

**Newfield Exploration Company
Eight South Texas Fields
Operated and Non-Operated**

**Facsimile Transmittal
of
Confidentiality Agreement**

Date: _____

To: Patrick DaPra, Project Manager
The Oil & Gas Asset Clearinghouse

Fax #: 281-569-8979

From:

Company Name: _____

Contact Name/Title: _____

Physical Address: _____

City, State & Zip: _____

E-Mail: _____

Phone #: _____

Fax #: _____

Please be sure and return all pages including any exhibits and/or attachments.

Newfield Exploration Company
South Texas Properties
Bee, Duval, Kenedy, Live Oak, Webb and Zapata Counties, Texas

July 26, 2011

Attn:

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Dear Sirs:

In connection with your interest in a potential acquisition of oil and gas interests owned and held by Newfield Exploration Company, (the "Company") within the areas outlined in the heavy black outline on Exhibit's A-1, A-2, A-3 A-4, A-5, A-6, A-7, A-8, A-9, and A-10 (the "**Transaction**"), you have requested that we or our representatives furnish you or your representatives with certain information relating to the Company or the Transaction. All such information (whether oral or contained on written or other tangible medium) furnished (whether before or after the date hereof) by us or our directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "our Representatives") to you or your directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents or your potential sources of financing for the Transaction (collectively, "your Representatives") and all analyses, compilations, forecasts, studies or other documents prepared by you or your Representatives in connection with your or their review of, or your interest in, the Transaction which contain or reflect any such information is hereinafter referred to as the "Information". The term Information will not, however, include information which (i) is or becomes publicly available other than as a result of a disclosure by you or your Representatives or (ii) is or becomes available to you on a non-confidential basis from a source (other than us or our Representatives) which, to the best of your knowledge after due inquiry, is not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation to us, (iii) was rightfully in your possession prior to disclosure by Company, or, (iv) independently developed or derived by you or your Representatives without the aid, application or use of the Information.

Accordingly, you hereby agree that:

1. You and your Representatives (i) will keep the Information confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without our prior written consent, disclose any Information in any manner whatsoever, and (ii) will not use any Information other than in connection with the Transaction; provided, however, that you may reveal the Information to your Representatives (a) who need to know the Information for the purpose of evaluating the Transaction, (b) who are informed by you of the confidential nature of the Information and (c) who agree to act in accordance with the terms of this letter agreement. You will

cause your Representatives to observe the terms of this letter agreement, and you will be responsible for any breach of this letter agreement by any of your Representatives. You likewise agree to use any and all Information so disclosed by the Company regarding or related to oil and gas assets, for the express and singular purpose for which such disclosure or introduction was intended. As such, you shall not use any Information, relationship or party provided or introduced to you, in any circumventive manner, or for a purpose beyond the intention of such disclosure (e.g., reverse engineering any proprietary trade secret, recruiting any employee, leveraging relationships for individual gain, etc.), which is solely the initial evaluation of the Company for purposes of considering a possible working relationship with the Company. It is acknowledged by you that given the existence of other agreements, the sensitive nature of relationships, and the value of the information to be disclosed, any type of circumvention may cause injury.

2. You and your Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without our prior written consent, disclose to any person the fact that the Information exists or has been made available, that you are considering the Transaction or any other transaction involving the Company, or that discussions or negotiations are taking or have taken place concerning the Transaction or involving the Company or any term, condition or other fact relating to the Transaction or such discussions or negotiations, including, without limitation, the status thereof.
3. In the event that you or any of your Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information, you will notify us promptly so that we may seek a protective order or other appropriate remedy or, in our sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained, or that the Company does not waive compliance with the terms of this letter agreement, you will furnish only that portion of the Information which you are advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.
4. If you determine not to proceed with the Transaction, you will promptly inform us of that decision and, in that case, and at any time upon the request of the Company or any of our Representatives, you will either (i) promptly destroy all Information on any tangible medium in your or your Representatives' possession and confirm such destruction to us in writing, or (ii) promptly deliver to the Company at your own expense all tangible media containing Information in your or your Representatives' possession. Any oral Information will continue to be subject to the terms of this letter agreement.
5. You acknowledge that neither we nor our other Representatives, nor any of our or their respective officers, directors, employees, agents or controlling persons makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and you agree that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. You further agree that you are not entitled to rely on the accuracy or completeness of the Information and that you will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein. We reserve the right, in our sole discretion, to change the procedures relating to our consideration of the Transaction at any time, to reject any and all proposals made by you or any of your Representatives with regard to the Transaction, and to terminate discussions and negotiations with you at any time and for any reason. Unless and until a written definitive agreement concerning the Transaction has been executed, neither we nor any of our Representatives will have any liability to you with respect to the Transaction, whether by virtue of this letter agreement, any other written or oral expression with respect to the Transaction or otherwise.

