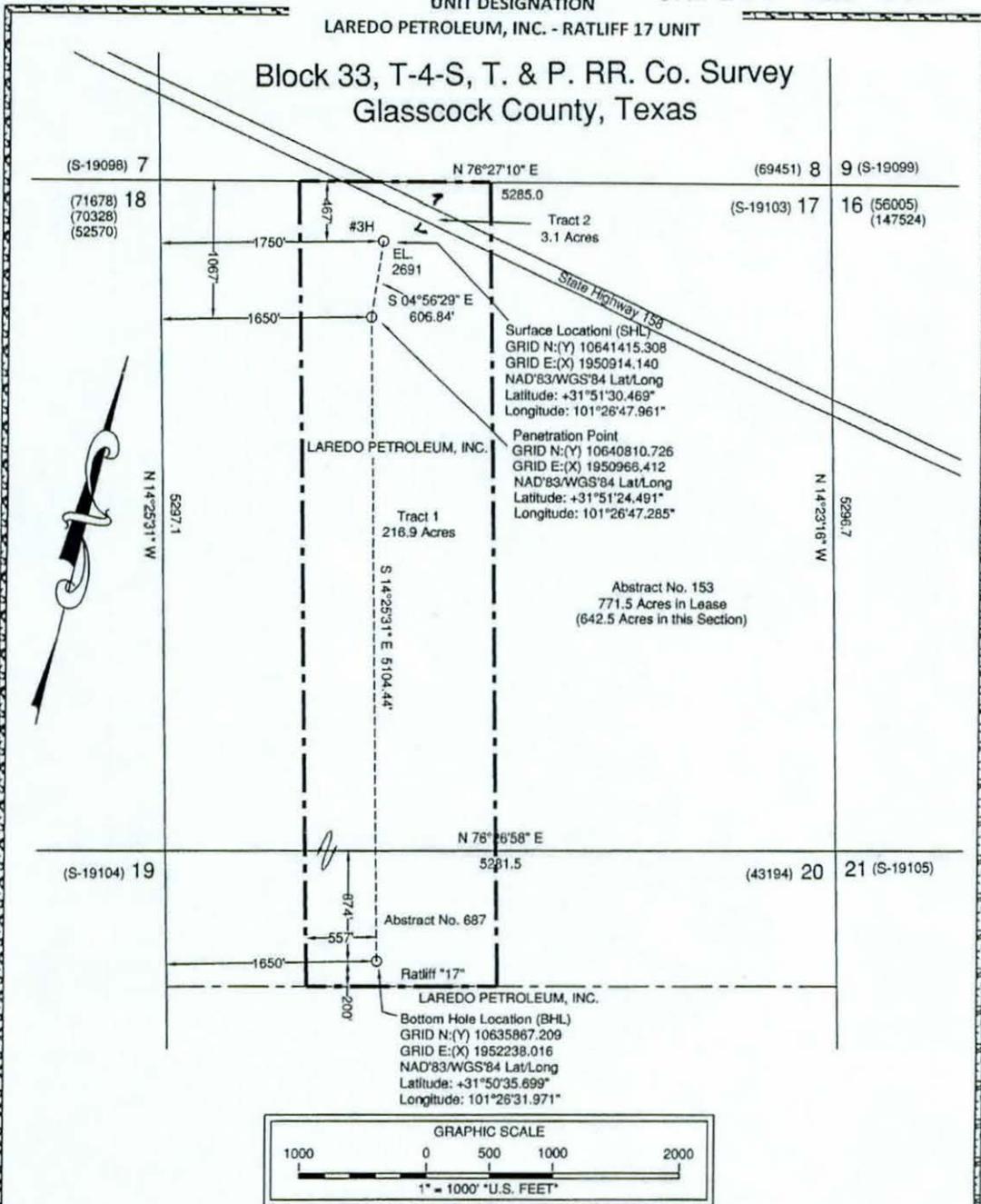
Andrea A. Pullin
Notary Public in and for the State of TEXAS



After recording, return to:
ATTN: STEPHEN DICKERSON
LAREDO PETROLEUM, INC.
508 WEST WALL STREEET, SUITE 600
MIDLAND, TX 79701

LAREDO PETROLEUM, INC. - RATLIFF 17 UNIT

Block 33, T-4-S, T. & P. RR. Co. Survey
Glasscock County, Texas



Note: City of Garden City, Texas from well location bears N 78°55'35" W, 2.1 miles.
 Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
 Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
 Note: Acreages shown have been converted to surface acreages.
 Note: Coordinates shown herein are on The Texas Coordinate System of 1983, Central Zone.
 Note: Example: (S-99999) indicates General Land Office file number.

USGS Quadrangle Sheet: Garden City, Tex.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715



June 11, 2010
100611DA

Railroad Commission Permit Plat
LAREDO PETROLEUM, INC.
 Ratliff "17" Unit #3H
 467' FROM NORTH LINE
 1750' FROM WEST LINE
 Ratliff "17" Unit
 220 Acres out of
 Sections 17, & 20, Block 33, T-4-S
 T. & P. RR. Co. Survey
 Glasscock County, Texas

Scale: 1" = 1000'

FILED

AT 10:08 O'CLOCK A. M.
ON THE 21 DAY OF January
A.D., 2011
INS. NO. 5921

Rebecca Batla

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY *Antoinette Jones* DEPUTY

**STATE OF TEXAS
COUNTY OF GLASSCOCK**

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.



Rebecca Batla

County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 158 PAGE 816

RECORDED January 21, 2011

From: Stephen Dickerson <sdickerson@laredopetro.com>
To: ""Beverly.Boyd@glo.state.tx.us"" <Beverly.Boyd@glo.state.tx.us>
CC: Nalani Nordean <nnordean@laredopetro.com>
Date: 2/3/2011 6:36 PM
Subject: Recorded Unit Designation
Attachments: Ratliff 17 Unit Desig.pdf

Ms. Boyd,

Pursuant to our telephone conversation a few weeks ago, attached please find a copy of the Ratliff 17 Unit Designation - covering lands in Glasscock County, Texas, including a portion of a tract covered by lease from the GLO to Laredo Petroleum, Inc. The Ratliff 17 #3H well is located within this Unit.

Please contact me if there are any questions/problems.

Regards,

Stephen B. Dickerson, CPL
Senior Landman - Permian Basin
LAREDO PETROLEUM, INC.
508 W. Wall Street, Suite 600
Midland, TX 79701
office: 432.684.9955
cell: 432.212.3911

From: Beverly Boyd
To: Johns, Carol
Date: 2/3/2011 9:19 AM
Subject: Re: Urrutia 001 - Sugarloaf

Can you send me a recorded copy of this Unit. Also the plat attached to the permit is different than the plat you sent me. I am guessing you have the surveyed plat. Also please confirm State lease number MF111769.

Thanks
Beverly

>>> Carol Johns <cjohns@hilcorp.com> 2/2/2011 3:19 PM >>>
Good Afternoon Ms. Boyd-

Per your request, please find attached a copy of the Unit Designation and Survey Plat for the Urrutia well. Please let me know if I can be of any further assistance.

Thank you and have a great day, stay warm!

Carol L. Johns
Division Order Analyst II
713.289.2641
713.209.2420 Fax

Hilcorp - A Company Built on Energy
Recognized in 2010 by the Great Places to Work Institute as "The 5th Best Medium Size Company to work for in America!"

The information contained in this e-mail message is confidential information intended only for the use of the recipient(s) named above. In addition, this communication may be legally privileged. If the reader of this e-mail is not an intended recipient, you have received this e-mail in error and any review, dissemination, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by return e-mail and permanently delete the copy you received.

While all reasonable care has been taken to avoid the transmission of viruses, it is the responsibility of the recipient to ensure that the onward transmission, opening or use of this message and any attachments will not adversely affect its systems or data. No responsibility is accepted by the company in this regard and the recipient should carry out such virus and other checks as it considers appropriate.

10.

File No. DF 110572

#4967, Unit Baddiff 17
Resignation

Date Effective 12/1/09

Jerry Patterson, Commissioner





February 7, 2011

Laredo Petroleum Inc
15 West 6th Street, Suite 1800
Tulsa, OK 74119

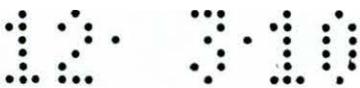
Re: State Lease MF110522 - **Please refer to this lease number with all correspondence**
Ratliff 17 #3H
13199

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division



DIVISION ORDER

Laredo Petroleum, Inc.
15 West 6th Street, Suite 1800
Tulsa, OK 74119
Phone: (918) 513-4570 Fax: (918) 513-4571

Date: December 1, 2010
Effective Date: First Sales

MF 110522

COPY TO KEEP

Property Number: 13199
Property Name: Ratliff 17 #3H
Operator: Laredo Petroleum Inc
County and State: Glascock County, TX
Property Description: 220 acres in Section 17 & 20, Block 33, T4S, T&P Survey

UNIT# 4967

Production: Oil _____ Gas _____ Both X _____

COMMISSIONER GENERAL LAND OFFICE STATE 173501 RI 0.00352273 A
STATE OF TEXAS LEASE M 51707
STEPHEN F AUSTIN BLDG
1700 N CONGRESS AVENUE
AUSTIN, TX 78701

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Laredo Petroleum, Inc.

Laredo Petroleum, Inc. shall be notified in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Laredo Petroleum, Inc. is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Laredo Petroleum, Inc. any amount attributable to an interest to which the undersigned is not entitled.

Laredo Petroleum, Inc. may accrue proceeds until the total amount equals \$100.00 or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Laredo Petroleum, Inc. may have certain statutory rights under the laws of the state in which the property is located.

Special Clause: Owner agrees to indemnify and hold Payor harmless from all liability resulting from payments made to Owner in accordance with such division of interest, including but not limited to, attorneys' fees or judgments in connection with any suit that affects Owner's interest to which Payor is made a party.

Owner(s) Signature(s): _____

Printed Name: _____

Owner(s) SS/Tax I.D. Number(s): _____

Owner daytime Telephone #: _____ Owner Fax #: _____

Address: _____ E-mail: _____

Type of Payee:

_____ Individual _____ Partnership _____ Estate or Trust _____ Proprietorship
_____ Corporation _____ Tax Exempt _____ Other (Specify) _____
_____ Federal, State or Local Governmental Agency

Federal Law requires you to furnish your Social Security or Tax Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Laredo Petroleum, Inc.



December 1, 2010

To Interest Owners

Re: Ratliff 17 #3H BPO (13199)
220 acres in Section 17 & 20, Block 33, T4S, T&P Survey
Glasscock County, Texas

MF 110522

UNIT# 4967

Dear Owner:

Laredo Petroleum, Inc. operates the captioned well which recently had first sales.

Enclosed are two copies of our division order reflecting your decimal interest in the captioned well. Please execute your division order according to the enclosed instruction letter. Return one executed division order in the envelope provided. The extra copy is for your files.

Should you require additional information, please do not hesitate to contact me at 918-513-4570, Extension 249.

Sincerely,

Nalani Nordean, CDOA
Senior Division Order Analyst
nnordean@laredopetro.com

*Called 12/6
Need UD -
12/7 will send UD
as soon as it's
final*

Enclosures: Division Order
Instruction Letter
Return Envelope

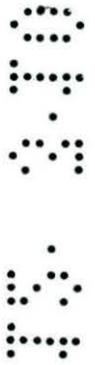
11.

File No. MF 110522
Attiff 17, 3H, #4967
DIVISION ORDER

Date Filed: 2/2/11

Jerry E. Patterson, Commissioner

By [Signature]



DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA11-301

Unit Number 5226
Operator Name LAREDO PETROLEUM INC *Effective Date* 4/15/2011
Customer ID C000048246 *Unitized For* Oil & Gas
Unit Name Ratliff 17 "A" Unit *Unit Term* 0 Months
County 1 Glasscock
County 2 Old Unit Number Inactive Status Date
County 3 0
RRC District: 08 0
Unit Type: Permanent 0
State Royalty Interest: 0.0052687844 0
State Part in Unit: 0.0210751374
Unit Depth *Well:* Other
Below Depth 0 MD *Formation:* Correlative Well Cox 29 #2 42-17333510
Above Depth 9811 TVD *Participation Basis:* Surface Acreage
[If Exclusions Apply: See Remarks]

MF Number MF110522 *Tract Number* 2
Lease Acres 8.28 / *Total Unit Acres* 392.88 =
Tract Participation: 0.0210751 X
Lease Royalty 0.25 = *Manual Tract Participation:* [] 0 | See Remark
Tract Royalty Participation 0.0052688 *Manual Tract Royalty:* [] 0 |

Tract Royalty Reduction No
Tract Royalty Rate 0
Tract On-Line Date:

API Number

421733405100

RRC Number

0

Remarks:

HROW Unit - Surface to 100' below base of the Atoka-Bend Formation as seen in the Laredo Cox-29 #2- 42-173-33510 @ 9,811'

Prepared By:

B. Boyd

Prepared Date:

10-3-11

GLO Base Updated By:

B. Boyd

GLOBase Date:

10-3-11

RAM Approval By:

J. King

RAM Approval Date:

10-17-2011

GIS By:

26

GIS Date:

10-7-2011

8691

UNIT DESIGNATION

(LAREDO PETROLEUM, INC. - RATLIFF 17 "A" UNIT)

STATE OF TEXAS }
 }
 COUNTY OF GLASSCOCK }

LAREDO PETROLEUM, INC., a Delaware corporation, ("LAREDO") is an owner and the Operator of the following described oil and gas leases (and any amendments and supplements thereof), covering the lands in GLASSCOCK COUNTY, TEXAS:

1. Recorded: Volume 120, Page 620, Official Public Records
 Date: August 20, 2008
 Lessor: Richard Johnson Ratliff, attorney-in-fact for James Brown
 Ratliff, III, aka J. B. Ratliff, et al
 Lessee: Laredo Petroleum, Inc.
 Lands Block 33, Township 4 South, T&P RR Co. Survey
 covered: Section 17: All
 Section 20: N/2 N/2
 Section 16: 97.2 acre tract, being more fully described in
 said lease

