

✓ TERMINATED

Date 10-2-05

Leasing [Signature]

Maps [Signature]

Rentals: [Signature]

Lease [Signature]

Admin: [Signature]

Mineral [Signature]

Maps: [Signature]

STATE LEASE

MF104787

CONTROL	BASEFILE	COUNTY	
07-21554	135315 -	CULBERSON	/055
07-21625	135322 -	CULBERSON	/055
07-21643	135324 -	CULBERSON	/055
07-21661	143850 -	CULBERSON	/055

...

SURVEY : PUBLIC SCHOOL LAND
BLOCK : 42
TOWNSHIP : 00
SECTION/TRACT: 21,30,32,34,41 & 43
PART :
ACRES : 3475.83
DEPTH LIMITS : NO

LESSEE : JOHNSON, CLAY
LEASE DATE : Oct 12 2004
PRIMARY TERM : 5 yrs
BONUS (\$) : 86895.75
RENTAL (\$) : 1.00
ROYALTY : 0.09375000
VAR ROYALTY :

RELEASE FILED

DRB



CONTENTS OF FILE NO. M-104787

1. Letter of fees 11/1/04
2. BAA Review 11/3/04
3. Letter + bonus 2/28/05
4. Lease 2/28/05
5. SIO letter 8/16/05
6. Rental Payments 9/21/05
7. ~~Assignment (3)~~ ^{VOID} 4/7/06
8. ~~Assignment~~ 2/24/07
9. Rental Payment 9/22/06
10. Rental Payment 9/25/07
11. Refund 12/10/08
12. Letter for Release 6/30/09
13. Release 6/30/09
14. SIO letter 8/7/09

Scanned sm 7/16/15

Clay Johnson Oil & Gas Properties

203 WEST WALL, SUITE 202* MIDLAND, TEXAS 79701*(432) 684-4110*FAX (432) 684-5166



AAPL-CPL

October 26, 2004

GENERAL LAND OFFICE

Mr. Drew Reed
Stephen F. Austin Bldg.
1700 North Congress Ave.
Austin, TX 78701

contact 3/2
trans. (4375)

Re: Approval Request, Oil and Gas Leases,
Culberson County, Texas

Dear Drew:

The Deed Records of Culberson County, Texas indicate that Marsha Wolf owns an undivided 8/8ths mineral classified surface interest under the following lands:

Block 59, T-6, T&P Ry. Co. Survey

Section 6: East 1/3 of North 3/4 of W/2
Section 32: West 1/3
Section 42: West 1/3

Block 60, PSL Survey

Section 1: E/2
Section 2: NW/4
Section 14: NE/4

Block 42, PSL Survey

Section 21: All
Section 30: All
Section 34: All
Section 41: All
Section 43: All

Marsha Wolf also owns an undivided 1/3 mineral classified surface interest under all of Section 32, Block 42, PSL.

The Deed Records of Culberson County, Texas indicate that Ladonna Nevill Walters owns an undivided 8/8ths mineral classified surface interest under the following lands:

Block 59, T-6, T&P Ry. Co. Survey

Section 6: West 1/3 of North 3/4 of W/2
Section 32: East 1/3
Section 42: East 1/3

401 11

CLAY JOHNSON ✓

General Land Office - State of Texas

10/22/04

6489

500.00

att: Drew Reid

121

05009413

401 11

FIRST NATIONAL CHEC State Approval Fee - Tom Brown

500.00

Block 60, PSL Survey

Section 1: W/2
Section 12: S/2NW/4
Section 13: NE/4

Block 42, PSL Survey

Section 23: All
Section 27: All
Section 29: All
Section 33: All
Section 42: All

Ladonna Nevill Walters also owns an undivided 1/3 mineral classified surface interest under all of Section 32, Block 42, PSL.

The Deed Records of Culberson County, Texas indicate that Tommie Bengé owns an undivided 1/2 mineral classified surface interest under the following lands:

Block 59, T-6, T&P Ry. Co. Survey

Section 6: Middle 1/3 of North ¼ of W/2
Section 32: Middle 1/3
Section 42: Middle 1/3

Block 60, PSL Survey

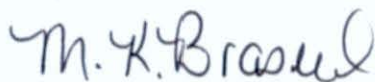
Section 2: NE/4
Section 11: W/2
Section 13: NW/4

A trade has recently been made for an Oil and Gas Lease covering the above interest based on the following terms: \$50.00 per net mineral acre for bonus consideration, and 3/16ths royalty for a five (5) year lease, with rentals at \$1.00 per acre, with third year rentals at \$30.00 per acre. As you are aware the State General Land Office is entitled to like amounts of bonus and rentals.

I have enclosed a copy of the original executed lease for the Approval of the General Land Office, as well as a personal check in the amount of \$500.00 for the States processing fee.

If you have any questions please advise. Your prompt and favorable response will be greatly appreciated. Thank you for your time and consideration on this matter.

Respectfully,



Mary Kay Brasuel

Enclosures:

401 11

11. 104

File No. MF 104787
Arthur J. Lees
Date Filed: 11/10/87
Jerry E. Patterson, Commissioner
By [Signature]

RAL REVIEW SHEET

Transaction # 4376

Geologist: R. Widmayer

Lessor: Wolfe, Marsha

Lease Date: 10/12/2004

U: ☐

Lessee: Clay Johnson

Acres: 3475.83

LEASE DESCRIPTION

County	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
CULBERSON	135315	ALL 640 Ac	21	42	00	PUBLIC SCHOOL LAND	4808
CULBERSON	135322	ALL 679 Ac	30	42	00	PUBLIC SCHOOL LAND	4815
CULBERSON	135324	ALL 640 Ac.	32	42	00	PUBLIC SCHOOL LAND	4817
CULBERSON	143850	ALL 640 Ac.	34	42	00	PUBLIC SCHOOL LAND	6353
CULBERSON	135327	ALL 640 Ac.	41	42	00	PUBLIC SCHOOL LAND	4820

TERMS OFFERED

Primary Term: 5 years

Bonus/Acre: \$50.00

Rental/Acre: \$1.00

Royalty: 3/16

TERMS RECOMMENDED

Primary Term: 5 years

Bonus/Acre: \$50.00

Rental/Acre: \$1.00

Royalty: 3/16

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
MF099065	Clay Johnson	2/20/1998	5 years	\$20.00	\$1.00	5/32	Last Lease
MF104095	Clay Johnson	3/17/2004	5 years	\$15.00	\$1.00	3/16	Adjacent SE
MF104081	Douglas W. Ferguson	2/20/2004	5 years	\$22.50	\$1.00	3/16	2 Miles North

Comments: 4th year rental will be \$30.00 per acre.

Approved: PAB 11.3.04

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office

Jerry Patterson, Commissioner

TO: Jerry Patterson, Commissioner
Larry Laine, Chief Clerk
Bill Warnick, General Counsel
Matt Edling, Deputy Commissioner

DATE: 03-Nov-04

FROM: Robert Hatter, Director of Mineral Leasing
Peter Boone, Chief Geologist

Applicant: Clay Johnson

County: CULBERSON

Prim. Term: 5 years

Bonus/Acre

\$50.00

Royalty: 3/16

Rental/Acre

\$1.00

Consideration

Recommended: PAB

Date: 11.3.04

Not Recommended: _____

Comments: 4th year rental will be \$30.00 per acre.

Lease Form

Recommended: BH

Date: 11/08/04

Not Recommended: _____

Comments:

Matt Edling, Deputy Commissioner

Date: 11-18-04

Recommended: me

Not Recommended: _____

Bill Warnick, General Counsel

Date: 12/8/04

Recommended: WTW

Not Recommended: _____

Larry Laine, Chief Clerk

Date: 12/10/04

Approved: JJP

Not Approved: _____

Jerry Patterson, Commissioner

Date: 13 DEC 04

Approved: JJP

Not Approved: _____

2.