6. You agree that, for the period of one year- from the date of this letter agreement, you will not, directly or indirectly, solicit for employment or hire any employee of the Company with whom you have had contact or who became known to you in connection with discussion of a potential Transaction, provided, however, that the foregoing provision will not prevent you from employing any such person who responds to a general solicitation or advertisement by such party that is not directed specifically to employees of the Company.
7. You acknowledge that remedies at law may be inadequate to protect us against any actual or threatened breach of this letter agreement by you or by your Representatives, and, without prejudice to any other rights and remedies otherwise available to us, you agree to the granting of injunctive relief in our favor without proof of actual damages. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this letter agreement has been breached by you or by your Representatives, then you will reimburse the Company for its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.
8. To the extent that any Information may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, you and we understand and agree that you and we have a commonality of interest with respect to such matters and it is your and our desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this agreement, and under the joint defense doctrine.
9. Your obligations under this agreement shall terminate one year after the date hereof, except as otherwise explicitly stated above and except that any claims for breach hereof shall survive any such termination and that the obligations of confidentiality and restrictions on use of Information provided for above shall continue indefinitely as to any Information constituting a trade secret under applicable law.
10. You agree that no failure or delay by us in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
11. This letter agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to contracts between residents of that State and executed in and to be performed in that State. Further, you consent to the jurisdiction of the state and federal courts with jurisdiction in Harris County, Texas as the sole and exclusive forum for the resolution of all disputes or claims arising out of or relating to this letter agreement, and agree to waive all objections to venue being laid in those courts, including the defense of *forum non conveniens* and the like.
12. This letter agreement contains the entire agreement between you and us concerning the confidentiality of the Information and supersedes any prior agreement between us concerning such matters. No modifications of this letter agreement or waiver of the terms and conditions hereof will be binding upon you or us, unless approved in writing by each of you and us.

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Very truly yours,

NEWFIELD EXPLORATION COMPANY

Gary M. Walker
Gulf Coast Land Manager

AGREED AND ACCEPTED

This _____ day of _____, 2011

Company Name

By: _____

Name: _____

Title: _____

DE LA FUENTES
A-1996

Webb County, TX

J.J.T. WRIGHT
A-1908

63574-001 63574-001 63574-002
63575-002

ELIPE DE LA PENA
A-2996

STONE&KYLE&KYLE
A-1748

ROBT. HINNANT
A-3285

BLAS MA PENA
A-2656

STONE&KYLE&KYLE
A-84

63575-002
63575-001

W. KEY
A-204

B. PENA
A-491

R. HINNANT
A-476

Zapata County, TX









Jim Hogg County, TX

R. HINNANT
A-477

J.H. HINNANT
A-474

TYLER TAP R.R. CO
A-188

Legend

-  Area_of_Interest
-  Berry_R_Cox_Leases
-  Abstract
-  Jr_Abstract
-  COUNTY OUTLINE
-  TX_ABSTRACT
-  TX_SECTION
-  TX_SURVEY

HINNANT
472

J.H. GIBSON
A-43



Exhibit A-1
Berry R. Cox
Webb Co., Texas

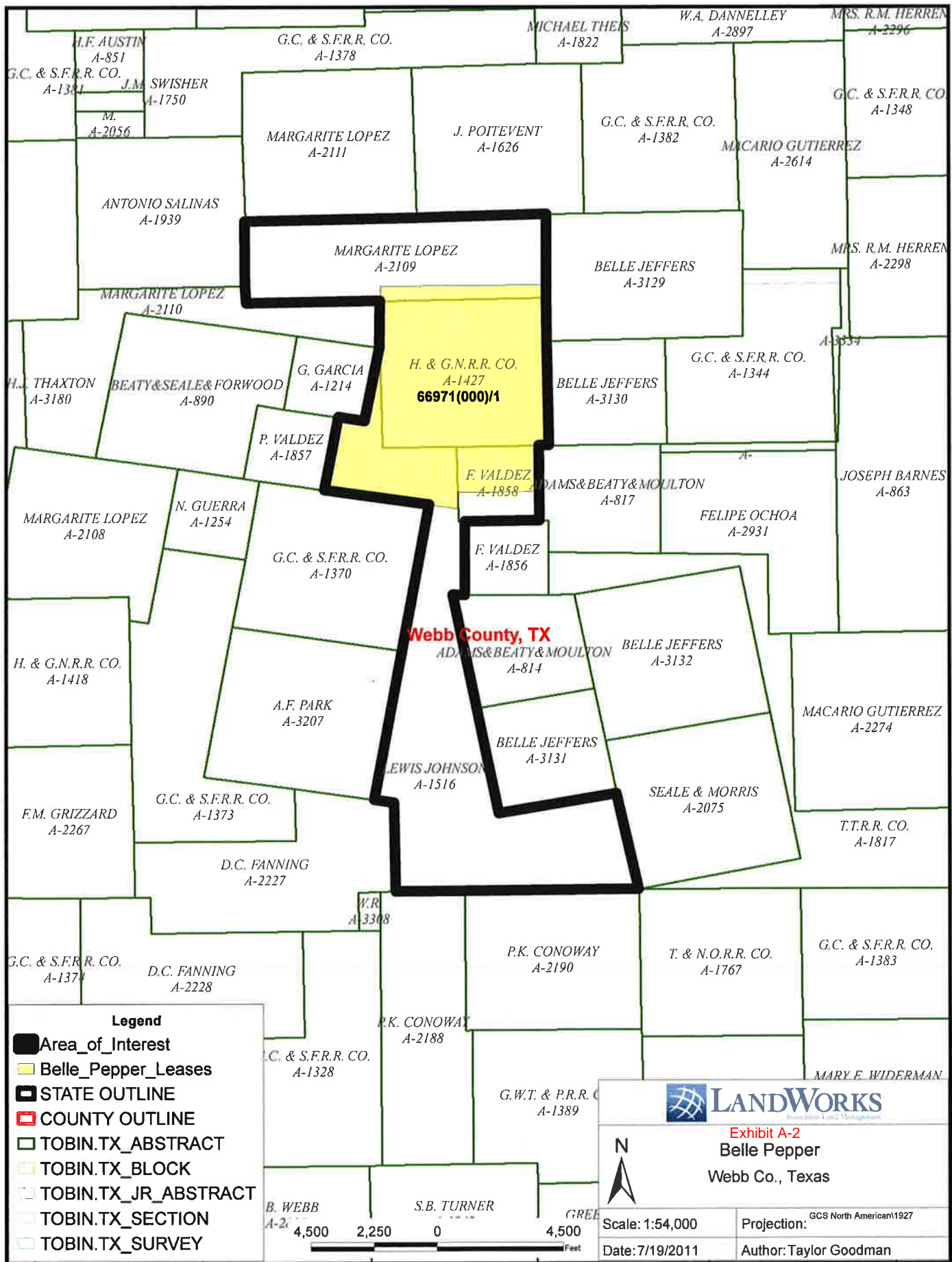
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Feet

