

MF109129

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF109129	65-902205		TARRANT

<i>Survey</i>	TARRANT COUNTY ROADS	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	2.4	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
0	0	
<i>Name</i>	HOLLIS R. SULLIVAN, INC.	
<i>Lease Date</i>	7/1/2008	
<i>Primary Term</i>	2 yrs	
<i>Bonus (\$)</i>	\$6,240.00	
<i>Rental (\$)</i>	\$0.00	
<i>Lease Royalty</i>	0.2500	

*Leasing:* BB

*Analyst:* \_\_\_\_\_

*Maps:* \_\_\_\_\_

*GIS:* 76



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# The State of Texas

HROW Lease  
Revised 8/06



## Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. (109129)  
GENERAL LAND OFFICE  
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Hollis R. Sullivan, Inc.**, whose address is **PO Box 9289, Wichita Falls, TX 76308** hereinafter called "Lessee".

1. Lessor, in consideration of **Six Thousand Two Hundred Forty 00/100 (\$6,240.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant** State of Texas, and is described as follows:

**2.4 acres** of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **2.4 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. **PRIMARY TERM:** This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **two years, from July 1st, 2008** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. **ROYALTIES:** As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 25.00**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

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, the 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. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee 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 transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

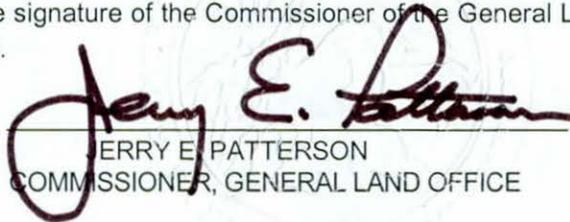
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) 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, or 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 this lease is pooled or assigned and the unit designation or 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. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under 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.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

  
JERRY E. PATTERSON  
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: De

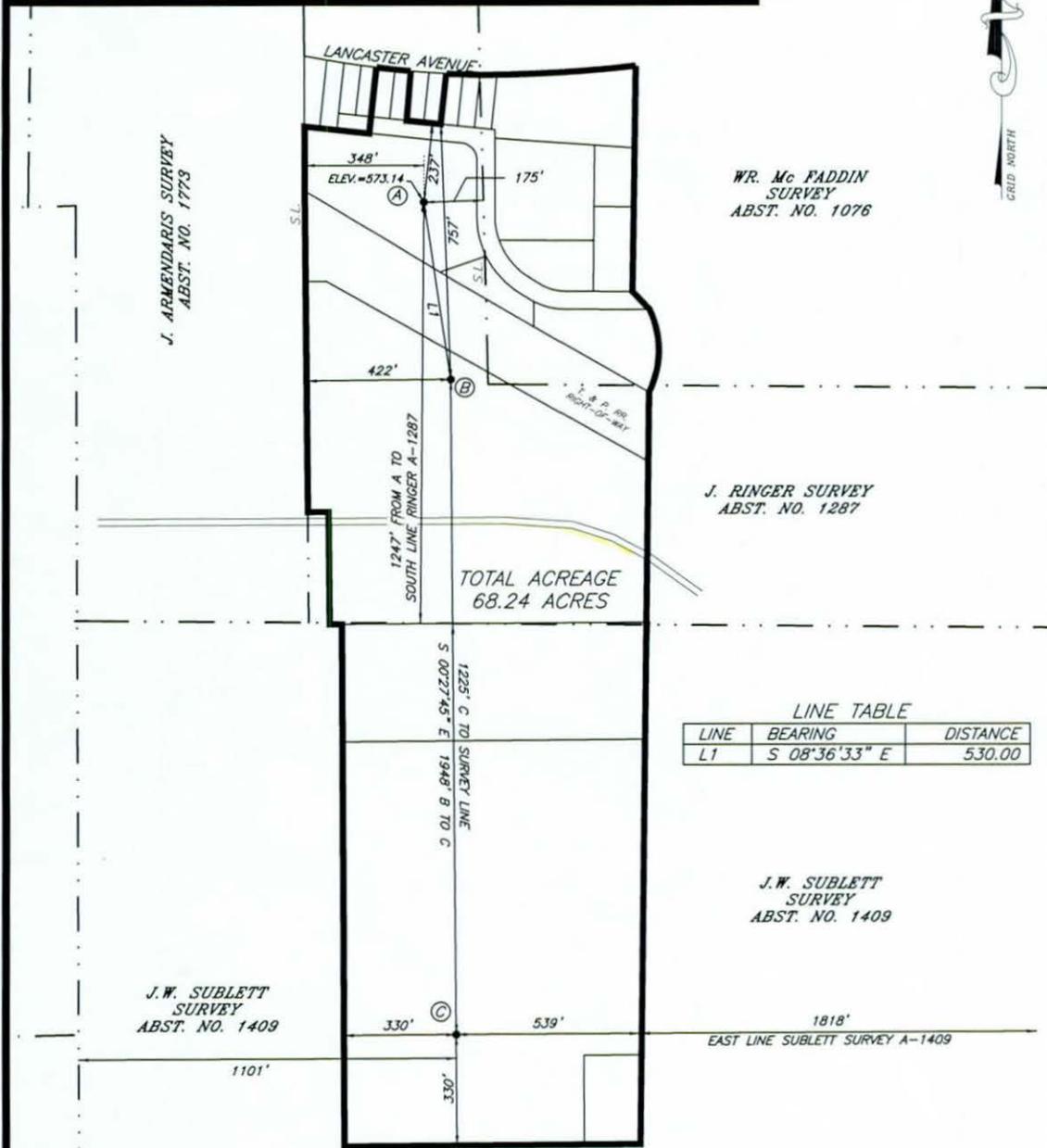
DC: CLP

CC: [Signature]

## **Exhibit "A"**

2.4 acres of land, more or less, located in the J. Ringer Survey, A-1287, Tarrant County, Texas being more particularly described in that certain Warranty Deed dated November 5, 1928 from Texas Woman's College to The City of Fort Worth, recorded in Volume 1038, Page 399 Official Public Records of Tarrant County, Texas.

- (A) SURFACE HOLE LOCATION X=2067702, Y=389967
- (B) POINT OF PENETRATION X=2067777, Y=389442
- (C) BOTTOM HOLE X=2067774, Y=387494



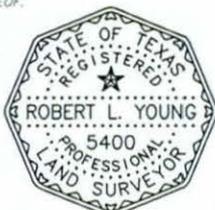
NOTES:

- 1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (NORTH CENTRAL ZONE) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON MONUMENT PARKPORT (Y=6,956,782.72, X=2,219,909.25)
- 2.) LATITUDE & LONGITUDE ARE NAD 83 GEOGRAPHIC.
- 3.) ALL LEASE & TRACT INFORMATION SHOWN HEREON IS DONE SO BY DEED RECORD INFORMATION ONLY AND THE UNDERSIGNED SURVEYOR DOES NOT WARRANT TO THE ACCURACY THEREOF.

I HEREBY STATE THAT THIS PLAT SHOWS THE PROPOSED PIPELINE LOCATION AS STAKED ON THE GROUND.

*Robert L. Young*

ROBERT L. YOUNG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS #5400



SHEET 2 OF 3

REVISION-01-25-08-MISC EDITS-CJ

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9601 CAMP BOWIE WEST, FORT WORTH, TEXAS, 76116  
PHONE: (817) 292 - 7600 FAX: (817) 292 - 7601  
WWW.YOUNGANDASSOCIATES.BIZ

A PRELIMINARY PLAT FOR  
HOLLIS R. SULLIVAN  
RAM LEASE  
SITUATED IN THE  
J. ARMENDARIS SURVEY, A-1773  
W.R. McFADDIN SURVEY, A-1287  
J. RINGER SURVEY, A-1287  
AND THE  
J.W. SUBLETT SURVEY, A-1409  
TARRANT COUNTY, TEXAS

Surveyed by: DB/JE	File Name: 0709018.DWG
Drawn by: GG	Completion Date: 01-23-08
Checked by: JP	Scale: 1" = 400'

JOB #: 0709018

1.  
File No. MF 109129

*Dease*

Date Filed: 5/9/08  
Jerry Patterson, Commissioner

By *[Signature]*

109129

2 3 00

NORWOOD LAND SERVICES, LLC

05/08/2008

Commissioner of the General Land Office

ROW Ram Prospect, Tarrant Co., TX

5624  
6,433.60

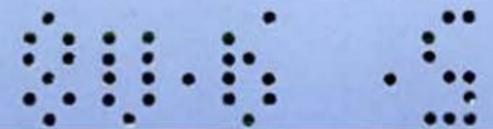
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*att.  
Dei*

Frost -- Operating

ROW, Tarrant Co., Texas



6,433.60

**N**  
**Norwood Land Services, LLC**

6421 Camp Bowie Boulevard Suite 401  
Fort Worth, Texas 76116  
Office: 817-735-9823 Fax: 817-731-7661

May 08, 2008

**Texas General Land Office**

**Attn: Drew Reid**  
**1700 N. Congress Ave., Suite 600**  
**Austin, TX 78701**

**Re: Vickery Boulevard, Fort Worth, Texas**

Mr. Reid,

Have Money  
Have Desc.  
Have Plat

2,600.00  
1/4  
2 yr Paid up  
Shut in ~~2.4~~  
2.4 ~~2.4~~

Norwood Land Services, LLC is obtaining Oil, Gas and Mineral Leases on behalf of Hollis R. Sullivan, Inc. and is interested in leasing the land conveyed in the Warranty Deed referenced in the Official Public Records of Tarrant County, Volume 1038 Page 388. Hollis R. Sullivan, Inc. has obtained the lease surrounding the area of Vickery Boulevard of which said area totals 2.4 acres of land. The highest paid bonus is recorded at \$2,600.00 an acre and the highest royalty payment is 25%. The total amount paid to the state will be \$6,433.60. The bonus ( $\$2,600 \times 2.4 = \$6,240$ ) + Sales Tax ( $\$6,240 \times 1.5\% = \$93.60$ ) + \$100 processing fee. Enclosed is the necessary documentation to process the agreement.

The adjacent Mineral Owner contact is Texas Wesleyan University general non profit specialty assets investment agency Attn: Melody A. Martinez P.O. Box 2605, Fort Worth, TX 76113.

If you would like to discuss any information with me or have any other questions or concerns please do not hesitate to contact me at (817) 735-9823, or by email at [pgreathouse@norwoodland.com](mailto:pgreathouse@norwoodland.com).

Sincerely,

Patrick Greathouse  
Norwood Land Services, LLC  
817-735-9823  
817-731-7661 fax  
Email: [pgreathouse@norwoodland.com](mailto:pgreathouse@norwoodland.com)



2.

File No. MF 109/89

Dr. J. J. ...

Date Filed: 5/9/08

Jerry Patterson, Commissioner

By [Signature]

2. 3. 08

E.S. JOHNSON SURVEY  
ABST. NO. 852

E.M. DAGGETT SURVEY  
ABST. NO. 431

W. MANN SURVEY  
ABST. NO. 996

J. VINRIPER SURVEY  
ABST. NO. 1590

J. RINGER SURVEY  
ABST. NO. 1286

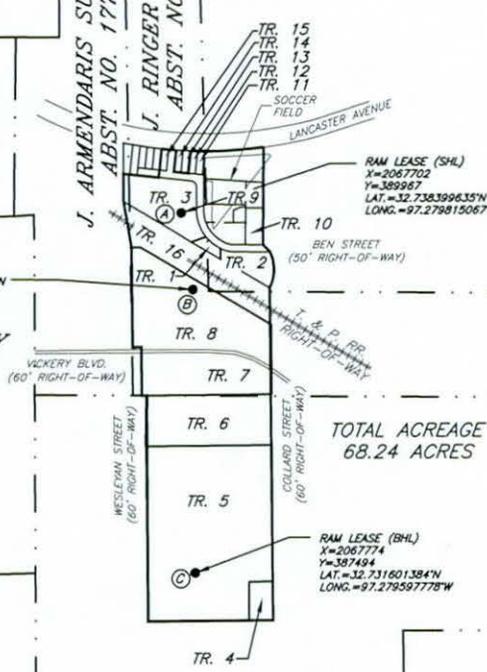
M. & W. SURVEY  
ABST. NO. 1113

WR. Mc FADDIN SURVEY  
ABST. NO. 1076

J. ARMENDARIS SURVEY  
ABST. NO. 1773

J. RINGER SURVEY  
ABST. NO. 1287

P. ANDERSON SURVEY  
ABST. NO. 32



RAM LEASE (SHL)  
X=2067702  
Y=389967  
LAT.=32.738399635°N  
LONG.=97.279815067°W

RAM LEASE (SHL)  
X=2067774  
Y=387494  
LAT.=32.731601384°N  
LONG.=97.278597778°W

TOTAL ACREAGE  
68.24 ACRES



NOTES:

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STATE OF TEXAS #5400



SHEET 1 OF 3

REVISION-01-25-08-MISC EDITS-CJ

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PHONE: (817) 292 - 7600 FAX: (817) 292 - 7601  
WWW.YOUNGANDASSOCIATES.BIZ

A PRELIMINARY PLAT FOR  
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SITUATED IN THE  
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AND THE  
J.W. SUBLETT SURVEY, A-1409  
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Surveyed by: DB/JE	File Name: 0709018.DWG
Drawn by: GG	Completion Date: 01-23-08
Checked by: JP	Scale: 1" = 1000'

JOB #: 0709018

3.

File No. MF 109129

Map  
Date Filed: 4/9/08  
Jerry Patterson, Commissioner

By [Signature]

2  
3  
4  
5



4.

File No. MF 109129

Affidavit

Date Filed: 9/9/08

Jerry Patterson, Commissioner

By [Signature]



...shall be deemed and constitute a separate and distinct offense  
SECTION IV.  
The holding or adjudication of any section, portion, clause or part hereof to be invalid shall not affect the validity of any other section, portion, clause or part hereof, but all such sections, portions, clauses and parts hereof shall be and remain valid.

SECTION V.  
This ordinance shall become effective and shall be in full force and effect from and after the date published as required by law.

I, I.L. Van Zandt, Jr., City Secretary Treasurer, of the City of Fort Worth, Texas, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No 1544 adopted by the City Council at a regular meeting held the 14th day of November, A D 1928.  
(L.S.)

FILED FOR RECORD NOV 20, 1928 AT 3:25 P.M.  
RECORDED NOV 22, 1928 AT 11:00 A.M. #40291

I.L. VAN ZANDT JR., CITY  
SECRETARY TREASURER.

*Walter Schwalbe* DEPUTY

CHESTER HOLLIS COUNTY CLERK  
TARRANT COUNTY, TEXAS.

J.W.

TEXAS WOMAN'S COLLEGE  
TO: WMR DEED  
CITY OF FT WORTH  
THE STATE OF TEXAS  
COUNTY OF TARRANT  
KNOW ALL MEN BY THESE PRESENTS:

That the Texas Woman's College of FortWorth, Texas a corporation, existing under and by virtue of the laws of the State of Texas, pursuant to a resolution duly and legally passed by the Executive Committee of the Board of Trustees of said College, in consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid and other valuable consideration paid by the City of Fort Worth, a municipal corporation of Tarrant County, Texas the receipt of which is hereby acknowledged; and in further consideration of the agreement of the City of Fort Worth, in the acceptance of this deed to lay out and build , grade, gravel and curb in a good first class workmanlike manner and hereafter to maintain in first class condition, a modern, high class Street and boulevard as an extension and widening of Vickery Boulevard (or King's Highway) across the property belonging to grantor, treating the gravel with a coat of asphalt when the same shall have become settled and ready to receive such treatment; and in further consideration that the said City of Fort Worth will indemnify and save harmless the grantor herein, its successors and assigns, of and from any costs, charge or expenditure, incident to the paving of said street, for a period of Ten years from and after this date, during which said period, if the same shall be paved, such paving shall be laid at the sole cost and expense of the said City of Fort Worth, but with the agreement that if paved after said period of Ten years , same shall be done at the cost of the then owners of the property abutting upon said thoroughfare ;

HAVE GRANTED, SOLD AND CONVEYED, and do hereby grant, sell and convey unto the said City of Fort Worth, all that certain lot, tract or parcel of land situated in Tarrant County, Texas viz: A parcel of land out of the John Ringer Survey situated in the City of Fort Worth, Tarrant County, Texas, for the purpose of extending Vickery Boulevard and widening of same, more fully described as follows: Beginning at a point, the intersection of the North line of Vickery Boulevard (King's Highway) and the East line of Annie Street; Thence West along the North line of Vickery Boulevard 60 ft. to a point; Thence North 20 ft. to a point; Thence East 675 ft. to the P O. of a 22 degree 30 minute curve left; Thence along said curve 230 ft. to the P T of curve. Thence North 31 degrees 0 minutes East 60 ft. to a point in the South right of way line of the Texas & Pacific Railroad; Thence South 59 degrees 0 minutes East along right of way fence 65 ft. to a point in the West line of Collard Street; Thence South along the West line of Collard Street 460. ft. to a point 20 ft. North of the Northwest corner of Avenue "A" and Collard Street; Thence in a Westerly direction along a 22 degree 30 minute curve to the left, 400 ft. to the P T of said curve; Thence West along the South line of Vickery Boulevard produced 650. ft. to a point in the East line of Annis Street; Thence North along the East line of Annis Street 60 ft. to the place of beginning, said parcel of land containing approximately 2.4 acres.

TO HAVE AND TO HOLD the above described property unto the said City of Fort Worth forever Title to the aforesaid tract of land being hereby conveyed with special warranty, the above named grantor merely warranting the title as against all persons claiming, by, through or under it and not otherwise.

IN TESTIMONY WHEREOF, the grantor has caused these presents to be executed for and in its behalf. acting by and through its duly authorized Chairman of its Board of Trustees, and attested by affixing its Corporate Seal hereto, on this the 5th day of November A D 1928.

ATTEST:  
P.G. DEDMON SECRETARY.  
(L.S.)

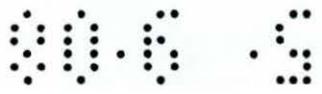
TEXAS WOMAN'S COLLEGE  
BY I.H. BURNEY VICE CHAIRMAN,  
BOARD OF TRUSTEES.

THE STATE OF TEXAS  
COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared I H Burney, Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 5th day of November, A D 1928.

10381391



BY Nolan Schoeder DEPUTY

J.W.

