

Cano Petroleum, et al - Electronic Proof of Claim Filing Interface

Indicate Debtor against which you assert a claim by selecting from the dropdown below. (Only one Debtor per claim form maybe selected.)



Debtor:

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor:

Name and Address where notices should be sent:

Creditor Name

Address1

Address2

Address3

Address4

City

Country

State

Zip

Email

Phone

Extension

Please note address change

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APR 30 2012

BMC GROUP



Click if payment address is different than noticing address:

C/O or Attn.

Address1

Address2

Address3

City

Country

UNITED STATES

State

- SELECT A STATE -

Zip

Email

Phone

Extension

Court Claim Number:

Filed Date:

4/25/12

Check this box to indicate that this claim amends a previously filed claim.

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: \$

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis of Claim: ORRI in Desdamaona Field Unit

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as:

3b. Uniform Claim Identifier (optional):

4. Secured Claim - Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff:

Property Value: \$

[]

Amount of arrearage and other charges as of time case filed included in secured claim.

Annual Interest Rate: %

[]

Fixed or Variable

If any: \$

[]

Basis of perfection:

[]



Amount of Secured Claims: \$

[]

Amount Unsecured: \$

[]

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)([]).

Amount entitled to priority: \$

[]



*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.



7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest.

If the documents are not available, please explain:

[]

Attachments:

- Necessary documentation can be attached to the Proof of Claim after the information for the form is submitted.
- Attachments to the Proof of Claim are required to be PDF files.
- Attachments to the Proof of Claim are NOT to exceed 5.0 Mb in size. Multiple attachments to the Proof of Claim are permitted.

Do you wish to attach supporting documentation? Yes No

8. Signature 

Check the appropriate box:

- I am the creditor.
- I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)
- I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Signature:



Title:



When complete, hit "Review" to preview your claim in pdf format. After reviewing the pdf, hit "Back" to make changes or "Submit" to file your claim. Your claim will not be filed until you hit "Submit."

[Review >](#)

For assistance with this Electronic Proof of Claim Filing Interface, please call the BMC Group Call Center at (888) 909-0100.

Note Address
change to:
4421 Bella Vista Cir
Farmington NM
87401

LEASE: DESDEMONA FIELD UNIT

DIVISION ORDER

**TO: GREENHAW ENERGY, INC.
12700 N. Featherwood, Ste 230
Houston, TX 77034**

Effective 7 a.m. February 15, 2001

The undersigned, and each of them, certify, guarantee and warrant that they are the legal owners of the interest set out below opposite their name in the oil produced from and in the proceeds of the gas sold from or used off the lease owned by you or allocated to the land described in said lease which is included in whole or in part in the lease or unit described as follows;

DESDEMONA FIELD UNIT covering 7,273 acres, more or less, in Eastland, Erath, and Comanche Counties, Texas, more particularly described in that certain Unit Agreement dated July 1, 1986, recorded in Volume 1089, pages 1-72 of the Deed Records of Eastland County, Texas, Volume 51, pages 202-272 of the Oil & Gas Records of Erath County, Texas, and Volume 616, pages 43-115 of the Deed Records of Comanche County, Texas.

Owner Id: ORRI	# 2HAFL	Credit To: FLORENCE HAGLER ESTATE TRUST
Royalty Interest:	OIL: 0.0000001444	603 MERINO KRAAL
	GAS: 0.0000001444	FARMINGTON, NM 87401

Greenhaw Energy, Inc., hereinafter called "Greenhaw", may pay to the parties as set out above for all oil & for all gas produced and saved from said property under said lease as follows:

1. Greenhaw is authorized for its own account to receive such oil into its possession or to deliver same to any party designed by it, the oil so received to be run and measured in accordance with applicable pipeline rules and regulations, including those of the governmental agency having recognized jurisdiction over or control of the production and handling of crude oil in such area.
2. The oil run hereunder shall, on the terms herein stated, become Greenhaw's property immediately upon being received into Greenhaw's possession or the possession of Greenhaw's designated buyer, and Greenhaw agrees to receive the oil run hereunder and, subject to the further provisions hereof, to pay the respective owners therefore according to the division of interest herein indicated, either at the posted per barrel (42 gallons) field price for crude of the same grade and gravity prevailing for the field where produced on the date of each respective run, or, if the oil is produced by a buyer, the price to be paid shall be the same price received by Greenhaw from such buyer, and, in the absence of a pipeline connection, all prices are subject to deduction of barging or trucking cost and the applicable transportation tax thereon.
3. In making settlements for the interest of the parties hereto in the proceeds from the sale of gas, Greenhaw is authorized to use the net proceeds received by Greenhaw at whatever point the gas is sold, based upon the terms of an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, that should any order of any regulatory body, state or federal, provide for a price less than the price provided for in any gas sales contract such lesser price shall constitute the net proceeds for purposes of making settlement hereunder. Greenhaw is authorized to make a fair and reasonable charge for making merchantable and/or conditioning the gas to satisfy customary pipeline specifications and compressing the gas produced and sold from said property as a deduction from the gross amount received to determine the net proceeds for which settlement shall be made.
4. The word "OIL" as used herein is hereby declared to include all hydrocarbons purchased in a liquid state hereunder, and the word "GAS" as used herein is hereby declared to include all gaseous substances, including oil well gas (casing head gas.)
5. If a refund of a portion of the proceeds derived from the sale of gas may be required under any order, rule or regulation of the Federal Energy Regulatory Commission or any other regulatory authority, state or federal, having jurisdiction or the provisions of the Natural Gas Act or the Natural Gas Policy Act of 1978, Greenhaw may hold without interest the portion of the proceeds subject to refund until indemnity satisfactory to Greenhaw has been furnished, or until Greenhaw's refund obligation has been finally determined. If at any time a refund of a portion of the proceeds derived from the sale of gas which has been paid the undersigned is required under any order, rule or regulation of the Federal

Hagler Oil & Gas
P.O. Box 35
Farmington, NM 87499

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BMC Group, Inc.
Attn: Cano Petroleum, Inc. Claims Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