Scale: 1:23,376

Projection: NAD 1927 StatePlaneTexas
South FIPS 4205

Date: 7/19/2011

Author: Taylor Goodman



L.F. AUSTIN
A-851

G.C. & S.F.R.R. CO.
A-1378

MICHAEL THEIS
A-1822

W.A. DANIELLEY
A-2897

MRS. R.M. HERREN
A-2296

G.C. & S.F.R.R. CO.
A-1377

J.M. SWISHER
A-1750

M.
A-2056

MARGARITE LOPEZ
A-2111

J. POITEVENT
A-1626

G.C. & S.F.R.R. CO.
A-1382

G.C. & S.F.R.R. CO.
A-1348

MACARIO GUTIERREZ
A-2614

ANTONIO SALINAS
A-1939

MARGARITE LOPEZ
A-2109

BELLE JEFFERS
A-3129

MRS. R.M. HERREN
A-2298

MARGARITE LOPEZ
A-2110

H. THAXTON
A-3180

BEATY & SEALE & FORWOOD
A-890

G. GARCIA
A-1214

H. & G.N.R.R. CO.
A-1427
66971(000)/1

BELLE JEFFERS
A-3130

G.C. & S.F.R.R. CO.
A-1344

A-3534

P. VALDEZ
A-1857

F. VALDEZ
A-1858

ADAMS & BEATY & MOULTON
A-817

JOSEPH BARNES
A-863

MARGARITE LOPEZ
A-2108

N. GUERRA
A-1254

G.C. & S.F.R.R. CO.
A-1370

F. VALDEZ
A-1856

FELIPE OCHOA
A-2931

H. & G.N.R.R. CO.
A-1418

Webb County, TX

ADAMS & BEATY & MOULTON
A-814

BELLE JEFFERS
A-3132

A.F. PARK
A-3207

MACARIO GUTIERREZ
A-2274

BELLE JEFFERS
A-3131

LEWIS JOHNSON
A-1516

SEALE & MORRIS
A-2075

F.M. GRIZZARD
A-2267

G.C. & S.F.R.R. CO.
A-1373

D.C. FANNING
A-2227

T.T.R.R. CO.
A-1817

W.R.
A-3308

G.C. & S.F.R.R. CO.
A-1374

D.C. FANNING
A-2228

P.K. CONOWAY
A-2190

T. & N.O.R.R. CO.
A-1767

G.C. & S.F.R.R. CO.
A-1383

P.K. CONOWAY
A-2188

G.C. & S.F.R.R. CO.
A-1328

G.W.T. & P.R.R. CO.
A-1389

MARY E. WIDERMAN

Legend

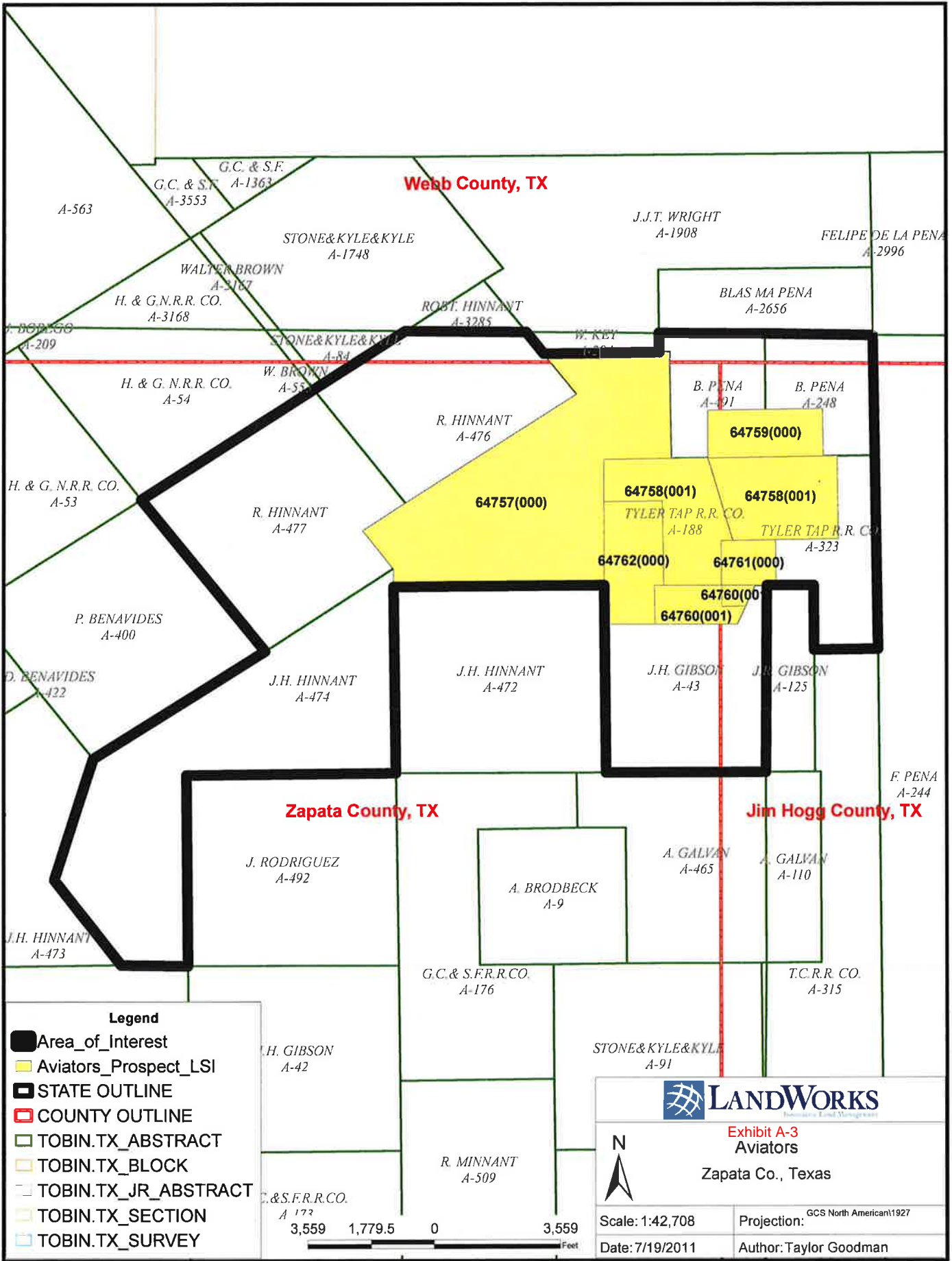
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- Belle_Pepper_Leases
- STATE OUTLINE
- COUNTY OUTLINE
- TOBIN.TX_ABSTRACT
- TOBIN.TX_BLOCK
- TOBIN.TX_JR_ABSTRACT
- TOBIN.TX_SECTION
- TOBIN.TX_SURVEY



Exhibit A-2
Belle Pepper
Webb Co., Texas



Scale: 1:54,000	Projection: GCS North American1927
Date: 7/19/2011	Author: Taylor Goodman