2. Recorded: Volume 139, Page 503, Official Public Records
 Date: December 1, 2009
 Lessor: The Commissioner of the General Land Office of the
 State of Texas
 Lessee: Laredo Petroleum, Inc.
 Lands Block 33, Township 4 South, T&P RR Co. Survey
 covered: Section 17: 11.38 acres in State Highway No. 158 Right-
 of-Way, being more fully described in said lease

Deeming such to be necessary and advisable in the interest of conservation and to promote the development of the premises, LAREDO does hereby pool and combine the oil and gas interest covered by the above listed leases, from depths and horizons from the surface of the earth down to 100 feet below the base of the Atoka-Bend formation, under the following described lands, insofar and only insofar as said leases cover the following described tract of land, containing 392.88 acres, more or less, out of Sections 17 and 20 of Block 33, T-4-S, T&P RR Co. Survey, Glasscock County, to wit:

Beginning at a point for the Northeast corner of this tract, the same being the Northeast corner of Section 17, Block 33, T-4-S, T. & P. RR. Co. Survey;

Thence S 14°23'16" E, with the East line of said Section 17, at 5296.75 feet to a point for the Southeast corner of said Section 17 and the Northeast corner of Section 20, Block 33, T-4-S, T. & P. RR. Co. Survey, continuing on the same course and with the East line of said Section 20 for a total distance of 6371.25 feet to a point for the Southeast corner of this tract;

Thence S 76°26'58" W, a distance of 2683.60 feet to a point for the Southwest corner of this tract;

Thence N 14°25'31" W, at 1074.51 feet pass the North line of said Section 20 and the South line of said Section 17, continuing on the same course for a total distance of 6371.47 feet to a point in the North line of said Section 17 and for the Northwest corner of this tract;

Thence N 76°27'10" E, with the North line of said Section 17, a distance of 2687.79 feet to the place of beginning.

consisting of two (2) tracts under different ownership, as depicted and described in Exhibit "A" and Exhibit "B", attached hereto, to be pooled into a unit as to oil and gas produced from depths and horizons from the surface of the earth down to 100 feet below the base of the Atoka-Bend formation into one unit for the purpose of development and operation for the production of oil, gas and

gas condensate therefrom, said unit to be known as the **LAREDO PETROEUM, INC. - RATLIFF 17 "A" UNIT**. Such unit is to be effective as of April 15, 2011, and shall continue in effect for ninety (90) days and so long thereafter as there is production of oil, gas or gas condensate or both of them in paying quantities from the aforementioned depths and/or horizons underlying the land included within such unit, or any operation is conducted, any payment is made, or any condition exists, which under the terms of such leases (and any amendments and supplements thereto), could operate to continue the leases and/or this unit in force.

Accordingly, Lease No. 1 above is hereby pooled insofar, and only insofar, as said lease covers Tract 1 (containing 384.6 acres, more or less) and Tract 2 (containing 8.28 acres, more or less), and Lease No. 2 above is hereby pooled insofar, and only insofar, as it covers Tract 2 (containing 8.28 acres, more or less), said Tracts being depicted and described in Exhibit "A" and Exhibit "B" attached hereto.

For purposes hereof, the base of the Atoka-Bend formation is defined as the stratigraphic equivalent of 9,811' subsurface, as shown on the log of Laredo Petroleum, Inc.'s Cox 29 Well No. 2, API No. 42-173-33510, located 660' FNL and 660' FWL of Section 29, Block 33, T-4-S, T&P Ry. Co. Survey, Glasscock County, Texas.

With respect to any mineral, royalty, leasehold or other interest in the unit that is validly pooled by this instrument or by any ratification hereof, any operations conducted on any part of the pooled unit or any producing or shut-in well located on any part of the pooled unit shall be considered, for all purposes except the payment of royalty, as being conducted or located upon each tract within the unit. There shall be allocated to each separately owned tract of land within the pooled unit the proportion of the total production of oil, gas and any other minerals pooled hereby from the unit, after deducting any used in lease or unit operations, which the number of surface acres in each such separate tract within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of each lease. The formation of the unit effected hereby shall not have the effect of exchanging or transferring any interest under a particular lease or in a particular tract (including, without limitation, any shut-in royalty which may become payable under a lease) between or among parties owning interests in such tract and parties owning interests in any other separately owned tract. At any time Laredo, or its successor as operator of the leases and well or wells committed hereto, may dissolve the unit established hereunder by filing for record in the public office where this unit designation is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals.

This Unit Designation may be executed in any number of counterparts, no one of which needs to be executed by all parties, and it shall be binding upon all parties who have executed such a counterpart with the same force and effect as if all parties has signed the same document. Further, this Unit Designation may be ratified by any owner of an interest in the oil and gas mineral estate or leasehold estate in the lands committed to the unit, with the consequent effect as herein stated, as though this unit designation had been executed by such ratifying party. Laredo does not hereby purport to pool or unitize the interest of any owner except those whose interests Laredo has the legal right to pool in the manner herein stated, but this Unit Designation shall be binding on any party executing such a ratification.

EXECUTED this 29th day of April, 2011, but effective as of the 15th day of April, 2011.

OPERATOR:

LAREDO PETROLEUM, INC.

By: William F. Chatham *WFC*

William F. Chatham, Attorney-In-Fact

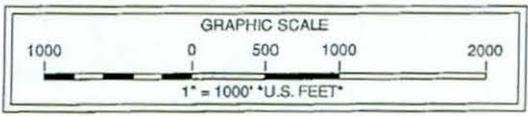
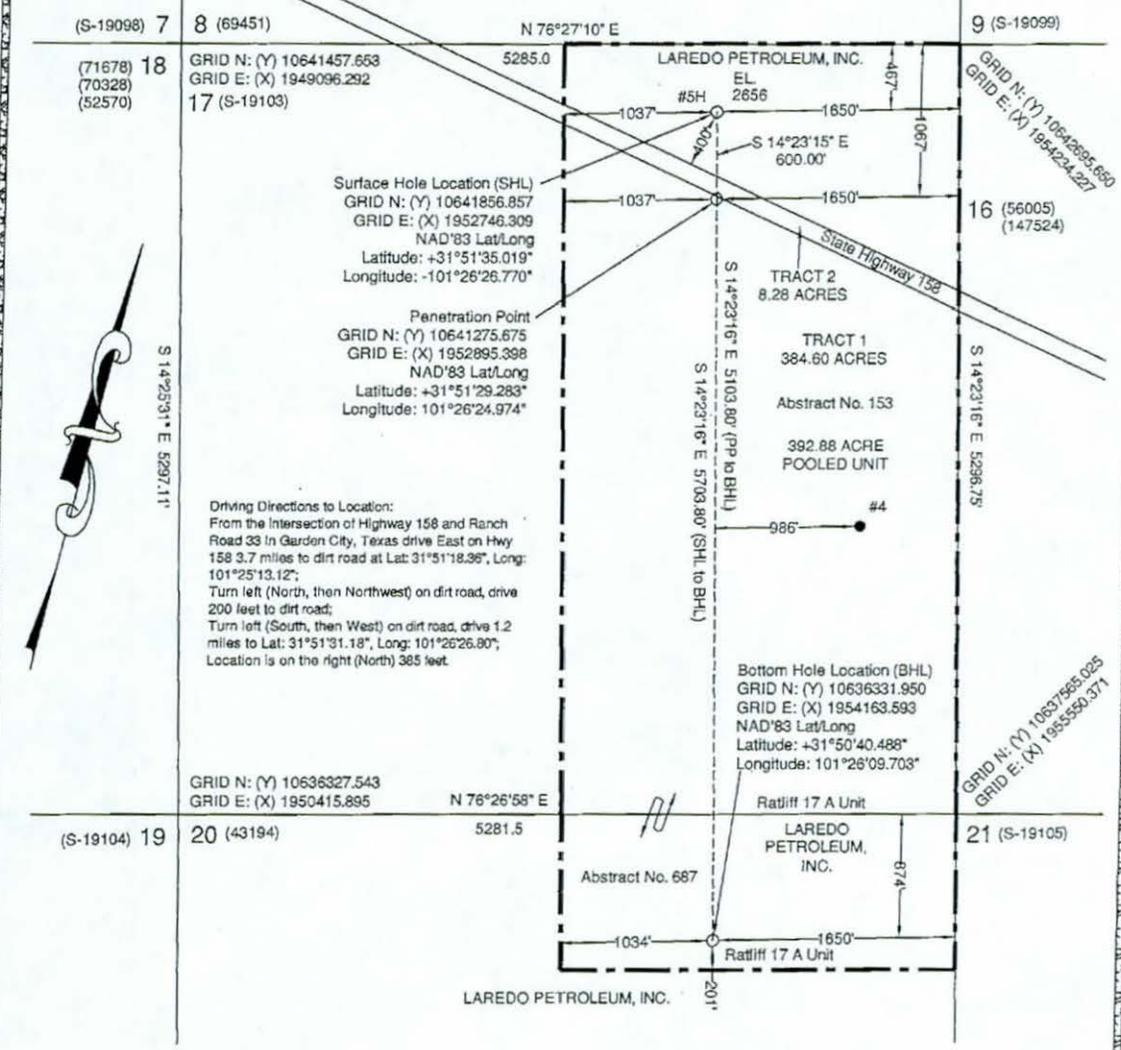
STATE OF TEXAS }
 }
COUNTY OF MIDLAND }

Before me, the undersigned authority, on this 29th day of April, 2011, personally appear before me **William F. Chatham, Attorney-in-Fact for LAREDO PETROLEUM, INC., a Delaware corporation**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, in the capacities, and for the purposes and consideration, therein expressed.

Barbara A. Tranum
Notary Public, State of Texas



Block 33, T-4-S, T. & P. RR. Co. Survey
Glasscock County, Texas



Note: Well location is 2.4 miles East of the city of Garden City, Texas.
 Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
 Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
 Note: Acreages shown have been converted to surface acreages.
 Note: Coordinates shown herein are on The Texas Coordinate System of 1983, Central Zone.
 Note: Example: (S-99999) indicates General Land Office file number.
 Note: The lease shown herein does not match the original lease. The lease has been adjusted to conform to William C. Wilson's re-construction of an "original" construction as requested by the client, Laredo Petroleum.

Revised 09/06/2011
 USGS Quadrangle Sheet: Garden City, Tex.
 Railroad Commission Permit Plat
 LAREDO PETROLEUM, INC.
 Ratliff 17 A Unit #5H
 467' FROM NORTH LINE
 1650' FROM EAST LINE
 Ratliff 17 A Unit
 392.88 Acres out of Sections 17 & 20
 Block 33, T-4-S
 T. & P. RR. Co. Survey
 Glasscock County, Texas
 Scale: 1" = 1000'



Stephen P. Marlowe
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715
 P.O. Box 51622, Midland, Texas, 79710 (432) 570-6256 Fax (432) 682-3262

January 24, 2011
 110124M

EXHIBIT "B"

Attached to and hereby made a part of that certain Unit Designation, for the LAREDO PETROLUEM, INC. – RATLIFF 17 "A" UNIT, dated effective May 1, 2011, covering lands in Glasscock County, Texas.

TRACT 1 (384.60 acres, more or less):

Beginning at a point for the Northeast corner of this tract, the same being the Northeast corner of Section 17, Block 33, T-4-S, T. & P. RR. Co. Survey;

Thence S 14°23'16" E, with the East line of said Section 17, at 5296.75 feet to a point for the Southeast corner of said Section 17 and the Northeast corner of Section 20, Block 33, T-4-S, T. & P. RR. Co. Survey, continuing on the same course and with the East line of said Section 20 for a total distance of 6371.25 feet to a point for the Southeast corner of this tract;

Thence S 76°26'58" W, a distance of 2683.60 feet to a point for the Southwest corner of this tract;

Thence N 14°25'31" W, at 1074.51 feet pass the North line of said Section 20 and the South line of said Section 17, continuing on the same course for a total distance of 6371.47 feet to a point in the North line of said Section 17 and for the Northwest corner of this tract;

Thence N 76°27'10" E, with the North line of said Section 17, a distance of 2687.79 feet to the place of beginning, containing 392.88 acres, more or less;

SAVE AND EXCEPT THEREFROM: 8.28 acres of land, more or less, being all of TRACT 2, described below.

TRACT 2 (8.28 acres, more or less):

Beginning at a point on the north line of Section 17, Block 33, T-4-S, T&P RR Co. Survey and in the southwest right-of-way of State Highway # 158, for the most northwesterly corner of this tract, from which the calculated northwest corner of Section 17 bears S 76°27'10" W 1432.53 feet;

Thence N 76°27'10" E, with the North line of Section 17, 281.29 feet to a point on the north line of Section 17 and in the northeast right-of-way of State Highway # 158, for the most northeasterly corner of this tract;

Thence S 78°17'42" E, with the northeast right-of-way of State Highway #158, 3976.00 feet to a point on the east line of Section 17 and in the northeast right-of-way of State Highway # 158, for the most southeasterly corner of this tract;

Thence S 14°23'16" E, with the east line of Section 17, 133.62 feet to a point on the east line of Section 17 and in the southwest right-of-way of State Highway #158, for the most southwesterly corner of this tract;

Thence N 78°17'42" W, with the southwest right-of-way of State Highway # 158, 4289.18 feet to the point of beginning, containing 11.38 acres of land, more or less;

SAVE AND EXCEPT THEREFROM: the westerly most 3.1 acres of said 11.38 acre tract.

FILED

AT 11:00 O'CLOCK A. M.
ON THE 29 DAY OF September
A.D., 2011
INS. NO. 8691

Rebecca Batla

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY *Hortensia Jones*
DEPUTY

**STATE OF TEXAS
COUNTY OF GLASSCOCK**

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.