File No. MF104787
BAH Review
Date Filed: 11/3/04
Jerry E. Patterson, Commissioner
By [Signature]

Clay Johnson Oil & Gas Properties

203 WEST WALL, SUITE 202* MIDLAND, TEXAS 79701*(432) 684-4110*FAX (432) 684-5166

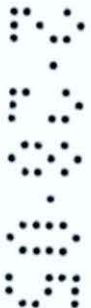


AAPL-CPL

February 24, 2005

General Land Office
Attn: Mr. Drew Reid
Stephen F. Austin Building
1700 North Congress
Austin, TX 78701

Re: Relinquishment Act Oil & Gas Lease
Culberson County, TX



Dear Mr. Reid,

Find enclosed for your files and further handling a certified copy of the original recorded of the following described Oil & Gas Lease:

- 1) Relinquishment Act Oil & Gas Lease dated October 12, 2004 by and between The State of Texas by Ladonna Nevill Walters, Lessor and Clay Johnson, Lessee, covering the W 1/3 of N 3/4 of W/2 of Section 6, E 1/3 of Section 32 & 42, Block 59-6, T&P Ry. Co. Survey, & the W/2 of Section 1, the S/2 of Section 12, & the NE/4 of Section 13, Block 60, Public School Land Survey, Culberson County, Texas;
- 2) Relinquishment Act Oil & Gas Lease dated October 12, 2004 by and between The State of Texas by Ladonna Nevill Walters, Lessor and Clay Johnson, Lessee, covering all of Sections 23, 27, 29, 32, 33, & 42, Block 42, Public School Land Survey, Culberson County, Texas;

Please find Tom Brown, Inc. Check No. 461068 in the amount of \$120,720.13 made payable to Texas General Land Office Commissioner representing payment in full of lease bonus consideration (1/2 due the State of Texas) for the above mentioned Oil & Gas Lease.

- 3) Relinquishment Act Oil & Gas Lease dated October 12, 2004 by and between The State of Texas by Marsha Wolfe, Lessor and Clay Johnson, Lessee, covering all of Sections 21, 30, 32, 34, 41, & 43, Block 42, Public School Land Survey, Culberson County, Texas;
- 4) Relinquishment Act Oil & Gas Lease dated October 12, 2004 by and between The State of Texas by Marsha Wolfe, Lessor and Clay Johnson, Lessee, covering the E 1/3 of N $\frac{3}{4}$ of W/2 of Section 6, W 1/3 of Section 32 & 42, Block 59-6, T&P Ry. Co. Survey, & the E/2 of Section 1, the NW/4 of Section 2, & the NE/4 of Section 14, Block 60, Public School Land Survey, Culberson County, Texas;

Please find Tom Brown, Inc. Check No. 461069 in the amount of \$117,512.63 made payable to Texas General Land Office Commissioner representing payment in full of lease bonus consideration (1/2 due the State of Texas) for the above mentioned Oil & Gas Lease.

- 5) Relinquishment Act Oil & Gas Lease dated October 12, 2004 by and between The State of Texas by Tommie Benge, Lessor and Clay Johnson, Lessee, covering all of Sections 22, 24, 28, 31, 32, & 44, Block 42, Public School Land Survey, Culberson County, Texas;
- 6) Relinquishment Act Oil & Gas Lease dated October 12, 2004 by and between The State of Texas by Tommie Benge, Lessor and Clay Johnson, Lessee, covering the Middle 1/3 of N $\frac{3}{4}$ of W/2 of Section 6, Middle 1/3 of Section 32 & 42, Block 59-6, T&P Ry. Co. Survey, & the NE/4 of Section 2, the W/2 of Section 11, & the NW/4 of Section 13, Block 60, Public School Land Survey, Culberson County, Texas;
- 7) Relinquishment Act Oil & Gas Lease dated October 12, 2004 by and between The State of Texas by Peggy Kelton, Lessor and Clay Johnson, Lessee, covering all of Sections 22, 24, 28, 31, 32, & 44, Block 42, Public School Land Survey, Culberson County, Texas;
- 8) Relinquishment Act Oil & Gas Lease dated October 12, 2004 by and between The State of Texas by Peggy Kelton, Lessor and Clay Johnson, Lessee, covering the Middle 1/3 of N $\frac{3}{4}$ of W/2 of Section 6, Middle 1/3 of Section 32 & 42, Block 59-6, T&P Ry. Co. Survey, & the NE/4 of Section 2, the W/2 of Section 11, & the NW/4 of Section 13, Block 60, Public School Land Survey, Culberson County, Texas;

Please find Tom Brown, Inc. Check No. 461070 in the amount of \$116,937.64 made payable to Texas General Land Office Commissioner representing payment in full of lease bonus consideration (1/2 due the State of Texas) for the above mentioned Oil & Gas Lease.



To cover required filing fees for handling this matter find enclosed Clay Johnson Check No. 7033 in the amount of \$200.00 made payable to General Land Office – State of Texas.

Please acknowledge receipt of this letter and enclosures by signing, dating and returning one (1) copy of this letter in the enclosed self addressed-stamped envelope. If additional information is required, please do not hesitate to contact the undersigned. Thank you for your continued cooperation and courtesy in this matter.

Respectfully,

M.K. Brasuel

Mary Kay Brasuel

RECEIVED THIS _____ DAY OF _____, 2004

COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS

Drew Reid

90-07-7

\$ REMITTANCE DISTRIBUTION - DO NOT FILE \$

Name	Remittance Description					Fiscal Year	Register Number	Amount
	Refer	Type	Mo	Day	Year			
TOM BROWN INC RENTAL VOUCHER (N)	121	C	02	28	2005	2005 7	026377	120,720.13
File Number	GLA		Amount		File Number	GLA		Amount
104789			34,636.88					
104790			86,083.25					
			34,636.88					
104789	3315005		34,636.88					
104790	3315005		86,083.25					

CASH/MM00002

TOM BROWN, INC. ✓
555 17th Street, Suite 1850
Denver, CO 80202-5918

05026378

000016

12/16/04

53881

NO. 461069

VOUCHER	INVOICE #	INVOICE DATE	TOTAL AMOUNT	PRIOR PAYMENTS	NET AMOUNT
12-AP-6212	121504B	12/15/04	117,512.63	0.00	117,512.63
BONUS CONSIDERATION: OIL, GAS & MINERAL LEASE					
TOTAL INVOICES PAID					X 117,512.63
					21



DETACH BEFORE DEPOSITING CHECK

39-823

File No.

MF 109787

~~Letters from~~

Date Filed:

2/28/05

Jerry E. Patterson, Commissioner

By



02058318

2

57649

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 12th day of October, 2004, between the State of Texas, acting by and through its agent, **Marsha Wolfe**, a married woman dealing in her sole and separate property

of HC 73, Box 11, McCamey, Texas 79752

said agent

(Give Permanent Address)

herein referred to as the owner of the soil (whether one or more), and **CLAY JOHNSON**
of 203 W. Wall, Suite 202
Midland, Texas 79701

(Give Permanent Address)

hereinafter called Lessee.