Webb County, TX

Zapata County, TX

Jim Hogg County, TX

Legend










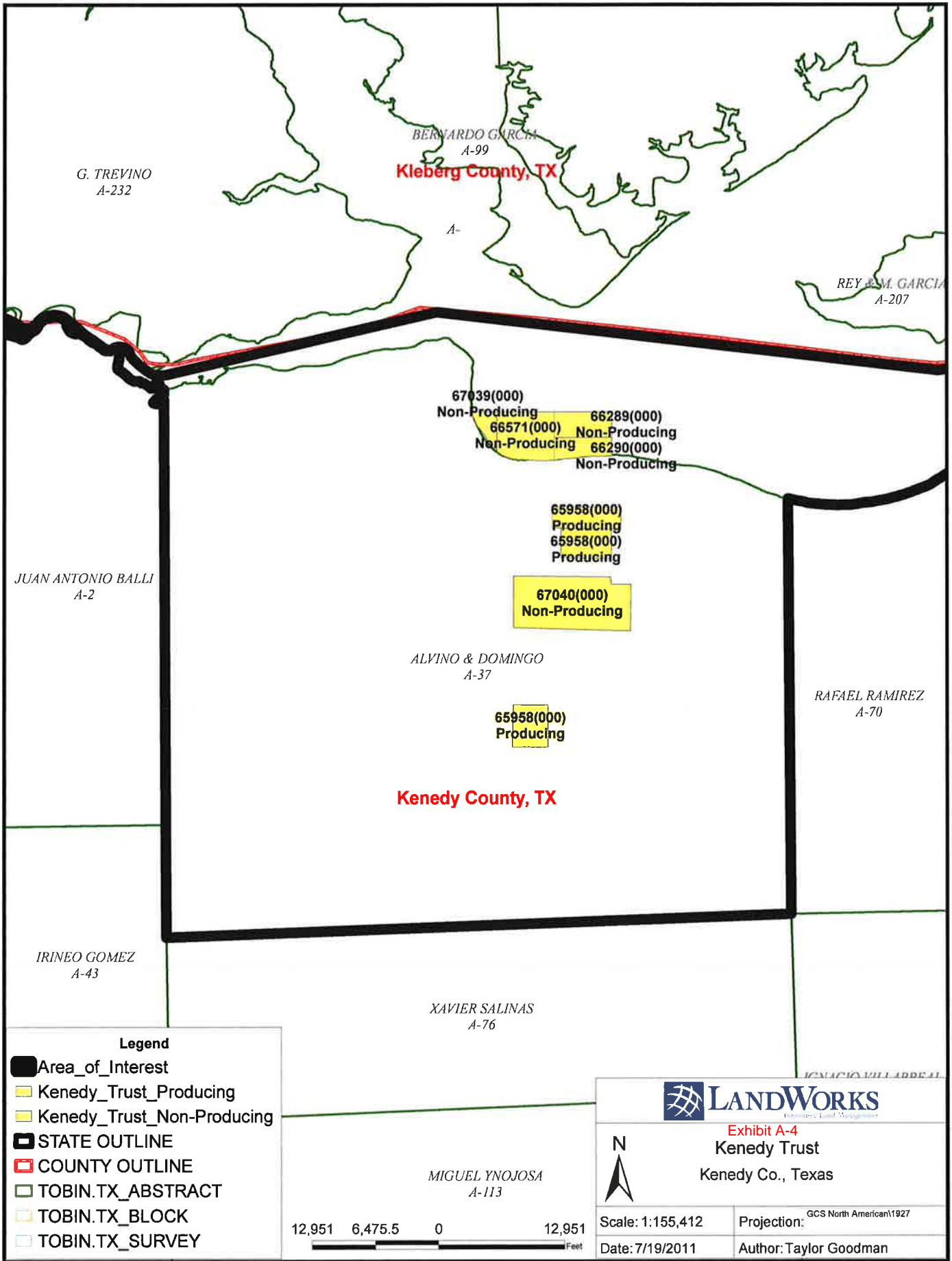
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-  Aviators_Prospect_LSI
-  STATE OUTLINE
-  COUNTY OUTLINE
-  TOBIN.TX_ABSTRACT
-  TOBIN.TX_BLOCK
-  TOBIN.TX_JR_ABSTRACT
-  TOBIN.TX_SECTION
-  TOBIN.TX_SURVEY