Rebecca Batla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 175 PAGE 462

RECORDED September 29, 2011

Permit Status: **Approved**

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION**

Form W-1H 07/2004
Supplemental Horizontal Well Information

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

*This facsimile W-1 was generated electronically from data submitted to the RRC.
A certification of the automated data is available in the RRC's Austin office.*

Permit # **711019**

Approved Date: **Mar 01, 2011**

1. RRC Operator No. 486610	2. Operator's Name (exactly as shown on form P-5, Organization Report) LAREDO PETROLEUM, INC.	3. Lease Name RATLIFF 17 A UNIT	4. Well No. 5H
--------------------------------------	---	---	--------------------------

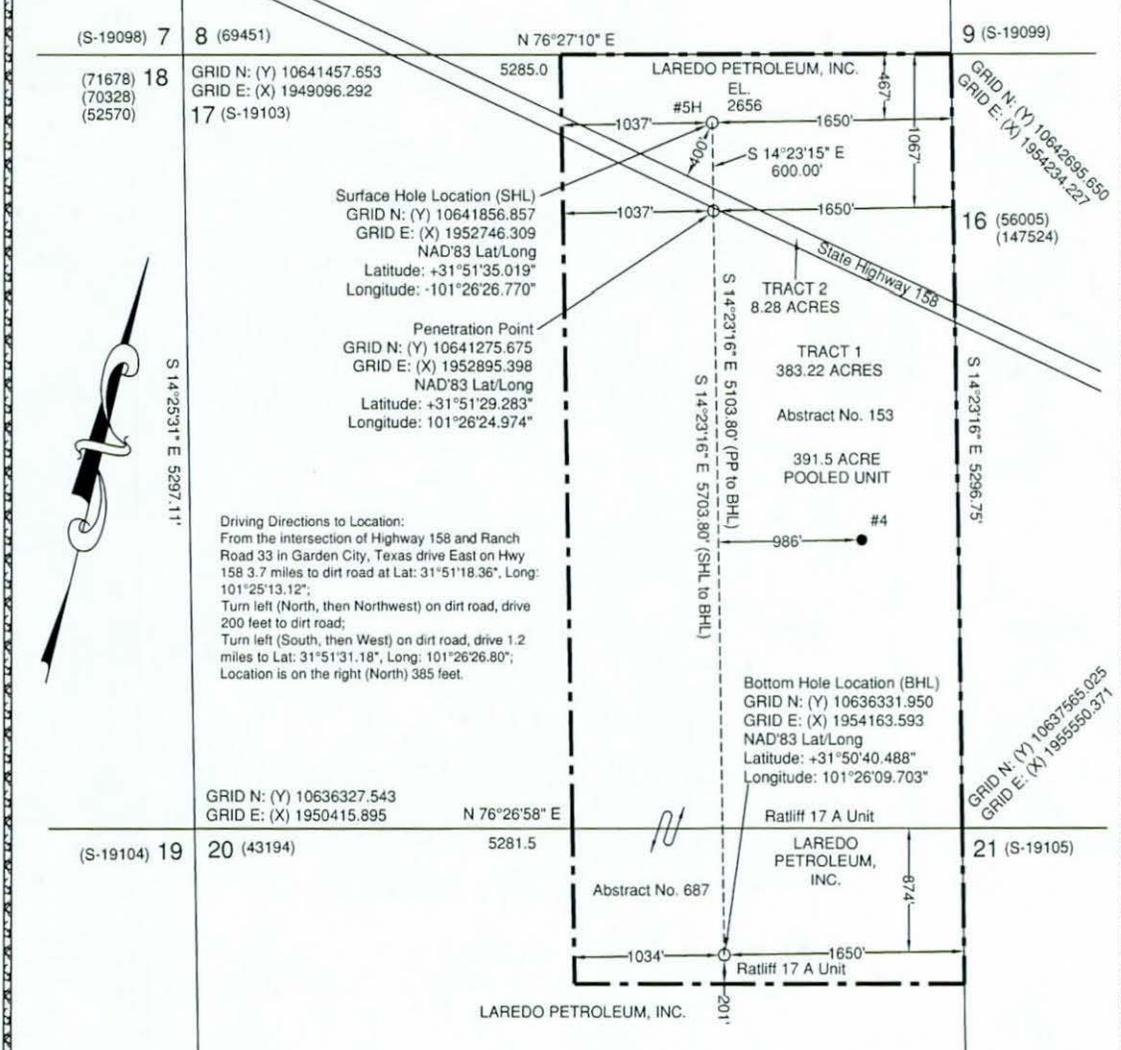
Lateral Drainhole Location Information

5. Field as shown on Form W-1 **GARDEN CITY, S. (WOLFCAMP) (Field # 33998500, RRC District 08)**

6. Section 20	7. Block 33 T4S	8. Survey T&P RR CO / LONG, T R	9. Abstract 687	10. County of BHL GLASSCOCK
-------------------------	---------------------------	---	---------------------------	---------------------------------------

11. Terminus Lease Line Perpendiculars 201 ft. from the SOUTH line, and 1034 ft. from the WEST line
12. Terminus Survey Line Perpendiculars 874 ft. from the NORTH line, and 1650 ft. from the EAST line
13. Penetration Point Lease Line Perpendiculars 1067 ft. from the NORTH line, and 1037 ft. from the WEST line

Block 33, T-4-S, T. & P. RR. Co. Survey Glasscock County, Texas



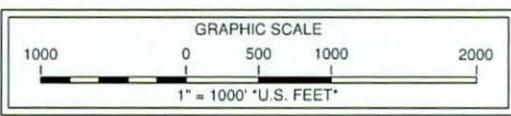
Surface Hole Location (SHL)
 GRID N: (Y) 10641856.857
 GRID E: (X) 1952746.309
 NAD'83 Lat/Long
 Latitude: +31°51'35.019"
 Longitude: -101°26'26.770"

Penetration Point
 GRID N: (Y) 10641275.675
 GRID E: (X) 1952895.398
 NAD'83 Lat/Long
 Latitude: +31°51'29.283"
 Longitude: 101°26'24.974"

Driving Directions to Location:
 From the intersection of Highway 158 and Ranch Road 33 in Garden City, Texas drive East on Hwy 158 3.7 miles to dirt road at Lat: 31°51'18.36", Long: 101°25'13.12";
 Turn left (North, then Northwest) on dirt road, drive 200 feet to dirt road;
 Turn left (South, then West) on dirt road, drive 1.2 miles to Lat: 31°51'31.18", Long: 101°26'26.80";
 Location is on the right (North) 385 feet.

GRID N: (Y) 10636327.543
 GRID E: (X) 1950415.895

Bottom Hole Location (BHL)
 GRID N: (Y) 10636331.950
 GRID E: (X) 1954163.593
 NAD'83 Lat/Long
 Latitude: +31°50'40.488"
 Longitude: 101°26'09.703"



Note: Well location is 2.4 miles East of the city of Garden City, Texas.
 Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
 Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
 Note: Acreages shown have been converted to surface acreages.
 Note: Coordinates shown herein are on The Texas Coordinate System of 1983, Central Zone.
 Note: Example: (S-99999) indicates General Land Office file number.
 Note: The lease shown herein does not match the original lease. The lease has been adjusted to conform to William C. Wilson's re-construction of an "original" construction as requested by the client, Laredo Petroleum.

Revised 02/22/2011
 USGS Quadrangle Sheet: Garden City, Tex.



Railroad Commission Permit Plat
LAREDO PETROLEUM, INC.
 Ratliff 17 A Unit #5H
 467' FROM NORTH LINE
 1650' FROM EAST LINE
 Ratliff 17 A Unit
 391.5 Acres out of Sections 17 & 20
 Block 33, T-4-S
 T. & P. RR. Co. Survey
 Glasscock County, Texas

Stephen P. Marlowe
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715
 January 24, 2011
 110124M
 P.O. Box 51622, Midland, Texas, 79710 (432) 570-6256 Fax (432) 682-3262

Scale: 1" = 1000'

File No. _____

Date Filed: _____
Jerry E. Patterson, Commissioner
By _____



Information for Highway Right-of-Way Unit Declaration

Texas General Land Office
Jerry Patterson, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

OPERATOR INFORMATION

Contact Name: Nalani Nordean Phone (918) 513-4570
Name of Pooled Unit Ratliff 17A Unit
Operator of Pooled Unit Laredo Petroleum Inc County Glasscock
Operator TAX ID # [REDACTED]
Effective Date of Unit Declaration: April 15, 2011

HROW LEASE(S) IN UNIT

HROW State Lease No.	Lease Date	Term	HROW Royalty	Total Lease Acreage	Lease Acreage in Unit	Lessee of Record
MF 110522	12/1/09	3yrs	1/4	11.38	8.28	Laredo Petroleum

Total HROW Acreage In Unit = 8.28 Ac.

State's Net Revenue Interest In Unit: 00526878 Total Private Acreage In Unit = 384.60 Ac.

Total Acreage In Pooled Unit = 392.88 Ac.

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled: Oil Gas Oil & Gas
Pooled Interval: All Depths _____ Top Depth _____ Base Depth 100' below Atoka Bend
If pooling a Formation(s) please list Formation Name: _____
RRC Field Name(s): _____

UNIT WELL(S)

API # 42-173-33920 RRC ID# _____
API # 42-173-34051 RRC ID# _____
API # 42-173-34367 RRC ID# _____
API # _____ RRC ID# _____

From: Nalani Nordean <nnordean@laredopetro.com>
To: Beverly Boyd <Beverly.Boyd@GLO.STATE.TX.US>
CC: Nalani Nordean <nnordean@laredopetro.com>
Date: 10/3/2011 12:00 PM
Subject: Ratliff 17 A Unit HROW
Attachments: Ratliff 17 A Unit, HROW Unit Declaration.pdf

Thank you Beverly.

I have attached a completed HROW Unit Declaration form. The first 2 wells listed (#4 & #5H) are producing; the third (#6) is currently drilling. I did not find RRC ID numbers for any of them.

The Division Orders are being prepared and I should have one to you this afternoon.

Is the next step that you will issue a Unit number and provide us with a Royalty Set-up for GLO form? When can we expect to receive this information?

Nalani

Nalani Nordean, CDOA
Sr. Division Order Analyst
918-513-4570, x249
nnordean@laredopetro.com
Laredo Petroleum, Inc.
15 W. 6th Street, Suite 1800
Tulsa, Oklahoma 74119-5405

-----Original Message-----

From: Beverly Boyd [mailto:Beverly.Boyd@GLO.STATE.TX.US]
Sent: Monday, October 03, 2011 9:00 AM
To: Alex Saenz; Dale Sump; Tracey Throckmorton
Cc: Nalani Nordean
Subject: Fwd: RE: FW: Laredo Petroleum - C48246 - Pending Adds Need Unit Designations

Thanks guys,

Nalani, I received the unit designation. Please complete the HROW Unit Information form and email to me. If I have any questions, I'll contact you. Have you sent a division order for this unit yet? If not, please email me a copy for our files.

Let me know if you have other questions.

Beverly Boyd
Energy Resources/Mineral Leasing Division
Texas General Land Office
512-463-6521

>>> Dale Sump 10/3/2011 8:21 AM >>>

Thanks, Tracey. Beverly and Alex can handle from this point. -- Dale

>>> On 10/3/2011 at 8:13 AM, in message <4E89B4F5.3C2 : 238 : 59755>, Tracey Throckmorton wrote:

Dale,

I've forwarded your e-mail to Beverly Boyd. She handles all new HROW unit designations, as well as the HROW information page that Nalani mentions in her e-mail. Please let me know if there is any other information you need to process this request.

Thank you,
Tracey

Tracey T. Throckmorton, P.G.
Energy Geoscience Manager
Energy Resources/Mineral Leasing Division
Texas General Land Office
512-475-1500
tracey.throckmorton@glo.texas.gov

>>> Dale Sump 10/3/2011 7:59 AM >>>

Alex / Tracey,

Could you please help Laredo Petroleum with questions about units. I've cc'd the company contact. Unit designation attached.

Thanks,
-- Dale

Dale

Dale Sump, CPA
Energy Project Lead
Financial Management
Texas General Land Office
(512)463-2921
dale.sump@glo.texas.gov

>>> On 9/30/2011 at 3:01 PM, in message

<220E8E4C92A2F543852FD9A075AE6B690B86C93909@tulexchange>, Nalani Nordean
<nnordean@laredopetro.com> wrote:

Dale,

Attached is a copy of the recorded Unit Designation. I am new to the paperwork required by the GLO. Is my next step to complete the GLO HROW Unit Declaration form?
Thank you for your help.

Nalani

Nalani Nordean, CDOA
Sr. Division Order Analyst
918-513-4570, x249
nnordean@laredopetro.com
Laredo Petroleum, Inc.
15 W. 6th Street, Suite 1800
Tulsa, Oklahoma 74119-5405

From: Dale Sump [mailto:Dale.Sump@GLO.STATE.TX.US]

Sent: Wednesday, September 07, 2011 9:07 AM

To: Alex Saenz; Nalani Nordean

Subject: Re: FW: Laredo Petroleum - C48246 - Pending Adds Need Unit Designations

Alex,

Can you please supply the well locations as requested below.

Thanks,

-- Dale

>>> On 9/7/2011 at 9:00 AM, in message
<220E8E4C92A2F543852FD9A075AE6B690B2B91B060@tulexchange>, Nalani Nordean
<nnordean@laredopetro.com> wrote:

Good morning Dale. What are the well locations? I'll check into this.

Nalani

Nalani Nordean, CDOA
Sr. Division Order Analyst
918-513-4570, x249
nnordean@laredopetro.com
Laredo Petroleum, Inc.
15 W. 6th Street, Suite 1800
Tulsa, Oklahoma 74119-5405

From: Dale Sump [mailto:Dale.Sump@GLO.STATE.TX.US]
Sent: Wednesday, September 07, 2011 8:44 AM
To: Lanette Jenike
Cc: Alex Saenz; James Ybarbo; Mike May; Mike Nicklaus; Iannie Stimson
<lannie.stimson@glo.state.tx.us
Subject: Laredo Petroleum - C48246 - Pending Adds Need Unit Designations

Lanette Jenike:

Laredo Petroleum has pending adds for 2 permitted wells which are probably unitized. We need the unit designations for these wells to complete the approval process. Please check with your production, leasing or land department on the unit designations and advise.