1. GRANTING CLAUSE For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power Stations, telephone lines and other Structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Culberson County, State of Texas, to-wit:

Block 42, Public School Land Survey

Section 21: All
Section 30: All
Section 32: All
Section 34: All
Section 41: All
Section 43: All

Containing 3,902.50 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Eighty-six Thousand Eight Hundred Ninety-five and 75/100-----
Dollars (\$ 86,895.75)

To the owner of the soil: Eighty-six Thousand Eight Hundred Ninety-five and 75/100-----
Dollars (\$ 86,895.75)

Total bonus consideration: One Hundred Seventy-three Thousand Seven Hundred Ninety-one and 50/100-----
Dollars (\$ 173,791.50)

The total bonus consideration paid represents a bonus of Fifty and No/100-----
Dollars (\$ 50.00) per acre, on 3,475.83 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the Bank, at

_____, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: One Thousand Seven Hundred Thirty-seven and 92/100-----
Dollars (\$ 1,737.92 *)

To the State of Texas: One Thousand Seven Hundred Thirty-seven and 92/100-----
Dollars (\$ 1,737.92 *)

Total Rental: Three Thousand Four Hundred Seventy-five and 84/100-----
Dollars (\$ 3,475.84 **)

(* , ** See attached Exhibit "A" for Amended Delay Rental Provision)

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: November 18, 2004



LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

BY Janice R. Galt DEPUTY

50.00.00

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

4. **PRODUCTION ROYALTIES** Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:

(A) **OIL.** Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 3/16ths part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived in writing by the royalty owners upon such terms and conditions as they prescribe.

(B) **NON PROCESSED GAS.** Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 3/16ths part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) **PROCESSED GAS.** Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 3/16ths part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) **OTHER PRODUCTS.** Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 3/16ths part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

5. **MINIMUM ROYALTY.** During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.

6. **ROYALTY IN KIND.** Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or

50.03.3

IF IT BEARS THE SEAL OF THE COUNTY CLERK

ATTEST:



LINDA McDONALD, COUNTY CLERK

ANDERSON COUNTY, TEXAS

BY Andre K. Satterly DEPUTY

negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.

7. **NO DEDUCTIONS.** Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.

8. **PLANT FUEL AND RECYCLED GAS.** No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

9. **ROYALTY PAYMENTS AND REPORTS.** All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that 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, then 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.

10. **(A) RESERVES, CONTRACTS AND OTHER RECORDS.** Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.



A CERTIFIED COPY
OF THE SEAL OF THE COUNTY CLERK
ATTEST: November 18, 2001
LINDA McDONALD, COUNTY CLERK
CHAMBERLAIN COUNTY, TEXAS
BY: [Signature]

11. **DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM.** If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.

12. **DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM.** If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.

13. **CESSATION, DRILLING, AND REWORKING.** If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

14. **SHUT-IN ROYALTIES.** For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

15. **COMPENSATORY ROYALTIES.** If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

IF IT BEARS THE SEAL OF THE COUNTY CLERK

ATTEST:



LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

BY: *Andee B. Sullivan* DEPUTY

16. **RETAINED ACREAGE.** Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) **VERTICAL.** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and right-of-ways for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.

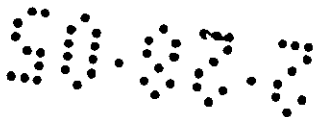
(B) **HORIZONTAL.** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16(A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) **IDENTIFICATION AND FILING.** The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.

17. **OFFSET WELLS.** Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.

18. **FORCE MAJEURE.** If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

19. **WARRANTY CLAUSE.** The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.



IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST:

November 18, 2004



LINDA McDONALD, COUNTY CLERK
CULBERTSON COUNTY, TEXAS

BY: [Signature] DEPUTY

20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

(B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for watertlood operations without the prior consent of the owner of the soil.

22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.

23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.

24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.

25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.

26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee 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 assignee of the lease, including any liabilities to the State for unpaid royalties.

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ATTEST: November 18, 2001
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Michael J. Stultz DEPUTY

(B) **ASSIGNMENT LIMITATION.** Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;
- (5) a partner or employee in a partnership which is the owner of the soil;
- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

28. **RELEASES.** Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.

29. **FILING OF ASSIGNMENTS AND RELEASES.** If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.

30. **DISCLOSURE CLAUSE.** All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.

31. **FIDUCIARY DUTY.** The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.

32. **FORFEITURE.** If Lessee shall fail or refuse to make the payment of any sum within thirty 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, the School Land Board, or the Railroad Commission, or if Lessee should 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 Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the 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 under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder 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.

33. **LIEN.** In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

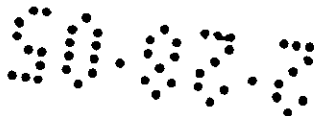
IF IT BEARS THE SEAL OF THE COUNTY CLERK

ATTEST:



LINDA McDONALD, COUNTY CLERK
CAMERON COUNTY, TEXAS

BY Amel P. [Signature] DEPUTY



34. **POOLING.** Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.153. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. **INDEMNITY.** Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

36. **ENVIRONMENTAL HAZARDS.** Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

37. **APPLICABLE LAW.** This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

38. **EXECUTION.** This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

50.07.7

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST November 18, 2007
LINDA McDONALD, COUNTY CLERK
CUMMERSON COUNTY, TEXAS
BY Amber K. Staley DEPUTY

39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

40. See attached Exhibit "A" for additional provisions.

CLAY JOHNSON

Clay Johnson
DATE: 10-7-04

STATE OF TEXAS

BY: Marsha Wolfe
Individually and as agent for the State of Texas
Marsha Wolfe, a married woman dealing in her
sole and separate property

TAX ID NO: [REDACTED]
DATE: 10-14-04

STATE OF TEXAS

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF Midland

Before me, the undersigned authority, on this day personally appeared Clay Johnson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 17 day of October, 2004.

M. R. Broderick
Notary Public in and for the State of TEXAS

STATE OF TEXAS

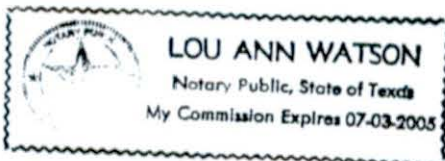
(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF

Before me, the undersigned authority, on this day personally appeared Marsha Wolfe, a married woman dealing in her sole and separate property known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 14th day of October, 2004.

Lou Ann Watson
Notary Public in and for the State of TEXAS



5000000

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: November 18, 2004



LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

BY: Amelia S. [Signature] DEPUTY

EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE
DATED OCTOBER 12, 2004, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND
THROUGH ITS AGENT, MARSHA WOLFE, AS LESSOR, AND CLAY JOHNSON, AS LESSEE

1. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the total depth drilled in any such proration unit. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads, pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above.

In conducting such continuous drilling program, Lessee shall be entitled to accumulate and later use time, if any, saved between wells, beginning with the second well under the continuous drilling program. If one well is commenced sooner than 180 days after the completion of the last preceding well, the portion of the prescribed 180 day period not used may be carried forward and added to the period between subsequent wells.

2. Amended Delay Rental Provision:

*As to any rentals that may be paid on or before the 1st, 2nd and 4th anniversary date.

In the event that delay rentals are paid on or before the 2nd anniversary date (and after the 3rd anniversary date), they shall be payable in the amount of \$1,737.92.

**Except that if delay rentals are paid on or before the 3rd anniversary date (and after the 2nd anniversary date), the total rental paid shall be \$104,274.90.

3. Notwithstanding anything herein to the contrary, Paragraph 5 (minimum royalty) and Paragraph 14 (shut-in royalty) refer to their computation to the delay rentals provided in Paragraph 3 herein. The undersigned do hereby recognize and acknowledge that minimum royalty and shut-in royalties due herein are payable in the amount of \$3,475.84. Of such amount, \$1,737.92 is payable to the owner of the soil as provided herein and \$1,737.92 is payable to the State of Texas as provided herein.