10 FT WORTH LAND CO |  
TR. EXT AGR. | THE STATE OF TEXAS |  
WEST TEX CONST CO | COUNTY OF TARRANT |

THIS AGREEMENT made and entered into this, the 14th day of November, 1928, by and between West Texas Construction Company, a corporation, having an office in the City of Fort Worth, Tarrant County, Texas, Party of the First Part, and South Fort Worth Land Company, a corporation, having its Principal office in said City and County, Party of the Second Part,

WITNESSETH:

WHEREAS, heretofore, the City of Fort Worth, in Tarrant County, Texas, has by ordinance duly passed on the 1st, day of May, 1928, and by proceedings theretofore taken and had, caused to be assessed against the hereinafter described lots and parcels of land and in favor of West Texas Construction Company certain sums of money on account of the improvement of a portion of Evans Avenue in said City and County, and fixed a lien in favor of the West Texas Construction Company on each lot or parcel of land to secure only the sum, together with interest thereon, and any attorney's fees or costs of collection, if incurred, in connection with such sum, and chargeable to and assessed against the particular lot or parcel of land as shown in the hereinafter set forth schedule, the descriptions of the several lots and parcels of land, with the amounts assessed against the respective parcels, being as herein set forth, to wit;

LOT NO	BLOCK NO.	ADDITION	FEET	ASSESSED	CREDIT	AMOUNT.
30	15	Ryan Southeast	120	\$840.40	\$247.64	\$592.76.
14	27	Revision of Blk. 27 Ryan Southeast	120	\$840.40	\$247.64	\$592.76
15	14	Revision of Blk. 14 Ryan Southeast.	120	\$840.40	\$247.64	\$592.76

and-

WHEREAS, said assessments mature in installments and upon terms as provided in such ordinance and proceedings, and the said South Fort Worth Land Company desires an extension of the time of payment of said several sums so that the same, subject to the terms of this instrument, shall be and become due and payable on or before the 30th day of October, 1933;

NOW, THEREFORE, the said South Fort Worth Land Company does hereby acknowledge that said sums of money are duly and justly owing by it to said West Texas Construction Company, and each sum as heretofore set forth is secured by a good, valid and subsisting lien or liens on the lot or parcel of land opposite the description of which the sum is set forth, and it is hereby agreed by and between said parties that the time of payment of said sums, and each of them shall be, and is hereby, extended to the 30th day of October, 1933, and in consideration of such extension said South Fort Worth Land Company does hereby agree to pay said sums of money, together with interest on each of such sums from the 30th day of October, 1928, and until paid, at the rate of 8% per annum, the interest payable semi annually on or before the 30th day of April, and the 30th day of October, in each year.

And the said South Fort Worth Land Company does further agree that in the event of its failure for ten days to pay any semi annual installment of interest on any one of said sums, then, at the option of said West Texas Construction Company, or other holder or owner of such indebtedness, the principal sum on which there has been such failure to pay interest shall immediately become due and payable, and the lien securing the same may be forthwith foreclosed, and same shall be collected, together with reasonable attorney's fees and costs of collection on such if incurred.

Said South Fort Worth Land Company hereby reserves the right to pay at any time the sum, together with interest then accrued, and to gether with any attorney's fees or costs of collection which may have been incurred thereon and assessed against and secured by a lien on any lot or parcel of land as aforesaid, and upon the payment of the sum constituting a lien on any particular lot or parcel of land, together with interest and such attorney's fees and costs thereon, the lien upon such lot or parcel shall be discharged.

It is expressly stipulated that the liens hereby agreed to and hereby fixed are separate and distinct upon each parcel of land, and the gross amount of the sums above set forth does not constitute a lien or charge upon all the lots and parcels of land, but each parcel is charged with a lien only for the sum set opposite the description of such parcel, together with any attorney's fees or costs of collection which may be incurred thereon, or in connection therewith.

It is further expressly agreed that the lien hereby agreed to and fixed upon one parcel of land or upon any parcel may be foreclosed without the necessity of bringing suit or foreclosing lien upon any other parcel, and successive foreclosures may be had and successive suits instituted, all in the manner and to the same extent as if entirely separate agreements had been executed with reference to each parcel of land and the sums hereby fixed as a lien thereon.

It is further expressly stipulated that in the event any parcel of land above described is sold or conveyed by South Fort Worth Land Company before the maturity of the indebtedness as herein extended, then and thereupon the sum hereby fixed and agreed upon as a lien upon such lot or parcel so sold or conveyed shall thereupon, at the option of West Texas Construction Company, or its assigns, be and become immediately due and payable, and shall be collectible, together with interest, reasonable attorney's fees, and costs of collection, if incurred thereon,



5.

File No. MF-109129

[Signature]

Date Filed: 9/9/08

Jerry Patterson, Commissioner

By [Signature]



PAID-UP  
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of May, 2006, by and between the undersigned parties designated as Lessor on the signature page of this Lease (such parties are hereafter called "Lessor") and the undersigned parties designated as Lessee on the signature page of this Lease (such parties are hereafter called "Lessee").

1. **Grant of Interest/Description.** Lessor, in consideration of a cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee hereinafter contained, hereby grants, leases, and lets exclusively unto Lessee for the sole purpose of exploring for, drilling, operating, and producing oil and/or gas and of laying pipelines, temporarily storing oil, building tanks (but not tank farms), power stations, telephone lines, roads and structures thereon necessary to produce, save, care for, treat and transport the oil and/or gas produced from the land leased hereunder, the following described land situated in Tarrant County, State of Texas (sometimes referred to hereinafter as the "leased premises") to wit:

**LEGAL DESCRIPTION**  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

For the purposes of calculating any delay rental or shut-in royalty payments as provided herein, the leased premises shall be deemed to contain 79.7247 acres, regardless of whether it actually contains more or less.

2. **Term.** Subject to the provisions hereinafter contained, this Lease shall be for a term of two (2) years from this date (called "primary term"), and so long thereafter as oil and gas, or either of them, is produced in paying quantities from the leased premises or lands with which the leased premises are pooled pursuant to the provisions of this Lease, or operations are conducted as hereinafter provided. Upon the termination or any partial termination of this Lease, Lessee shall prepare, execute and deliver to Lessor a recordable release of such acreage in accordance with Section 21 of this Lease.

At the expiration of the primary term, this Lease shall automatically terminate as to all lands except those included in a governmental proration unit attributable to a well then producing oil and/or gas in paying quantities unless operations are then being conducted in accordance with the Continuous Development provisions of Section 4 below or the Additional Drilling or Reworking provisions of Section 5 below, in which case the terms of Sections 4 and 5 shall control.

If at the expiration of one (1) year after the end of the primary term, this Lease is perpetuated by production of oil and/or gas in paying quantities, then, with respect to each governmental proration unit on the leased premises or lands pooled therewith, this Lease shall automatically terminate as to all rights granted by this Lease below 100 feet below the deepest depth from which oil and/or gas is then being produced. Provided, however, if at the expiration of one (1) year after the end of the primary term, Lessee is engaged in drilling an additional well or wells pursuant to the provisions of Section 4 of this Lease, then this Lease shall not terminate with respect to the depths described in this paragraph so long as development continues in accordance with the terms of Section 4 of this Lease. Furthermore, if at the expiration of one (1) year after the end of the primary term, Lessee is engaged in deepening an existing well, then for purposes of this paragraph only, the deepening of an existing well will be considered a continuous development operation under Section 4 of this Lease, and so long as Lessee continues developing the leased premises in accordance with the terms of Section 4, the rights to the depths described in this paragraph will not terminate.

If at any time after the expiration of the primary term, any governmental proration unit assigned to a well should be reduced in size, then the Lessee shall have sixty (60) days to commence the drilling of another well or wells as described in Section 4 of this Lease, or this Lease shall automatically terminate with regard to the acreage no longer contained within the applicable proration unit. If at any time after one (1) year after the expiration of the primary term, should the deepest producing horizon attributable to any governmental proration unit on this Lease cease to produce, then Lessee shall have sixty (60) days to begin either deepening that well or commencing the drilling of another well or wells on that proration unit in accordance with the provisions of Section 4 of this Lease, or this Lease, insofar as it covers such proration unit, shall automatically terminate with regard to all depths below 100 feet below the deepest depth from which oil and/or gas is then being produced.

To the extent that any part of this Lease remains in effect, then Lessee shall retain such easements across the terminated portions of the Lease as shall be reasonably necessary for ingress and egress to enable Lessee to develop and operate the remaining portion of this Lease. Lessee shall not be required to remove or relocate any pipelines, tanks, separators, or other equipment or machinery used in connection with production on the portion of this Lease that remains in effect.

3. **Delay Rentals.** If actual drilling is not commenced on the leased premises or on any lands pooled therewith on or before twelve (12) months from the date of this Lease, this Lease shall automatically terminate, unless on or before such anniversary date Lessee shall pay to Lessor, the sum of (0 Dollars) this is a paid-up lease (hereinafter called "rental") which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner, and upon like payments annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment of rentals may be made by the check of Lessee delivered to Lessor or to said bank on or before such date of payment. If the rental is not paid on or before the date it is due, then this Lease will automatically terminate. Upon termination, Lessee shall prepare, execute and deliver to Lessor a recordable release covering the leased premises in accordance with Section 21 of this Lease. Lessee may at any time or times execute and deliver to Lessor or to the depository above, a release or releases of this Lease as to all or any part of the leased premises, and thereby be relieved of all obligations as to the released land or interest, except for the indemnification obligations described in Sections 22 and 26 and the plugging obligations in Section 28 of this Lease. If a portion of the lands covered by this Lease is released, the rentals and shut-in royalty payments computed in accordance therewith shall be reduced by the proportion that the number of surface acres within such released portion bears to the total number of surface acres which were covered by this Lease immediately prior to such release. The bonus paid hereunder is consideration for this Lease and not rental for a period.

4. **Continuous Development.** Upon the completion of any well as a well capable of producing oil or gas in paying quantities or as a dry hole (completion being the release of the completion rig, or if the well is a dry hole, the release of the drilling rig), Lessee shall, within one hundred eighty (180) days thereafter, commence the drilling of another well or wells on the leased premises (commencement being the actual spudding of the succeeding well), or, if it be within the primary term, Lessee shall commence or resume the payment of delay rentals for all acreage not otherwise being maintained under the provisions of this Lease, within one hundred eighty (180) days from the date of completion and abandonment of said dry hole or holes or the cessation of production. Thereafter, in order to maintain this Lease in full force and effect, Lessee shall be obligated to conduct continuous drilling operations with no more than 180 days elapsing between the completion of one well and the commencement of drilling of another well. Failure to commence such additional well or wells within the time herein provided, or failure to resume the payment of delay rentals within the time herein provided, shall terminate this Lease ipso facto as to all lands except those included within the surface boundaries of any governmental proration unit otherwise being maintained under the provisions of this Lease. Nothing herein shall be construed to limit or modify Lessee's obligation to drill any offset wells provided for herein.

5. **Additional Drilling or Reworking.** If, at the expiration of the primary term, oil and/or gas are being produced in paying quantities, but production thereafter ceases from any cause, this Lease shall not terminate as to the governmental proration unit attributable to the well or wells affected thereby if Lessee commences reworking or additional actual drilling within sixty (60) days thereafter, and such reworking or additional drilling is diligently prosecuted with no cessation of more than sixty (60) consecutive days, and production in paying quantities thereafter resumes.

If, at the expiration of the primary term oil and/or gas are not then being produced from any well or wells on the leased premises or any lands pooled therewith, but Lessee is then engaged in operations (as defined hereinafter) on any such well or wells, this Lease shall remain in force for so long as such operations are diligently prosecuted with no cessation of more than sixty (60) consecutive days between such cessation and the resumption of such operations. If such operations result in the production of oil or gas in paying quantities, this Lease shall not terminate as to the governmental proration unit attributable to the well or wells then producing oil or gas in such quantities; but this Lease shall terminate as to all other acreage unless Lessee shall have commenced drilling a new well or wells in accordance with the Continuous Development provisions of Section 4 of this Lease.

After recording return to:

Hollis R. Sullivan, Inc.  
P.O. Box 9289  
Wichita Falls, Texas 76308



TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS  
SUZANNE HENDERSON, COUNTY CLERK



Wherever used in this Lease the word "operations" shall mean operations for and any of the following: actual drilling, testing, completing, sidetracking, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas in paying quantities.

6. **Royalties.** As royalty, Lessee covenants and agrees:

A. **Oil** To deliver free of cost to Lessor at the wells or to the credit of Lessor at the pipeline to which the wells may be connected,  $\frac{1}{4}$  of all oil and other liquid hydrocarbons (recovered or separated on the leased premises) produced and saved from the leased premises or lands pooled therewith; or, at the Lessor's option, which may be exercised from time to time, Lessee shall pay to Lessor the same percentage of the market value at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing in the area on the day such oil and other hydrocarbons are run from the lease stock tanks in the field, which means the general area in which the land covered by this Lease is located; provided however, there shall be no deduction from the value of Lessor's royalty by reason of any processing, treatment, trucking, transportation or other cost to market such oil and other liquid hydrocarbons.

B. **Gas** To pay the Lessor:

i) On gas produced from the leased premises or lands pooled therewith which is processed in a processing plant in which Lessee or any parent or subsidiary of Lessee has a direct or indirect interest, Lessor shall receive the higher of a)  $\frac{1}{4}$  of the market value of such gas at the inlet to the processing plant, or b)  $\frac{1}{4}$  of the market value of all processed liquids saved from said gas at the plant, plus  $\frac{1}{4}$  of the market value of all residue gas at the point of sale, use or other disposition.

ii) On gas produced from the leased premises or lands pooled therewith, which is processed in facilities other than a processing plant in which Lessee or any parent or subsidiary of Lessee has a direct or indirect interest, Lessor shall receive  $\frac{1}{4}$  of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to such gas, plus  $\frac{1}{4}$  of the market value of all residue gas at the point of sale, use or other disposition.

iii) On all gas produced from the leased premises or lands pooled therewith, and sold by Lessee or used on or off the leased premises, but not including gas reinjected under a pressure maintenance program, and to which the preceding subparagraphs (i) and (ii) above do not apply, Lessor shall receive  $\frac{1}{4}$  of the market value at the point of sale, use or other disposition of all such gas. On any gas paid for but not taken pursuant to a gas contract containing a take-or-pay clause or similar provision, Lessor shall receive its proportionate share of such payment; provided, however, if such gas is subsequently taken, Lessor shall only receive its proportionate share of any payments made for make-up gas taken pursuant to such take-or-pay clause or similar provision.

C. The market value of all gas shall be determined at the specified location and by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of all royalty under this Lease shall never be less than the total proceeds received by Lessee in connection with the sale, use or other disposition of oil or gas produced or sold from the leased premises. If Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, the proportionate part of such reimbursement amount shall be added to the total proceeds received by Lessee for purposes of this subsection. If Lessee realizes proceeds of production after deduction for any expenses of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage or marketing, prior to the point of sale then the proportionate part of such deductions shall be added to the total proceeds received by Lessee for purposes of this subparagraph.

D. Notwithstanding anything to the contrary, Lessor's royalty shall never bear, either directly or indirectly, any part of the costs or expenses incurred prior to the point of sale of production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage or marketing of the oil or gas produced from the leased premises or lands pooled therewith, nor any part of the costs of construction, operation or depreciation of any plant or other facilities or equipment used in the handling of oil or gas produced from the leased premises or lands pooled therewith. Royalty shall be payable on oil, gas and other products produced from the leased premises or lands pooled therewith and consumed by Lessee on the leased premises or lands pooled therewith, whether for compression, dehydration, fuel or other uses, but not including gas reinjected under a pressure maintenance program.

E. If the gas produced from the leased premises is sold by Lessee pursuant to an arms-length contract with a purchaser which is not an affiliate of Lessee, and the contract provides for (i) net proceeds to be paid to Lessee which equal or exceed the market value of the gas at the point of delivery to such purchaser at the time such contract is entered into, and (ii) a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to such contract shall be the total proceeds received by Lessee in such sale, subject to the provisions of Subsection 6(C) above. "Affiliate" as herein used means (i) another corporation, joint venture, partnership, or other entity which owns more than ten percent (10%) of the outstanding voting securities or interest of Lessee or in which Lessee owns more than ten percent (10%) of the outstanding voting securities or interest; or (ii) another corporation, joint venture, partnership, or other entity in which, together with Lessee, more than ten percent (10%) of the outstanding voting securities or interest of both Lessee and such other corporation, joint venture, partnership, or other entity are owned or controlled by the same persons or group of persons.

7. **Payment of Royalties.** With respect to each well on the leased premises or on land pooled therewith, initial royalty payments for oil and/or gas shall be made on or before the end of the third calendar month following the month of first production. Thereafter, all royalties which are required to be paid hereunder to Lessor shall be due and payable in the following manner: Royalty on oil shall be due and payable on or before the end of the first calendar month following the month of production, and royalty on gas shall be due and payable on or before the end of the second calendar month following the month of production. Each royalty payment shall be accompanied by a check stub, schedule, summary or remittance advice identifying the Lease and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas. A copy of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts shall be delivered to Lessor within thirty (30) days after entering into or making such contracts, agreements or amendments. The books, accounts and all other records pertaining to production, transportation, sale and marketing of oil or gas from the leased premises shall at any time during normal business hours be subject to inspection and examination by Lessor. If payments to be made by Lessee to Lessor are not made when due for whatever reason, the unpaid portion shall bear interest at the lower of the prime rate at Chase Bank, Texas N.A. plus 2%, or the highest rate allowed by law. If Lessee is in default hereunder and this matter is turned over to an attorney for collection, or is collected by suit, Lessee agrees to pay all attorney fees incurred by Lessor. Payments may be remitted to Lessor annually for the aggregate of up to twelve months' accumulation of proceeds if the total amount owed is \$25.00 or less.

8. **Limitation to Oil and Gas.** This Lease is intended to cover only oil and gas, but some other substances (including helium and sulphur) may be produced necessarily with and incidental to the production of oil or gas from the leased premises; and, in such event, this Lease shall also cover all such other substances so produced. On all such substances so produced under and by virtue of the terms of this Lease, Lessor shall receive a royalty of  $\frac{1}{4}$  of all such substances so produced and saved, same to be delivered to Lessor, free of all costs; or, at Lessor's election, Lessor's  $\frac{1}{4}$  of such substances shall be sold by Lessee with Lessee's portion of such substances and at the same profit realized by Lessee for its portion of such substances.

9. **Gas Contracts.** Lessee agrees that it will not enter into any contracts for the sale of production from this Lease which shall extend more than three (3) years from the effective date of such contract, unless such contract has adequate provisions for redetermination of price at least every three (3) years to assure the production from this Lease is not being sold for less than the then current fair market value of the production being sold.