Thanks,

-- Dale

Dale

Dale Sump, CPA

Energy Project Lead

Financial Management
Texas General Land Office
(512)463-2921

dale.sump@glo.texas.gov

From: Nalani Nordean <nnordean@laredopetro.com>
To: Beverly Boyd <Beverly.Boyd@GLO.STATE.TX.US>
CC: Nalani Nordean <nnordean@laredopetro.com>
Date: 10/3/2011 3:33 PM
Subject: RATLIFF 17A UNIT #4 & #5H - COMMISSIONER GENERAL LAND OFFICE STATE OF TEXAS DIVISION ORDER
Attachments: COMMISSIONER GENERAL LAND OFFICE STATE OF TEXAS DIVISION ORDER.pdf

Hi Beverly.

Attached is Laredo's Division Order covering the interest of the GLO in Ratliff 17A Unit #4 and #5H. Please let me know if you have any questions.

Nalani

Nalani Nordean, CDOA
Sr. Division Order Analyst
918-513-4570, x249
nnordean@laredopetro.com
Laredo Petroleum, Inc.
15 W. 6th Street, Suite 1800
Tulsa, Oklahoma 74119-5405

DIVISION ORDER

Laredo Petroleum, Inc.
15 West 6th Street, Suite 1800
Tulsa, OK 74119
Phone: (918) 513-4570 Fax: (918) 513-4571

Date: October 3, 2011
Effective Date: First Sales

COPY TO RETURN

Property Number: 13275 & 13296
Property Name: Ratliff 17A Unit #4 & #5H
Operator: Laredo Petroleum Inc
County and State: Glasscock County, Texas
Property Description: 392.88 acres out of Sections 17 & 20, Blk 33, T4S, T&P Survey

Production: Oil _____ Gas _____ Both X

COMMISSIONER GENERAL LAND OFFICE 173501 RI 8.28/392.88 x .25 = 0.00526878 A
STATE OF TEXAS
STEPHEN F AUSTIN BLDG
1700 N CONGRESS AVENUE
AUSTIN, TX 78701

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Laredo Petroleum, Inc.

Laredo Petroleum, Inc. shall be notified in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Laredo Petroleum, Inc. is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Laredo Petroleum, Inc. any amount attributable to an interest to which the undersigned is not entitled.

Laredo Petroleum, Inc. may accrue proceeds until the total amount equals \$100.00 or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Laredo Petroleum, Inc. may have certain statutory rights under the laws of the state in which the property is located.

Owner agrees to indemnify and hold Payor harmless from all liability resulting from payments made to Owner in accordance with such division of interest, including but not limited to, attorneys' fees or judgments in connection with any suit that affects Owner's interest to which Payor is made a party.

Owner(s) Signature(s): _____

Printed Name: _____

Owner(s) SS/Tax I.D. Number(s): _____

Address: _____ E-mail: _____

Owner daytime Telephone #: _____ Owner Fax #: _____

Type of Payee:
____ Individual _____ Partnership _____ Estate or Trust _____ Proprietorship
____ Corporation _____ Tax Exempt _____ Other (Specify) _____
____ Federal, State or Local Governmental Agency

Federal Law requires you to furnish your Social Security or Tax Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Laredo Petroleum, Inc.

DIVISION ORDER

Laredo Petroleum, Inc.
 15 West 6th Street, Suite 1800
 Tulsa, OK 74119
 Phone: (918) 513-4570 Fax: (918) 513-4571

Date: October 3, 2011
 Effective Date: First Sales

COPY TO KEEP

Property Number: 13275 & 13296
 Property Name: Ratliff 17A Unit #4 & #5H
 Operator: Laredo Petroleum Inc
 County and State: Glasscock County, Texas
 Property Description: 392.88 acres out of Sections 17 & 20, Blk 33, T4S, T&P Survey

Production: Oil _____ Gas _____ Both X

COMMISSIONER GENERAL LAND OFFICE 173501 RI 8.28/392.88 x .25 = 0.00526878 A
 STATE OF TEXAS
 STEPHEN F AUSTIN BLDG
 1700 N CONGRESS AVENUE
 AUSTIN, TX 78701

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Laredo Petroleum, Inc.

Laredo Petroleum, Inc. shall be notified in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Laredo Petroleum, Inc. is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Laredo Petroleum, Inc. any amount attributable to an interest to which the undersigned is not entitled.

Laredo Petroleum, Inc. may accrue proceeds until the total amount equals \$100.00 or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Laredo Petroleum, Inc. may have certain statutory rights under the laws of the state in which the property is located.

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Owner(s) Signature(s): _____

Printed Name: _____

Owner(s) SS/Tax I.D. Number(s): _____

Address: _____ E-mail: _____

Owner daytime Telephone #: _____ Owner Fax #: _____

Type of Payee:
 _____ Individual _____ Partnership _____ Estate or Trust _____ Proprietorship
 _____ Corporation _____ Tax Exempt _____ Other (Specify) _____
 _____ Federal, State or Local Governmental Agency

Federal Law requires you to furnish your Social Security or Tax Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Laredo Petroleum, Inc.

File No. MF 110522

Unit Designation

RATLIFF 17 "A" WIT

Date Filed: ~~BB~~ 10-3-11

Jerry E. Patterson, Commissioner

By BPoyd

MF110522

REC8

DIVISION ORDER

Laredo Petroleum, Inc.
15 West 6th Street, Suite 1800
Tulsa, OK 74119
Phone: (918) 513-4570 Fax: (918) 513-4571

Date: November 21, 2011

Effective Date: First Sales

COPY TO KEEP

Property Number: 13348
Property Name: Ratliff 17A Unit #6
Operator: Laredo Petroleum Inc
County and State: Glasscock County, Texas
Property Description: 392.88 Acres out of Sections 17 & 20, Blk 33, T4S, T&P Survey

Production: Oil _____ Gas _____ Both X _____

COMMISSIONER GENERAL LAND OFFICE 173501 RI 0.00526878 A
STATE OF TEXAS
STEPHEN F AUSTIN BLDG
1700 N CONGRESS AVENUE
AUSTIN, TX 78701

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Owner(s) Signature(s): _____

Printed Name: _____

Owner(s) SS/Tax I.D. Number(s): _____

Address: _____ E-mail: _____

Owner daytime Telephone #: _____ Owner Fax #: _____

Type of Payee:

____ Individual _____ Partnership _____ Estate or Trust _____ Proprietorship
____ Corporation _____ Tax Exempt _____ Other (Specify) _____
____ Federal, State or Local Governmental Agency

Federal Law requires you to furnish your Social Security or Tax Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Laredo Petroleum, Inc.

DIVISION ORDER

Laredo Petroleum, Inc.
15 West 6th Street, Suite 1800
Tulsa, OK 74119
Phone: (918) 513-4570 Fax: (918) 513-4571

Date: November 21, 2011

Effective Date: First Sales

COPY TO RETURN

Property Number: 13348
Property Name: Ratliff 17A Unit #6
Operator: Laredo Petroleum Inc
County and State: Glasscock County, Texas
Property Description: 392.88 Acres out of Sections 17 & 20, Blk 33, T4S, T&P Survey

Production: Oil _____ Gas _____ Both X _____

COMMISSIONER GENERAL LAND OFFICE 173501 RI 0.00526878 A
STATE OF TEXAS
STEPHEN F AUSTIN BLDG
1700 N CONGRESS AVENUE
AUSTIN, TX 78701

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Owner(s) Signature(s): _____

Printed Name: _____

Owner(s) SS/Tax I.D. Number(s): _____

Address: _____ E-mail: _____

Owner daytime Telephone #: _____ Owner Fax #: _____

Type of Payee:

____ Individual _____ Partnership _____ Estate or Trust _____ Proprietorship
____ Corporation _____ Tax Exempt _____ Other (Specify) _____
____ Federal, State or Local Governmental Agency

Federal Law requires you to furnish your Social Security or Tax Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Laredo Petroleum, Inc.

File No. 110522

DIVISION ORDER

Date Filed: 11/2/11

Jerry E. Patterson, Commissioner

By 



Via Certified Mail 7011 3500 0001 7374 7093

The State of Texas
c/o Commissioner of the GLO
1700 N. Congress
Austin, TX 78701

March 1, 2013

RE: Notice for Surface Commingling Permit

To All Mineral Interest Owners:

ME110522 HRON
17,4967, 5226, 17A
60352273, 00 526878

This letter is to hereby give you Notice that Laredo Petroleum, Inc., Operator #486610, has filed with the Texas Railroad Commission the following: P-17 application for exception to SWR 26 and/or 27 to surface commingle production, allocate production, and for off-lease storage, from oil and gas leases on Ratliff 16, 104.7 acres out of Section 16, Block 33, T-4-S, T&P RR Co Survey and Ratliff 17A Unit, 392.88 acres of Sections 17 & 20, Block 33, T-4-S, T&P RR Co Survey all in Glasscock County, Texas.

This permit is sought to prevent waste, to promote the conservation of oil and gas and to limit the amount of land damaged by Laredo's operations. This permit will allow Laredo to construct a single tank battery for the storage of oil from several wells and to reduce the impact of such production upon the surface of the property.

As to the allocation of production from wells commingled into a common tank battery, the Texas Railroad Commission requires that each well's production rate be tested twice per year. Please be advised that Laredo intends to test each well no less than monthly and in most instances Laredo will testing even more frequently.

Any affected mineral interest owners who wish to protest this application must do so by contacting the Texas Railroad Commission, P-17 Department, P.O. Box 12987, Austin, TX 78711-2987 within 21 days of receipt of this letter.

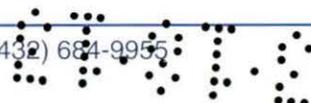
Sincerely,

Star L. Harrell

Sr. Regulatory Analyst

sharrell@laredopetro.com

432-684-9955
3/18/13 11:23A LEFT MEG
2:26 P
3/19/13 10:09A



<input type="checkbox"/> New <input checked="" type="checkbox"/> Amended Existing Permit No. <u>6685</u> Effective Month/Year of Requested Exception: <u>03 / 2013</u>	RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION APPLICATION FOR EXCEPTION TO STATEWIDE RULES (SWR) 26 AND/OR 27	DBC0308 FORM P-17 Eff 01/2008 \$150 FILING FEE	District <u>08</u> County <u>Glasscock</u>
---	--	---	---

SECTION 1. OPERATOR INFORMATION (See instructions under "Who Files")

Operator Name (as shown on P-5): Laredo Petroleum, Inc. Operator P-5 No. 486610

Operator Address: 508 W. Wall, Ste 600 City, State, Zip: Midland TX 79701

SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)

Gatherer Name (as shown on P-5): Shell Trading (US) Company Gatherer P-5 No. 774715

Gatherer Address: P.O. Box 4604 City, State, Zip: Houston TX 77210-4604

Gatherer E-mail Address: _____
 (Optional - If provided, e-mail address will become part of this public record.)

SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): OIL CASINGHEAD GAS GAS WELL GAS CONDENSATE

a. Gas well full well stream into common separation and storage facility with liquids reported on Form PR.
 b. Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial # _____ (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.)
 c. Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities.
 d. This request is for off lease: storage separation metering.
 e. This exception is for common storage.
 f. This exception is for common separation.
 g. This exception is for casinghead gas metering by: deduct metering allocation by well test other _____
 h. This exception is for gas well gas metering by: deduct metering allocation by well test other _____
 i. This request is an exception to measure liquid with a: (check one below)
 a Turbine Meter or a Coriolis Meter (an additional \$150.00 and a letter of explanation is required for each exception.)

SECTION 4. NOTICE REQUIREMENTS AND ALLOCATION METHOD. (CHECK ALL THAT APPLY) The following questions determine if 21-day notice is required and applies to all wells proposed for commingling:

a. The production is measured separately from all leases or individual wells before commingling. (Notice not required; Skip to Section 5)
 b. The royalty interests and working interests are the same with respect to identity and percentage. (Notice not required)
 c. The royalty interests and working interests are not the same with respect to identity and percentage. (Notice required)
 If b. or c. checked, production will be allocated by: W-10 (oil) W-2 retest (oil) PD Meter (oil & condensate) G-10 (gas)
 d. The wells produce from multiple reservoirs. (Notice required unless 4e. or 4f. apply; see instructions for additional requirements)
 e. The wells produce from multiple reservoirs and have SWR10 exceptions. (Notice not required)
 f. The wells produce from multiple reservoirs and are measured separately from each reservoir. (Notice not required)
 g. Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules have been adopted. (Notice required)

SECTION 5. Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)

SECTION 6. For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)

SECTION 7. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
08	711019	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Ratliff 17A Unit } UNIT 5226	5H
08	720314	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Ratliff 17A Unit }	6
08	743548	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Ratliff 16 } PVT LEASE	1
		<input type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete		

ATTACH ADDITIONAL PAGES AS NEEDED. No additional pages Additional pages _____ (# of additional pages)

CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected State Agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected State Agencies being obtained.

Signature: [Signature] Title: Sr. Regulatory Analyst Date: 02/28/2013
 Operator E-mail Address: sharrell@laredopetro.com Operator Phone No. (432)684-9955
 (Optional - If provided, e-mail address will become part of this public record.)

RRC USE ONLY

Commingling Permit No. _____ Approval date: _____ Approved by: [Signature]

(14)

File No. ME110577

NOTICE OF COMMINGLES

Date Filed: 3/19/13

Jerry E. Patterson, Commissioner

By M. T. SCOTT

3 1 9 1 3

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 22, 2013

Via Certified Mail

Receipt No. 7007 0710 0000 5380 2981

Ms. Star L. Harrell
Laredo Petroleum, Inc.
508 W. Wall
Suite 600
Midland, Texas 79701

Subject: Commingling of State of Texas Mineral Leases, HROW MF110522, Ratliff et al
Leases, District 08, Glasscock County, Texas.

Dear Ms. Harrell:

Your letter dated March 1, 2013 notified the Texas General Land Office (GLO) that Laredo Petroleum, Inc. had submitted a Form P-17 application to the Texas Railroad Commission (RRC) to surface commingle the production from oil wells into common separation and storage. Please be advised that the GLO has specific requirements regarding the commingling of State of Texas mineral leases as discussed below.

