

ALL TAX STATEMENTS SHOULD BE ADDRESSED TO THE GRANTEE

2015-002537

Klamath County, Oregon



00166729201500025370070072

03/24/2015 08:45:56 AM

Fee: \$72.00

**MINERAL DEED**

STATE OF OREGON  
COUNTY OF KLAMATH

}  
} KNOW ALL MEN BY THESE PRESENTS THAT:  
}

**PLEASE RETURN TO:**  
TOGAC  
P.O. BOX 671787  
HOUSTON, TX 77267-1787

**SABINE OIL & GAS CORPORATION**, formerly known as **Forest Oil Corporation**, a New York corporation, whose address is 1415 Louisiana Street, Suite 1600, Houston, Texas 77002 ("Grantor"), for and in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto:

Plains Production, Inc.  
1601 SE 19th St,  
Edmond, OK 73013

("Grantee") as of the Effective Date (as hereinafter defined), all of Grantor's right, title and interest in the oil, gas and/or other minerals of Grantor in and to the lands described on Exhibit "A" hereto, together with any royalty of Grantor, and rights and interests of Grantor allocable to the lands described on Exhibit "A" by virtue of pooling, unitization, communitization, and operating agreements (collectively the "Interests").

Notwithstanding the foregoing, the Interests shall not include, and there is excepted, reserved and excluded from the sale, transfer and assignment contemplated hereby, the following excluded properties, rights, and interests:

- (i) all hydrocarbons produced from or otherwise attributable to the Interests with respect to all periods prior to the Effective Date, together with all proceeds from the sale of such hydrocarbons, and all tax credits attributable thereto;
- (ii) all claims of Grantor for refunds or loss carry forwards with respect to ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Date; and
- (iii) all proceeds, income or revenue attributable to the Interests for any period prior to the Effective Date.

*Consideration Paid - \$100.00*

Sale No. 268C  
Lot No. 50

TO HAVE AND TO HOLD the Interests unto Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. **THIS MINERAL DEED IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY.**

**GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, AND GRANTEE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND GRANTEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (i) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, SECONDARY OR TERTIARY RECOVERY OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH GRANTEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS, (ii) THE ACCURACY, COMPLETENESS OR MATERIALITY OR SIGNIFICANCE OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE INTERESTS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO GRANTEE BY OR ON BEHALF OF GRANTOR, and (iii) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE.**

**GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES.**

2. TO THE EXTENT APPLICABLE TO THE INTERESTS OR ANY PORTION THEREOF, GRANTEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS & COMMERCIAL CODE.
3. This Mineral Deed shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.
4. This Mineral Deed is specifically made subject to any existing conveyances of the Interests, easements and rights of way, and to any rights now existing in favor of any lessee or assigns under any valid and subsisting oil, gas and mineral leases previously executed and affecting the Interests.
5. In addition to filing this Mineral Deed of record in the applicable public records, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. These instruments shall be deemed to contain all of the exceptions, reservations, rights, titles, obligations, responsibilities and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate instruments are the same, and not in addition to, the Interests conveyed herein.

6. This Mineral Deed shall be subject to the Buyer's Terms and Conditions of Purchase and the Qualified Bidder Registration (collectively the "Auction Agreements") heretofore executed by and between Grantee and The Oil and Gas Asset Clearinghouse, to which Grantor is a third party beneficiary and fully entitled to all the benefits thereof. In the event of any conflict between the terms of this Mineral Deed and the Auction Agreements, the terms of this Mineral Deed shall control.
7. This Mineral Deed may be executed by Grantor and Grantee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.
8. All ad valorem taxes, real property taxes, and similar obligations with respect to the tax period in which the Effective Date occurs shall be assumed and paid by Grantee.

IN WITNESS WHEREOF, this Mineral Deed is executed on the date shown in the acknowledgements, but shall be effective as of the 1st day of April, 2015 (the "Effective Date").

**GRANTOR:**

**SABINE OIL & GAS CORPORATION,  
formerly known as Forest Oil Corporation**

By: \_\_\_\_\_

Name: Timothy D. Yang

Title: Senior Vice President & General Counsel

STATE OF TEXAS                    }

COUNTY OF HARRIS                }

BEFORE ME, the undersigned Notary Public in and for the said State and County, on this day personally appeared Timothy D. Yang, Senior Vice President and General Counsel of Sabine Oil & Gas 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 for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3<sup>rd</sup> day of March, 2015.

MY COMMISSION EXPIRES:



\_\_\_\_\_  
Notary Public

**GRANTEE:**

Plains Production, Inc.

By: Ronald L. Stork

Name: Ronald L. Stork

Title: Vice President

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public



**ATTORNEY IN FACT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, Attorney-in-Fact for \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF Texas }  
COUNTY OF Harris }

BEFORE ME, the undersigned authority, on this day personally appeared Ronald E Slover, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 11 day of March, 2015.

MY COMMISSION EXPIRES: \_\_\_\_\_

Ronald E Slover  
Notary Public



**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person and partner whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said partnership.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

### KLAMATH COUNTY, OREGON

File No.: 02573-MD0001  
Grantor: GREAT WESTERN RESOURCES INC.  
Grantee: BOW VALLEY PETROLEUM INC.  
Date: 7/17/1973  
Recorded: Book 73, Page 9752  
Legal Description: Township 38 South, Range 9 East  
Section 17: S/2 SW/4 NW/4