10. **Separation of Liquids.** All gas produced from the leased premises or lands pooled therewith shall, before the same is sold or used for any purpose or is transported from the leased premises or pooled unit, be passed through a mechanical separator system situated on the leased premises or on any lands pooled therewith, designed and operated to effect the maximum economical recovery of liquid hydrocarbons therefrom. All condensate, distillate, natural gasoline, kerosene, and all other liquid hydrocarbons and mixtures thereof produced with gas from the leased



premises or lands pooled therewith and separated from such shall be considered oil for all purposes of Subsection 6(A) above.

**11. Right to Take Production in Kind.** Lessor shall always have the right, at any time and from time to time, upon reasonable written notice to Lessee, to take Lessor's share of oil, gas and processed liquids in kind. Lessor may elect to take Lessor's gas in kind at the well, or at the point of delivery where Lessee delivers Lessee's gas to any third party. If gas is processed, Lessor may elect to take Lessor's share of the residue gas attributable to production from the leased premises, at the same point of delivery where Lessee receives its share of residue gas or has its share of residue gas delivered to a third party. Lessor may elect to have its royalty share of processed liquids stored in tanks at the plant or delivered into pipelines on the same basis as Lessee's share of liquids is stored or delivered. Lessor shall reimburse Lessee for all reasonable costs incurred by Lessee in installing, operating or maintaining additional facilities necessary for Lessor's royalty gas and processed liquids to be separately metered, accounted for, and delivered to a third party, but Lessor shall not be charged for any expense in the production, gathering, dehydration, separation, compression, transportation, treatment, processing or storage of Lessor's share of gas and processed liquids along with Lessee's share of gas and processed liquids.

**12. Shut-in Payments.** While there is a well on the leased premises or lands pooled therewith capable of producing gas in paying quantities but the production thereof is shut-in, shut-down or suspended for lack of a market, available pipeline, or because of government restrictions or, if it is economically inadvisable for both the Lessor and Lessee to sell gas for a time as evidenced by a written agreement signed by both parties, then, and in any such event, Lessee may pay as shut-in royalty on or before ninety (90) days after the date on which (1) production from any such well is shut-in, shut-down or suspended; or (2) this Lease is no longer maintained by compliance with one of the other preservation provisions hereof, whichever is the later date, and thereafter at annual intervals the sum of Ten Dollars (\$10.00) per net mineral acre per proration unit per well, or Fifty Dollars (\$50.00) per well whichever is greater, for each and every shut-in, shut-down or suspended well. If such payment is made in accordance with the terms hereof, this Lease shall not terminate, but shall continue in force for a period of one (1) year from the date of making such shut-in payment (subject to the exceptions set out hereafter) and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this Lease, it being understood and agreed that such payment shall be in lieu of and excuse the payment of the annual delay rentals which may have otherwise accrued and become payable under the terms and provisions hereof. Provided, however, in no event shall shut-in well payments maintain this Lease in force for a period exceeding two (2) years past the date of the first shut-in period, or two (2) years past the primary term of this lease, whichever is longer. Any shut-in royalty payment shall not be a credit against production nor be credited with prior production royalty. In the event that production is begun or resumed during the year following the payment of a shut-in royalty payment and is subsequently shut-in, during such year the second annual shut-in payment shall be due and payable on the anniversary date of the first payment. If there is production on such first anniversary date and the well is subsequently shut-in, shut-down or suspended, then the second shut-in payment shall be made on or before ninety (90) days after such new shut-in date or the Lease shall terminate. Notwithstanding anything to the contrary set out above, should the shut-in period extend beyond the expiration of the primary term such shut-in provision will maintain the rights granted by this Lease only to the producing units and horizons of such gas well(s) as if they were producing gas in paying quantities pursuant to Section 2 above. Should such shut-in royalty payments not be made in a timely manner as provided for above, then, in that event, it shall be considered for all purposes that there is no production of gas from any such well or wells and, unless this Lease is being maintained by any other preservation provision hereof, this Lease shall terminate automatically at midnight on the last day provided for the payment of such shut-in royalties, and Lessee shall thereupon furnish to Lessor a release of all of its interest in and to this Lease as provided in Section 21. Notwithstanding anything to the contrary set out above, should Lessee be entitled to pay shut-in royalty payments on more than one well or unit on or pooled with this Lease, then Lessee's failure to make such shut-in royalty payment on one well or unit for which Lessee has not executed a release in accordance with the terms of Section 21 of this Lease, shall be deemed a failure to timely make all shut-in royalty payments permitted hereunder and this Lease shall automatically terminate except as to all or any portion of this Lease which is maintained by any other provision hereof.

**13. Pooling.** Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus and acreage tolerance of ten percent (10%) of forty (40) acres of oil, for a well located on the leased premises or pooled with other leases as set forth above which may be drilled horizontally, the retained producing unit shall consist of the additional acreage assignment for fields with a density greater than 40 acres or number of acres allowed by, provided for or established for the drilling of a horizontal drainhole wells in Statewide Rule 86, as promulgated by the Texas Railroad Commission for a horizontal well producing unit for gas. The term horizontally drilled for all purposes of this Lease, shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least 100 feet. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need to conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this Lease, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this Lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of this Lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, there shall be allocated to the land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this Lease. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" shall mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

**14. Assignability.** The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that any such assignment by Lessee shall require the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor's consent to any assignment shall not constitute consent to any other assignment. Any assignment made without Lessor's consent shall be void and shall constitute a material breach of this Lease. Lessee shall furnish Lessor a copy of any assignment made pursuant to this section, with the recording data reflected thereon (if recorded). Assignment of this Lease or any part thereof shall not relieve Lessee, its assignees, or any subassignees of any obligations hereunder, theretofore accrued or to accrue in the future; and any assignee of Lessee shall, by acceptance of such assignment, be bound by all terms and provisions hereof. The term "assignment" as used herein, shall include, without limitation, any sublease, farmout, operating agreement, pooling agreement, unitization agreement, or any other agreement by which any share of the operating rights granted by this Lease are assigned or conveyed, or agreed to be assigned or conveyed, to any other party. If Lessee fails to furnish Lessor a copy of any assignment complying with the requirements of this section within thirty (30) days after Lessor's demand therefore, then Lessee shall pay Lessor an amount equal to Five Dollars (\$5.00) per acre per day for each acre of the leased premises that has been assigned, beginning with the 30th day after the date of Lessor's request and continuing until such assignment has been executed and delivered to Lessor. It is agreed that actual damages to Lessor for Lessee's failure to deliver such assignment are difficult to ascertain with any certainty, and that the payments herein provided are a reasonable estimate of such damages and shall be considered liquidated damages and not a penalty.

No change or division in ownership of the leased premises, rentals or royalties however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee, nor shall any such change or division be binding upon Lessee for any purpose until the person acquiring any interest has furnished Lessee with a certified copy of the instrument or instruments constituting his chain of title from Lessor. In the event of an assignment of this Lease to a segregated portion of the leased premises, the delay rentals payable hereunder shall be apportioned as between the

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ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS  
SUZANNE HENDERSON, COUNTY CLERK



several leasehold owners ratably according to the surface area owned by each. If Lessee or any assignee of a segregated part or parts hereof shall fail or make default in the payment of the proportional part of the delay rentals due from such Lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this Lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said delay rental and comply with all other provisions hereof.

15. **Duty to Develop.** The drilling of a well or wells within the broad language of this Lease shall not be construed as an agreement or construction on the part of Lessor that such drilling would constitute reasonable development of the leased premises, and Lessee agrees to drill any and all wells on the leased premises, or such portion or portions thereof as may be in force from time to time, as may be necessary to reasonably explore and develop the same for the production of oil and gas. In the event a well or wells producing oil or gas should be brought in on adjacent land and draining the leased premises, Lessee agrees to drill such offset wells as a reasonable prudent operator would drill under the same or similar circumstances. If oil and/or gas are discovered on the land covered by this Lease, or on land pooled therewith, Lessee agrees to further develop said land covered by this Lease as a reasonable prudent operator would under the same or similar circumstances.

16. **Damages and Restoration.** If Lessor is also the owner of the surface, then Lessee shall pay Lessor for all damages and losses caused by operations hereunder to timber, permanent pastures, livestock, growing crops, fences, water and irrigation wells, including but not limited to damages for roads, locations, pipelines, etc. on or across the lands and to any physical structures on the land caused by any and all operations under this Lease. Damages will be the greater of the market value or replacement cost of the item diminished or destroyed or the normal amount for damages in the area for like items. Lessee will restore the land to its former condition as nearly as possible after the completion and after the plugging and abandonment of each well, and after the abandonment of this Lease. In addition, and not in lieu of recompense provided elsewhere in this Section 16, at least ten (10) days prior to the drilling of any well on the leased premises, Lessee shall pay Lessor \$N/A for every well location. At least ten (10) days prior to any road or pipeline construction, Lessee shall pay Lessor \$10.00 per rod of such road or pipeline.

17. **Water.** Lessee shall have the free use of water from the leased premises except fresh water from Lessor's wells, tanks, creeks, rivers, streams and springs, for all operations solely on the leased premises, provided that no surface water or underground fresh water from this Lease will be used for water flood or pressure maintenance purposes. Lessee shall comply with all applicable rules in disposition (by reinjection or otherwise) of salt water, brine or other fluids utilized in or resulting from operations, and shall not cause or permit any such substances to damage or pollute the surface of the leased premises or any fresh water sands lying thereunder. Lessee agrees to pay \$2,500.00 per well location for water (subject to availability of water to purchase) for each well drilled on the leased premises. If Lessee elects to drill a water well on the leased premises, when Lessee's need for same has ceased, upon Lessor's written request, said water well will be assigned to Lessor.

18. **Division Order Title Opinions.** If a well is a producer, Lessee shall automatically deliver to Lessor a copy of any Division Order title opinions and any revisions or supplements thereto within thirty (30) days of receipt of same by Lessee.

19. **Notifications Required.** Lessee shall advise Lessor in writing of the location of each well to be drilled upon the leased premises or on land pooled therewith on or before seven (7) days after commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of each well drilled on the leased premises or on land pooled therewith (such notice shall include furnishing Lessor a copy of the applicable completion or plugging report filed with any governmental or regulatory agency) within thirty (30) days after completion or abandonment. As to any well drilled under the provisions of this Lease, Lessor, or Lessor's representatives, or any one or more of the same, shall have access to such well and upon request shall be furnished with copies of daily drilling reports. Such reports and information shall be furnished within seven (7) days after the same are obtained or compiled by Lessee. In addition, Lessee shall upon written request furnish Lessor within thirty (30) days from the date of the request or thirty (30) days from the date that the data is received by Lessee:

A. Plats or maps showing the location of the well on this Lease or lands pooled therewith.

B. The details of any drillstem tests taken in said well, and the results of any core analysis or analyses which shall be run on any cores taken while drilling said well.

C. Upon commencement of any drilling or reworking operations on this Lease or lands pooled therewith with copies of all reports filed with the appropriate governmental authority or other governmental agency having jurisdiction in connection with such operation.

D. Upon completion of any drilling or reworking operations on this Lease or lands pooled therewith, with copies of all logs run in such well and copies of core or other type of formation analysis subject to a confidentiality obligation on Lessor's part if filed as confidential with the appropriate governmental authority.

E. A summary report, to be made annually on the anniversary date of this Lease and commencing upon the expiration of the primary term of this Lease, to include (1) lease number assigned by the Railroad Commission; (2) on the reporting date the number of producing wells and the number of wells not producing but not plugged; (3) the number of wells that were plugged during the previous twelve (12) months, and (4) a map denoting the location of each of these wells on the leased premises.

F. It is understood and agreed that all information provided Lessor herein is proprietary and is to be held in confidence. If Lessee fails to comply with any of the provisions of this Section 19, then Lessee shall pay Lessor an amount equal to fifty dollars (\$50.00) per day for each day such failure continues. It is agreed that actual damages to Lessor for Lessee's failure to comply with the provisions of this Section 19 are difficult to ascertain with any certainty, and that the payments herein provided are a reasonable estimate of such damages and shall be considered liquidated damages and not a penalty.

20. **Force Majeure.** Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" shall mean: Any act of God including but not limited to storms, floods, washouts, landslides, and lightning; act of the public enemy; wars, blockades, insurrection or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of Federal, State, Municipal or other governments or governmental officers or agents under the color of authority requiring, ordering or directing Lessee to cease drilling, reworking or producing operations; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, service or material. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic or financial aspects of drilling, development or production. For a period of sixty (60) days after termination of an event of force majeure, each and every provision of this Lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this Lease shall continue in full force, provided, however, that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term.

21. **Releases Required.** Within thirty (30) days after the partial termination of this Lease as provided under any of the terms and provisions of this Lease, Lessee shall deliver to Lessor a plat showing the production units designated by Lessee, copies of logs showing depths to be retained within each unit, and a fully executed, recordable release properly describing by metes and bounds the lands and depths to be retained by Lessee around each producing well. If this Lease terminates in its entirety, then Lessee shall deliver a complete, fully executed, recordable release to Lessor within thirty (30) days. If such release complies with the requirements of this section, Lessor shall record such release. If Lessee fails to deliver a release complying with the requirements of this section within thirty (30) days after Lessor's demand therefore, then Lessee shall pay Lessor an amount equal to Five Dollars (\$5.00) per acre per day for each acre of the leased premises that should have been released, beginning with the 30th day after the date of Lessor's request and continuing until such release has been executed and delivered to Lessor. It is agreed that actual damages to Lessor for Lessee's failure to deliver such release are difficult to ascertain with any certainty, and that the payments herein provided are a reasonable estimate of such damages and shall be considered liquidated damages and not a penalty. Furthermore, Lessor is hereby authorized to execute and file of record an affidavit stating that this Lease has expired and the reason therefor, and such affidavit shall constitute prima facie evidence of the expiration of this Lease or any part of this Lease.

22. **Indemnification.** Lessee, its successors and assigns, agrees to indemnify, defend and hold harmless the parties herein designated Lessor, and each of them, from and against any and all claims, losses, liabilities, fines, costs, expenses (including attorneys fees and expenses) resulting from or arising out of or in connection with operations of or for Lessee, its agents, contractors, or subcontractors hereunder, regardless of the cause of such claims, losses, liabilities, fines, costs, or expenses. This provision and its indemnities shall survive the termination of this Lease



and shall inure to the successor, heirs and assigns of Lessor and Lessee.

23. **No Warranties of Title.** This lease is made without warranties of any kind, either express or implied. Lessor agrees that Lessee, at its option after Lessee has given Lessor sixty (60) days' written notice, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with right to enforce same, subject to any defenses of Lessor, and apply royalties accruing hereunder toward satisfying same.

24. **Proportionate Reduction for less than Entire Interest.** It is agreed that if Lessor owns an interest in oil and gas in and under any of the leased premises which is less than the entire oil and gas fee simple estate, then the royalties and all other benefits to accrue or to be paid to Lessor hereunder as to such lands shall each be reduced to the proportion thereof which the mineral fee estate of Lessor in such land bears to the entire mineral fee estate, provided that in no event shall there be any refund of any amounts previously paid to Lessor as bonus or delay rentals.

25. **Related Parties/ Conflict of Interest.** Lessee in accepting this Lease represents and warrants that Lessee is not (or in the event Lessee is a corporation, partnership, joint venture or other entity, no employee, officer, partner, director, owner or controlling person of Lessee) an employee, officer, director or controlling person of Chase Bank, Texas, N.A., or any subsidiary or affiliate of Chase Bank, Texas, N.A. The Lessee in accepting this Lease further warrants that it has no intention to assign this Lease to any party known by the Lessee to be an employee, officer, director or controlling person of Chase Bank, Texas, N.A. or any subsidiary or affiliate of Chase Bank, Texas, N.A.

26. **Compliance with Environmental Laws and Regulations.** Lessee, its successors and assigns, by its acceptance of this lease, hereby agrees to comply with all applicable laws, rules and regulations and hereby assumes full responsibility for, and agrees to indemnify, defend and hold harmless, Lessor from and against any loss, liability, claim, fine, expense cost (including attorneys fees and expenses) and cause of action caused by or arising out of the violation (or defense of the alleged violation) of any federal, state or local laws, rules or regulations applicable to any waste material, drilling matter fluid or any hazardous substances released or caused to be released by Lessee or Lessee's agents, or independent contractors from the land leased hereunder into the atmosphere or into or upon the land or any water course or body of water, including ground water. Additionally, upon receiving any notice regarding any environmental, pollution or contamination problem or violation of any law, rule or regulation, Lessee will forward a copy to Lessor by certified mail within thirty (30) days, or failing which, Lessor shall have the option to terminate this Lease upon thirty (30) days written notice to Lessee. This provision and its indemnities shall survive the termination of this Lease, and shall inure to the successors, heirs and assigns of Lessor and Lessee.

27. **No Salt Water or Waste Injection Wells.** If Lessor is also the owner of the surface, Lessee shall not be permitted to dispose of salt water or produced wastes or wastes of any kind into any formation or strata on this Lease, save and except for the salt water produced from the lands contained in this Lease, but not including any lands pooled herewith.

28. **Timely Plugging and Abandonment of Wells.** Without the prior written consent of Lessor, Lessee shall not allow any well located on the leased premises to remain in a shut-in, temporarily abandoned or otherwise non-productive state for a period of more than six (6) months from the date of last production or the time permitted by the rules and regulations of the applicable regulatory authority, whichever is less, without beginning plugging and abandonment operations with respect to the well and restoring the location, and providing that these procedures must be completed within two (2) months of their initiation. The only exception to this shall be gas wells capable of production which are shut-in pursuant to the provisions of Section 12 above regarding shut-in royalties, and for which shut-in payments are being made in accordance with those same provisions. Violations of this provision will be considered a material breach and will serve to terminate this lease.

29. **Alteration/Modification.** The terms of this Lease cannot be altered or amended except by a written instrument clearly demonstrating such purpose and effect, and executed by both parties to this Lease. The written instrument shall describe the specific terms or provisions being altered and the proposed modification or change thereto. Any notation or legend attached to a royalty check shall be null and void and without legal significance for the purpose of altering this Lease Agreement.

30. **Division Orders.** The terms of this lease may not be amended by any division order and the signing of a division order by any mineral owner may not be made a prerequisite to payment of royalty hereunder.

31. **Ancillary Rights.** Lessee shall have the right for a period of six (6) months following the expiration of this Lease or the release of any lands covered by this Lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. If not, Lessor shall have the option to either claim the property, in whole or in part, as his own or having the said properties and fixtures removed, in whole or in part, at Lessee's expense. If the property is opted to be removed, additional expenses for surface damages and restoring the land shall be charged to Lessee, provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned.