GLO Surface Commingle Permit Review Requirements

Please be advised that (pursuant to the terms of state mineral leases) the lessee shall obtain permission from General Land Office (GLO) staff before commingling state oil and/or gas lease production with private lease production or with other state lease production. Please refer to Texas Administrative Code (T.A.C.), Title 31, Part 1, Chapter 9, Subchapter C, Rule 9.35 (a) (3).

The requirement to obtain GLO approval also applies to all exception request applications including new permits and amendments to existing permits.

State leases require the installation of oil and gas separators of conventional type (or other equipment at least as efficient) to allow for separation and metering of all lease gas and liquid hydrocarbon production prior to sale or custody transfer.

Irrespective of obtaining RRC and/or Bureau of Ocean Energy Management (BOEM) regulatory authority to commingle, the lessee's failure to fulfill its contractual obligations to the GLO may result in lease forfeiture.

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

Ms. Star L. Harrell
Laredo Petroleum, Inc.
March 22, 2013
Page 2 of 2

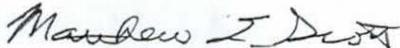
Please refer to Attachment No. 1 listing directions for securing GLO permission to commingle state lease production. Please note that Attachment No.1 refers to additional supporting documents (Attachments 2, 3, 4, and 5). Electronic forms of the attachments may be provided upon request.

Please note that the typical state lease requires that all production royalties due on the oil and gas produced from a state lease are based on the gross production of hydrocarbons at the mouth of the well (state lease separator discharge) and thus are not subject to reduction by allocation or due to further oil/gas processing.

Typically, RRC regulatory approval of applications may be granted in 21 days. To avoid delay and enable GLO staff to grant its contractual approval coincidently with RRC approval, your prompt submittal of requested information noted on Attachment No. 1 is appreciated. Please note that the RRC may place your application on administrative hold when advised of GLO concerns.

If you have questions, please contact me at (512) 475-2230, or by FAX at (512) 475-1543. My e-mail address is matthew.scott@glo.texas.gov.

Sincerely,



Matthew T. Scott, P.E.
Petroleum Engineer
Energy Resources/Mineral Leasing

cc: Robert Hatter, Director Mineral Leasing w/o attachments

(15)

File No. ME110522

SLO COMMINGLING REQUIREMENTS

Date Filed: 3/22/13

Jerry E. Patterson, Commissioner

By M. T. SCOTT



March 28, 2013

Texas General Land Office
P.O. Box 12873
Austin, TX 78701-2873
Attn: Matthew Scott

RE: Commingling of State of Texas Mineral Leases, HROW MF110522, Ratliff et al Leases, District 08, Glasscock County, Texas

Dear Mr. Scott:

Your letter dated March 22, 2013 defines guidelines from the GLO when filing a Form P-17 with the Texas Railroad Commission.

- A copy of the proposed P-17 is attached.
- A Lease List for the wells requesting to be commingled is attached.
- A plat outlining the wells that are producing into the battery and the physical location of the battery is attached.

As to the allocation of production from wells commingled into a common tank battery, the Texas Railroad Commission requires that each well's production rate be tested twice per year. Please be advised that Laredo intends to test each well no less than monthly and in most instances Laredo will testing even more frequently.

I am requesting that you consider an exception to measuring the oil separately on this unit. With all of the information provided I am hoping that you will issue a waiver and allow us to commingle the oil that is being produced from the Unit that the GLO has interest in.

If you have any questions or I can be of further assistance please contact me at 432-685-8035.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Star L. Harrell', written in a cursive style.

Star L. Harrell
Sr. Regulatory Analyst

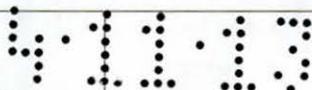
New

Amended

Existing Permit No. 6685

Effective Month/Year of Requested

Exception: 03 / 2013



RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

DBC0308

FORM P-17

Eff 01/2008

\$150 FILING FEE

APPLICATION FOR EXCEPTION TO
STATEWIDE RULES (SWR) 26 AND/OR 27

District 08

County Glasscock

SECTION 1. OPERATOR INFORMATION (See instructions under "Who Files")

Operator Name (as shown on P-5): Laredo Petroleum, Inc. Operator P-5 No. 486610

Operator Address: 508 W. Wall, Ste 600 City, State, Zip: Midland TX 79701

SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)

Gatherer Name (as shown on P-5): Shell Trading (US) Company Gatherer P-5 No. 774715

Gatherer Address: P.O. Box 4604 City, State, Zip: Houston TX 77210-4604

Gatherer E-mail Address: _____

(Optional - If provided, e-mail address will become part of this public record.)

SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): OIL CASINGHEAD GAS GAS WELL GAS CONDENSATE

- a. Gas well full well stream into common separation and storage facility with liquids reported on Form PR.
- b. Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial # _____ (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.)
- c. Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities.
- d. This request is for off lease: storage separation metering.
- e. This exception is for common storage.
- f. This exception is for common separation.
- g. This exception is for casinghead gas metering by: deduct metering allocation by well test other _____.
- h. This exception is for gas well gas metering by: deduct metering allocation by well test other _____.
- i. This request is an exception to measure liquid with a: (check one below)
 - a Turbine Meter or a Coriolis Meter (an additional \$150.00 and a letter of explanation is required for each exception.)

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- c. The royalty interests and working interests are not the same with respect to identity and percentage. (Notice required)
 - If b. or c. checked, production will be allocated by: W-10 (oil) W-2 retest (oil) PD Meter (oil & condensate) G-10 (gas)
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DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
08	711019	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Ratliff 17A Unit	5H
08	720314	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Ratliff 17A Unit	6
08	743548	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete	Ratliff 16	1
		<input type="checkbox"/> Existing <input type="checkbox"/> Add <input type="checkbox"/> Delete		

ATTACH ADDITIONAL PAGES AS NEEDED. No additional pages Additional pages _____ (# of additional pages)

CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected State Agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected State Agencies being obtained.

Signature [Signature] Title Sr. Regulatory Analyst Date 02/28/2013

Operator E-mail Address: sharrell@laredopetro.com Operator Phone No. (432)684-9955

(Optional - If provided, e-mail address will become part of this public record.)

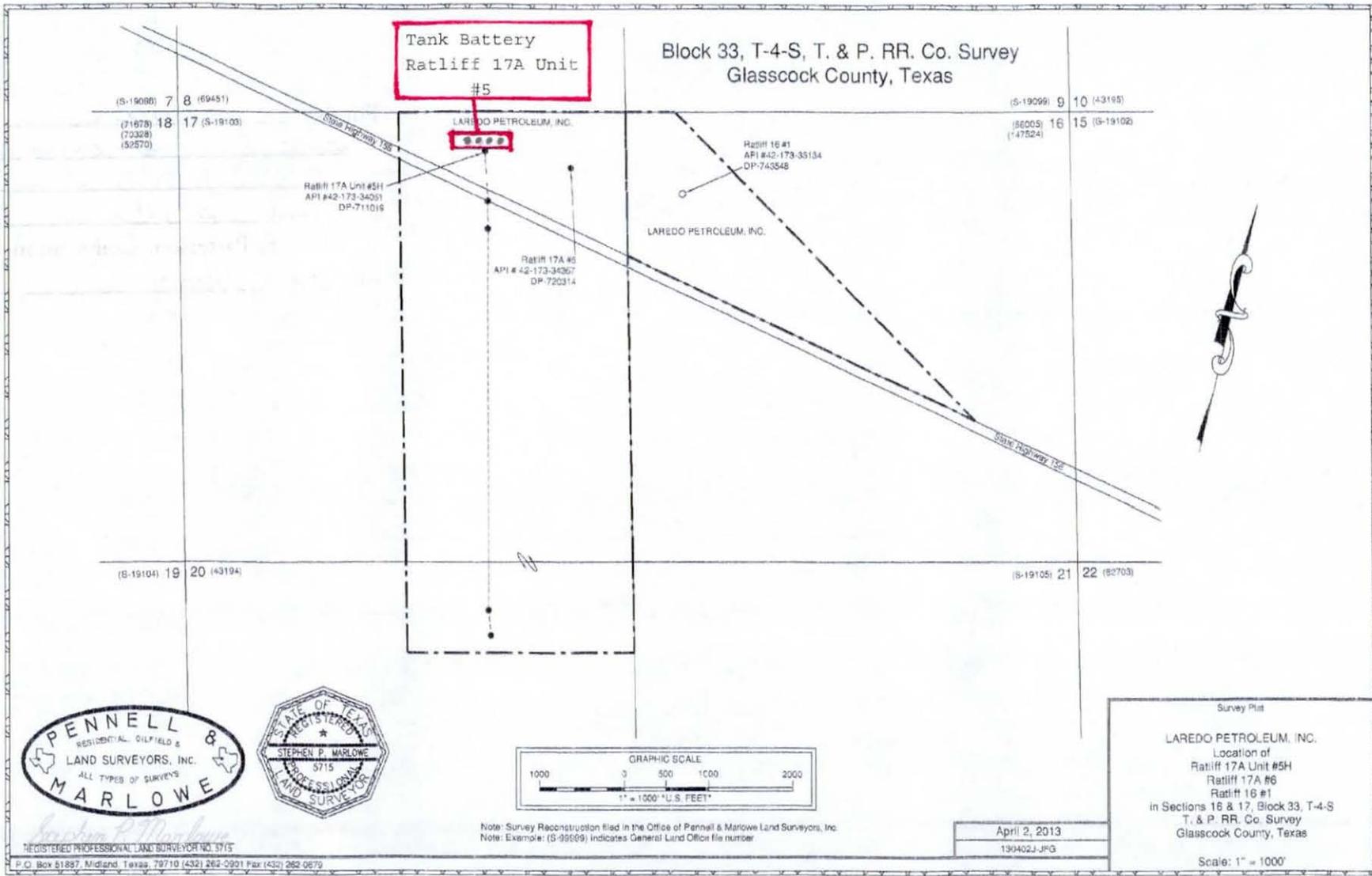
RRC USE ONLY

Commingling Permit No. _____ Approval date: _____ Approved by: _____

Lease Commingle Facility

Name	RRC Field Name	RRC Lease Name	Well #	RRC Lease/ID No	Wellbore API No	State Mineral		State Mineral Lease
						Lease No.	GLO Unit	or Unit Net Royalty
Interest								
Ratliff 17 #5H Battery	Garden City, S. (Wolfcamp)	Ratliff 17 A Unit	5H	DP-711019	42-173-34051	MF110522	5226	0.00352273
Ratliff 17 #5H Battery	Garden City, S. (Wolfcamp)	Ratliff 17 A Unit	6	DP-720314	42-173-34367	MF110522	5226	0.00352273
Ratliff 17 #5H Battery	Garden City, S. (Wolfcamp)	Ratliff 16	1	DP-743548	42-173-35134			





Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
 Note: Example: (S-99609) indicates General Land Office file number

April 2, 2013
 130402J.JPG

Survey Plot
 LAREDO PETROLEUM, INC.
 Location of
 Ratliff 17A Unit #5H
 Ratliff 17A #6
 Ratliff 16 #1
 in Sections 16 & 17, Block 33, T-4-S
 T. & P. RR. Co. Survey
 Glasscock County, Texas
 Scale: 1" = 1000'

TEXAS  GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

April 18, 2013

Via Certified Mail
Receipt No. 7011 1150 0001 2416 2543

Ms. Star L. Harrell
Laredo Petroleum, Inc.
508 W. Wall
Suite 600
Midland, Texas 79701

Subject: Review of Application Requesting Permission to Commingle State of Texas Mineral Leases, HROW MF110522, GLO Unit 5226, Ratliff et al Leases, District 08, Glasscock County, Texas.

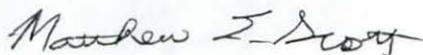
Dear Ms. Harrell:

Your letter dated March 28, 2013 requested permission to surface commingle production from the Ratliff 17 A Unit, GLO Unit 5226, with other private leases operated by Laredo Petroleum Inc. With respect to this specific permit application, due to the state's NRI of 0.00352273 associated with Unit 5226 the data requirements typically required by GLO staff as part of the application process will not required, only an approved RRC Form P-17 is necessary.

Please provide me with a copy of the approved RRC Form P-17 permit once it is available.

If you have questions, please contact me at (512) 475-2230, or by FAX at (512) 475-1543. My e-mail address is matthew.scott@glo.texas.gov.

Sincerely,



Matthew T. Scott, P.E.
Petroleum Engineer
Energy Resources/Mineral Leasing

cc: Robert Hatter, Director Mineral Leasing w/o attachments

17

File No. ME110522
AGREE TO COMMISSIF

Date Filed: 4/18/13
Jerry E. Patterson, Commissioner

By M. T. SCOTT



March 26, 2015

Commissioner General Land Office
State of Texas
1700 N. Congress Avenue
Austin, TX 78701

M-110522

Re: Oil, Gas and Mineral Lease (the "Oil and Gas Lease") dated March 1, 2008, by and between James Mary Jo Cox Cope, et al, as Lessor (whether one or more) and RBP Land Company, as Lessee, evidenced by filing of Memorandum at Volume 116, Page 608 - 617, Official Public Records of Glasscock County, Texas

Dear Royalty Owner:

Enclosed please find a proposed Production Allocation Agreement (the "Agreement") regarding the lands subject to the above-referenced Oil and Gas Lease(s) located in Glasscock County, Texas (collectively, the "Lands"), along with a Memorandum of Production Allocation Agreement for recording in the county records.

As you may know, the Lands are currently held by production in accordance with the terms of the Oil and Gas Lease; however, as operator under the Oil and Gas Lease, Laredo Petroleum, Inc. ("Laredo") desires to further develop the Property through the drilling of horizontal wells and to establish a clear and concise method for allocating production from such horizontal wells in order to:

- (a) prevent physical and economic waste and increase the ultimate recovery of hydrocarbons from the Lands;
- (b) protect the correlative rights of all owners of interests in lands traversed by such horizontal wells so that each may receive a fair share of the associated hydrocarbon production; and
- (c) encourage the drilling of such horizontal wells by establishing a method to allocate production and the proceeds therefrom.

