



# Division Order Instruction Sheet

Keep the "COPY" for your records

**ORIGINAL**  
**OIL & GAS DIVISION ORDER**

Verify that your name, address and interest are shown correctly

Property Number: LA-307-1230 Date Prepared: 3/27/2009  
Property Name: NASH THELMA 6 - ALT Effective Date: FIRST SALES  
Operator: COMSTOCK OIL & GAS - LOUISIANA, LLC Analyst Initials: MBF  
County/State: De Soto, LA  
Property Description: Being 410.38 acres, more or less, the North-half (N/2) of Section Twenty (20) and the fractional North-half (N/2) of Section Nineteen (19), Township Twelve (12) North, Range Sixteen (16) West, CV RA SUU, all situated in DeSoto Parish, Louisiana.

Owner Name: COMSTOCK OIL AND GAS, LP Owner Number: 000001  
Address: 5300 TOWN AND COUNTRY BLVD Type of Interest: RI  
SUITE 500  
FRISCO, TX 75034  
Phone #: 972-668-8800 Interest: 0.00796252

Please use your Owner Number on all correspondence

The undersigned severally and not jointly certifies it is the legal owner of the interest set out herein of all the oil, gas and gas liquid hydrocarbons produced from the property described above payable by payor:

COMSTOCK OIL AND GAS, LP, 5300 TOWN AND COUNTRY BLVD., SUITE 500, FRISCO, TX 75034

**THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.**

The undersigned will be paid in accordance with the division of interests set forth herein. The payor shall pay all parties at the price agreed to by the operator for production to be sold pursuant to this Division Order.

From the effective date, payment is to be made monthly by payor's check based on this division of interest, for proceeds from production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$50 may be accrued before disbursement when the total amount equals \$50 or more, or until 12 months' proceeds accumulate, whichever occurs first. Payor agrees to refund to payor any amounts attributable to an interest or part of interest that payee does not own.

The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the Owner in accordance with such division of interest, including but not limited to attorney fees or judgments with any suit that affects the Owner's interest to which payor has made a party.

If a suit is filed that affects the interest of the Owner, written notice shall be given to payor by the Owner with a copy of the complaint or petition filed. In the event of a claim or dispute that affect title to the division credited herein, payor is authorized to withhold payments accruing to such interest, without interest until required by applicable statute, until the claim or dispute is settled.

Termination of this Agreement is effective on the first day of the month that begins after the 30 day date written notice of termination is received by either party.

The Owner agrees to not pay in writing of any change in the division of interest, including change of interest contingent on payment of money or satisfaction of time.

No change of interest is binding on payor until the recorded copy of the instrument of change of interest with satisfactory evidencing such change are furnished to payor at the time the change occurs.

Any change in interest shall be made effective on the first day of the month following receipt of payor.

Any correspondence regarding this Agreement shall be furnished to the addresses listed on the order, or as advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an Owner has certain statutory rights under the laws of this state.

WITNESSES INTEREST OWNER  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
SS/Tax ID No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Day Time Phone Number: \_\_\_\_\_

Return the "ORIGINAL" signed Division Order to this address

Have your signature witnessed by two parties

If your name and interest are shown correctly, please sign here.  
**Individuals: Sign name(s) as shown on the Division Order**  
**Partners: All must sign**  
**Corporations: Officer, or other individual with evidence of authorization; provide title; corporate seal affixed**  
**Agents, trustees, guardians & others: Please provide evidence of rights vested in the signatory party**

Failure to furnish your SS# or Tax ID# will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by Comstock

Failure to furnish your SS# or Tax ID number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

Upon receipt of properly executed Division Order and evidence of clear title, the interest credited to you will be authorized for payment. Checks will be mailed monthly when accruals to your account equal \$50 or more. Accruals under \$50 will be remitted in October of each year.

All address changes must be submitted to Comstock Oil & Gas, LP in writing to the address above. Should you have any questions, please call 972-668-8800.