- (a) Lessee will bury all pipe lines below plow depth (at least 30" of cover) using the double ditch method when feasible; but in all events, deep enough to prevent damage in the event roads handling heavy trucks and equipment should traverse over them. No harm shall come to existing timber trees, if possible, when laying any pipeline.
- (b) No well shall be drilled within three hundred (300) feet of any house, barn, or any other improvement now, or prior to the commencement of site preparation, on the leased premises without Lessor's written consent. No seismic operations employing the usage of explosives shall be conducted within fifteen hundred feet (1,500) of any pond, tank dam, known spring or surface aquifer on the leased premises without the prior written consent of the Lessor.

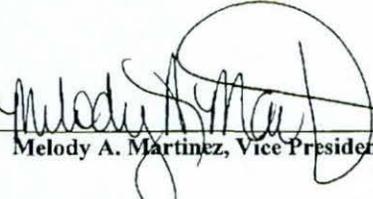
32. **Governmental Proration Unit.** The term "governmental proration unit" and/or "proration unit" where used in this lease, absent pooling and field rules, shall mean i) forty (40) acres plus a tolerance of ten percent (10%) surrounding each well classified as an oil well by the appropriate governmental authority; and ii) one hundred sixty (160) acres plus a tolerance of ten percent (10%) surrounding each well classified as a gas well by the appropriate governmental authority. In the event of pooling, the term "governmental proration unit" and/or "proration unit" shall mean and refer to all lands included within a pooled unit formed under Section 13 hereof.

33. **Split Stream Contracts.** In the event that gas produced under the terms of this lease is sold under multiple gas purchase contracts, "split stream contracts," Lessor, at its option, may require that all Lessees who are selling gas produced under the terms of this lease designate a single Lessee to pay all royalties due to Lessor under this lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR:

TEXAS WESLEYAN UNIVERSITY GENERAL NON PROFIT SPECIALTY ASSETS INVESTMENT AGENCY

By:   
Melody A. Martinez, Vice President

Witness:   
Bill Coats



Address:

PO Box 2605  
Fort Worth, TX 76113-2605

LESSEE:

Hollis R. Sullivan, Inc.

By: *Hollis R. Sullivan*  
HOLLIS R. SULLIVAN  
Its: PRESIDENT

Address:

P.O. Box 9289  
Wichita Falls, TX 76308

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Melody A Martinez, as Vice President of JP Morgan, Agent for Texas Wesleyan University whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of May, 2006.

[SEAL] *Bonnie Faye Berry Hodge* Notary Public in and for the State of Texas

My Commission Expires 9/3/08  
Bonnie Faye Berry Hodge Print Name of Notary Public Here



THE STATE OF TEXAS §  
COUNTY OF Wichita §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Hollis R. Sullivan, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18<sup>th</sup> day of July, 2006

[SEAL] *Sharon S. Smith* Notary Public in and for the State of Texas

My Commission Expires Sharon S. Smith Print Name of Notary Public Here



## Exhibit "A"

- Tract 1: Lot 1, Block 1, Texas Wesleyan College Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Trustee's Deed dated September 9, 1938 from Capital National Bank, Austin to Texas Wesleyan Academy recorded in Volume 1368, Page 465, Official Public Records of Tarrant County, Texas.
- Tract 2: Tract 8, out of the J. Ringer Survey, A-1287, Tarrant County, Texas, also being described in that certain Trustee's Deed dated September 9, 1938 from Capital National Bank, Austin to Texas Wesleyan Academy recorded in Volume 1368, Page 465, Official Public Records of Tarrant County, Texas.
- Tract 3: Lot 1, Block A, Texas Wesleyan Addition, out of the J. Ringer Survey, A-1287, Tarrant County, Texas, also being described in that certain Trustee's Deed dated September 9, 1938 from Capital National Bank, Austin to Texas Wesleyan Academy recorded in Volume 1368, Page 465, Official Public Records of Tarrant County, Texas.
- Tract 4: Lot 1, Block 14R, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, and the J.V. Riper Survey, A-1590, Tarrant County, Texas, also being described in that certain Special Warranty Deed dated November 12, 1999 from Fort Worth Independent School District to Texas Wesleyan University recorded in Volume 14218, Page 420, Official Public Records of Tarrant County, Texas.
- Tract 5: Lot 1, Block 27, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Trustee's Deed dated February 18, 1938 from National Bondholders Corporation to Texas Wesleyan College recorded in Volume 571, Page 497, Official Public Records of Tarrant County, Texas.
- Tract 6: Lot 1, Block 2, Wilma L. Davis Subdivision, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described in that certain General Warranty Deed dated December 20, 1996 from James C. Crouch, and wife Mary I., to Texas Wesleyan University recorded in Volume 12622, Page 778, Official Public Records of Tarrant County, Texas.



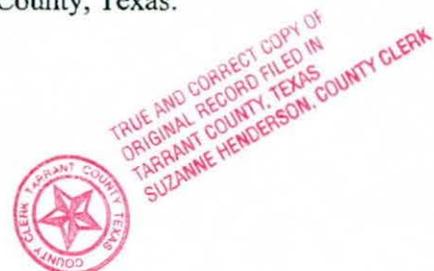
- Tract 7: Lot 1, Block 1, Wilma L. Davis Subdivision, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described in that certain General Warranty Deed dated December 20, 1996 from James C. Crouch, and wife Mary I., to Texas Wesleyan University recorded in Volume 12622, Page 758, Official Public Records of Tarrant County, Texas.
- Tract 8: Lot 3A, Block 1, Wilma L. Davis Subdivision, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described in that certain General Warranty Deed dated December 20, 1996 from James C. Crouch, and wife Mary I., to Texas Wesleyan University recorded in Volume 12622, Page 778, Official Public Records of Tarrant County, Texas.
- Tract 9: Lot 1, Block 2, Wilma L. Davis Subdivision, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described in that certain Warranty Deed dated April 19, 1996 from Lonnie James to Texas Wesleyan University recorded in Volume 12335, Page 1879, Official Public Records of Tarrant County, Texas.
- Tract 10: Lot B, Block 3A, Kuykendall Subdivision, out of the J. Ringer Survey, A-1287, Tarrant County, Texas, also being described in that certain Trustee's Deed dated June 7, 1995 from Fort Worth Revival Center to Texas Wesleyan University recorded in Volume 11988, Page 902, Official Public Records of Tarrant County, Texas.
- Tract 11: Lots A, B, C1, & 1R - 6R, Block 2A, Kuykendall Subdivision, out of the J. Ringer Survey, A-1287, and W.R. McFaddin Survey, A-1076, Tarrant County, Texas, also being described in that certain Trustee's Deed dated June 7, 1995 from Fort Worth Revival Center to Texas Wesleyan University recorded in Volume 11988, Page 902, Official Public Records of Tarrant County, Texas.
- Tract 12: Lots 1-3, Block 2, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated May 7, 1996 from Ramiro Gonzalez, and wife Teresa, to Texas Wesleyan University recorded in Volume 12355, Page 1395, Official Public Records of Tarrant County, Texas.
- Tract 13: Lot 2, Block 1, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Tax Resale Deed dated May 26, 1999 from City of Fort Worth, etal to Texas Wesleyan University recorded in Volume 13846, Page 163 , Official Public Records of Tarrant County, Texas.



- Tract 14: Lot 8 , Block 1, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated January 9, 1997 from Lindy Allen, Jr. to Texas Wesleyan University recorded in Volume 12676, Page 468, Official Public Records of Tarrant County, Texas.
- Tract 15: Lot 6, Block 2, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain General Warranty Deed dated February 5, 1998 from V.M. Laughlin and Rita M. Laughlin Revocable Living Trust to Texas Wesleyan University recorded in Volume 13164, Page 519, Official Public Records of Tarrant County, Texas.
- Tract 16: Lot 7, Block 2, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated May 7, 1997 from Woodcrest Enterprises, Inc., to Texas Wesleyan University recorded in Volume 13234, Page 376, Official Public Records of Tarrant County, Texas.
- Tract 17: Lots 3 & 4, Block 4, Polytechnic Heights Addition, out of the J.W. Sublett, Survey, A-1409, Tarrant County, Texas, and also being described in that certain General Warranty Deed dated May 25, 1999 from Poly Sheet Metal Works, Inc., to Texas Wesleyan University recorded in Volume 13848, Page 285, Official Public Records of Tarrant County, Texas.
- Tract 18: Lots 11 - 14, Block 5, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated August 15, 1996 from Joe Booth Co., Inc., to Texas Wesleyan University recorded in Volume 12546, Page 1413, Official Public Records of Tarrant County, Texas.
- Tract 19: Lot 9, Block 7, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated May 28, 2003 from Fred A. Andrews, and wife Lily M., to Texas Wesleyan University recorded in Volume 16757, Page 185, Official Public Records of Tarrant County, Texas.
- Tract 20: Lot 10, Block 7, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated October 16, 1981 from Quinetta Smith to Texas Wesleyan College recorded in Volume 7197, Page 408, Official Public Records of Tarrant County, Texas.



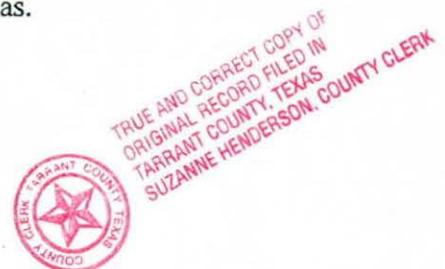
- Tract 21: Lots 1 & 2, Block 9, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated August 5, 1993 from Douglas H. Graham to Texas Wesleyan University recorded in Volume 11182, Page 1709, Official Public Records of Tarrant County, Texas.
- Tract 22: Lot 4, Block 9, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Tax Resale Deed dated May 26, 1999 from City of Fort Worth, etal to Texas Wesleyan University recorded in Volume 13846, Page 166, Official Public Records of Tarrant County, Texas.
- Tract 23: Lots 9 - 12, Block 9, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Special Warranty Deed dated May 15, 1997 from Woodcrest Enterprises, Inc. to Texas Wesleyan University recorded in Volume 13234, Page 374, Official Public Records of Tarrant County, Texas.
- Tract 24: Lots 1 & 2, Block 10, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated October 2, 1981 from Mattie Martin to Texas Wesleyan College recorded in Volume 7191, Page 991, Official Public Records of Tarrant County, Texas.
- Tract 25: Lot 3, Block 10, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated December 27, 1988 from Bradford A. Cox to Texas Wesleyan University recorded in Volume 9484, Page 1424, Official Public Records of Tarrant County, Texas.
- Tract 26: Lot 5, Block 10, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain General Warranty Deed dated December 27, 1994 from Woodcrest Enterprises, Inc. to Texas Wesleyan University recorded in Volume 11838, Page 1192, Official Public Records of Tarrant County, Texas.
- Tract 27: Lot 7, Block 10, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated May 18, 1992 from Professional Youth Conservatory to Texas Wesleyan University recorded in Volume 10639, Page 153, Official Public Records of Tarrant County, Texas.



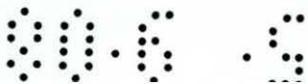
- Tract 28: Lot 10, Block 10, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated March 27, 1992 from David C. Pritchard, etal to Texas Wesleyan University recorded in Volume 10581, Page 336, Official Public Records of Tarrant County, Texas.
- Tract 29: Lots 11 & 12, Block 10, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed with Vendor's Lien dated April 3, 1989 from Polytechnic Baptist Church to Texas Wesleyan University recorded in Volume 9557, Page 480, Official Public Records of Tarrant County, Texas.
- Tract 30: Lot 8, Block 11, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain General Warranty Deed dated March 7, 1996 from Texas Nu Chapter Sigma Phi Epsilon, to Texas Wesleyan University recorded in Volume 13234, Page 373, Official Public Records of Tarrant County, Texas.
- Tract 31: Lot 9, Block 11, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated November 10, 1988 from Hallye E. Schwier to Texas Wesleyan College recorded in Volume 9429, Page 1569, Official Public Records of Tarrant County, Texas.
- Tract 32: Lot 10, Block 11, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated April 9, 1987 from Richard E. Millsap, and wife Margaret, to Texas Wesleyan College recorded in Volume 8905, Page 1069, Official Public Records of Tarrant County, Texas.
- Tract 33: Lot 11, Block 11, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated August 29, 1997 from Bobbie L. Ardrey to Texas Wesleyan University recorded in Volume 12901, Page 505, Official Public Records of Tarrant County, Texas.
- Tract 34: Lot 15, Block 11, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated September 27, 1996 from The Wooldridge Family, LP to Texas Wesleyan University recorded in Volume 12537, Page 1024, Official Public Records of Tarrant County, Texas.



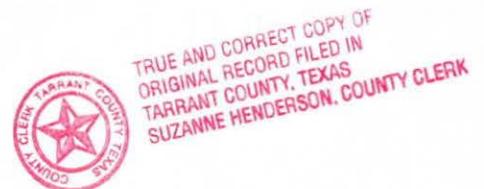
- Tract 35: Lot C, Block 12, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated December 15, 1992 from William E. Barbour to Texas Wesleyan University recorded in Volume 10879, Page 1389, Official Public Records of Tarrant County, Texas.
- Tract 36: Lot 8, Block 12, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain General Warranty Deed dated April 5, 1990 from Hazel P. O'Shields, etal to Texas Wesleyan University recorded in Volume 9916, Page 877, Official Public Records of Tarrant County, Texas.
- Tract 37: Lot 15, Block 12, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated July 20, 1972 from Mack A. McLain to Texas Wesleyan College recorded in Volume 5280, Page 546, Official Public Records of Tarrant County, Texas.
- Tract 38: Lot 3, Block 15, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Tax Resale Deed dated May 26, 1999 from City of Fort Worth, etal to Texas Wesleyan University recorded in Volume 13846, Page 168, Official Public Records of Tarrant County, Texas.
- Tract 39: Lot 3, Block 16, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Special Warranty Deed dated July 8, 1991 from D.D. of Pi Kappa Alpha Inc., to Texas Wesleyan University recorded in Volume 10452, Page 387, Official Public Records of Tarrant County, Texas.
- Tract 40: Lots 4 – 6, Block 16, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed with Vendor's Lien dated April 3, 1989 from Polytechnic Baptist Church to Texas Wesleyan University recorded in Volume 9557, Page 480, Official Public Records of Tarrant County, Texas.
- Tract 41: Lot 7, Block 16, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated December 23, 1981 from Mildred Stallings to Texas Wesleyan College recorded in Volume 7226, Page 363, Official Public Records of Tarrant County, Texas.



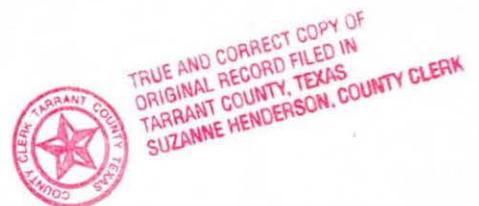
- Tract 42: Lot 12, Block 16, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed recorded March 2, 1981 from Thomas N. Baker to Texas Wesleyan College recorded in Volume 7081, Page 904, Official Public Records of Tarrant County, Texas.
- Tract 43: Lot 3, Block 17, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated August 20, 1995 from J.B. Williams, Executor of the Estate of Margaret S. Bradford, to Texas Wesleyan University recorded in Volume 13803, Page 487, Official Public Records of Tarrant County, Texas.
- Tract 44: Lot 12, Block 17, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain General Warranty Deed dated December 13, 1994 from James P. McCulley to Texas Wesleyan University recorded in Volume 11828, Page 1054, Official Public Records of Tarrant County, Texas.
- Tract 45: Lot 16, Block 17, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain General Warranty Deed dated November 26, 1997 from Barbara L. Sills, etal to Texas Wesleyan University recorded in Volume 13019, Page 534, Official Public Records of Tarrant County, Texas.
- Tract 46: Lots 2, 15, & 16, Block 27, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated May 10, 1996 from Bridgewood Church of Christ to Texas Wesleyan University recorded in Volume 12365, Page 1872, Official Public Records of Tarrant County, Texas.
- Tract 47: Lots 4 & 5, Block 27, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated May 10, 1979 from Audrey Dillow to Texas Wesleyan College recorded in Volume 6734, Page 1808, Official Public Records of Tarrant County, Texas.
- Tract 48: Lot 6, Block 27, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated May 10, 1979 from Audrey Dillow to Texas Wesleyan College recorded in Volume 6734, Page 1808, Official Public Records of Tarrant County, Texas.



- Tract 49: Lot 7, Block 27, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated May 10, 1979 from Audrey Dillow, etal to Texas Wesleyan College recorded in Volume 6879, Page 2328, Official Public Records of Tarrant County, Texas.
- Tract 50: Lots 1 & 2, Block 41, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated December 9, 1993 from Gene E. Miller, etal to Texas Wesleyan University recorded in Volume 11380, Page 218, Official Public Records of Tarrant County, Texas.
- Tract 51: Tract 27C, Block 1, H. Perkins Subdivision, out of the J. Van Riper Survey, A-1590, Tarrant County, Texas, also being described in that certain Tax Resale Deed dated May 26, 1999 from City of Fort Worth, etal to Texas Wesleyan University recorded in Volume 13846, Page 164, Official Public Records of Tarrant County, Texas.
- Tract 52: Tract 1A1, Block 1, Texas Wesleyan College Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain General Warranty Deed dated December 24, 2002 from Polytechnic United Methodist Church, by Trustee's, to Texas Wesleyan University recorded in Volume 16217, Page 93, Official Public Records of Tarrant County, Texas.
- Tract 53: Lots 1R & 2R, Block 4R, Polytechnic Heights Addition, out of the J.W. Sublett, Survey, A-1409, Tarrant County, Texas, and also being described by a re-plat of the subdivision in Volume 145, Page 36, Official Public Records of Tarrant County, Texas.
- Tract 54: Lots 2 - 8, Block 5, Texas Wesleyan College Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated August 15, 1996 from Joe Booth Co., Inc., to Texas Wesleyan University recorded in Volume 12546, Page 1413, Official Public Records of Tarrant County, Texas.
- Tract 55: Lot 1R, Block 28, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Correction Special Warranty Deed dated March 30, 2001 from Community Foundation of North Texas, Inc., for its Nicholas and Louella Martin Fund, to Texas Wesleyan University recorded in Volume 15497, Page 365, Official Public Records of Tarrant County, Texas.