Please be advised that Laredo currently intends to drill one or more horizontal wells (the "Well") in connection with the Oil and Gas Lease. Laredo anticipates that the Well will traverse certain portions of the Lands, as well as additional lands which may not be subject to the Oil and Gas Lease. The Agreement contains provisions which will allocate royalties on production based upon the percentage of completed drainhole lateral that is located on each tract traversed by the Well.

MF110522

Laredo believes the Well is the most appropriate method to develop the minerals under the Lands pursuant to the Oil and Gas Lease as it will prevent unnecessary waste. Laredo also believes that drilling the Well and allocating royalties according to the provisions of the enclosed Agreement is more appropriate and efficient than seeking pooling of the associated acreage.



Commissioner General Land Office
State of Texas
March 26, 2015
Page 2

Please execute the Agreement and Memorandum of Agreement before a Notary Public and return the fully executed documents to Laredo at your earliest convenience. The extra copy is for your files. Should you have any questions or concerns regarding the terms of the Agreement, Memorandum or the contents of this letter, please contact the undersigned.

Regards,

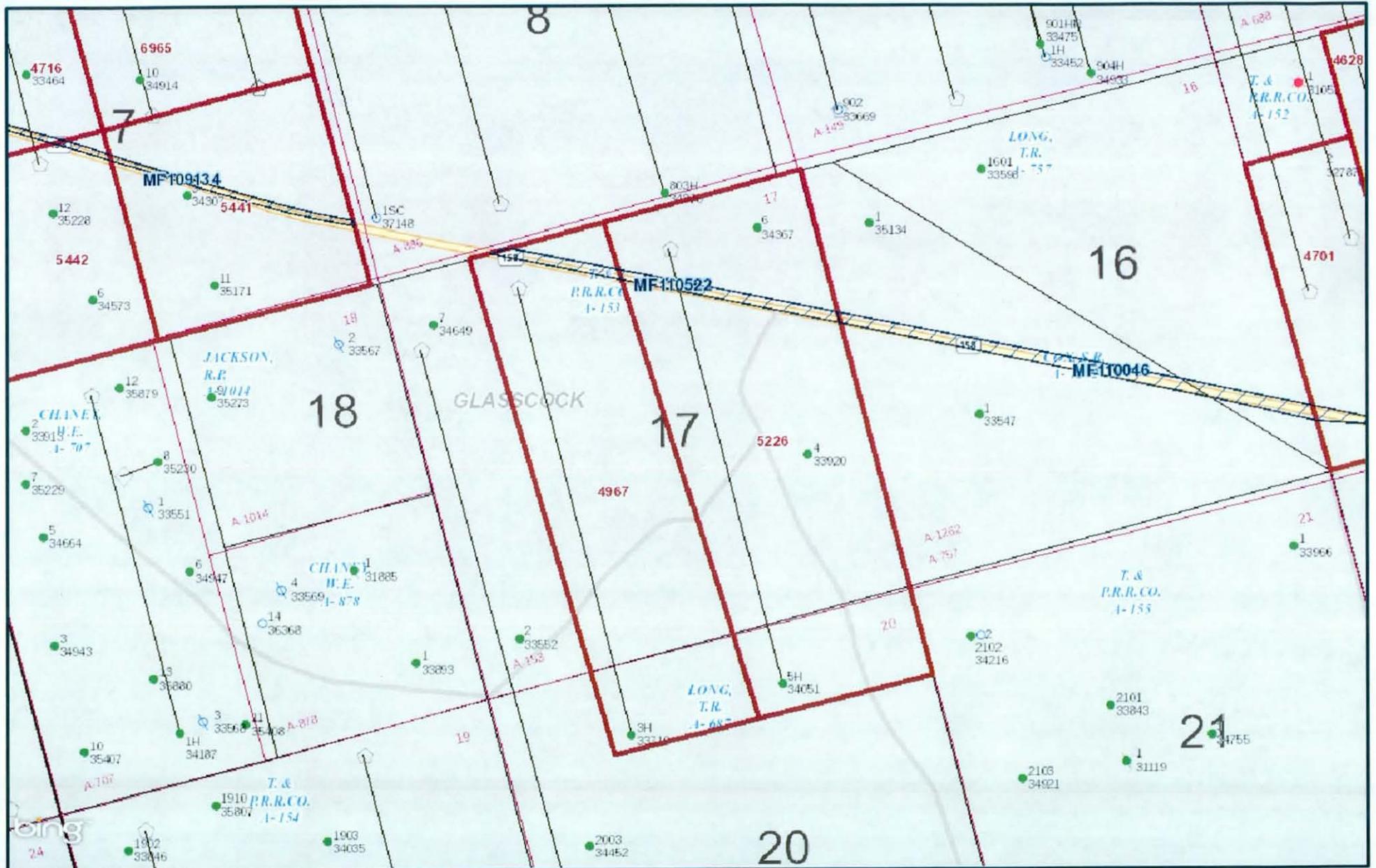
LAREDO PETROLEUM, INC.



Pat Bowman, CPL
Land Advisor
Ph: 918-858-5097

Enclosures





bing



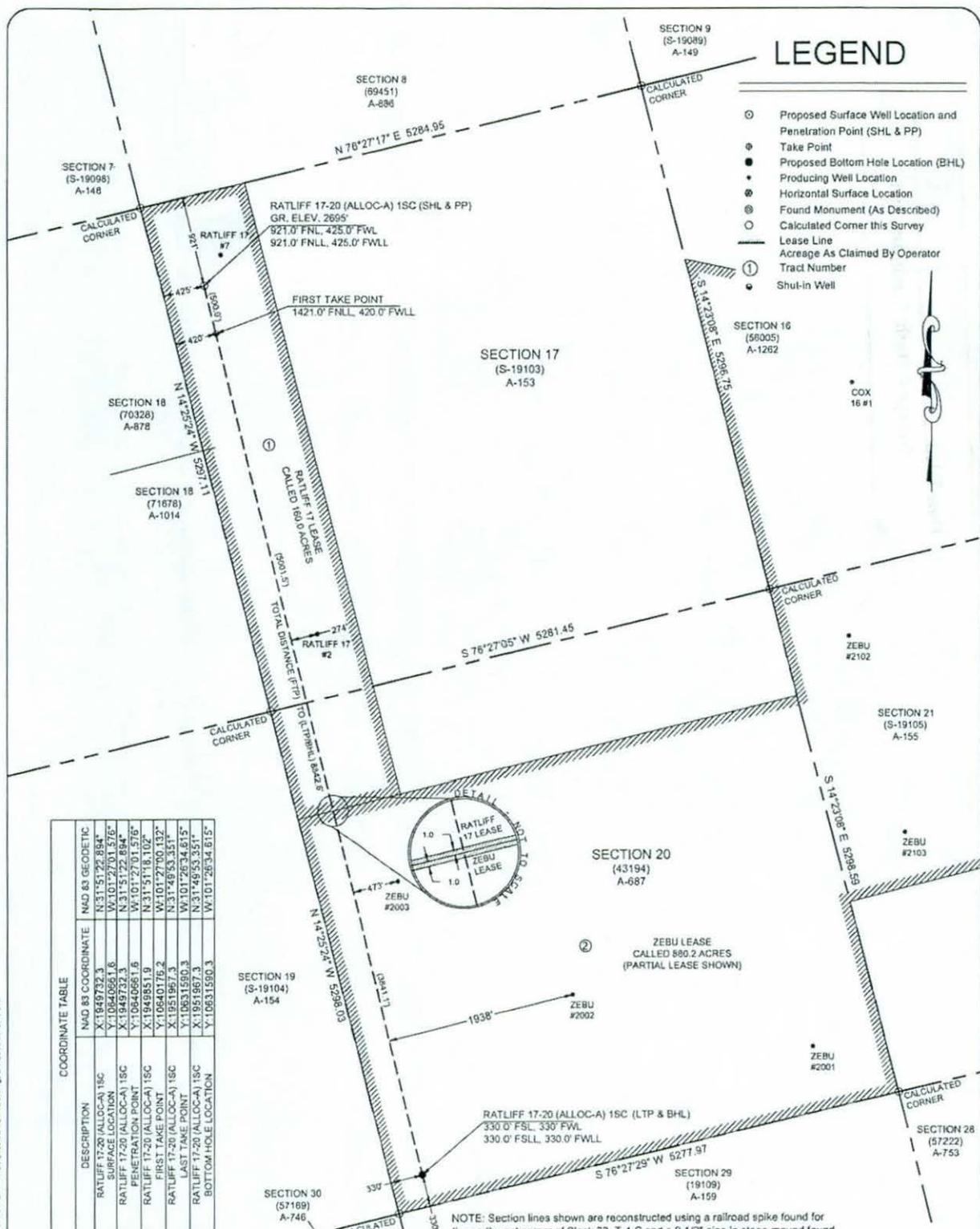
The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Printed: Apr 02, 2015

LEGEND

- ⊙ Proposed Surface Well Location and Penetration Point (SHL & PP)
- Take Point
- Proposed Bottom Hole Location (BHL)
- Producing Well Location
- ⊙ Horizontal Surface Location
- ⊙ Found Monument (As Described)
- Calculated Corner this Survey
- Lease Line
- ① Acreage As Claimed By Operator
- Tract Number
- Shut-in Well



DESCRIPTION	NAD 83 COORDINATE	NAD 83 GEODETIC
RATLIFF 17-20 (ALLOCA) 1SC SURFACE LOCATION	X: 1949732.3 Y: 1044065.16	N: 31°51'22.894" W: 101°27'01.576"
RATLIFF 17-20 (ALLOCA) 1SC PENETRATION POINT	X: 1949732.3 Y: 1044065.16	N: 31°51'22.894" W: 101°27'01.576"
RATLIFF 17-20 (ALLOCA) 1SC FIRST TAKE POINT	X: 1949732.3 Y: 1044065.16	N: 31°51'22.894" W: 101°27'01.576"
RATLIFF 17-20 (ALLOCA) 1SC LAST TAKE POINT	X: 1949732.3 Y: 1044065.16	N: 31°51'22.894" W: 101°27'01.576"
RATLIFF 17-20 (ALLOCA) 1SC BOTTOM HOLE LOCATION	X: 1949732.3 Y: 1044065.16	N: 31°51'22.894" W: 101°27'01.576"

Driving Directions:
From Garden City take State Highway No. 158 (southeast) for 2.0 miles, turn right onto lease road (south) for approximately 0.2 miles site on right (west) at 950 feet.

APPROXIMATELY 1.9 MILES SOUTHEAST OF GARDEN CITY, TEXAS

This plat is for Texas Railroad Commission Purposes Only and is NOT a boundary survey and is NOT to be used to convey or establish interest in real property.

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.
Acreages shown reflect surface acreages.

ACREAGE ALLOCATION TABLE		
TRACT 1	RATLIFF 17 LEASE	1600 ACRES*
TRACT 2	ZEBU LEASE	800.2 ACRES*
TOTAL:		1040.2 ACRES*



GRAPHIC SCALE
TEXAS RAILROAD COMMISSION PERMIT PLAT

NOTE: Section lines shown are reconstructed using a railroad spike found for the northwest corner of Block 33, T-4-S and a 2 1/2" pipe in stone mound found for the northeast corner of Block 33, T-4-S as controlling monuments based on a survey by W. C. Wilson in 1990 for Texaco Exploration & Production Inc. A copy of the survey is on file in the records of Bison Creek Land Services.

PRELIMINARY FOR REVIEW

John B. Fincher
State of Texas
Registered Professional Land Surveyor
No. 1708

FIELD DATE: 02/04/15	DATE: 02/06/15
SCALE: 1" = 1000'	
DRWN: JBP	APPROV: JBP
PROJ. NO. 14-00156	CREW: BEM
RATLIFF 17-20 (ALLOCA) 1SC	

RATLIFF 17-20 (ALLOCA) 1SC
Surface Location: 921' FNL, 425' FWL Sec. 17
Penetration Point: 921' FNL, 425' FWLL
Bottom Hole Location: 330' FSL, 330' FWL Sec. 20
Block 33, T-4-S, T & P R.R. Co. Survey
Glasscock County, Texas

LAREDO PETROLEUM, INC.
15 W. 6TH STREET SUITE 1800
TULSA, OKLAHOMA 74119

BISON CREEK LAND SERVICES, LLC
WWW.BISON-CREEK.COM



FIRM LICENSE NO. 10193880 COPYRIGHT 2015

Z:\BISON CREEK, LLC\2014\14-00156 Glasscock County Well Plans\Block 33\14-section 17\RATLIFF 17-20 (ALLOCA) 1SC.dwg, 2/6/2015 3:46:40 PM

File No. M-110522

_____ County

Ltr. From Lwcd

Date Filed: 4/1/15

George P. Bush, Commissioner

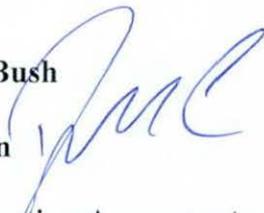
By _____



MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

TIME SENSITIVE: Action Required by: (April 14, 2015)

DATE: April 6, 2015
TO: Commissioner Bush
FROM: J. Daryl Morgan 
SUBJECT: Production allocation Agreement and Memorandum for signature

.....
SUMMARY: Attached for your approval and signature are duplicate originals of a Production Allocation Agreement ("PAA") and Memorandum of PAA for two units that have a HROW lease included within their boundaries.

DETAILS: This PAA will allow the operator to drill additional horizontal development wells that cross the boundaries of the two units that include part of the HROW Lease. Each unit will participate in the sharing well that is drilled on a length of horizontal lateral basis. The GLO has previously participated in these types of agreements. This agreement has been reviewed and approved by Energy Resources staff and the Legal Services Division.

Document Name	Recipient
Production Allocation Agreement & Memorandum Ratliff 17-20 (ALLOC-A) 1SC Well Glasscock County, Texas	Laredo Petroleum, Inc.

Recommendation: Please sign and return to J. Daryl Morgan in Energy Resources (5-9106).