A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK

ATTEST:



NOVEMBER 18, 2004
LINDA McDONALD, COUNTY CLERK
ANDERSON COUNTY, TEXAS

BY: *[Signature]* DEPUTY

File No. MF 108787

Lease

Date Filed: 2/28/05

Jerry E. Patterson, Commissioner

By [Signature]

THE STATE OF TEXAS

I

M. Donald

COUNTY OF CULBERSON

I

Linda ~~McDon~~, Clerk of the County Court in and

for said County and State, do hereby certify that the foregoing is a true and correct copy of Oil & Gas Lease dated October 12

2004

2004 filed for record in my office this 18 day of November, at 10:30 A. M., under Clerk's File No. 57649, to be recorded in the Oil & Gas Records of Culberson County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Van Horn, this 18 day of November, 2004

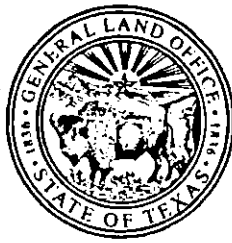
[Signature]

Deputy.

LINDA GRAS, COUNTY CLERK
CULBERSON COUNTY, TEXAS.



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 16, 2005

Attn: Mary Kay Brasuel
Clay Johnson Oil & Gas Properties, Inc.
203 West Wall, Suite 202
Midland, Texas 79701

Re: RELINQUISHMENT ACT LEASE No. M-104787
3,902.50 acres out of Secs. 21, 30, 32, 34, 41 & 43
PSL, Culberson County, Texas

Dear Ms. Brasuel:

The certified copy of the Relinquishment Act lease covering the above referenced tracts has been approved and filed in our records under mineral file number M-104787. Please refer to this number in all future correspondence concerning the lease.

Your remittance of \$87,020.75, has been applied as the state's portion of the cash bonus \$86,895.75, along with a processing and filing fee in the amount of \$125.00. Please let me know if you should have any questions.

Sincerely,

Drew Reid by MS-

Drew Reid
Minerals Leasing
Energy Resources
(512) 475-1534

MS/DR

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

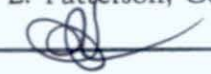
5.

File No. MF104987

JLO Better

Date Filed: 8/16/05

Jerry E. Patterson, Commissioner

By 

PAYMENT IS MADE UNDER INSTRUMENT DESCRIBED BELOW, PLEASE DEPOSIT AMOUNT OF CHECK TO THE CREDIT OF PARTY OR PARTIES NAMED.
DATE, SIGN AND RETURN THIS RECEIPT ON THE DAY YOU RECEIVE IT.
THIS PAYMENT IS MADE IN A MANNER TO CONFORM TO THE TERMS OF THE INSTRUMENT REFERRED TO WHEREIN YOU ARE NAMED DEPOSITORY.

WHEN SIGNED, PLEASE MAIL TO:

RENTAL RECEIPT/
SHUT IN RECEIPT

CITIBANK, DELAWARE
One Penn's Way
New Castle, DE 19720

Page 1 of 1



EnCana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700 (303) 623-2300
Denver, CO 80202

DATE

Sep-12-2005

NO.

684236

LEASE RECORDS ACCOUNT

RENTAL PERIOD

COUNTY	STATE	RECORDED-BOOK PAGE	DATE OF LEASE	MONTHS	FROM	TO
CULBERSON	TEXAS	-	10/12/04	12	10/12/05	10/12/06

LEASE NUMBER	ORIGINAL LESSOR IDENTIFICATION OR LEASE SERIAL NUMBER	PAY EXACTLY
871931.004	MARSHA WOLFE	\$1,631.25

PAY TO THE
ORDER OF

Texas General Land Office
Stephen F. Austin Bldg
1700 N Congress Ave
Austin, TX, 787011495, United States

RECEIVED ON

20

THE AMOUNT SHOWN ABOVE

YOUR COPY

NAME OF BANK, CORPORATION OR INDIVIDUAL

BY

RECEIPT IS HEREBY ACKNOWLEDGED OF THE AMOUNT STATED
WHICH IS IN FULL SETTLEMENT OF RENTAL/SHUT-IN DUE PARTY
NAMED COVERING OUR INTEREST IN OIL AND GAS
LEASE DESCRIBED HEREIN

PAYEE WILL PLEASE DATE, SIGN AND RETURN THIS RECEIPT
BY NEXT MAIL. OFFICERS SIGNING FOR CORPORATIONS WILL
PLEASE GIVE FULL NAME AND TITLE.

TO BE CREDITED TO

RENTAL AMOUNT

BANK

** DELAY RENTALS **

M-104788

Texas General Land Office
Stephen F. Austin Bldg
1700 N Congress Ave
Austin, TEXAS 787011495

TRACT
43958

PUBLIC SCHOOL LAND SURVEY, BLOCK 42
SECTION 21: ALL SECTION 30: ALL
SECTION 34: ALL SECTION 41: ALL
SECTION 43: ALL

\$1,631.25

121

90.12.6

06003375

mf104787

PAYMENT IS MADE UNDER INSTRUMENT DESCRIBED BELOW. PLEASE DEPOSIT AMOUNT OF CHECK TO THE CREDIT OF PARTY OR PARTIES NAMED
DATE, SIGN AND RETURN THIS RECEIPT ON THE DAY YOU RECEIVE IT.
THIS PAYMENT IS MADE IN A MANNER TO CONFORM TO THE TERMS OF THE INSTRUMENT REFERRED TO WHEREIN YOU ARE NAMED DEPOSITORY.

WHEN SIGNED, PLEASE MAIL TO:



EnCana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700 (303) 623-2300
Denver, CO 80202

RENTAL RECEIPT/
SHUT IN RECEIPT

CITIBANK, DELAWARE
One Penn's Way
New Castle, DE 19720

Page 1 of 1

DATE

Sep-12-2005

NO.

684235

LEASE RECORDS ACCOUNT

RENTAL PERIOD

COUNTY	STATE	RECORDED-BOOK PAGE	DATE OF LEASE	MONTHS	FROM	TO
CULBERSON	TEXAS	-	10/12/04	12	10/12/05	10/12/06

LEASE NUMBER	ORIGINAL LESSOR IDENTIFICATION OR LEASE SERIAL NUMBER	PAY EXACTLY
871931.004	MARSHA WOLFE	\$106.66

PAY TO THE
ORDER OF

Texas General Land Office
Stephen F. Austin Bldg
1700 N Congress Ave
Austin, TX, 787011495, United States

RECEIVED ON

THE AMOUNT SHOWN ABOVE

20

YOUR COPY

NAME OF BANK, CORPORATION OR INDIVIDUAL

BY

M-104787

RECEIPT IS HEREBY ACKNOWLEDGED OF THE AMOUNT STATED
WHICH IS IN FULL SETTLEMENT OF RENTAL/SHUT-IN DUE PARTY
NAMED COVERING OUR INTEREST IN OIL AND GAS
LEASE DESCRIBED HEREIN.

PAYEE WILL PLEASE DATE, SIGN AND RETURN THIS RECEIPT
BY NEXT MAIL. OFFICERS SIGNING FOR CORPORATIONS WILL
PLEASE GIVE FULL NAME AND TITLE.

TO BE CREDITED TO

RENTAL AMOUNT

BANK

** DELAY RENTALS **

Texas General Land Office
Stephen F. Austin Bldg
1700 N Congress Ave
Austin, TEXAS 787011495

\$106.66

121

TRACT
43930
BLOCK 42, PUBLIC SCHOOL LAND SURVEY
SECTION 32: ALL

90.12.05

06003376

File No.