- Tract 56: Tract 1, Block 1, Harold Perkins Subdivision, out of the J. Van Riper Survey, A-1590, Tarrant County, Texas, also being described in that certain Tax Resale Deed dated May 26, 1999 from City of Fort Worth, etal to Texas Wesleyan University recorded in Volume 13263, Page 140, Official Public Records of Tarrant County, Texas.
- Tract 57: Lot 3, Block 27, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain General Warranty Deed dated November 27, 1991 from Dorcas Gibson to Texas Wesleyan College recorded in Volume 10463, Page 1201, Official Public Records of Tarrant County, Texas.
- Tract 58: Lot 6B, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described in that certain Warranty Deed dated April 12, 1980 from Blakeney H. Sanders, and wife Bettye, to Texas Wesleyan College recorded in Volume 6927, Page 1919, Official Public Records, Tarrant County, Texas.
- Tract 59: Lot 6C1, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described in that certain Warranty Deed dated September 26, 1962 from Nancy E. Booth to Texas Wesleyan College recorded in Volume 3732, Page 288, Official Public Records, Tarrant County, Texas.
- Tract 60: Tracts 3 & 8, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described in that certain Warranty Deed dated December 20, 1963 from Gertrude A. Ruth, etal to Texas Wesleyan College recorded in Volume 3883, Page 142, Official Public Records, Tarrant County, Texas.
- Tract 61: Lot 12, Block 2, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated June 20, 1968 from James A. Alexander, Jr. to Texas Wesleyan College recorded in Volume 4578, Page 621, Official Public Records of Tarrant County, Texas.
- Tract 62: Lots A & B, Block 12, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated March 28, 1968 from Chas Chadwick to Texas Wesleyan College recorded in Volume 4550, Page 104, Official Public Records of Tarrant County, Texas.



- Tract 63: Lot 14, Block 12, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described in that certain Warranty Deed dated July 9, 1969 from Maude Short to Texas Wesleyan College recorded in Volume 4751, Page 811, Official Public Records of Tarrant County, Texas.
- Tract 64: Lots 6 & 7, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described as Georeference: 1040--6, Real Estate Records, Tarrant Appraisal District.
- Tract 65: Lot 1, Block 3, Wilma L. Davis Subdivision, out of the J. Armendaris Survey, A-1775, Tarrant County, Texas, also being described as Georeference: 9470-3-1, Real Estate Records, Tarrant Appraisal District.
- Tract 66: Lots 13R-20R, Block 1A, Kuykendall Subdivision, out of the W.R. McFaddin Survey, A-1076, Tarrant County, Texas, also being described as Georeference: 22970-1A-13R, Real Estate Records, Tarrant Appraisal District.
- Tract 67: Lot 10, Block 2, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described as Georeference: 32750-2-10-30, Real Estate Records, Tarrant Appraisal District.
- Tract 68: Lot 6-8, Block 6, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described as Georeference: 32750-6-6, Real Estate Records, Tarrant Appraisal District.
- Tract 69: Lot 9, Block 12, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described as Georeference: 32750-12-9, Real Estate Records, Tarrant Appraisal District.
- Tract 70: Lots 10-13, Block 12, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described as Georeference: 32750-12-10, Real Estate Records, Tarrant Appraisal District.
- Tract 71: Lot 1, Block 16, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described as Georeference: 32750-16-1-30, Real Estate Records, Tarrant Appraisal District.



Tract 72: Tract 8A1, out of the J. Ringer Survey, A-1287, Tarrant County, Texas, also being described as Georeference: A1287-8A01, Real Estate Records, Tarrant Appraisal District.

Tract 73: Lot 1R, Block 13, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described as Georeference: 32750-13-1R, Real Estate Records, Tarrant Appraisal District.

Tract 74: Lot 1R, Block 7, Polytechnic Heights Addition, out of the J.W. Sublett Survey, A-1409, Tarrant County, Texas, also being described as Georeference: 32750-7-1R, Real Estate Records, Tarrant Appraisal District.





HOLLIS R SULLIVAN INC  
P O BOX 9289

WICHITA FALLS TX 76308

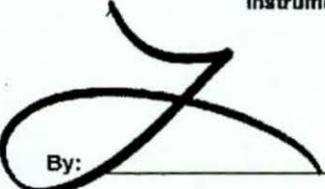
Submitter: HOLLIS R SULLIVAN INC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 08/02/2006 08:36 AM  
Instrument #: D206234954  
OPR 18 PGS \$80.00

By: 



D206234954

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS  
SUZANNE HENDERSON, COUNTY CLERK



6.

File No. WF109129

Slane

Date Filed: 5/9/08

Jerry Patterson, Commissioner

By: 



ATTEST: May 08, 2008  
SUZANNE HENDERSON, County Clerk  
Tarrant County, Texas  
BY: Suzanne Henderson



## Exhibit "A"

2.4 acres of land, more or less, located in the J. Ringer Survey, A-1287, Tarrant County, Texas being more particularly described in that certain Warranty Deed dated November 5, 1928 from Texas Woman's College to The City of Fort Worth, recorded in Volume 1038, Page 399 Official Public Records of Tarrant County, Texas.



7.

File No. MF109129

Exhibit "A"

Date Filed: 5/9/08

Jerry Patterson, COMMISSIONER

By [Signature]



001367374



IN PAYMENT OF BONUS/DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	EFFECTIVE DATE	COUNTY	STATE	RECORDED	RENTAL PERIOD		CHECK NO.
					MOS.	BEGINNING	
1559-8448-00	07/01/2008	TARRANT	TX	D208310051	Annual	07/01/2010	9589074

**PROPERTY DESCRIPTION:**

USA/Texas/Tarrant  
 Survey: JOHN RINGER  
 Abstract: 1287  
 All Depths  
 Metes & Bound: DESCRIBED IN WARRANTY DEED  
 DATED 11/5/1928  
 FROM TEXAS WOMAN'S COLLEGE TO THE CITY OF  
 FORTH WORTH,  
 VOL 1038 PG 399 DEED RECORDS TARRANT CO  
 TX

**PAYMENT MESSAGE:**

SHUT IN PAYMENT FOR RAM UNIT 1H WELL 142726. 2.4 ACRES JRINGER  
 SVY A-1287 DEED DTD 11/5/1928 VOL 1038 PG 399 OFFICIAL PUBLIC  
 RECORDS TARRANT CO TX

10708832

**PAYEE MESSAGE:**

121

**DEPOSIT TO CREDIT OF:**

STATE OF TEXAS (LEASE 109129)  
 COMMISSIONER OF THE  
 GENERAL LAND OFFICE  
 1700 NORTH CONGRESS  
 AUSTIN TX 78701-0000

**TOTAL AMOUNT:** \$25.00  
**RENTAL AMOUNT:** \$25.00  
**BANK CHARGE:** \$0.00

**ACCOUNT NO.****PAYABLE TO:**

STATE OF TEXAS (LEASE 109129)  
 COMMISSIONER OF THE  
 GENERAL LAND OFFICE  
 1700 NORTH CONGRESS  
 AUSTIN TX 78701-0000

**XTO ENERGY INC.**

810 HOUSTON ST., SUITE 2000 - FORT WORTH, TEXAS 76102

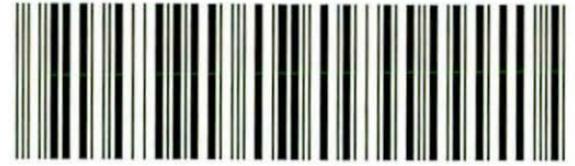
RETAIN STUB FOR YOUR RECORDS



XTO Energy, Inc.  
110 West 7th Street  
Fort Worth TX 76102-7018

Address Correction Requested

**CERTIFIED MAIL**



7112 4369 4680 1621 9433



neopost

049J82041800

**\$05.54**

06/17/2010

Mailed From 76102  
**US POSTAGE**

9589074  
STATE OF TEXAS (LEASE 109129)  
COMMISSIONER OF THE  
GENERAL LAND OFFICE  
1700 NORTH CONGRESS  
AUSTIN, TX 78701-0000

7870131436 0071



FERRARELLI, INC.

FORM CML-5

→ TEAR FROM BOTTOM UP →

→ TEAR FROM BOTTOM UP →

PATENT NO. 5, 901 903



U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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Sent To XTO Energy  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4 109129

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- 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.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

CERTIFIED MAIL 70070710000053803506

June 22, 2010

XTO Energy Inc  
810 Houston St Suite 2000  
Fort Worth TX 76102

Attention: Land Department

Re: Texas GLO Lease No. MF 109129  
Your Lease No. 1559-8448-00  
Tarrant County TX  
Shut-in royalty

Ladies and Gentlemen:

This acknowledges receipt of your check in the amount of \$25.00 on June 21, 2010 as a shut-in royalty payment for the referenced State lease. Acceptance of this payment does not ensure that lease obligations have been met. Our shut-in affidavit (copy enclosed) must be completed, notarized and returned to the General Land Office within 30 days of receipt of this letter.

If you would like to access the affidavit form online, you may find it here:

<http://www.glo.state.tx.us/energy/leasesales/shut-in/index.html>

If the shut-in affidavit has already been sent, please let me know when it was mailed and to whom. Please refer to the shut-in provision in your lease for annual renewal information. You may contact me at the number below if you have any questions regarding this request.

Yours truly,

A handwritten signature in cursive script that reads "Harriet Dunne".

Harriet Dunne, CPL  
Mineral Leasing, Energy Resources  
512-475-1579  
512-475-1543 (fax)  
[harriet.dunne@glo.state.tx.us](mailto:harriet.dunne@glo.state.tx.us)

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](http://www.glo.state.tx.us)

9.

File No. MF 109129  
Request for Shut-in  
Affidavit  
Date Filed: 6/22/10  
Jerry E. Patterson, Commissioner  
By JEP

MF 109129  
HROW lease

## Shut-In Affidavit

Enter appropriate comments, if any, and initial.  
Pass to next department:

INITIAL:

DATE:

Affidavit Auditor

LD

6/28/10

Lease date 7-1-08 2 yrs. Paid up lease

Comments:

Well shut in 4-8-10.  
\$25 received 6-21-10.

Mineral Leasing

LC

6/28/10

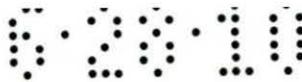
Comments: \_\_\_\_\_  
\_\_\_\_\_

Legal-Energy

ME

6/30/10

Comments: \_\_\_\_\_  
\_\_\_\_\_



### Shut-In Affidavit

Texas General Land Office  
Jerry E. Patterson Commissioner  
PO Box 12873  
Austin, TX 78711-2873

Please respond fully to all applicable questions on this affidavit. Shut-in may be denied for failure to provide information establishing the validity of this request for shut-in status. For shut-in leases contained within units, separate affidavits must be submitted for each state lease within the unit.

Land Office lease no. M- F109129		Operator XTO Energy Inc.		
Lease name Ram Unit		Field name Newark East (Barnett Shale)		
Area		Tract	Part	Acres 0.2
Section	Block	Grantee	County Tarrant	

#### SHUT-IN PAYMENTS

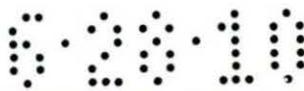
Wells must be capable of producing in paying quantities. Attach an extra sheet to list additional gas wells.

GAS				
Well # 1H	RRC ID # 42-439-33044	Date shut-in April 8, 2010	Produced in past? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Reason shut-in <u>Flow tested well and now waiting on pipeline.</u>				
Well capable of producing @ <u>2400</u> MCF/D + <u>0</u> Bbls condensate + <u>1920</u> BBls Water				
Well #	RRC ID #	Date shut-in	Produced in past? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reason shut-in <u>lack of pipeline</u>				
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ BBls Water				
Well #	RRC ID #	Date shut-in	Produced in past? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reason shut-in _____				
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ BBls Water				

Please list additional oil wells in the additional information section below

OIL					
RRC Lease ID #	No. of wells for ID #	Date shut-in	TOTAL DAILY POTENTIAL RATE FOR ID #		
			Bbls oil	MCF gas	Bbls water

Reason oil wells are shut-in \_\_\_\_\_



Method of water disposal for above gas and oil leases Water will be trucked to offsite disposal well.  
Bosque Salt Water Disposal Systems

Total shut-in payment due for this lease \$ 25.00

Indicate which one of these is applicable

payment is being made at the rate of twice the annual rental  
 payment is being made at the rate of \$ 25.00 for each well/completion

Are gas wells connected to a pipeline?

YES  NO

Will purchaser take gas?

Name of nearest purchaser \_\_\_\_\_

yes-price per MCF offered \$ \_\_\_\_\_

Distance \_\_\_\_\_

no

Price offered \$ \_\_\_\_\_

List all producing wells within 1,000 feet of this lease. If there are wells more than 1,000 feet from the lease which are draining the lease, list these also.

Operator	Lease Name	Well #	RRC ID #	Distance	Completion Interval	Status

Please provide any additional information here:

Empty box for additional information.

Contact Jarah Angelidis  
Operator's representative

Phone 817-885-3206

I certify that this statement is true and correct.

By Jarah Angelidis Title: Senior Landman

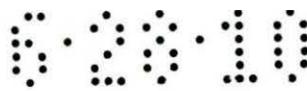
Sworn and subscribed to before me, the undersigned authority  
this 25<sup>th</sup> day of June, 20 10  
Charla F. Wilkes

Notary Public in and for  
Tarrant County, State of Texas

GLO Use Only

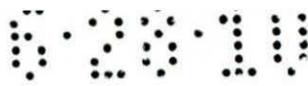
Receiving Stamp





Agreement Details  
STATE OF TEXAS GENERAL LAND OFFICE (OGL #109129), #1559-8448-00

Agreement/Sub:	<input type="text" value="0248831 - 000"/>	File Reference Number:	<input type="text" value="1559-8448-00"/>
Subject:	<input type="text" value="Lease"/>	Name:	<input type="text" value="STATE OF TEXAS GENERAL LAND OFFICE (OGL #109129)"/>
Type:	<input type="text" value="Lease - Oil, Gas, and Minerals"/>	Orig. Lessee/Grantee:	<input type="text" value="HOLLIS R SULLIVAN INC"/>
Land Division:	<input type="text" value="Barnett Shale - North"/>	State:	<input type="text" value="TEXAS"/>
Agreement Date:	<input type="text" value="7/1/2008"/>	County:	<input type="text" value="TARRANT"/>
Effective:	<input type="text" value="7/1/2008"/>	Status	
Expiration:	<input type="text" value="7/1/2010"/>	File:	<input type="text" value="Active"/>
Rights:	<input type="text" value="Oil And Gas Only"/>	Reason:	<input type="text"/>
Property Status	<input type="text" value="Drilling"/>	Date:	<input type="text"/>
Landowner Type:	<input type="text" value="Private"/>	Data:	<input type="text" value="Approved"/>
Admin Group:	<input type="text" value="Land"/>	Map Status:	<input type="text" value="ArcMap Requested"/>
Trust Code:	<input type="text"/>	Corp Received Date:	<input type="text"/>
Last Updated:	<input type="text" value="6/10/2010 2:34:02 PM"/>		
Updated By:	<input type="text" value="Catrina Banks"/>		
Remarks:	<input type="text" value="Yes"/>		



**Related Well Information**

STATE OF TEXAS GENERAL LAND OFFICE (OGL #109129), #1559-8448-00

Well ID	Well Name	API Number	DW Formation	State	County	Operator Name	Well Status	Regulatory Field IHS	Township	Range	Section	Survey	IHS Formation
142726-001100W	RAM UNIT 1H	42439330440000		TX	TARRANT	XTO ENERGY		NEWARK EAST				RINGER JOHN	BARNETT

File No. MF 109129  
Shut in Affidavit  
Date Filed: 6/28/10  
Jerry E. Patterson, Commissioner  
By: 

4088

001384244



IN PAYMENT OF BONUS/DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	EFFECTIVE DATE	COUNTY	STATE	RECORDED	RENTAL PERIOD		CHECK NO.
					MOS.	BEGINNING	
1559-8448-00 0248831	07/01/2008	TARRANT	TX	D208310051	Annual	07/01/2011	9605682

**PROPERTY DESCRIPTION:**

USA/Texas/Tarrant  
 Survey: JOHN RINGER  
 Abstract: 1287  
 All Depths  
 Metes & Bound: DESCRIBED IN WARRANTY DEED  
 DATED 11/5/1928  
 FROM TEXAS WOMAN'S COLLEGE TO THE CITY OF  
 FORTH WORTH,  
 VOL 1038 PG 399 DEED RECORDS TARRANT CO  
 TX

**PAYMENT MESSAGE:**

SHUT IN PAYMENT FOR RAM UNIT 1H WELL 142726. 2.4 ACRES JRINGER  
 SVY A-1287 DEED DTD 11/5/1928 VOL 1038 PG 399 OFFICIAL PUBLIC  
 RECORDS TARRANT CO TX

**PAYEE MESSAGE:**

11711680

121

**DEPOSIT TO CREDIT OF:**

STATE OF TEXAS (LEASE 109129)  
 COMMISSIONER OF THE  
 GENERAL LAND OFFICE  
 1700 NORTH CONGRESS  
 AUSTIN TX 78701-0000

TOTAL AMOUNT: \$25.00  
 RENTAL AMOUNT: \$25.00  
 BANK CHARGE: \$0.00

**ACCOUNT NO.****PAYABLE TO:**

STATE OF TEXAS (LEASE 109129)  
 COMMISSIONER OF THE  
 GENERAL LAND OFFICE  
 1700 NORTH CONGRESS  
 AUSTIN, TX 78701-0000

**XTO ENERGY INC.**

810 HOUSTON ST., SUITE 2000 - FORT WORTH, TEXAS 76102  
 RETAIN STUB FOR YOUR RECORDS



11.