Attachment: Two Production Allocation Agreements and Memorandums

Thru: Marylee McKnight 

19

File No. M-11052Z

_____ County

Memo to Commissioner

Date Filed: 4/6/15

George P. Bush, Commissioner

By _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF PRODUCTION ALLOCATION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GLASSCOCK §

KNOW ALL MEN BY THESE PRESENTS:

THAT this Memorandum of Production Allocation Agreement is entered into this day of , 2015, between **Commissioner General Land Office, State of Texas**, whose address is 1700 N. Congress Avenue, Austin, TX 78701 ("**Interest Owner**") and **Laredo Petroleum, Inc.**, whose address is 508 West Wall, Suite 600, Midland, Texas 79701 ("**Operator**").

WITNESSETH:

1.

Interest Owner and Operator have entered into that certain Production Allocation Agreement ("**Agreement**") dated effective August 5, 2012 covering the Oil, Gas and Mineral Lease dated December 1, 2009, recorded in Volume 139, Page 503, covering the following Lands associated therewith and described herein in Glasscock County, Texas;

(Highway 158 Tract) 11.38 acres, more or less, being a strip of land across portions of Section 17, Block 33 T-4-S, T&P RR Co. Survey, Glasscock County, Texas, as more particularly described by metes and bounds in the lease.

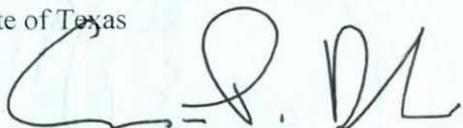
2.

The sole purpose of the Agreement is to govern the allocation of royalties from any and all oil and/or gas produced from a horizontal well intended to be drilled and that will traverse the above described tracts of land. This instrument is executed and recorded solely for the purpose of affording notice of the existence of such Production Allocation Agreement and shall not amend, alter or otherwise affect the terms, provisions and conditions of said agreement.

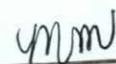
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

INTEREST OWNER:

Commissioner General Land Office
State of Texas

By: 

Its: Commissioner

Approved
Legal 
Contents 
Min. Leasing 
Executive 

OPERATOR:

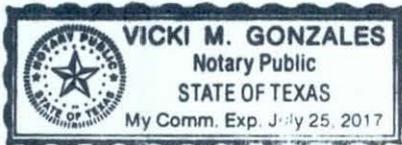
LAREDO PETROLEUM, INC., a Delaware corporation

By: _____
Randall E. Blurton, Attorney-In-Fact

NOTARY ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Texas §

This instrument was acknowledged before me on April 9, 2015, by
George P. Bush, as _____ of Commissioner General
Land Office for the State of Texas.



Vicki M. Gonzales
Notary Public in and for the State of Texas

NOTARY WITH _____
STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on _____, 2015, by
Randall E. Blurton, as Attorney-In-Fact for and on behalf of Laredo Petroleum, Inc., a Delaware
corporation.

Notary Public in and for the State of Texas

20

File No. M-110522

County

Memorandum of PAA

Date Filed: 4/13/15

George P. Bush, Commissioner

By: [Signature]



NOT

PRODUCTION ALLOCATION AGREEMENT

This Production Allocation Agreement (this "Agreement") is entered into by and between each of the undersigned parties (each individually an "Interest Owner" and, collectively, the "Interest Owners") and Laredo Petroleum, Inc., a Delaware corporation ("Operator"), effective as of August 5, 2012 (the "Effective Date").

WHEREAS, the Interest Owners and Operator own interests in the leases, minerals, royalties and/or executive rights in that certain real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Operator is the current owner and holder of those certain oil and gas leases described on Exhibit "B" attached hereto and incorporated herein by reference (the "Leases");

WHEREAS, Operator intends to drill one or more Horizontal Wells, as defined herein below, on the Property;

WHEREAS, the Interest Owners and Operator desire to encourage further development of the Property through the drilling of Horizontal Wells and to establish a clear and concise method for allocating production from such Horizontal Wells in order to:

- (a) Prevent physical and economic waste and the drilling of unnecessary wells, and to increase the ultimate recovery of hydrocarbons from the Property;
- (b) Protect the correlative rights of all Interest Owners so that each may receive a fair share of the hydrocarbon production in and under the Property; and
- (c) Encourage the drilling of Horizontal Wells by establishing a method to allocate production and the proceeds therefrom.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Interest Owners and Operator hereby agree as follows:

1. Definitions. The following terms, as used in this Agreement, shall have the following meanings:

(a) "Allocation Well" shall mean a Horizontal Well in which any portion of the Completed Lateral crosses any property line, lease line, or subdivision line, as determined according to the rules of the Texas Railroad Commission, which (i) is within the Property, or (ii) forms part of the boundary of the Property.

(b) "Completed Lateral" shall mean the entire horizontal length of the wellbore path of a Horizontal Well. The Completed Lateral shall be measured in feet from the First Take Point of a Horizontal Well to the Last Take Point of such wellbore, excluding any Non-Perf Zone. In the event a Horizontal Well is developed with more than one Completed Lateral, then the term "Completed Lateral" for that particular well shall mean and include the cumulative horizontal length of all wellbore paths of such Horizontal Well.

(c) "Horizontal Well" shall mean a well with one or more wellbores having a horizontal displacement within the producing field interval of at least one hundred (100) feet.

(d) "Non-Perf Zone" shall mean the non-perforated portion, measured in feet, of a wellbore between the First Take Point and the Last Take Point that is not open to production.

(e) "Pooled Unit" shall mean a unit formed by the joining or combining of separately owned mineral interests pursuant to the pooling clauses of the Leases or any other agreement authorizing such pooling.

(f) "Separate Tract" shall mean any tract or parcel of land within the Property (i) having a unique or separate identifiable royalty or mineral ownership different from any other tract or parcel of land within the Property, and (ii) beneath which any part of the Completed

Lateral of a Horizontal Well is located. A Pooled Unit shall be deemed a Separate Tract for purposes of this Agreement.

(g) "Tract Lateral" shall mean the horizontal length of the portion of the Completed Lateral of a Horizontal Well which lies beneath a particular Separate Tract.

(h) "Take Point" shall mean any point along the Completed Lateral of a Horizontal Well where oil and/or gas can be produced into such wellbore.

(i) "First Take Point" shall mean the Take Point located closest to the wellhead with respect to a particular wellbore.

(j) "Last Take Point" shall mean the Take Point located closest to the bottom hole location with respect to a particular wellbore.

2. Allocation of Production.

(a) For purposes of calculating royalties on production from an Allocation Well, there shall be allocated to each Interest Owner, proportionate to that Interest Owner's interest in each Separate Tract, a fraction, express as a decimal, of the Allocation Well's production (or proceeds therefrom) equal to the quotient of the Tract Lateral divided by the Completed Lateral ("Interest Owner's Allocation").

(b) Each Interest Owner's Allocation shall be paid as if such production were from each individual Separate Tract in accordance with the respective Lease(s) covering such Separate Tract.

(c) Prior to the payment of an Interest Owner's Allocation, Operator will provide the respective Interest Owner with an as-drilled plat containing (i) the location of each Allocation Well which has a Completed Lateral that crosses a Separate Tract in which the Interest Owner owns an interest, (ii) the First Take Point and Last Take Point of such Completed Lateral, (iii)

the location and measurements of such Completed Lateral, and (iii) any other reasonably pertinent data or information requested by an Interest Owner related to calculation the Interest Owner's Allocation.

(d) In the event an Interest Owner is entitled to receive multiple Interest Owner's Allocations attributable to a single Allocation Well, Operator shall combine and disburse such Interest Owner's Allocations in a single payment. Operator shall pay such Interest Owner's Allocations cumulatively to such Interest Owner.

3. Operations and Production.

(a) Operator's conduct of "operations" on or "production" from any Allocation Well, as those terms are defined in the Leases, shall constitute and qualify as operations on or production from the entire Property and under each Lease.

(b) Subject to all surface use agreements and other written agreements covering the Property, Operator shall have the right to use as much of the surface of the Property as is reasonably necessary for the purpose of exploring, drilling, producing, transporting and marketing oil and gas and their constituent elements from an Allocation Well.

~~(c) Surface comingling of production from any Allocation Well with production from any other well drilled or operated by Operator shall be permitted provided that Operator measures on a monthly basis, by metering and/or strapping of tanks, the production from each Allocation Well prior to such comingling.~~

4. Agreement Limited to Allocation Wells. This Agreement shall apply only to those Allocation Wells drilled pursuant to this Agreement. This Agreement shall in no way affect ownership of or any party's rights in any Horizontal Well or other well existing or hereafter drilled on the Property by Operator which is located solely within a single Separate

Tract within the Property. Production from any Allocation Well drilled pursuant to this Agreement shall not create any offset obligation, whether express or implied. Interest Owners acknowledge and agree that this Agreement is intended to and does in fact protect each Interest Owner's respective correlative rights in each Separate Tract, in the relative Allocation Well and as a result of such Allocation Well.

5. Plugging of Allocation Well. In the event any Allocation Well is plugged back or recompleted in a manner that such Allocation Well no longer constitutes a Horizontal Well, such well shall no longer be considered an Allocation Well and therefore shall not be subject to the terms of this Agreement.

6. Term. This Agreement is effective as of the Effective Date and shall remain in force and effect until production from the Property permanently ceases, unless sooner terminated by Operator as provided herein. Operator may terminate this Agreement at any time when no Allocation Well is producing or capable of producing in paying quantities. Termination of this Agreement shall be effective upon Operator's filing of a notice of termination in the real property records of the county in which the Property is located.

7. Change in Completed Lateral. In the event a Completed Lateral of any Allocation Well is reduced or increased, Operator shall revise each Interest Owner's Allocation accordingly and shall revise the as-drilled plat described in Section 2(c). Such revision of an Interest Owner's Allocation shall be effective at 7:00 AM on the day following the date that Operator completes the reduction or increase; however, payment associated with such Interest Owner's Allocation shall be reconciled upon the first day of the month following the month in which Operator completes the reduction or increase.

8. Pooled Unit. In the event any portion of a Completed Lateral traverses a Pooled Unit, the production or proceeds therefrom attributable to such portion of the Completed Lateral shall be allocated among the parties to the Pooled Unit in accordance with the agreement that created such Pooled Unit.

9. No Presumed Pool or Communitization. No pooling or communitization of any royalty, mineral or any other interest is intended by or shall result from the execution of this Agreement or from the drilling of any Allocation Well or production therefrom.

10. No Cross-Conveyance. No cross-conveyance of any royalty, mineral or any other interest in the Property or any Separate Tract is intended by or shall result from the execution of this Agreement or from the drilling of any Allocation Well or production therefrom.

11. Memorandum of Agreement. Upon request by Operator, each Interest Owner shall execute a memorandum of this Agreement which Operator may file in the real property records of the county in which the Property is located.

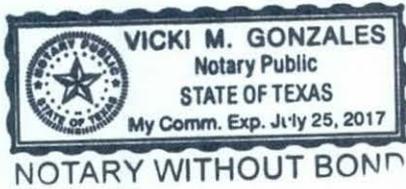
12. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.

13. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on April 9, 2015, by George P. Bush, as _____ Commissioner General Land Office for the State of Texas.



Vicki M. Gonzales
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on _____, 2015, by Randall E. Blurton, as Attorney-In-Fact for and on behalf of Laredo Petroleum, Inc., a Delaware corporation.

Notary Public in and for the State of Texas

VICKI M. GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. July 25, 2017



NOTARY WITHOUT BOND

Exhibit "A"

GLASSCOCK COUNTY, TX

(Highway 158 Tract) 11.38 acres, more or less, being a strip of land across portions of Section 17, Block 33 T-4-S, T&P RR Co. Survey, Glasscock County, Texas, as more particularly described by metes and bounds in the lease.

Exhibit "B"

Leases

1. Oil, Gas and Mineral Lease (the "Oil and Gas Lease") dated December 1, 2009, by and between Commissioner of the General Land Office of the State of Texas, as Lessor and Laredo Petroleum, Inc., as Lessee, recorded in Volume 139, Page 503, Official Public Records of Glasscock County, Texas

(21)

File No. M-110522

Production Allocation Agmt. County

Date Filed: 4/13/15

George P. Bush, Commissioner

By _____



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

April 13, 2015

Mr. Pat Bowman, CPL
Laredo Petroleum, Inc.
15 W. 6th Street, Suite 900
Tulsa, Oklahoma 74119

Re: Production Allocation Agreement
State HROW Lease M-110522
Glasscock County, Texas

Dear Mr. Bowman:

Enclosed is an original of the referenced Production Allocation Agreement (“PSA”) and Memorandum that have been executed by George P. Bush, Commissioner of the Texas General Land Office. We have retained an original of the PSA and Memorandum for our files.

Please provide our office with a recorded copy of the Memorandum and a fully executed original of the PSA as soon as they are available. Additionally after a Allocation Well is drilled, please provide our office with the “Allocation of Production” information and let us know what our participation in the well is going to be so we can get our lease records set up for the payment of royalties on any Allocation Well.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely,

J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosures



July 20, 2015

Commissioner General Land Office
State of Texas
Energy Resources Division
Attn: J. Daryl Morgan, CPL
1700 N. Congress Avenue
Austin, TX 78701

Re: Production Allocation Agreement (eff. 4/9/2015) *11-110522*
Section 17, Block 33 T-4-S, T&P RR Co. Survey
Glasscock County, Texas

Dear Mr. Morgan,

Enclosed please find fully executed copy of the above captioned Production Allocation Agreement and a recorded copy of the Memorandum of Production Allocation Agreement for your records.

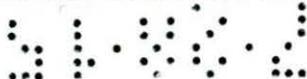
Thanks!

Sincerely,

A handwritten signature in blue ink that reads "Robbie Larsen". The signature is written in a cursive, flowing style.

Robbie Larsen
Land Associate

Enclosure



23

File No. M-110522

Ltr. from Lynch County

Date Filed: 7/28/15

George P. Bush, Commissioner

By [Signature]

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

151062

MEMORANDUM OF PRODUCTION ALLOCATION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GLASSCOCK §

KNOW ALL MEN BY THESE PRESENTS:

THAT this Memorandum of Production Allocation Agreement is entered into this 9th day of APRIL, 2015, between **Commissioner General Land Office, State of Texas**, whose address is 1700 N. Congress Avenue, Austin, TX 78701 ("**Interest Owner**") and **Laredo Petroleum, Inc.**, whose address is 508 West Wall, Suite 600, Midland, Texas 79701 ("**Operator**").