MF 104787

Amended Payments

Date Filed: 9/21/05

Jerry E. Patterson, Commissioner

By: [Signature]

2.57.02

UNITED STATES POSTAL SERVICE

MILWAUKEE, ODESSA

TX 797 1 L

52 23 FEB 2007 PM

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Ser



Texas General Land Office

Jerry Patterson, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873

RECEIVED

FEB 26 2007

LINDA ANDERSON

GENERAL LAND OFFICE

711+2873

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mary Kay Beasuel
Clay Johnson Alt Gas
203 West Uebel
Suite 202
Midland, TX

2. Article Number

(Transfer from service label)

7000 0520 0024 5632 9764

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Trace Hopkins

☐ Agent☐ Addressee

B. Received by (Printed Name)

Trace Hopkins

C. Date of Delivery

2/23/03

D. Is delivery address different from item 1?

☒ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7000 0520 0024 5632 9764

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
Here

Recipient's Name (Please Print Clearly) (To be completed by mailer)

Street, Apt. No.; or PO Box No.

City, State, ZIP+ 4

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 20, 2007

Mary Kay Brasuel
Clay Johnson Oil & Gas Properties, Inc.
203 West Wall, Suite 202
Midland, Texas 79701

CERTIFIED MAIL #70000520002456329764

RE: MF-104787
3,902.50 acres out of Secs. 21, 30, 32, 34, 41, & 43
PSL, Culberson County, Texas

Dear Ms. Brasuel:

Our records indicate that the captioned lease has terminated for failure to pay the delay rental due October 12, 2006. If you have any questions regarding this assessment please contact me within 15 days from receipt of this letter.

Any well on this tract should be plugged and abandoned in accordance with Railroad Commission Rules and Regulations. The General Land Office will actively oppose any action to avoid or postpone compliance with these requirements.

Sincerely

Linda Anderson
Oil & Gas Lease Analyst
Mineral Leasing
Energy Resources
(512) 475-1516

LA

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

8.

File No. mf104787

termination letter

Date Filed: 2/20/07

Jerry E. Patterson, Commissioner

By JE

PAYMENT IS MADE UNDER INSTRUMENT DESCRIBED BELOW, PLEASE DEPOSIT AMOUNT OF CHECK TO THE CREDIT OF PARTY OR PARTIES NAMED
DATE, SIGN AND RETURN THIS RECEIPT ON THE DAY YOU RECEIVE IT.
THIS PAYMENT IS MADE IN A MANNER TO CONFORM TO THE TERMS OF THE INSTRUMENT REFERRED TO WHEREIN YOU ARE NAMED DEPOSITORY.

WHEN SIGNED, PLEASE MAIL TO:

RENTAL RECEIPT/
SHUT IN RECEIPT

CITIBANK, DELAWARE
One Penn's Way
New Castle, DE 19720

Page 1 of 1



EnCana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700 (303) 623-2300
Denver, CO 80202

DATE

Sep-11-2006

NO.

174371

LEASE RECORDS ACCOUNT

RENTAL PERIOD

COUNTY	STATE	RECORDED-BOOK PAGE	DATE OF LEASE	MONTHS	FROM	TO
CULBERSON	TEXAS	-	10/12/04	12	10/12/06	10/12/07

LEASE NUMBER	ORIGINAL LESSOR IDENTIFICATION OR LEASE SERIAL NUMBER	PAY EXACTLY
871931.004	MARSHA WOLFE	\$1,737.91

PAY TO THE
ORDER OF

TEXAS GENERAL LAND OFFICE

Stephen F Austin Bldg
1700 N Congress Ave
Austin TX 787011495
United States

RECEIVED ON _____ 20_____
THE AMOUNT SHOWN ABOVE

YOUR COPY

NAME OF BANK, CORPORATION OR INDIVIDUAL

BY _____

RECEIPT IS HEREBY ACKNOWLEDGED OF THE AMOUNT STATED
WHICH IS IN FULL SETTLEMENT OF RENTAL/SHUT-IN DUE PARTY
NAMED COVERING OUR INTEREST IN OIL AND GAS
LEASE DESCRIBED HEREIN.

PAYEE WILL PLEASE DATE, SIGN AND RETURN THIS RECEIPT
BY NEXT MAIL. OFFICERS SIGNING FOR CORPORATIONS WILL
PLEASE GIVE FULL NAME AND TITLE.

TO BE CREDITED TO

RENTAL AMOUNT

BANK

** DELAY RENTALS **

M-104788

Texas General Land Office
Stephen F Austin Bldg
1700 N Congress Ave
Austin, TEXAS 787011495

TRACT

43930

BLOCK 42, PUBLIC SCHOOL LAND SURVEY
SECTION 32: ALL

More Tracts On Lease

\$1,737.91

121

07003653

90-22-8

File No.

MF 104787

RENTAL PAYMENTS

Date Filed:

9/22/06

Jerry E. Patterson, Commissioner

By

8.55.00

PAYMENT IS MADE UNDER INSTRUMENT DESCRIBED BELOW. PLEASE DEPOSIT AMOUNT OF CHECK TO THE CREDIT OF PARTY OR PARTIES NAMED.
DATE, SIGN AND RETURN THIS RECEIPT ON THE DAY YOU RECEIVE IT.
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WHEN SIGNED, PLEASE MAIL TO:



EnCana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700 (303) 623-2300
Denver, CO 80202

RENTAL RECEIPT/
SHUT IN RECEIPT

CITIBANK, DELAWARE
One Penn's Way
New Castle, DE 19720

Page 1 of 1

DATE Sep-10-2007 NO. 294503

LEASE RECORDS ACCOUNT

RENTAL PERIOD

COUNTY	STATE	RECORDED-BOOK PAGE	DATE OF LEASE	MONTHS	FROM	TO
CULBERSON	TEXAS	84-623	10/12/04	24	10/12/07	10/12/09

LEASE NUMBER	ORIGINAL LESSOR IDENTIFICATION OR LEASE SERIAL NUMBER	PAY EXACTLY
871931.004	MARSHA WOLFE	\$52,137.45

PAY TO THE ORDER OF TEXAS GENERAL LAND OFFICE
Stephen F Austin Bldg
1700 N Congress Ave
Austin TX 787011495
United States

RECEIVED ON 20
THE AMOUNT SHOWN ABOVE

YOUR COPY

NAME OF BANK, CORPORATION OR INDIVIDUAL

BY

RECEIPT IS HEREBY ACKNOWLEDGED OF THE AMOUNT STATED
WHICH IS IN FULL SETTLEMENT OF RENTAL/SHUT-IN DUE PARTY
NAMED COVERING OUR INTEREST IN OIL AND GAS
LEASE DESCRIBED HEREIN

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TO BE CREDITED TO

RENTAL AMOUNT

BANK

Mf104787

** DELAY RENTALS **

\$52,137.45

M-104788
3RD YR PYMT
Texas General Land Office
Stephen F Austin Bldg
1700 N Congress Ave
Austin, TEXAS 787011495

TRACT
43930
BLOCK 42, PUBLIC SCHOOL LAND SURVEY
SECTION 32: ALL
More Tracts On Lease

121
08001793

20.57.5

2005.05.05

File No. MF-104787

Deleg Rental

Date Filed: 9/25/2007

Jerry E. Patterson, Commissioner

By JEP

10.