File No. MF 109129

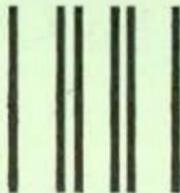
Shut-in Roy Payment

Date Filed: 6-13-11

By Jerry E. Patterson, Commissioner

By JEP

UNITED STATES POSTAL SERVICE



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

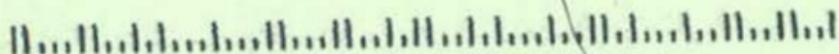
- Sender: Please print your name, address, and ZIP+4 in this box •

03111  
MF 109129  
Harriet Dunne  
Texas General Land Office  
PO Box 12873  
Austin TX 78711-2873

RECEIVED

JUN 24 2011

GENERAL LAND OFFICE



**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:

TARAH ANGELIDIS  
XTO ENERGY INC  
810 HOUSTON ST SUITE 2000  
FORT WORTH TX 76102

**COMPLETE THIS SECTION ON DELIVERY**

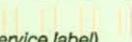
A. Signature *Tarah Lacy - Brown*  Agent  
**X**  Addressee

B. Received by (*Printed Name*) C. Date of Delivery  
**JUN 2 2020**

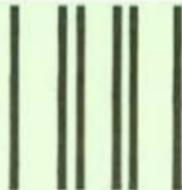
D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (*Extra Fee*)  Yes

2. Article Number  7007 0710 0000 5380 4220  
(*Transfer from service label*)

UNITED STATES POSTAL SERVICE

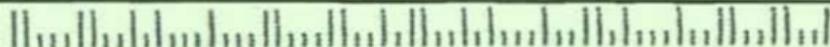


First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

03111  
MF 109129  
Harriet Dunne  
Texas General Land Office  
PO Box 12873  
Austin TX 78711-2873

**RECEIVED**  
28 2010  
GENERAL LAND OFFICE



**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:

LAND DEPARTMENT  
XTO ENERGY INC  
810 HOUSTON ST SUITE 2000  
FORT WORTH TX 76102

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Kenia Lacy - Brown*

- Agent
- Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

*6/24/00*

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

2. Article Number 7007 0710 0000 5380 3506  
(*Transfer from service label*)

7007 0710 0000 5360 4220

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent To XTO Energy

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

City, State, ZIP+4

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- 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.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

CERTIFIED MAIL 70070710000053804220

June 20, 2011

Tarah Angelidis  
XTO Energy Inc  
810 Houston St Suite 2000  
Fort Worth TX 76102

Re: Texas GLO Lease No. MF 109129  
Your Lease No. 1559-8448-00  
Tarrant County TX  
Shut-in royalty

Dear Ms Angelidis:

This acknowledges receipt of your check in the amount of \$25.00 on June 13, 2011 as a shut-in royalty payment for the referenced State lease. Acceptance of this payment does not ensure that lease obligations have been met. Our shut-in affidavit (copy enclosed) must be completed, notarized and returned to the General Land Office within 30 days of receipt of this letter.

If you would like to access the affidavit form online, you may find it here:  
<http://www.glo.state.tx.us/energy/leasesales/shut-in/index.html>

If the shut-in affidavit has already been sent, please let me know when it was mailed and to whom. Please refer to the shut-in provision in your lease for annual renewal information. You may contact me at the number below if you have any questions regarding this request.

Yours truly,

Harriet Dunne, CPL  
Mineral Leasing, Energy Resources  
512-475-1579  
512-475-1543 (fax)  
harriet.dunne@glo.texas.gov

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](http://www.glo.state.tx.us)

12

MF 109129

File No.

Request for Subst-in  
Aggravation

Date Filed:

6-20-11

Jerry E. Patterson, Commissioner

By



**From:** Harriet Dunne  
**To:** <tarah\_angelidis@xtoenergy.com>  
**Date:** 7/7/2011 2:50 PM  
**Subject:** 2010 Shut-in Affidavit for MF109129  
**Attachments:** XTO Affidavit of Shut-in - MF109129.pdf

Tarah,  
Copy is attached. Let me know if you need anything else.

Thanks,

Harriet Dunne, CPL  
Manager, Mineral Leasing, Energy Resources  
Texas General Land Office  
512-475-1579  
harriet.dunne@glo.state.tx.us

File No. MF 109129 13.

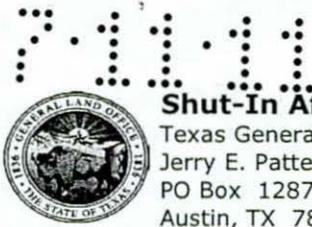
Email Sending Copy of

2010 affidavit

Date Filed: 7-7-11

Jerry E. Patterson, Commissioner

By JEP



**Shut-In Affidavit**

Texas General Land Office  
 Jerry E. Patterson Commissioner  
 PO Box 12873  
 Austin, TX 78711-2873

Please respond fully to all applicable questions on this affidavit. Shut-in may be denied for failure to provide information establishing the validity of this request for shut-in status. For shut-in leases contained within units, separate affidavits must be submitted for each state lease within the unit.

Land Office lease no. M- F109129		Operator XTO Energy Inc.		
Lease name Room Unit		Field name Newark East (Barnett Shale)		
Area	Tract	Part	Acres	
Section	Block	Grantee	County	

**SHUT-IN PAYMENTS** Wells must be capable of producing in paying quantities. Attach an extra sheet to list additional gas wells.

GAS			
Well # 1H	RRC ID # [REDACTED]	Date shut-in April 8, 2010	Produced in past? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Reason shut-in <u>Flow tested well and waiting on pipeline</u>			
Well capable of producing @ <u>2400</u> MCF/D + <u>0</u> Bbls condensate + <u>1920</u> Bbls Water			
Well #	RRC ID #	Date shut-in	Produced in past? <input type="checkbox"/> Yes <input type="checkbox"/> No
Reason shut-in <u>Lack of Pipeline</u>			
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ Bbls Water			
Well #	RRC ID #	Date shut-in	Produced in past? <input type="checkbox"/> Yes <input type="checkbox"/> No
Reason shut-in _____			
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ Bbls Water			

Please list additional oil wells in the additional information section below

RRC Lease ID #	No. of wells for ID #	Date shut-in	TOTAL DAILY POTENTIAL RATE FOR ID #		
			Bbls oil	MCF gas	Bbls water

Reason oil wells are shut-in \_\_\_\_\_

Method of water disposal for above gas and oil leases Water will be trucked to  
offsite disposal well. Bosque Salt Water Disposal System

Total shut-in payment due for this lease \$ 25.00

Indicate which one of these is applicable  payment is being made at the rate of twice the annual rental  
 payment is being made at the rate of \$ 25.00 for each well/completion

Are gas wells connected to a pipeline?  YES  NO

Will purchaser take gas? Name of nearest purchaser \_\_\_\_\_  
 yes-price per MCF offered \$ \_\_\_\_\_ Distance \_\_\_\_\_  
 no Price offered \$ \_\_\_\_\_

List all producing wells within 1,000 feet of this lease. If there are wells more than 1,000 feet from the lease which are draining the lease, list these also.

Operator	Lease Name	Well #	RRC ID #	Distance	Completion Interval	Status

Please provide any additional information here:

Contact Tarah Angelidis Phone 817 885 3206  
Operator's representative

I certify that this statement is true and correct.

By: Tarah Angelidis Title: Sr. Landman

Sworn and subscribed to before me, the undersigned authority  
this 17th day of July, 20 11  
Charla F. Wilkes

Notary Public in and for  
Tarrant County, State of Texas

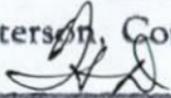
GLO Use Only  
  
Receiving Stamp



File No. MF109129 14.  
Shut-in affidavit

Date Filed: 7-11-11

Jerry E. Patterson, Commissioner

By 

**DO NOT DESTROY**



**Texas General Land Office**  
**UNIT AGREEMENT MEMO**

PA12-374

Unit Number 5845  
 Operator Name XTO ENERGY INC Effective Date 10/1/2011  
 Customer ID C000044262 Unitized For Gas  
 Unit Name Ram Unit 1H Unit Term 0 Months  
 County1 Tarrant  
 County 2 Old Unit Number Inactive Status Date  
 County 3 0  
 RRC District: 05 0  
 Unit Type: Permanent 0  
 State Royalty Interest: 0.0024772468 0  
 State Part in Unit: 0.0099089874  
 Unit Depth All Well: Unit  
 Below Depth 0 Formation: Barnett Shale  
 Above Depth 0 Participation Basis: Surface Acreage  
 [If Exclusions Apply: See Remarks]

MF Number MF109129 Tract Number 1  
 Lease Acres 2.5836 / Total Unit Acres 260.733 =  
 Tract Participation: 0.0099090 X  
 Lease Royalty 0.25 = Manual Tract Participation:  0 | See Remarks  
 Tract Royalty Participation 0.0024772 Manual Tract Royalty:  0

Tract Royalty Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number

424393304400

RRC Number

0

Remarks:

HROW Unit - Effective date 10/1/11 - 1st production after shut-in date of 4/8/10

Prepared By:

ASB

Prepared Date:

6-28-11

GLO Base Updated By:

ASB

GLOBase Date:

6-28-11

RAM Approval By:

\_\_\_\_\_

RAM Approval Date:

\_\_\_\_\_

GIS By:

ZG

GIS Date:

8.7.2012

SALT-IN

PA12-311  
5845



**Information for Highway Right-of-Way Unit Declaration**  
Texas General Land Office  
Jerry Patterson, Commissioner  
1700 North Congress Avenue  
Austin, Texas 78701-1495

**OPERATOR INFORMATION**

Contact Name: Andrea Smith Phone (817) 885-2142  
Name of Pooled Unit Ram Unit 1H  
Operator of Pooled Unit XTO Energy Inc. County Tarrant  
Operator TAX ID # [REDACTED]  
**Effective Date of Unit Declaration:** 12-10-09 ✓

**HROW LEASE(S) IN UNIT**

HROW State Lease No.	Lease Date	Term	HROW Royalty	Total Lease Acreage	Lease Acreage in Unit	Lessee of Record
MF109129	7/1/08	2 years	25%	2.4	2.5836	HRS INC.

+0.1836

Total HROW Acreage In Unit = 2.5836 Ac.  
State's Net Revenue Interest in Unit: 0.002477  
Total Private Acreage In Unit = 258.1494 Ac.  
Total Acreage In Pooled Unit = 260.733 Ac. ✓

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled:  Oil  Gas  Oil & Gas  
Pooled Interval: All Depths \_\_\_\_\_ Top Depth \_\_\_\_\_ Base Depth \_\_\_\_\_  
If pooling a Formation(s) please list Formation Name: Barnett  
RRC Field Name(s): Newark East

**UNIT WELL(S)**

API # 42-439330440000 RRC ID# \_\_\_\_\_  
API # \_\_\_\_\_ RRC ID# \_\_\_\_\_  
API # \_\_\_\_\_ RRC ID# \_\_\_\_\_  
API # \_\_\_\_\_ RRC ID# \_\_\_\_\_

65-902205

**DESIGNATION OF UNIT  
(RAM UNIT)**

STATE OF TEXAS            §§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF TARRANT    §§

1.     **Designation of Unit.** The undersigned (whether one or more, the "Owner") is an owner of the valid and subsisting oil, gas and mineral lease(s) as described on the attached Exhibit A (together with all amendments and corrections thereto, the "Leases") insofar as the Leases cover and affect the land and depths described on Exhibit A. Pursuant to the Leases and the judgment of Owner that it is necessary and advisable to pool the Leases and the lands and depths described on Exhibit A, and with the consent of the lessors of the Leases where required, the Owner hereby pools, consolidates, combines and unitizes the Leases and the lands and depths described on Exhibit A and associated leasehold rights, overriding royalty, royalty interests and any other interest to the extent Owner has the authority to pool, for the purpose of drilling for, development, and production of gas and liquid hydrocarbons (including condensate, distillate and other liquids) from the Unit (as defined below). If at any time any tract of land or interest within the Unit is not properly pooled or unitized or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or invalidate the Unit as to any interest properly pooled or unitized.

2.     **Description of the Unit.** The unit ("Unit") includes the Leases, or portions thereof, and the interval(s), if any, as described on Exhibit A and is comprised only of the lands described on the Attached Exhibit B. If no depth limitations are set forth in Exhibit A, the Unit shall cover all depths. The Owner intends to designate and pool all leases owned by Owner covering the lands described on Exhibit B regardless of whether the Leases are listed on Exhibit A or are improperly described on Exhibit A.

3.     **Production from the Unit.** This Designation of Unit covers all operations on and production from the land and depths described on the attached Exhibits A and B, which is produced from any well drilled to the unitized interval underlying the Unit area to the effect that operations on and production from any tract within the Unit shall be considered operations on and production from all tracts within the Unit.

4.     **Amendment.** The Owner reserves the right to amend this Designation of Unit from time to time, and at any time, to correct any error or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the Leases, by appropriate amendments or instruments.

5.     **Counterpart Signatures.** This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature

pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This unit may not be ratified or joined in by any party who is not named below without consent of the parties hereto.

6. **Effective Date.** The Unit shall be effective as of the date it is filed for record in the official public records of the county and state set forth above, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Leases included in the Unit are maintained in force by payment or tender of shut-in royalties or by any other means, in accordance with the terms of the Leases.

This Designation of Unit shall be binding on the Owner and all other owners of the interests pooled hereby and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 10<sup>th</sup> day of December 2009.

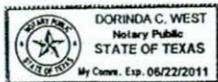
**OWNER:**

**XTO ENERGY INC.**

By: Edwin S. Ryan, Jr.   
Edwin S. Ryan, Jr.  
Sr. Vice President – Land Administration

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 10<sup>th</sup> day of December 2009, by Edwin S. Ryan, Jr., the Senior Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Dorinda C. West  
Notary Public, State of Texas

**Chesapeake Exploration, L.L.C.  
An Oklahoma Limited Liability Company**

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

**Henry J. Hood  
Senior Vice President – Land and Legal  
& General Counsel**

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2009, by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Oklahoma

**Parallel Petroleum Corporation**

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

**John S. Rutherford**  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2009, by John S. Rutherford, Vice President of Parallel Petroleum Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

WES-TEX DRILLING COMPANY, L.P.

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

**David Morris**  
**Executive Vice President**

STATE OF TEXAS     §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2009, by David Morris, Executive Vice President of Wes-Tex Drilling Company, L.P., on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texa

**EXHIBIT "A"**

**Ram Unit 1H**

Attached and made a part of that certain Designation of Unit as shown above dated \_\_\_\_\_, from XTO Energy Inc., to the Public.

**The Leases,**

**Insofar as the Leases cover and affect the land described on Exhibit "B"**

1. Lessor: Florence Bilbrey Estate by: Cary Lee Mitchell, Co-Executor and Roy Ernest Mitchell, Co-Executor  
Lessee: XTO Energy Inc.  
Date: 6/12/2008  
Recorded: Doc. No. D208374534, Real Property Records, Tarrant County, Texas
2. Lessor: Linda Washington  
Lessee: Hollis R. Sullivan, Inc.  
Date: 5/15/2007  
Recorded: Doc. No. D207194986, Real Property Records, Tarrant County, Texas
3. Lessor: JoAnn Green  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/23/2007  
Recorded: Doc. No. D207273056, Real Property Records, Tarrant County, Texas
4. Lessor: Fama McLane  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/23/2007  
Recorded: Doc. No. D207273054, Real Property Records, Tarrant County, Texas
5. Lessor: John T. McLane  
Lessee: Hollis R. Sullivan, Inc.  
Date: 8/29/2007  
Recorded: Doc. No. D207340499, Real Property Records, Tarrant County, Texas
6. Lessor: Debra McLane  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/23/2007  
Recorded: Doc. No. D207273055, Real Property Records, Tarrant County, Texas
7. Lessor: David Anderton  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/24/2007  
Recorded: Doc. No. D207158665, Real Property Records, Tarrant County, Texas
8. Lessor: Joan Marshall, Trustee of the 3512 Lynnfield Trust f/b/o Chariot, LTD.  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/8/2007  
Recorded: Doc. No. D207113215, Real Property Records, Tarrant County, Texas
9. Lessor: LaVerne Adams  
Lessee: Hollis R. Sullivan, Inc.  
Date: 5/3/2007  
Recorded: Doc. No. D207170438, Real Property Records, Tarrant County, Texas
10. Lessor: Willard E. Williams and wife, Barbara Williams  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/9/2007  
Recorded: Doc. No. D207113214, Real Property Records, Tarrant County, Texas
11. Lessor: C.J. Aderholt and wife, Dorothy Aderholt  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/12/2007  
Recorded: Doc. No. D207340515, Real Property Records, Tarrant County, Texas
12. Lessor: Ella L. Williams  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/13/2007  
Recorded: Doc. No. D207273064, Real Property Records, Tarrant County, Texas

13. Lessor: 5171 Investments Group LP  
Lessee: Hollis R. Sullivan, Inc.  
Date: 6/14/2007  
Recorded: Doc. No. D207236338, Real Property Records, Tarrant County, Texas
14. Lessor: Tommy White  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/6/2007  
Recorded: Doc. No. D207113233, Real Property Records, Tarrant County, Texas
15. Lessor: Alfonso Vitela and wife, Rosa Vitela  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/2/2007  
Recorded: Doc. No. D207272188, Real Property Records, Tarrant County, Texas
16. Lessor: Alfonso Vitela, Jr. and wife, Nereida Vitela  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/2/2007  
Recorded: Doc. No. D207272182, Real Property Records, Tarrant County, Texas
17. Lessor: Belia Martinez Valdez and Audelio Martinez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/18/2007  
Recorded: Doc. No. D207340507, Real Property Records, Tarrant County, Texas
18. Lessor: Magdalena Arellano  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/24/2007  
Recorded: Doc. No. D207273045, Real Property Records, Tarrant County, Texas
19. Lessor: Luis Saul Arroyo and wife, Angelina Arroyo  
Lessee: Hollis R. Sullivan, Inc. & Glencrest Resources  
Date: 6/28/2007  
Recorded: Doc. No. D207272179 & D207161948, Real Property Records, Tarrant County, Texas
20. Lessor: Norma Benitez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/7/2007  
Recorded: Doc. No. D207340517, Real Property Records, Tarrant County, Texas
21. Lessor: Playboun Boudtaroth  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/24/2007  
Recorded: Doc. No. D207273047, Real Property Records, Tarrant County, Texas
22. Lessor: Constance Theresa Browne  
Lessee: Hollis R. Sullivan, Inc.  
Date: 6/27/2007  
Recorded: Doc. No. D207236342, Real Property Records, Tarrant County, Texas
23. Lessor: Luis Carrillo and wife, Maria Esther Carrillo  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/5/2007  
Recorded: Doc. No. D207340489, Real Property Records, Tarrant County, Texas
24. Lessor: Leonila Valdez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 6/25/2007  
Recorded: Doc. No. D207236344, Real Property Records, Tarrant County, Texas
25. Lessor: De Wayne E. Tuttle  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/20/2007  
Recorded: Doc. No. D207113200, Real Property Records, Tarrant County, Texas
26. Lessor: Freddie Turner and wife, Kathleen Turner  
Lessee: Hollis R. Sullivan, Inc.  
Date: 6/25/2007  
Recorded: Doc. No. D207272143, Real Property Records, Tarrant County, Texas
27. Lessor: Miguel Munoz Torres a/k/a Miguel Torrez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 8/23/2007  
Recorded: Doc. No. D207309064, Real Property Records, Tarrant County, Texas