WITNESSETH:

1.

Interest Owner and Operator have entered into that certain Production Allocation Agreement ("**Agreement**") dated effective August 5, 2012 covering the Oil, Gas and Mineral Lease dated December 1, 2009, recorded in Volume 139, Page 503, covering the following Lands associated therewith and described herein in Glasscock County, Texas;

(Highway 158 Tract) 11.38 acres, more or less, being a strip of land across portions of Section 17, Block 33 T-4-S, T&P RR Co. Survey, Glasscock County, Texas, as more particularly described by metes and bounds in the lease.

2.

The sole purpose of the Agreement is to govern the allocation of royalties from any and all oil and/or gas produced from a horizontal well intended to be drilled and that will traverse the above described tracts of land. This instrument is executed and recorded solely for the purpose of affording notice of the existence of such Production Allocation Agreement and shall not amend, alter or otherwise affect the terms, provisions and conditions of said agreement.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

INTEREST OWNER:

Commissioner General Land Office
State of Texas

By: [Signature]
George P. Bush
Its: Commissioner

Approved
Legal [Signature]
Contents [Signature]
Min. Leasing [Signature]
Executive [Signature]

103904

OPERATOR:

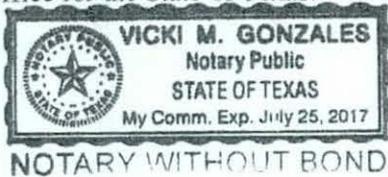
LAREDO PETROLEUM, INC., a Delaware corporation

By: [Signature]
Randall E. Blurton, Attorney-In-Fact

NOTARY ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF fravis §

This instrument was acknowledged before me on April 9, 2015, by Margaret P. Bush, as _____ of Commissioner General Land Office for the State of Texas.



[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on April 23, 2015, by Randall E. Blurton, as Attorney-In-Fact for and on behalf of Laredo Petroleum, Inc., a Delaware corporation.



[Signature]
Notary Public in and for the State of Texas



AT 10:00 **FILED** O'Clock A M
on the 7th day of May, 2015, A.D.
INS. NO. 151062

STATE OF TEXAS
COUNTY OF GLASSCOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.

Rebecca Batla

County Clerk, Glasscock County, Texas



Rebecca Batla

County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

By *Adriana*
Deputy

Vol. 283 Page 301
Recorded May 7, 2015

PRODUCTION ALLOCATION AGREEMENT

This Production Allocation Agreement (this "Agreement") is entered into by and between each of the undersigned parties (each individually an "Interest Owner" and, collectively, the "Interest Owners") and Laredo Petroleum, Inc., a Delaware corporation ("Operator"), effective as of August 5, 2012 (the "Effective Date").

WHEREAS, the Interest Owners and Operator own interests in the leases, minerals, royalties and/or executive rights in that certain real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Operator is the current owner and holder of those certain oil and gas leases described on Exhibit "B" attached hereto and incorporated herein by reference (the "Leases");

WHEREAS, Operator intends to drill one or more Horizontal Wells, as defined herein below, on the Property;

WHEREAS, the Interest Owners and Operator desire to encourage further development of the Property through the drilling of Horizontal Wells and to establish a clear and concise method for allocating production from such Horizontal Wells in order to:

- (a) Prevent physical and economic waste and the drilling of unnecessary wells, and to increase the ultimate recovery of hydrocarbons from the Property;
- (b) Protect the correlative rights of all Interest Owners so that each may receive a fair share of the hydrocarbon production in and under the Property; and
- (c) Encourage the drilling of Horizontal Wells by establishing a method to allocate production and the proceeds therefrom.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Interest Owners and Operator hereby agree as follows:



1. Definitions. The following terms, as used in this Agreement, shall have the following meanings:

(a) "Allocation Well" shall mean a Horizontal Well in which any portion of the Completed Lateral crosses any property line, lease line, or subdivision line, as determined according to the rules of the Texas Railroad Commission, which (i) is within the Property, or (ii) forms part of the boundary of the Property.

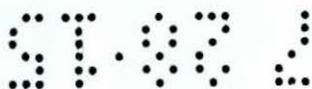
(b) "Completed Lateral" shall mean the entire horizontal length of the wellbore path of a Horizontal Well. The Completed Lateral shall be measured in feet from the First Take Point of a Horizontal Well to the Last Take Point of such wellbore, excluding any Non-Perf Zone. In the event a Horizontal Well is developed with more than one Completed Lateral, then the term "Completed Lateral" for that particular well shall mean and include the cumulative horizontal length of all wellbore paths of such Horizontal Well.

(c) "Horizontal Well" shall mean a well with one or more wellbores having a horizontal displacement within the producing field interval of at least one hundred (100) feet.

(d) "Non-Perf Zone" shall mean the non-perforated portion, measured in feet, of a wellbore between the First Take Point and the Last Take Point that is not open to production.

(e) "Pooled Unit" shall mean a unit formed by the joining or combining of separately owned mineral interests pursuant to the pooling clauses of the Leases or any other agreement authorizing such pooling.

(f) "Separate Tract" shall mean any tract or parcel of land within the Property (i) having a unique or separate identifiable royalty or mineral ownership different from any other tract or parcel of land within the Property, and (ii) beneath which any part of the Completed



Lateral of a Horizontal Well is located. A Pooled Unit shall be deemed a Separate Tract for purposes of this Agreement.

(g) "Tract Lateral" shall mean the horizontal length of the portion of the Completed Lateral of a Horizontal Well which lies beneath a particular Separate Tract.

(h) "Take Point" shall mean any point along the Completed Lateral of a Horizontal Well where oil and/or gas can be produced into such wellbore.

(i) "First Take Point" shall mean the Take Point located closest to the wellhead with respect to a particular wellbore.

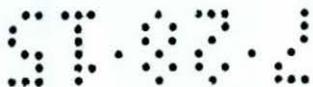
(j) "Last Take Point" shall mean the Take Point located closest to the bottom hole location with respect to a particular wellbore.

2. Allocation of Production.

(a) For purposes of calculating royalties on production from an Allocation Well, there shall be allocated to each Interest Owner, proportionate to that Interest Owner's interest in each Separate Tract, a fraction, express as a decimal, of the Allocation Well's production (or proceeds therefrom) equal to the quotient of the Tract Lateral divided by the Completed Lateral ("Interest Owner's Allocation").

(b) Each Interest Owner's Allocation shall be paid as if such production were from each individual Separate Tract in accordance with the respective Lease(s) covering such Separate Tract.

(c) Prior to the payment of an Interest Owner's Allocation, Operator will provide the respective Interest Owner with an as-drilled plat containing (i) the location of each Allocation Well which has a Completed Lateral that crosses a Separate Tract in which the Interest Owner owns an interest, (ii) the First Take Point and Last Take Point of such Completed Lateral, (iii)



the location and measurements of such Completed Lateral, and (iii) any other reasonably pertinent data or information requested by an Interest Owner related to calculation the Interest Owner's Allocation.

(d) In the event an Interest Owner is entitled to receive multiple Interest Owner's Allocations attributable to a single Allocation Well, Operator shall combine and disburse such Interest Owner's Allocations in a single payment. Operator shall pay such Interest Owner's Allocations cumulatively to such Interest Owner.

3. Operations and Production.

(a) Operator's conduct of "operations" on or "production" from any Allocation Well, as those terms are defined in the Leases, shall constitute and qualify as operations on or production from the entire Property and under each Lease.

(b) Subject to all surface use agreements and other written agreements covering the Property, Operator shall have the right to use as much of the surface of the Property as is reasonably necessary for the purpose of exploring, drilling, producing, transporting and marketing oil and gas and their constituent elements from an Allocation Well.

~~(c) Surface comingling of production from any Allocation Well with production from any other well drilled or operated by Operator shall be permitted provided that Operator measures on a monthly basis, by metering and/or strapping of tanks, the production from each Allocation Well prior to such comingling.~~ CPB

4. Agreement Limited to Allocation Wells. This Agreement shall apply only to those Allocation Wells drilled pursuant to this Agreement. This Agreement shall in no way affect ownership of or any party's rights in any Horizontal Well or other well existing or hereafter drilled on the Property by Operator which is located solely within a single Separate

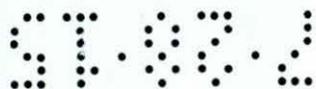


Tract within the Property. Production from any Allocation Well drilled pursuant to this Agreement shall not create any offset obligation, whether express or implied. Interest Owners acknowledge and agree that this Agreement is intended to and does in fact protect each Interest Owner's respective correlative rights in each Separate Tract, in the relative Allocation Well and as a result of such Allocation Well.

5. Plugging of Allocation Well. In the event any Allocation Well is plugged back or recompleted in a manner that such Allocation Well no longer constitutes a Horizontal Well, such well shall no longer be considered an Allocation Well and therefore shall not be subject to the terms of this Agreement.

6. Term. This Agreement is effective as of the Effective Date and shall remain in force and effect until production from the Property permanently ceases, unless sooner terminated by Operator as provided herein. Operator may terminate this Agreement at any time when no Allocation Well is producing or capable of producing in paying quantities. Termination of this Agreement shall be effective upon Operator's filing of a notice of termination in the real property records of the county in which the Property is located.

7. Change in Completed Lateral. In the event a Completed Lateral of any Allocation Well is reduced or increased, Operator shall revise each Interest Owner's Allocation accordingly and shall revise the as-drilled plat described in Section 2(c). Such revision of an Interest Owner's Allocation shall be effective at 7:00 AM on the day following the date that Operator completes the reduction or increase; however, payment associated with such Interest Owner's Allocation shall be reconciled upon the first day of the month following the month in which Operator completes the reduction or increase.



8. Pooled Unit. In the event any portion of a Completed Lateral traverses a Pooled Unit, the production or proceeds therefrom attributable to such portion of the Completed Lateral shall be allocated among the parties to the Pooled Unit in accordance with the agreement that created such Pooled Unit.

9. No Presumed Pool or Communitization. No pooling or communitization of any royalty, mineral or any other interest is intended by or shall result from the execution of this Agreement or from the drilling of any Allocation Well or production therefrom.

10. No Cross-Conveyance. No cross-conveyance of any royalty, mineral or any other interest in the Property or any Separate Tract is intended by or shall result from the execution of this Agreement or from the drilling of any Allocation Well or production therefrom.

11. Memorandum of Agreement. Upon request by Operator, each Interest Owner shall execute a memorandum of this Agreement which Operator may file in the real property records of the county in which the Property is located.

12. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.

13. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed



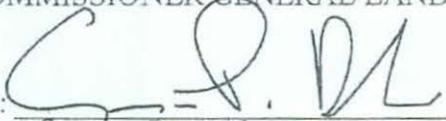
invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

14. Counterparts and Inurement. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Each counterpart shall be given the same effect as the execution of an original. Failure of any party hereto to execute a counterpart shall not render this Agreement ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon and inure to the benefit of each executing party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgements, and the executive parties agree that such instruments shall be treated and given effect for all purposes as a single instrument.

EXECUTED by each party on the date shown for each such party's signature, but effective for all purposes as of the Effective Date.

INTEREST OWNER:

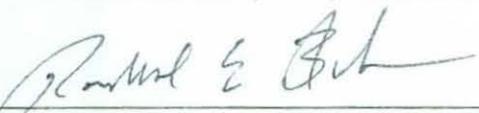
COMMISSIONER GENERAL LAND OFFICE STATE OF TEXAS

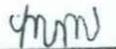
By: 
George P. Bush

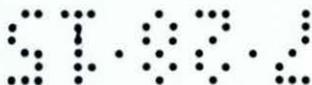
Its: Commissioner

OPERATOR:

LAREDO PETROLEUM, INC., a Delaware corporation

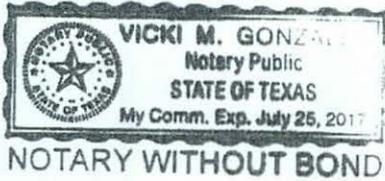
By: 
Randall E. Blurton, Attorney-In-Fact 

Approved
Legal 
Contents 
Min. Leasing 
Executive 



STATE OF TEXAS §
COUNTY OF Lewis §

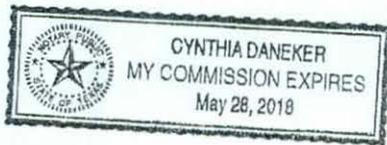
This instrument was acknowledged before me on April 9, 2015, by George P. Bush, as _____ of Commissioner General Land Office for the State of Texas.



Vicki M. Gonzalez
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on April 23, 2015, by Randall E. Blurton, as Attorney-In-Fact for and on behalf of Laredo Petroleum, Inc., a Delaware corporation.



Cynthia Daneker
Notary Public in and for the State of Texas



Exhibit "A"

GLASSCOCK COUNTY, TX

(Highway 158 Tract) 11.38 acres, more or less, being a strip of land across portions of Section 17, Block 33 T-4-S, T&P RR Co. Survey, Glasscock County, Texas, as more particularly described by metes and bounds in the lease.

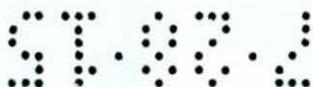
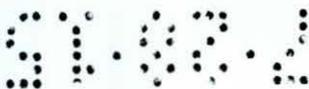


Exhibit "B"

Leases

1. Oil, Gas and Mineral Lease (the "Oil and Gas Lease") dated December 1, 2009, by and between Commissioner of the General Land Office of the State of Texas, as Lessor and Laredo Petroleum, Inc., as Lessee, recorded in Volume 139, Page 503, Official Public Records of Glasscock County, Texas



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M-110522

File No.

Recorded Merit andom County

copy of Prod. Alloc. Agreement.

Date Filed:

7/28/15

George P. Bush, Commissioner

By

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