Refund Request Form

Texas General Land Office
Texas Veterans Land Board
P.O. Box 12873
Austin, Texas 78711-2873

Date: 12/10/2008

Comptroller Payee # [REDACTED]

Refund to:

Name: Encana Oil & Gas

If you have questions regarding this refund,
please contact:

Address: Attn: Rick Gallegos
370 17th St., Suite 1700
Denver, CO 80202

Name: _____

Phone Number: _____

Please Type Form

Date Received	Register Number	Amount Refunded	Reason for Refund	Warrant Number
9/25/2007	08001794	\$51,650.45	Terminated lease - MF 104790	
9/30/2008	09001822	\$1,721.67	Terminated lease - MF 104790	
10/23/2005	06007956	\$60.74	Terminated lease - MF 104899	
10/23/2006	07008644	\$60.74	Terminated lease - MF 104899	
10/23/2007	08003976	\$1,331.50	Terminated lease - MF 104899	
10/23/2007	08003977	\$4,743.25	Terminated lease - MF 104899	
10/16/2005	06012448	\$121.46	Terminated lease - MF 104899	
11/21/2006	07013119	\$121.46	Terminated lease - MF 104899	
12/27/2007	08008173	\$55.78	Terminated lease - MF 104899	
11/16/2007	08005582	\$12,084.57	Terminated lease - MF 104899	
12/31/2007	08008650	\$6,473.68	Terminated lease - MF 104899	
For Asset Use:			Data Control Use:	

File # _____

Backed out from Lockasset/LRS: _____

Returned to Lockasset/Added: _____

Date Refund Completed: _____

Control Ledger Entry: _____

Division: _____

Requested by: _____ Date warrant mailed: _____

Supervisor approval: [Signature] 12/12/08 Printed Name: Robert Hatter

Deputy approval*: [Signature] 12/12/08 Printed Name: _____

*Refunds requested for \$1,000.00 or more must have Deputy approval.

Record copy: GLO Receiver

Rev. 6/16/2000



Refund Request Form

Texas General Land Office
Texas Veterans Land Board
P.O. Box 12873
Austin, Texas 78711-2873

Date: 12/10/2008

Comptroller Payee # [REDACTED]

Refund to:

Name: Encana Oil & Gas

If you have questions regarding this refund,
please contact:

Address: Attn: Rick Gallegos
370 17th St., Suite 1700
Denver, CO 80202

Name: Deborah Cantu
Phone Number: 305-8598

Please Type Form

Date Received	Register Number	Amount Refunded	Reason for Refund	Warrant Number
10/17/2005	06007955	\$121.49	Lease terminated - MF 104899	
10/23/2006	07008642	\$121.49	Lease terminated - MF 104899	
10/23/2007	08003978	\$12,149.50	Lease terminated - MF 104899	
10/17/2005	06007957	\$60.74	Lease terminated - MF 104899	
10/23/2006	07008643	\$60.74	Lease terminated - MF 104899	
10/23/2007	08003975	\$6,076.50	Lease terminated - MF 104899	
11/16/2005	06012449	\$174.79	Lease terminated - MF 104899	
11/21/2006	07013118	\$174.79	Lease terminated - MF 104899	
11/16/2007	08005610	\$17,562.35	Lease terminated - MF 104899	
12/14/2005	06016485	\$64.70	Lease terminated - MF 104899	
12/27/2006	07018376	\$64.70	Lease terminated - MF 104899	
For Asset Use:		Data Control Use:		

File # _____

Backed out from Lockasset/LRS: _____

Returned to Lockasset/Added: _____

Date Refund Completed: _____

Control Ledger Entry: _____

Division: _____

Requested by: _____ Date warrant mailed: _____

Supervisor approval: _____ Printed Name: _____

Deputy approval*: _____ Printed Name: _____

**Refunds requested for \$1,000.00 or more must have Deputy approval.*

Record copy: GLO Receiver

Rev. 6/16/2000



Refund Request Form

Texas General Land Office
Texas Veterans Land Board
P.O. Box 12873
Austin, Texas 78711-2873

Date: 12/10/2008

Comptroller Payee # [REDACTED]

Refund to:

Name: Encana Oil & Gas

If you have questions regarding this refund,
please contact:

Address: Attn: Rick Gallegos
370 17th St., Suite 1700
Denver, CO 80202

Name: Deborah Cantu
Phone Number: 305-8598

Please Type Form

Date Received	Register Number	Amount Refunded	Reason for Refund	Warrant Number
10/23/2007	08003979	\$40,000.00	Terminated lease - MF 104931	
9/25/2007	08001802	\$3,405.00	Terminated lease - MF 104222	
9/30/2008	09001875	\$681.00	Terminated lease - MF 104222	
11/16/2005	06012461	\$107.87	Terminated lease - MF 104928C	
11/21/2006	07013084	\$414.50	Terminated lease - MF 104928C	
11/16/2007	08005587	\$9,169.38	Terminated lease - MF 104928C	
11/16/2005	06012462	\$107.87	Terminated lease - MF 104928D	
11/21/2006	07013083	\$27.87	Terminated lease - MF 104928D	
11/16/2007	08005588	\$9,169.38	Terminated lease - MF 104928D	
11/21/2006	07013099	\$1,269.68	Terminated lease - MF 104984	
11/16/2007	08005606	\$1,269.68	Terminated lease - MF 104984	
For Asset Use:			Data Control Use:	

File # See above.

Backed out from Lockasset/LRS: _____
Returned to Lockasset/Added: _____
Date Refund Completed: _____
Control Ledger Entry: _____

Division: Energy Resources

Requested by: Deborah Cantu Date warrant mailed: _____

Supervisor approval: _____ Printed Name: Robert Hatter

Deputy approval*: _____ Printed Name: C. Louis Renaud

**Refunds requested for \$1,000.00 or more must have Deputy approval.*

Record copy: GLO Receiver

Rev. 6/16/2000



Refund Request Form

Texas General Land Office
Texas Veterans Land Board
P.O. Box 12873
Austin, Texas 78711-2873

Date: 12/10/2008

Comptroller Payee # [REDACTED]

Refund to:

Name: Encana Oil & Gas

If you have questions regarding this refund,
please contact:

Address: Attn: Rick Gallegos
370 17th St., Suite 1700
Denver, CO 80202

Name: Deborah Cantu
Phone Number: 305-8598

Please Type Form

Date Received	Register Number	Amount Refunded	Reason for Refund	Warrant Number
10/17/2005	06007949	\$981.49	Terminated lease MF - 104533A	
10/23/2006	07008636	\$981.49	Terminated lease MF - 104533A	
10/23/2007	08003984	\$196,298.50	Terminated lease MF - 104533A	
9/21/2005	06003375	\$1,631.25	Terminated lease MF - 104787	
9/21/2005	06003376	\$106.66	Terminated lease MF - 104787	
9/22/2006	07003653	\$1,737.91	Terminated lease MF - 104787	
9/25/2007	08001793	\$52,137.45	Terminated lease MF - 104787	
9/30/2008	09001823	\$1,737.92	Terminated lease MF - 104787	
9/21/2005	06003377	\$807.50	Terminated lease MF - 104790	
9/21/2005	06003378	\$53.34	Terminated lease MF - 104790	
9/22/2006	07003654	\$1,721.67	Terminated lease MF - 104790	
For Asset Use			Data Control Use	

File # _____

Backed out from Lockasset/LRS: _____

Returned to Lockasset/Added: _____

Date Refund Completed: _____

Control Ledger Entry: _____

Division: _____

Requested by: _____ Date warrant mailed: _____

Supervisor approval: _____ Printed Name: _____

Deputy approval*: _____ Printed Name: _____

**Refunds requested for \$1,000.00 or more must have Deputy approval.*

Record copy: GLO Receiver

Rev. 6/16/2000

PAYMENT IS MADE UNDER INSTRUMENT DESCRIBED BELOW. PLEASE DEPOSIT AMOUNT OF CHECK TO THE CREDIT OF PARTY OR PARTIES NAMED.
DATE, SIGN AND RETURN THIS RECEIPT ON THE DAY YOU RECEIVE IT.
THIS PAYMENT IS MADE IN A MANNER TO CONFORM TO THE TERMS OF THE INSTRUMENT REFERRED TO WHEREIN YOU ARE NAMED DEPOSITORY.