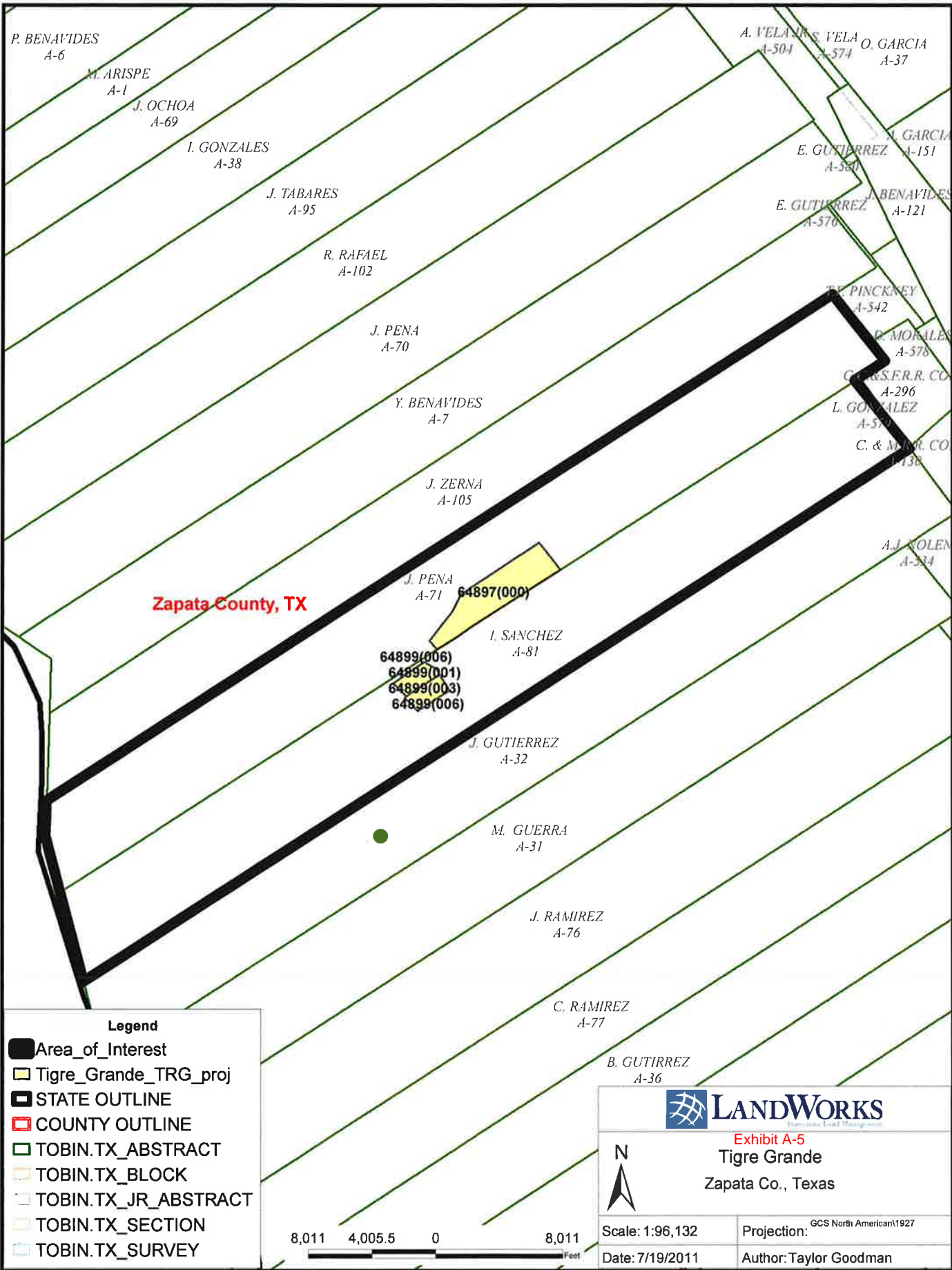


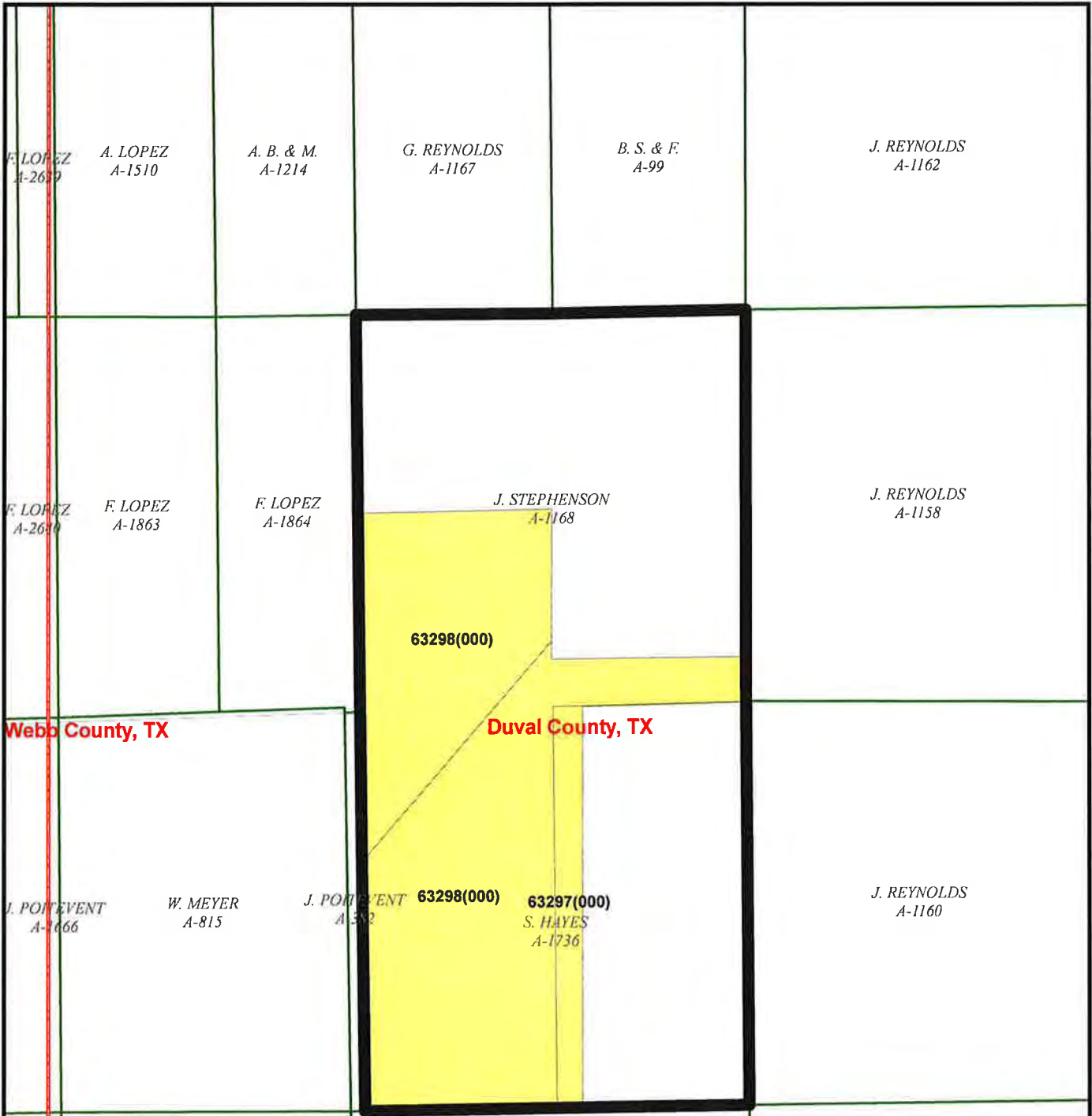
Exhibit A-3
Aviators
 Zapata Co., Texas



Scale: 1:42,708	Projection: GCS North American 1927
Date: 7/19/2011	Author: Taylor Goodman