28. Lessor: Sergio Granados Castillo  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/16/2007  
 Recorded: Doc. No. D207309041, Real Property Records, Tarrant County, Texas
29. Lessor: Jose L. Chavez and Magdalia Chavez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/12/2007  
 Recorded: Doc. No. D208008262, Real Property Records, Tarrant County, Texas
30. Lessor: Church of God Prophecy  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/23/2007  
 Recorded: Doc. No. D207309065, Real Property Records, Tarrant County, Texas
31. Lessor: Robert M. Cagle and wife, Barbara Cagle  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/12/2007  
 Recorded: Doc. No. D207113195, Real Property Records, Tarrant County, Texas
32. Lessor: Norfleet R. McWilliams Living Trust by Judith L. McWilliams, Trustee  
 Lessee: Paloma Barnett, LLC  
 Date: 10/12/2007  
 Recorded: Doc. No. D208071340, Real Property Records, Tarrant County, Texas
33. Lessor: Horacio E. Burciaga  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/27/2007  
 Recorded: Doc. No. D207158660, Real Property Records, Tarrant County, Texas
34. Lessor: Juan A. Burciaga and Cruz N. Burciaga  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/19/2007  
 Recorded: Doc. No. D207113206, Real Property Records, Tarrant County, Texas
35. Lessor: Juan P. Castaneda and Veronica Legarda  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/19/2007  
 Recorded: Doc. No. D207113207, Real Property Records, Tarrant County, Texas
36. Lessor: Anh Chiem  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/9/2007  
 Recorded: Doc. No. D207309047, Real Property Records, Tarrant County, Texas
37. Lessor: Jorge Cortez and wife, Patricia Cortez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/19/2007  
 Recorded: Doc. No. D207113210, Real Property Records, Tarrant County, Texas
38. Lessor: James Reed, a single person  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208354737, Real Property Records, Tarrant County, Texas
39. Lessor: Elizabeth Harrison  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/16/2007  
 Recorded: Doc. No. D207309060, Real Property Records, Tarrant County, Texas
40. Lessor: Francisco Javier Munoz  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/16/2007  
 Recorded: Doc. No. D207273061, Real Property Records, Tarrant County, Texas
41. Lessor: Maria Torres Ramirez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/30/2007  
 Recorded: Doc. No. D207273051, Real Property Records, Tarrant County, Texas
42. Lessor: Collins Family Limited Partnership  
 Lessee: Dale Property Services, LLC  
 Date: 12/15/2006  
 Recorded: Doc. No. D207206973, Real Property Records, Tarrant County, Texas

43. Lessor: Jose Sotelo  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/13/2007  
 Recorded: Doc. No. D207340519, Real Property Records, Tarrant County, Texas
44. Lessor: Texas Wesleyan University  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 5/23/2006  
 Recorded: Doc. No. D208050459, Amended in D206234954, Real Property Records, Tarrant County, Texas
45. Lessor: Richard Hoang  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/15/2007  
 Recorded: Doc. No. D207309057, Real Property Records, Tarrant County, Texas
46. Lessor: The Florence Bilbrey Estate by Cary Lee Mitchell and Roy Ernest Mitchell  
 Lessee: XTO Energy Inc.  
 Date: 6/12/2008  
 Recorded: Doc. No. D208374535, Real Property Records, Tarrant County, Texas
47. Lessor: Jose Manuel Ontiveros  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/15/2007  
 Recorded: Doc. No. D207340518, Real Property Records, Tarrant County, Texas
48. Lessor: S.R. Davidson Family Limited Partnership  
 Lessee: Dale Property Services, LLC  
 Date: 7/17/2007  
 Recorded: Doc. No. D207291698, Real Property Records, Tarrant County, Texas
49. Lessor: Salvador Romero and wife, Maria Romero  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/30/2007  
 Recorded: Doc. No. D207340492, Real Property Records, Tarrant County, Texas
50. Lessor: Raymond Peter O'Brien and wife, Marvel T. O'Brien  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/23/2007  
 Recorded: Doc. No. D207158653, Real Property Records, Tarrant County, Texas
51. Lessor: Donald R. Holloway  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 5/27/2007  
 Recorded: Doc. No. D207194987, Real Property Records, Tarrant County, Texas
52. Lessor: Eligio Espinoza  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/31/2007  
 Recorded: Doc. No. D207340493, Real Property Records, Tarrant County, Texas
53. Lessor: Benjamin Duran by and through his Agent and Attorney-In-Fact, Alma D. Vargas  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/29/2007  
 Recorded: Doc. No. D207340503, Real Property Records, Tarrant County, Texas
54. Lessor: Leroy J. York and Joyce A. York  
 Lessee: Paloma Barnett, LLC  
 Date: 11/20/2007  
 Recorded: Doc. No. D208029849, Real Property Records, Tarrant County, Texas
55. Lessor: Antonio Preciado  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/16/2007  
 Recorded: Doc. No. D207113212, Real Property Records, Tarrant County, Texas
56. Lessor: Maggie Williams  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/30/2007  
 Recorded: Doc. No. D207158672, Real Property Records, Tarrant County, Texas

57. Lessor: Alma Valenciano  
Lessee: Hollis R. Sullivan, Inc.  
Date: 8/29/2007  
Recorded: Doc. No. D207340501, Real Property Records, Tarrant County, Texas
58. Lessor: Elvia Medrano and husband, Roy Medrano  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/20/2007  
Recorded: Doc. No. D207383383, Real Property Records, Tarrant County, Texas
59. Lessor: Cesar Martinez and Teresa Martinez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 8/9/2007  
Recorded: Doc. No. D207309048, Real Property Records, Tarrant County, Texas
60. Lessor: Kevin Allen Johnson and wife, Vanessa A. Johnson  
Lessee: Hollis R. Sullivan, Inc.  
Date: 10/8/2007  
Recorded: Doc. No. D207383381, Real Property Records, Tarrant County, Texas
61. Lessor: Danny L. Helms, Individually and as Executor to the Estate of Fayette M. Bransom  
Lessee: Hollis R. Sullivan, Inc.  
Date: 10/8/2007  
Recorded: Doc. No. D207383395, Real Property Records, Tarrant County, Texas
62. Lessor: David Stanley Clayton  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/1/2007  
Recorded: Doc. No. D207113221, Real Property Records, Tarrant County, Texas
63. Lessor: Kiuber Suarez and Elda Martinez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/21/2007  
Recorded: Doc. No. D207158670, Real Property Records, Tarrant County, Texas
64. Lessor: Yolanda Hinojosa  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/5/2007  
Recorded: Doc. No. D207340490, Real Property Records, Tarrant County, Texas
65. Lessor: Doris Curvey  
Lessee: Hollis R. Sullivan, Inc.  
Date: 8/21/2007  
Recorded: Doc. No. D207309058, Real Property Records, Tarrant County, Texas
66. Lessor: Roberto G. Villanueva and wife, Gabriela Villanueva  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/24/2007  
Recorded: Doc. No. D207309075, Real Property Records, Tarrant County, Texas
67. Lessor: Martin Aguayo  
Lessee: Hollis R. Sullivan, Inc.  
Date: 6/14/2007  
Recorded: Doc. No. D207236339, Real Property Records, Tarrant County, Texas
68. Lessor: Isaias Aguilar and wife, Celia C. Aguilar  
Lessee: Paloma Barnett, LLC  
Date: 9/17/2007  
Recorded: Doc. No. D207441773, Real Property Records, Tarrant County, Texas
69. Lessor: Juan V. Renteria and wife, Maria I. Renteria  
Lessee: Dale Property Services, LLC  
Date: 6/27/2007  
Recorded: Doc. No. D207227432, Real Property Records, Tarrant County, Texas
70. Lessor: Joe D. Cunningham and wife, Velma Cunningham  
Lessee: Paloma Barnett, LLC  
Date: 10/25/2007  
Recorded: Doc. No. D208074355, Real Property Records, Tarrant County, Texas
71. Lessor: Manuel Martinez and wife, Francisca Martinez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 5/2/2007  
Recorded: Doc. No. D207170423, Real Property Records, Tarrant County, Texas

72. Lessor: Rene Calvillo Torres and wife, Luz C. Torres  
 Lessee: Paloma Barnett, LLC  
 Date: 10/3/2007  
 Recorded: Doc. No. D208070841, Real Property Records, Tarrant County, Texas
73. Lessor: Manuel Martinez and Elinor L. Martinez, husband and wife  
 Lessee: Paloma Barnett, LLC  
 Date: 9/26/2007  
 Recorded: Doc. No. D207442013, Real Property Records, Tarrant County, Texas
74. Lessor: Mayra Linda Moran  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/13/2007  
 Recorded: Doc. No. D207340520, Real Property Records, Tarrant County, Texas
75. Lessor: Dan Goodin, Jr.  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/21/2007  
 Recorded: Doc. No. D207158658, Real Property Records, Tarrant County, Texas
76. Lessor: Edgar Garcia and wife, Maria C. Camacho  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/22/2007  
 Recorded: Doc. No. D207309063, Real Property Records, Tarrant County, Texas
77. Lessor: Javier Ibarra  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/27/2007  
 Recorded: Doc. No. D207309071, Real Property Records, Tarrant County, Texas
78. Lessor: Veronica G. Lopez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/14/2007  
 Recorded: Doc. No. D207098743, Real Property Records, Tarrant County, Texas
79. Lessor: Jose A. Pulido  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/23/2007  
 Recorded: Doc. No. D207113189, Real Property Records, Tarrant County, Texas
80. Lessor: Victor L. Simpson and wife, Genenell Simpson  
 Lessee: XTO Energy Inc.  
 Date: 12/3/2008  
 Recorded: Doc. No. D209088969, Real Property Records, Tarrant County, Texas
81. Lessor: Miguel Martinez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/7/2007  
 Recorded: Doc. No. D207113231, Real Property Records, Tarrant County, Texas
82. Lessor: Pedro Montes  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/4/2007  
 Recorded: Doc. No. D207383379, Real Property Records, Tarrant County, Texas
83. Lessor: Emeterio Vigil, II and wife, Leticia Vigil  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/22/2007  
 Recorded: Doc. No. D207400258, Real Property Records, Tarrant County, Texas
84. Lessor: Ramon Salazar  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/16/2007  
 Recorded: Doc. No. D207158648, Real Property Records, Tarrant County, Texas
85. Lessor: Charles Edwin Smith and wife, Alice M. Smith  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 5/4/2007  
 Recorded: Doc. No. D207170436, Real Property Records, Tarrant County, Texas

86. Lessor: Fidel R. Arenas and wife, Marta Arenas  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/27/2007  
 Recorded: Doc. No. D207309073, Real Property Records, Tarrant County, Texas
87. Lessor: Oralia S. Anzaldua  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/15/2007  
 Recorded: Doc. No. D207113201, Real Property Records, Tarrant County, Texas
88. Lessor: Sandra D. Pecina  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/24/2007  
 Recorded: Doc. No. D207383386, Real Property Records, Tarrant County, Texas
89. Lessor: John Mouring and wife, Leigh Mouring  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/18/2007  
 Recorded: Doc. No. D207236353, Real Property Records, Tarrant County, Texas
90. Lessor: Fernando Gonzalez and Martina Gonzalez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/20/2007  
 Recorded: Doc. No. D207113208, Real Property Records, Tarrant County, Texas
91. Lessor: Martin O. Gomez  
 Lessee: Paloma Barnett, LLC  
 Date: 3/14/2007  
 Recorded: Doc. No. D207441782, Real Property Records, Tarrant County, Texas
92. Lessor: Eduardo Rosas and wife, Rebeca Rosas  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/22/2007  
 Recorded: Doc. No. D207158657, Real Property Records, Tarrant County, Texas
93. Lessor: Shawn Wolfe, Trustee of Barbara Sloan Estate  
 Lessee: Paloma Barnett, LLC  
 Date: 12/18/2007  
 Recorded: Doc. No. D208012284, Real Property Records, Tarrant County, Texas
94. Lessor: Gloria Wallace  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/16/2007  
 Recorded: Doc. No. D207158646, Real Property Records, Tarrant County, Texas
95. Lessor: Linda F. Whitney  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/13/2007  
 Recorded: Doc. No. D207113194, Real Property Records, Tarrant County, Texas
96. Lessor: Francisco C. Hernandez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/27/2007  
 Recorded: Doc. No. D207309076, Real Property Records, Tarrant County, Texas
97. Lessor: Ana Maria Rodriguez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/24/2007  
 Recorded: Doc. No. D207383387, Real Property Records, Tarrant County, Texas
98. Lessor: Jose Saldivar  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/4/2008  
 Recorded: Doc. No. D207100161, Real Property Records, Tarrant County, Texas
99. Lessor: Gerald Geeslin and wife, Faith Geeslin  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/2/2007  
 Recorded: Doc. No. D207383377, Real Property Records, Tarrant County, Texas
100. Lessor: Calvin J. Watson  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/14/2007  
 Recorded: Doc. No. D207170429, Real Property Records, Tarrant County, Texas

101. Lessor: Diane L. Whitfield  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/7/2007  
 Recorded: Doc. No. D207113234, Real Property Records, Tarrant County, Texas
102. Lessor: Raul DelaCruz and Blanca DelaCruz  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/17/2007  
 Recorded: Doc. No. D207170428, Real Property Records, Tarrant County, Texas
103. Lessor: Carlos L. Torres  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/17/2007  
 Recorded: Doc. No. D207170427, Real Property Records, Tarrant County, Texas
104. Lessor: Ballard Sales Company  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/14/2007  
 Recorded: Doc. No. D207309051, Real Property Records, Tarrant County, Texas
105. Lessor: City Vending Company, Inc.  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 11/20/2007  
 Recorded: Doc. No. D208008259, Real Property Records, Tarrant County, Texas
106. Lessor: Solomon Rhima and Linda Rhima Trust  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 12/5/2007  
 Recorded: Doc. No. D208008267, Real Property Records, Tarrant County, Texas
107. Lessor: Nathan P. Newbern  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/16/2007  
 Recorded: Doc. No. D207309053, Real Property Records, Tarrant County, Texas
108. Lessor: Earl Waddell, Inc.  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/15/2007  
 Recorded: Doc. No. D207113190, Real Property Records, Tarrant County, Texas
109. Lessor: Paul M. Johnson, Jr.  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/23/2007  
 Recorded: Doc. No. D207168366, Real Property Records, Tarrant County, Texas
110. Lessor: Martin O. Grunow and Beverly W. Grunow, husband and wife  
 Lessee: Paloma Barnett, LLC  
 Date: 12/4/2007  
 Recorded: Doc. No. D208029846, Real Property Records, Tarrant County, Texas
111. Lessor: Little Road Business Enterprise Trust  
 Lessee: XTO Energy Inc.  
 Date: 8/13/2009  
 Recorded: Doc. No. D209219428, Real Property Records, Tarrant County, Texas
112. Lessor: DK Haney Construction, Inc.  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/26/2007  
 Recorded: Doc. No. D207273046, Real Property Records, Tarrant County, Texas
113. Lessor: US Financial & Investment Svc.  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/22/2007  
 Recorded: Doc. No. D207113188, Real Property Records, Tarrant County, Texas
114. Lessor: Richard Robert Stevens  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/16/2007  
 Recorded: Doc. No. D207400262, Real Property Records, Tarrant County, Texas

115. Lessor: Ngat Thi Nguyen  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/15/2007  
 Recorded: Doc. No. D207309056, Real Property Records, Tarrant County, Texas
116. Lessor: Ernest McGhee  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/15/2007  
 Recorded: Doc. No. D207309055, Real Property Records, Tarrant County, Texas
117. Lessor: Kenneth R. Orr  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/19/2007  
 Recorded: Doc. No. D207236341, Real Property Records, Tarrant County, Texas
118. Lessor: Olivia G. Byrd  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/4/2007  
 Recorded: Doc. No. D207340494, Real Property Records, Tarrant County, Texas
119. Lessor: Dolores Canales  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/21/2007  
 Recorded: Doc. No. D207309040, Real Property Records, Tarrant County, Texas
120. Lessor: Glafiro Sanchez and wife, Maria Sanchez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/20/2007  
 Recorded: Doc. No. D207340537, Real Property Records, Tarrant County, Texas
121. Lessor: Gabriel Hernandez and wife, Teresa Hernandez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/26/2007  
 Recorded: Doc. No. D207158667, Real Property Records, Tarrant County, Texas
122. Lessor: Joseph E. Ballew  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/24/2007  
 Recorded: Doc. No. D207170424, Real Property Records, Tarrant County, Texas
123. Lessor: Npot Partners I, LP  
 Lessee: Dale Property Services, LLC  
 Date: 9/7/2007  
 Recorded: Doc. No. D207333592, Real Property Records, Tarrant County, Texas
124. Lessor: Michael Pearson  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 2/22/2007  
 Recorded: Doc. No. D207113225, Real Property Records, Tarrant County, Texas
125. Lessor: William R. Vandagriff  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/24/2007  
 Recorded: Doc. No. D207309044, Real Property Records, Tarrant County, Texas
126. Lessor: Shirley Ann Sanders  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 2/20/2007  
 Recorded: Doc. No. D207113220, Real Property Records, Tarrant County, Texas
127. Lessor: Paul C. Parker  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 2/22/2007  
 Recorded: Doc. No. D207113224, Real Property Records, Tarrant County, Texas
128. Lessor: David Anderton  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/24/2007  
 Recorded: Doc. No. D207158663, Real Property Records, Tarrant County, Texas
129. Lessor: In Sun Chon  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/22/2007  
 Recorded: Doc. No. D207340491, Real Property Records, Tarrant County, Texas

130. Lessor: Paul E. Matthews  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/17/2007  
 Recorded: Doc. No. D207309038, Real Property Records, Tarrant County, Texas
131. Lessor: Prince of Peace Missionary Church  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/26/2007  
 Recorded: Doc. No. D207309086, Real Property Records, Tarrant County, Texas
132. Lessor: Fautor Rivera and Carmen Rivera  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/12/2007  
 Recorded: Doc. No. D207273059, Real Property Records, Tarrant County, Texas
133. Lessor: Antonio M. Palacious  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/10/2007  
 Recorded: Doc. No. D207340521, Real Property Records, Tarrant County, Texas
134. Lessor: Alex Williams and wife, Easter M. Williams  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/2/2007  
 Recorded: Doc. No. D207309078, Real Property Records, Tarrant County, Texas
135. Lessor: Rosa Lee Hasley  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/14/2007  
 Recorded: Doc. No. D207113203, Real Property Records, Tarrant County, Texas
136. Lessor: Richard N. Champagne  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 2/1/2007  
 Recorded: Doc. No. D207113235, Real Property Records, Tarrant County, Texas
137. Lessor: Mary Katherine Cossly c/o Carl Edmond Kelly  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/29/2007  
 Recorded: Doc. No. D207400270, Real Property Records, Tarrant County, Texas
138. Lessor: Elena Alvarado  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/5/2007  
 Recorded: Doc. No. D207309042, Real Property Records, Tarrant County, Texas
139. Lessor: Willard E. Williams and wife, Barbara Williams  
 Lessee: Dale Property Services, LLC  
 Date: 7/6/2007  
 Recorded: Doc. No. D207251936, Real Property Records, Tarrant County, Texas
140. Lessor: Claudia P. Hernandez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 5/14/2007  
 Recorded: Doc. No. D207272162, Real Property Records, Tarrant County, Texas
141. Lessor: Alma M. Woodard, a widow  
 Lessee: Dale Property Services, LLC  
 Date: 8/22/2007  
 Recorded: Doc. No. D207307168, Real Property Records, Tarrant County, Texas
142. Lessor: Philip Delancy  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 5/16/2007  
 Recorded: Doc. No. D207272142, Real Property Records, Tarrant County, Texas
143. Lessor: Mimosa Partners, LLP.  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 12/28/2007  
 Recorded: Doc. No. D208050482, Real Property Records, Tarrant County, Texas