WHEN SIGNED, PLEASE MAIL TO:

RENTAL RECEIPT/
SHUT IN RECEIPT

CITIBANK, DELAWARE
One Penn's Way
New Castle, DE 19720

Page 1 of 1



EnCana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700 (303) 623-2300
Denver, CO 80202

DATE Sep-08-2008

NO. 415676

LEASE RECORDS ACCOUNT

RENTAL PERIOD

COUNTY	STATE	RECORDED-BOOK PAGE	DATE OF LEASE	MONTHS	FROM	TO
CULBERSON	TEXAS	84-623	10/12/04	12	10/12/08	10/12/09

LEASE NUMBER	ORIGINAL LESSOR IDENTIFICATION OR LEASE SERIAL NUMBER	PAY EXACTLY
871931.004	MARSHA WOLFE	\$1,737.92

PAY TO THE
ORDER OF

TEXAS GENERAL LAND OFFICE
Stephen F Austin Bldg
1700 N Congress Ave
Austin TX 787011495
United States

RECEIVED ON 20
THE AMOUNT SHOWN ABOVE

YOUR COPY

NAME OF BANK, CORPORATION OR INDIVIDUAL

BY

RECEIPT IS HEREBY ACKNOWLEDGED OF THE AMOUNT STATED
WHICH IS IN FULL SETTLEMENT OF RENTAL/SHUT-IN DUE PARTY
NAMED COVERING OUR INTEREST IN OIL AND GAS
LEASE DESCRIBED HEREIN

PAYEE WILL PLEASE DATE, SIGN AND RETURN THIS RECEIPT
BY NEXT MAIL. OFFICERS SIGNING FOR CORPORATIONS WILL
PLEASE GIVE FULL NAME AND TITLE

TO BE CREDITED TO

RENTAL AMOUNT

BANK

M-104787

** DELAY RENTALS **

Texas General Land Office
Stephen F Austin Bldg
1700 N Congress Ave
Austin, TEXAS 787011495

\$1,737.92

TRACT
43930
BLOCK 42, PUBLIC SCHOOL LAND SURVEY
SECTION 32: ALL
More Tracts On Lease

121

09001823

00.00.8



EnCana Oil & Gas (USA) Inc.

370 17th Street
Suite 1700
Denver, CO 80202

tel: (303) 623-2300
fax: (303) 623-2400
www.encana.com

November 5, 2008

Texas General Land Office
1700 North Congress Ave., Suite 640
Austin, TX 78701-1495

Attention: Deborah Cantu

Re: Rental Refund Request
Culberson, Hudspeth and Reeves Counties, Texas

Dear Ms. Cantu:

Further to our conversations regarding improperly paid rental payments, attached for your review are spreadsheets for each lease that outlines the date of the first under paid rental payment and all rental payments tendered subsequent to the first under paid rental payment. As discussed in our conversation, EnCana Oil & Gas (USA) Inc. ("EnCana") would prefer an arrangement wherein EnCana reimburses the Texas General Land Office ("GLO") for the under paid rental payments in exchange for having the leases reinstated by the GLO. However, if reinstatement of the leases is not a viable alternative, EnCana respectfully requests that the under paid rental payments and all rental payments tendered subsequent thereto be refunded to EnCana within sixty days or receipt of this letter.

Below is a summary on a lease by lease basis of the total refund being requested by EnCana:

<u>GLO Lease #</u>	<u>Refund Requested</u>
M-104787 (Marsha Wolfe)	\$55,613.27
M-104533 (Robert A. Welch Foundation)	\$198,261.48
M-104899 (Dan C. Smith III Lvng. Trst)	\$12,392.48
M-104899 (William Randall Smith)	\$6,196.23
M-104899 (Stevens C. Smith)	\$6,197.98
M-104928 (Vester Eugene Jones)	\$9,424.12
M-104924 (George Snyder, Agent)	\$26,573.71
M-104899 (Mary Alice Nelson Hendrix)	\$12,140.35
M-104899 (Henry Jonas III)	\$17,911.77
M-104928 (Edward R. Jones, Agent)	\$9,691.75
M-104927 (W.F. Jones Trust Et Al)	\$175,685.62
M-104985 (Glen G. Gilmore)	\$2,539.36



EnCana Oil & Gas (USA) Inc.

370 17th Street
Suite 1700
Denver, CO 80202

tel: (303) 623-2300
fax: (303) 623-2400
www.encana.com

M-104931	\$40,000.00
M-104899 (Robert Edwin Irvin)	\$6,603.08
M-104222	\$4,086.00
Total:	\$583,317.20

Please send the refund payment to the undersigned at the letterhead address. EnCana's tax ID number is 98-0087558.

Should you have any questions regarding this matter or require additional information, please call me at 720-876-5865. Thank you for your cooperation in this matter.

Regards,
EnCana Oil & Gas (USA) Inc

Rick Gallegos
Team Lead Land, Southern Rockies Business Unit

Enclosures

Lease Date	Lease #	Check #	Date Cleared	Rent Actually Paid	Rental Due Per Lease	Payee	Date Lost	Comments
10/12/2004	M-104787 Marsha Wolfe (871931.004)	684235	September 22, 2005	\$106.66		Texas General Land Office	2005	2005 penny short on GLO payment; 2006 penny short on GLO payment; 2007 paid correctly
		684236	September 22, 2005	\$1,631.25	\$1,737.92	Texas General Land Office		
		174371	September 25, 2006	\$1,737.91	\$1,737.92	Texas General Land Office		
		294503	September 26, 2007	\$52,137.45	\$52,137.45	Texas General Land Office		
				\$55,613.27				

Requested Money From GLO = \$55,613.27

File No. ME 104787

Refund

Date Filed: 12/10/00

Jerry E. Patterson, Commissioner

By QJ



EnCana Oil & Gas (USA) Inc.

370 17th Street
Suite 1700
Denver, CO 80202

tel: (303) 623-2300
fax: (303) 623-2400
www.encana.com

June 24, 2009

Texas General Land Office

Attention: Energy Resources
Stephen F. Austin Bldg.
1700 North Congress Ave.
Austin, TX 78701

Re: Releases
Culberson County, Texas

Ladies and Gentlemen:

Find enclosed for your files and further handling a Certified and recorded copy of the following described Oil and Gas Release:

- 1) Relinquishment Act Oil and Gas lease, agent Ladonna Nevill Walters dated 10/12/2004, release filed with Culberson County. 104 790 T
- 2) Relinquishment Act Oil and Gas lease, agent Marsha Wolfe dated 10/12/2004, release filed with Culberson County. 104787 T
- 3) Relinquishment Act Oil and Gas lease, agent Dan A. Hughes et al dated 11/1/2004, release filed with Culberson County. 104931 T
- 4) Relinquishment Act Oil and Gas lease, agent Wm. Randall Smith dated 11/16/2004, release filed with Culberson County. 104899
- 5) Relinquishment Act Oil and Gas lease, agent Dan C. Smith dated 11/16/2004, release filed with Culberson County. 104899
- 6) Relinquishment Act Oil and Gas lease, agent Stevens C. Smith Jr., dated 11/16/2004, release filed with Culberson County. 104899
- 7) Relinquishment Act Oil and Gas lease, agent The Robert A. Welch Foundation dated 11/22/2004, release filed with Culberson County. 104533
- 8) Relinquishment Act Oil and Gas lease, agent Henry Jonas III dated 12/3/2004, release filed with Culberson County. 104899E
- 9) Relinquishment Act Oil and Gas lease, agent Mary Alice Hendrix dated 12/3/2004, release filed with Culberson County. 104899 F
- 10) Relinquishment Act Oil and Gas lease, agent George Snyder dated 12/17/2004, release filed with Culberson County. 104924
- 11) Relinquishment Act Oil and Gas lease, agent Vester Eugene Jones dated 12/17/2004, release filed with Culberson County. 104928