- Legend**
- Area_of_Interest
 - Guerra_Prospect_LSI
 - STATE OUTLINE
 - COUNTY OUTLINE
 - TOBIN.TX_ABSTRACT
 - TOBIN.TX_JR_ABSTRACT
 - TOBIN.TX_BLOCK
 - TOBIN.TX_SECTION
 - TOBIN.TX_SURVEY
 - LEASE.ACTIVE_TRACT

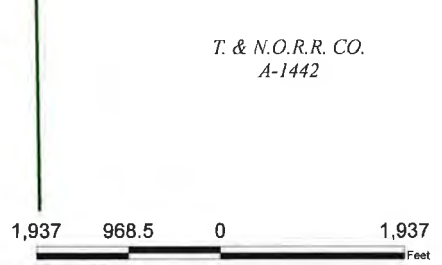
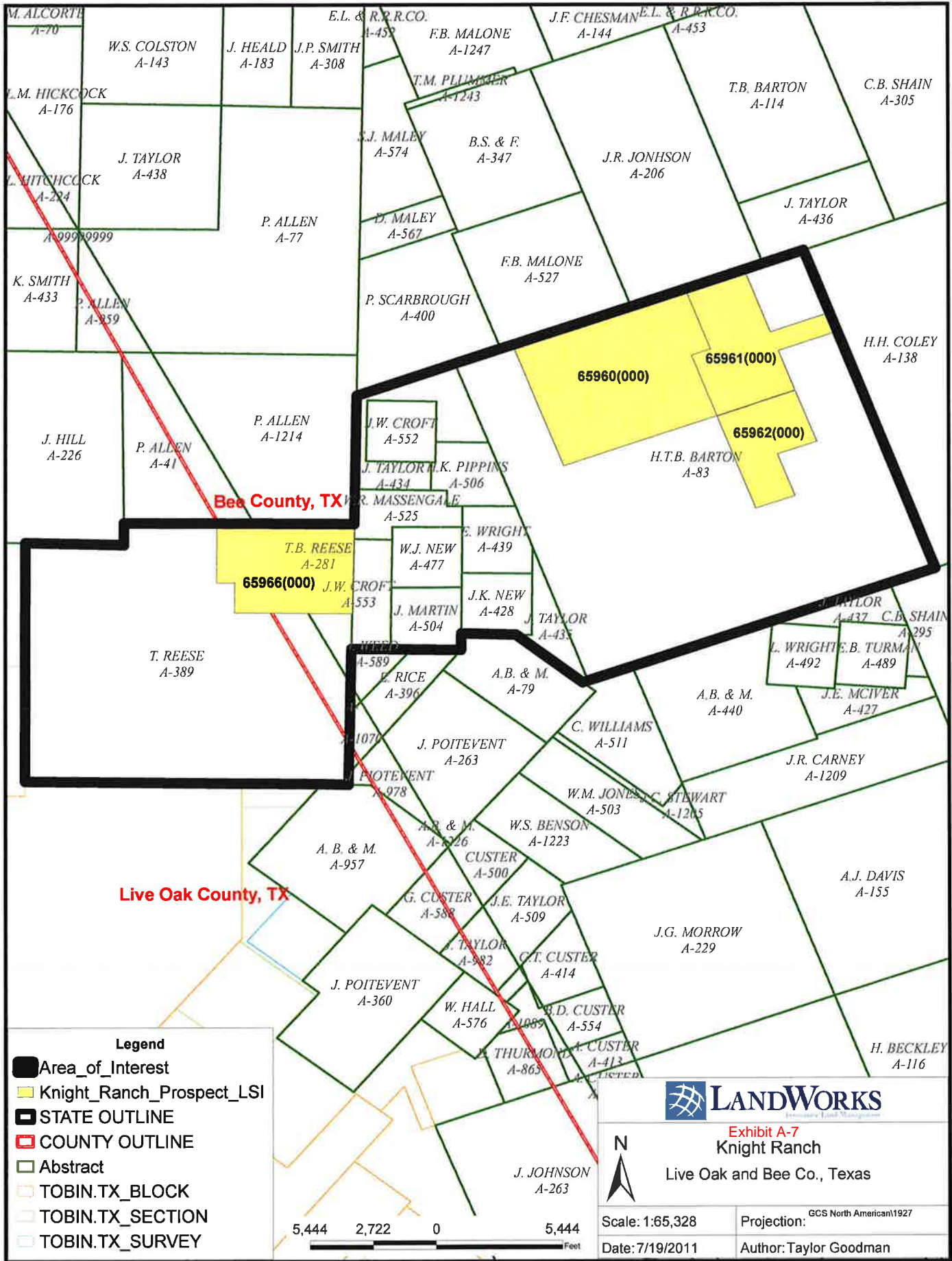