- 12) Relinquishment Act Oil and Gas lease, agent Edward R. Jones dated 12/17/2004, release filed with Culberson County. 10492B
- 13) Relinquishment Act Oil and Gas lease, agent Cole Thomson dated 1/3/2005, release filed with Culberson County. 104899M
- 14) Relinquishment Act Oil and Gas lease, agent Trinity Episcopal Church dated 1/7/2005, release filed with Culberson County. 104899N
- 15) Relinquishment Act Oil and Gas lease, agent Nell F. Cox dated 1/8/2005, release filed with Culberson County. 104899P
- 16) Relinquishment Act Oil and Gas lease, agent Wilson Wainright, Successor Independent Executor of the Estate of Alzina Mather Oberwetter dated 1/8/2005, release filed with Culberson County. 104899O
- 17) Relinquishment Act Oil and Gas lease, agent Charles R. Rullman dated 1/10/2005, release filed with Culberson County. 104899Q
- 18) Relinquishment Act Oil and Gas lease, agent William Marsh Rice University dated 1/10/2005, release filed with Culberson County. 104899S
- 19) Relinquishment Act Oil and Gas lease, agent Katherine B. McDermott dated 1/10/2005, release filed with Culberson County. 104899R
- 20) Relinquishment Act Oil and Gas lease, agent Douglas Webster Jackson dated 1/19/2005, release filed with Culberson County. 104899U
- 21) Relinquishment Act Oil and Gas lease, agent Susan Lynn Jackson dated 1/19/2005, release filed with Culberson County. 104899T
- 22) Relinquishment Act Oil and Gas lease, agent Gregory James Jackson dated 1/19/2005, release filed with Culberson County. 104899V
- 23) Relinquishment Act Oil and Gas lease, agent Jeannett Jackson Hunnicut dated 1/25/2005, release filed with Culberson County. 104899CC
- 24) Relinquishment Act Oil and Gas lease, agent David J. Irvin dated 1/31/2005, release filed with Culberson County. 104899EE
- 25) Relinquishment Act Oil and Gas lease, agent Anna Lou Heineman dated 1/31/2005, release filed with Culberson County. 104899DD
- 26) Relinquishment Act Oil and Gas lease, agent Robert Edwin Irvin dated 1/31/2005, release filed with Culberson County. 104899FF
- 27) Relinquishment Act Oil and Gas lease, agent Dan W. Jackson III dated 2/4/2005, release filed with Culberson County. 104899MM
- 28) Relinquishment Act Oil and Gas lease, agent Rebecca J. Cook dated 1/31/2005, release filed with Culberson County. 104899II
- 29) Relinquishment Act Oil and Gas lease, agent Janet J. Wittler dated 1/31/2005, release filed with Culberson County. 104899HH
- 30) Relinquishment Act Oil and Gas lease, agent Clifford Andrew Jackson dated 1/25/2005, release filed with Culberson County. 104899AA
- 31) Relinquishment Act Oil and Gas lease, agent Lester Housh Jackson dated 1/25/2005, release filed with Culberson County. 104899BB
- 32) Relinquishment Act Oil and Gas lease, agent Betty Lou Fields dated 1/31/2005, release filed with Culberson County. 104899GG
- 33) Relinquishment Act Oil and Gas lease, agent Marion Lou Fields dated 1/31/2005, release filed with Culberson County. 104899JJ
- 34) Relinquishment Act Oil and Gas lease, agent The Retrieve Company dated 1/4/2005, release filed with Culberson County. -

ENCANA.

EnCana Oil & Gas (USA) Inc.

- 35) State of Texas Oil and Gas lease M-104222 dated 10/19/2004, release filed with T Culberson County.
- 36) State of Texas Oil and Gas lease M-104552 dated 1/8/2005, release filed with T Culberson County.

To cover the required filing fees for handling this matter find enclosed an EnCana Oil & Gas (USA) Inc. check made payable to the order of Texas General Land Office Commissioner in the amount of \$900.00.

Please acknowledge receipt of this release by signing, dating and returning one copy of this letter in the self addressed-stamped envelope provided.

Thank you for your assistance in this matter, and should you have any questions or require additional information, please call me at 720-876-5755.

Regards,
EnCana Oil & Gas (USA) Inc.



Jessica Keller
Land Analyst, Southern Rockies Business Unit

Enclosures

RECEIVED THIS _____ DAY OF _____, 2009

COMMISSIONER OF THE GENERAL LAND OFFICE
STATE OF TEXAS

ENERGY RESOURCES

12.

File No. MF104787

Letter for Release

Date Filed: 6/30/09

Jerry Patterson, Commissioner

By 

104787

STATE OF TEXAS

§

64411

COUNTY OF CULBERSON

§

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That EnCana OIL & GAS (USA) INC., 370 17th Street Suite 1700, Denver, Colorado 80202, is the owner of that certain oil and gas lease dated October 12, 2004 by and between the State of Texas, acting by and through its agent, Marsha Wolfe of HC 73, Box 11, McCamey, Texas 79752, said agent herein referred to as the owner of the soil (hereinafter called "Lessor") and Clay Johnson, whose address is 203 W. Wall, Suite 202, Midland, Texas 79701 (hereinafter called "Lessee"), recorded in Volume 84, Page 623 of the Official Records of Culberson County, Texas, and hereinafter referred to as "said lease" covering the following described tracts of land.

PSL Survey, Block 42, Section 21: ALL, Section 30: ALL, Section 32: ALL, Section 34: ALL, Section 41: ALL, Section 43: ALL. Containing 3,902.50 Gross Acres, more or less.

NOW THEREFORE, for good and valuable consideration, the undersigned Lessee does hereby RELEASE, RELINQUISH AND SURRENDER to the Lessor named therein, his heirs, successors and assigns, all of its right, title and interest in and to the said lease.

IN WITNESS WHEREOF this instrument is executed this 26th day of March, 2009.

ENCANA OIL & GAS (USA), INC.

By

Ricardo D. Gallegos

DRG

STATE OF COLORADO}

}SS

COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 26th day of March, 2009 by Ricardo D. Gallegos, Attorney-in-Fact for EnCana Oil & Gas (USA), Inc..

WITNESS my hand and official seal.

My commission expires: 6/23/09

Diane K. Weber
Notary Public

Lease No. 871931, 004
My Commission Expires 06/23/2009

00-00-9

64411

FILED FOR RECORD

AT 11:00 O'CLOCK A M
ON THE 17th DAY OF April
A.D., 2009

STATE OF TEXAS
COUNTY OF CULBERSON

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 019695 Records
of Culberson County, Texas.



Linda McDonald
COUNTY CLERK
CULBERSON COUNTY, TEXAS

Linda McDonald
COUNTY CLERK, CULBERSON COUNTY, TEXAS

BY Alicia C. Uuor
DEPUTY

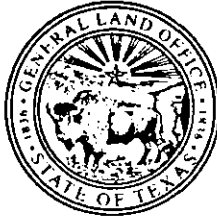
VOL. 98 PAGE 695
RECORDED April 28, 2009

13.

File No. MF104787
Release
Date Filed: 6/30/09
Jerry Patterson, Commissioner
By [Signature]

0.00.03

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 7, 2009

Ms. Jessie Keller
Encana Oil & Gas (USA), Inc.
370 17th Street, Suite 1700
Denver, CO 80202

RE: Release of State of Texas Leases – MF 104787

Dear Ms. Keller,

The General Land Office received the following instruments on June 30, 2009. Said instruments are filed in the mineral file numbers as stated above.

The release is dated March 26, 2009 recorded in Culberson Co., as instrument # 64411 Your filing fee of \$25.00 has been noted in the files. Should you have any questions, please feel free to call me.

Best regards,

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521

14.

File No. MF 106787
9210 letters
Date Filed: 8/7/09
Jerry Patterson, Commissioner
By [Signature]