Exhibit A-6 Guerra Duval Co., Texas	
Scale: 1:23,244	Projection: NAD 1927 StatePlane\Texas South FIPS 4205
Date: 7/19/2011	Author: Taylor Goodman



Bee County, TX

Live Oak County, TX

Legend

- Area_of_Interest
- Knight_Ranch_Prospect_LSI
- STATE OUTLINE
- COUNTY OUTLINE
- Abstract
- TOBIN.TX_BLOCK
- TOBIN.TX_SECTION
- TOBIN.TX_SURVEY



Exhibit A-7
Knight Ranch
 Live Oak and Bee Co., Texas



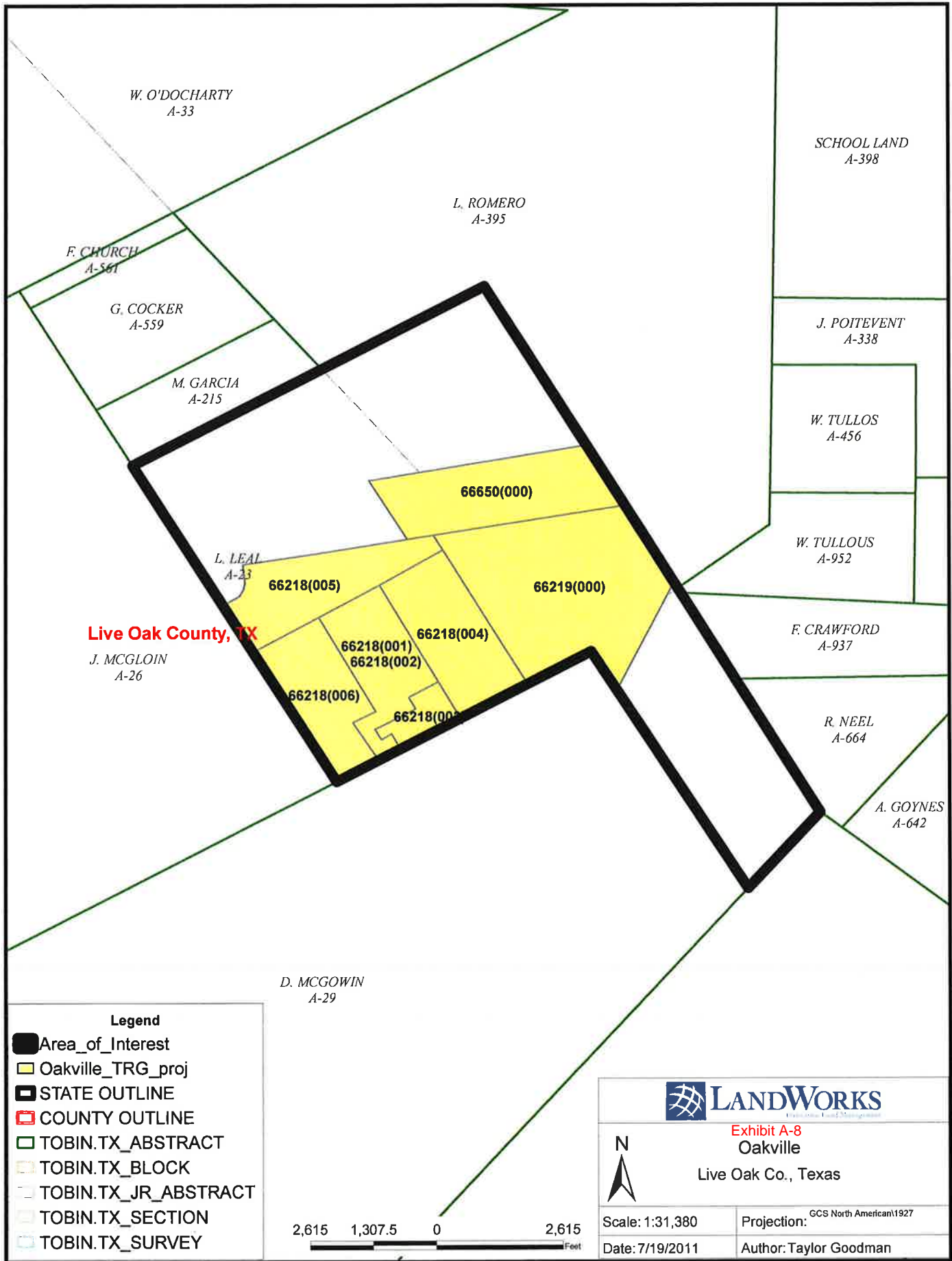
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Projection: GCS North American1927

Date: 7/19/2011

Author: Taylor Goodman





W. O'DOCHARTY
A-33

SCHOOL LAND
A-398

L. ROMERO
A-395

F. CHURCH
A-561

J. POITEVENT
A-338

G. COCKER
A-559

W. TULLOS
A-456

M. GARCIA
A-215

W. TULLOUS
A-952

66650(000)

L. LEAL
A-23

66218(005)

66219(000)

Live Oak County, TX

J. MCGLOIN
A-26

66218(001)

66218(004)

66218(002)

F. CRAWFORD
A-937

66218(006)

66218(003)

R. NEEL
A-664

A. GOYNES
A-642

D. MCGOWIN
A-29