144. Lessor: Trinidad Jimenez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/22/2007  
 Recorded: Doc. No. D207158655, Real Property Records, Tarrant County, Texas
145. Lessor: Foreclosure Doctor, LLC  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 2/2/2007  
 Recorded: Doc. No. D207340513, Real Property Records, Tarrant County, Texas
146. Lessor: Gloria A. Solis  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 2/7/2007  
 Recorded: Doc. No. D207113223, Real Property Records, Tarrant County, Texas
147. Lessor: Aubrey J. Barree  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/1/2007  
 Recorded: Doc. No. D207113226, Real Property Records, Tarrant County, Texas
148. Lessor: Maria Garcia  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/14/2007  
 Recorded: Doc. No. D207309043, Real Property Records, Tarrant County, Texas
149. Lessor: Gloria Garcia, a single person  
 Lessee: Paloma Barnett, LLC  
 Date: 9/14/2007  
 Recorded: Doc. No. D208030449, Real Property Records, Tarrant County, Texas
150. Lessor: David Papillion, d/b/a Papillion Commercial Interiors  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/20/2007  
 Recorded: Doc. No. D207309061, Real Property Records, Tarrant County, Texas
151. Lessor: Jim Austin, dealing in his sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 9/21/2007  
 Recorded: Doc. No. D207442008, Real Property Records, Tarrant County, Texas
152. Lessor: Eugenia M. Kennedy, dealing in her sole and separate property  
 Lessee: Dale Property Services, LLC  
 Date: 8/8/2007  
 Recorded: Doc. No. D207376356, Real Property Records, Tarrant County, Texas
153. Lessor: Sandra Silva  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/27/2007  
 Recorded: Doc. No. D207309074, Real Property Records, Tarrant County, Texas
154. Lessor: Royce Lynne Long Larson, A/K/A Royce Larson  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/31/2007  
 Recorded: Doc. No. D207309052, Real Property Records, Tarrant County, Texas
155. Lessor: Joan Mooney, Attorney-in-Fact for Virginia T. Jones  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/25/2007  
 Recorded: Doc. No. D207400265, Real Property Records, Tarrant County, Texas
156. Lessor: Victor Rivera and wife, Olga Rivera  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/18/2007  
 Recorded: Doc. No. D207400261, Real Property Records, Tarrant County, Texas
157. Lessor: Socorro Macias F.K.A. Socorro Ruiz, with spouse Jose B. Torres  
 Lessee: Dale Property Services, LLC  
 Date: 10/30/2007  
 Recorded: Doc. No. D208019736, Real Property Records, Tarrant County, Texas
158. Lessor: Otis E. Chasteen and Betty L. Chasteen, husband and wife  
 Lessee: Paloma Barnett, LLC  
 Date: 10/1/2007  
 Recorded: Doc. No. D208073362, Real Property Records, Tarrant County, Texas

159. Lessor: Irene Ruiz  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/9/2007  
 Recorded: Doc. No. D207383396, Real Property Records, Tarrant County, Texas
160. Lessor: Billy J. Bunch, III  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/11/2007  
 Recorded: Doc. No. D207383399, Real Property Records, Tarrant County, Texas
161. Lessor: Gwendolyn L. Thompson  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/12/2007  
 Recorded: Doc. No. D207113196, Real Property Records, Tarrant County, Texas
162. Lessor: Maria R. Flores  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/9/2007  
 Recorded: Doc. No. D207383394, Real Property Records, Tarrant County, Texas
163. Lessor: Helen M. Whisenand and Marilyn S. Townsend  
 Lessee: Paloma Barnett, LLC  
 Date: 11/3/2007  
 Recorded: Doc. No. D208065702, Real Property Records, Tarrant County, Texas
164. Lessor: Clifton Douglas and wife, Zonia M. Douglas  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 1/31/2007  
 Recorded: Doc. No. D207060863, Real Property Records, Tarrant County, Texas
165. Lessor: Jesus Manuel Chavez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/18/2007  
 Recorded: Doc. No. D207340509, Real Property Records, Tarrant County, Texas
166. Lessor: Polytechnic United Methodist Church  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/7/2007  
 Recorded: Doc. No. D207340535, Real Property Records, Tarrant County, Texas
167. Lessor: Fernando Najera and wife, Beatrice Najera  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/28/2007  
 Recorded: Doc. No. D207158669, Real Property Records, Tarrant County, Texas
168. Lessor: Kevin K. Wilson and Maria D. Wilson  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/27/2007  
 Recorded: Doc. No. D207158671, Real Property Records, Tarrant County, Texas
169. Lessor: Jose Gutierrez and wife, Antonia Gutierrez  
 Lessee: Paloma Barnett, LLC  
 Date: 1/15/2009  
 Recorded: Doc. No. D207444978, Real Property Records, Tarrant County, Texas
170. Lessor: Armando Hernandez and wife, Juanita Hernandez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/23/2007  
 Recorded: Doc. No. D207168373, Real Property Records, Tarrant County, Texas
171. Lessor: Eunice L. Kelley  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/1/2007  
 Recorded: Doc. No. D207272171, Real Property Records, Tarrant County, Texas
172. Lessor: Rojeana L. Lee  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/28/2007  
 Recorded: Doc. No. D207340506, Real Property Records, Tarrant County, Texas

173. Lessor: Julian Loya and wife, Elizabeth Loya  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/7/2007  
 Recorded: Doc. No. D207309082, Real Property Records, Tarrant County, Texas
174. Lessor: Floyd B. McKneely, Jr. and wife, Rebecca McKneely  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208187554, Real Property Records, Tarrant County, Texas
175. Lessor: Melinda K. Miller  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/3/2007  
 Recorded: Doc. No. D207309085, Real Property Records, Tarrant County, Texas
176. Lessor: Jose Humberto Molina and wife, Ana Dilia Molina  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/25/2007  
 Recorded: Doc. No. D207273049, Real Property Records, Tarrant County, Texas
177. Lessor: Ricardo Veyna and wife, Herlinda Veyna  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208187554, Real Property Records, Tarrant County, Texas
178. Lessor: Efrain Munoz and wife, Angelica Saldivar-Munoz  
 Lessee: Paloma Barnett, LLC  
 Date: 9/6/2007  
 Recorded: Doc. No. D208065724, Real Property Records, Tarrant County, Texas
179. Lessor: Juan C. Ocampo and wife, Ana B. Ocampo  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/16/2007  
 Recorded: Doc. No. D207383400, Real Property Records, Tarrant County, Texas
180. Lessor: Ronald E. Olman, whose marital status has not changed since acquiring this interest  
 Lessee: Dale Property Services, LLC  
 Date: 3/23/2007  
 Recorded: Doc. No. D207108301, Real Property Records, Tarrant County, Texas
181. Lessor: Brian Thomas Papke, a single person  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208170763, Real Property Records, Tarrant County, Texas
182. Lessor: Juan G. Paredes and wife, Felicitas Paredes  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208187554, Real Property Records, Tarrant County, Texas
183. Lessor: Ann Martin, attorney-in-fact for Anna Laura Sprinkle  
 Lessee: Dale Property Services, LLC  
 Date: 9/15/2007  
 Recorded: Doc. No. D208459791, Real Property Records, Tarrant County, Texas
184. Lessor: Sarah Louise Thomas  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/25/2007  
 Recorded: Doc. No. D207236345, Real Property Records, Tarrant County, Texas
185. Lessor: Aurora Elizondo  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/8/2007  
 Recorded: Doc. No. D207168377, Real Property Records, Tarrant County, Texas
186. Lessor: Ignacio Duran and wife, Teresa Duran  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/12/2007  
 Recorded: Doc. No. D207113192, Real Property Records, Tarrant County, Texas
187. Lessor: Senen Lopez and wife, Maria Lopez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/26/2007  
 Recorded: Doc. No. D207158668, Real Property Records, Tarrant County, Texas

188. Lessor: Enedelia Rodriguez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/26/2007  
 Recorded: Doc. No. D207158664, Real Property Records, Tarrant County, Texas
189. Lessor: Chapel Heights Properties, LP  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 12/27/2008  
 Recorded: Doc. No. D208008264, Real Property Records, Tarrant County, Texas
190. Lessor: Jenaro Molina, a married man, dealing in his sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 9/20/2007  
 Recorded: Doc. No. D208073683, Real Property Records, Tarrant County, Texas
191. Lessor: Reynaldo Garza  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/26/2007  
 Recorded: Doc. No. D207158662, Real Property Records, Tarrant County, Texas
192. Lessor: Consuelo Torrez Garza  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/26/2007  
 Recorded: Doc. No. D207158661, Real Property Records, Tarrant County, Texas
193. Lessor: Dennis A. Reid  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 12/23/2007  
 Recorded: Doc. No. D207400269, Real Property Records, Tarrant County, Texas
194. Lessor: Ethel Franklin, a widow  
 Lessee: Dale Property Services, LLC  
 Date: 6/4/2007  
 Recorded: Doc. No. D207220289, Real Property Records, Tarrant County, Texas
195. Lessor: Jose Ruben Rivera Lopez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/5/2007  
 Recorded: Doc. No. D207113232, Real Property Records, Tarrant County, Texas
196. Lessor: Walter Evans  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/24/2007  
 Recorded: Doc. No. D207340502, Real Property Records, Tarrant County, Texas
197. Lessor: Henning Investments, Inc.  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/25/2007  
 Recorded: Doc. No. D207340495, Real Property Records, Tarrant County, Texas
198. Lessor: Ramon Beltran  
 Lessee: Dale Property Services, LLC  
 Date: 6/22/2007  
 Recorded: Doc. No. D207284211, Real Property Records, Tarrant County, Texas
199. Lessor: Rosendo Flores and wife, Mary Flores  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/8/2007  
 Recorded: Doc. No. D207309049, Real Property Records, Tarrant County, Texas
200. Lessor: Everardo Velazquez and Emilia Velazquez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/29/2007  
 Recorded: Doc. No. D207383390, Real Property Records, Tarrant County, Texas
201. Lessor: Inocente Acevedo and wife, Carman Acevedo  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/21/2007  
 Recorded: Doc. No. D207309045  
 Real Property Records, Tarrant County, Texas

202. Lessor: Porfirio Vazquez and Janeth Vazquez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 6/28/2007  
Recorded: Doc. No. D207272175, Real Property Records, Tarrant County, Texas
203. Lessor: J. Jesus Huerta  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/14/2007  
Recorded: Doc. No. D207113198, Real Property Records, Tarrant County, Texas
204. Lessor: Elisha Thomas  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/28/2007  
Recorded: Doc. No. D207158666, Real Property Records, Tarrant County, Texas
205. Lessor: Shawn Wolfe, Executor of the Estate of Hollis G. Sloan, Trustee of the Testamentary Trusts under the Will of Barbara A. Sloan, deceased, and dealing with her sole and separate property  
Lessee: Four Sevens Energy  
Date: 9/25/2007  
Recorded: Doc. No. D207374689, Real Property Records, Tarrant County, Texas
206. Lessor: Harold L. Cole  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/21/2007  
Recorded: Doc. No. D207113216 & D207168330, Real Property Records, Tarrant County, Texas
207. Lessor: Gustavo Ramirez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 10/3/2007  
Recorded: Doc. No. D207383376, Real Property Records, Tarrant County, Texas
208. Lessor: Olga Lidia Leon and husband, Sergio Vasquez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 10/9/2007  
Recorded: Doc. No. D207400257, Real Property Records, Tarrant County, Texas
209. Lessor: Rubane Diaz  
Lessee: Hollis R. Sullivan, Inc.  
Date: 6/27/2007  
Recorded: Doc. No. D207272184, Real Property Records, Tarrant County, Texas
210. Lessor: Walter A. Pleitez  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/30/2007  
Recorded: Doc. No. D207273050, Real Property Records, Tarrant County, Texas
211. Lessor: Cathryn Pearcy  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/12/2007  
Recorded: Doc. No. D207113197, Real Property Records, Tarrant County, Texas
212. Lessor: Betty Douglas, a widow  
Lessee: Dale Property Services, LLC  
Date: 10/13/2007  
Recorded: Doc. No. D207415911, Real Property Records, Tarrant County, Texas
213. Lessor: Pascuala S. Rodriguez, dealing in her sole and separate property  
Lessee: Paloma Barnett, LLC  
Date: 12/14/2007  
Recorded: Doc. No. D208064852, Real Property Records, Tarrant County, Texas
214. Lessor: Sebastian Salazar and wife, Rosa Salazar  
Lessee: Paloma Barnett, LLC  
Date: 1/14/2008  
Recorded: Doc. No. D208066020, Real Property Records, Tarrant County, Texas
215. Lessor: Gloria Salazar, dealing in her sole and separate property  
Lessee: Paloma Barnett, LLC  
Date: 1/10/2008  
Recorded: Doc. No. D208064856, Real Property Records, Tarrant County, Texas
216. Lessor: Pedro D. Garcia and Amelia G. Garcia  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/17/2007  
Recorded: Doc. No. D207340510, Real Property Records, Tarrant County, Texas

217. Lessor: State of Texas, General Land Office  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/1/2008  
 Recorded: Doc. No. D208310051, Real Property Records, Tarrant County, Texas
218. Lessor: Cesar Hernandez and wife, Meribel Hernandez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/24/2007  
 Recorded: Doc. No. D207236337, Real Property Records, Tarrant County, Texas
219. Lessor: John E. Holt and Sharon Joyce Welch  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/15/2007  
 Recorded: Doc. No. D207113205, Real Property Records, Tarrant County, Texas
220. Lessor: Rebeca Salas  
 Lessee: Paloma Barnett, LLC  
 Date: 2/5/2008  
 Recorded: Doc. No. D208109543, Real Property Records, Tarrant County, Texas
221. Lessor: Peggy Jean LaValley  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/22/2007  
 Recorded: Doc. No. D207158656, Real Property Records, Tarrant County, Texas
222. Lessor: Jesus Lopez and wife, Christina Lopez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/1/2007  
 Recorded: Doc. No. D207113219, Real Property Records, Tarrant County, Texas
223. Lessor: Ubaldo Loya and Iduvigis Gutierrez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 5/7/2007  
 Recorded: Doc. No. D207170425, Real Property Records, Tarrant County, Texas
224. Lessor: Juan Francisco Lujan and Frederico Lujan  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/11/2007  
 Recorded: Doc. No. D207170441, Real Property Records, Tarrant County, Texas
225. Lessor: Dionicio Mancinas, dealing in his sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 9/18/2007  
 Recorded: Doc. No. D207444984, Real Property Records, Tarrant County, Texas
226. Lessor: John J. Martinez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/16/2007  
 Recorded: Doc. No. D207170430, Real Property Records, Tarrant County, Texas
227. Lessor: Lilly Martinez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/18/2007  
 Recorded: Doc. No. D207158650, Real Property Records, Tarrant County, Texas
228. Lessor: Petronilo Martinez, dealing in his sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 10/16/2007  
 Recorded: Doc. No. D208068774, Real Property Records, Tarrant County, Texas
229. Lessor: Michael Ray McCarty  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/12/2007  
 Recorded: Doc. No. D207340525, Real Property Records, Tarrant County, Texas
230. Lessor: Otis C. McKinney and wife, Audrey R. McKinney  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/13/2007  
 Recorded: Doc. No. D207340512, Real Property Records, Tarrant County, Texas

231. Lessor: Fernando Medina and Yolanda Calvio  
Lessee: Hollis R. Sullivan, Inc.  
Date: 4/7/2007  
Recorded: Doc. No. D207170434, Real Property Records, Tarrant County, Texas
232. Lessor: Sonia Flores Molina  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/12/2007  
Recorded: Doc. No. D207340522, Real Property Records, Tarrant County, Texas
233. Lessor: Robert Andrew James  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/5/2007  
Recorded: Doc. No. D207113229, Real Property Records, Tarrant County, Texas
234. Lessor: The JDW Family Limited Partnership, a Texas Limited Partnership  
Lessee: Dale Property Services, LLC  
Date: 8/21/2007  
Recorded: Doc. No. D207388475, Real Property Records, Tarrant County, Texas
235. Lessor: Elizabeth Munoz, a widow  
Lessee: Dale Property Services, LLC  
Date: 3/5/2009  
Recorded: Doc. No. D209065506, Real Property Records, Tarrant County, Texas
236. Lessor: Brenda Navarro  
Lessee: Paloma Barnett, LLC  
Date: 2/1/2008  
Recorded: Doc. No. D208096112, Real Property Records, Tarrant County, Texas
237. Lessor: Jorge Morales  
Lessee: Hollis R. Sullivan, Inc.  
Date: 7/25/2007  
Recorded: Doc. No. D207309083, Real Property Records, Tarrant County, Texas
238. Lessor: Ronald E. Olman, whose marital status has not changed since acquiring this interest  
Lessee: Dale Property Services, LLC  
Date: 3/23/2007  
Recorded: Doc. No. D207116122, Real Property Records, Tarrant County, Texas
239. Lessor: Homestate Property Inc., a Texas Corporation  
Lessee: Dale Property Services, LLC  
Date: 8/5/2008  
Recorded: Doc. No. D208318269, Real Property Records, Tarrant County, Texas
240. Lessor: Denise Rene Pearson  
Lessee: Hollis R. Sullivan, Inc.  
Date: 2/22/2007  
Recorded: Doc. No. D207113191, Real Property Records, Tarrant County, Texas
241. Lessor: Vijay Poux  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/11/2007  
Recorded: Doc. No. D207340526, Real Property Records, Tarrant County, Texas
242. Lessor: Humberto Rodriquez and wife, Beatriz Garcia  
Lessee: Hollis R. Sullivan, Inc.  
Date: 5/4/2007  
Recorded: Doc. No. D207170426, Real Property Records, Tarrant County, Texas
243. Lessor: Miguel Angel Aguinaga  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/17/2007  
Recorded: Doc. No. D207340511, Real Property Records, Tarrant County, Texas
244. Lessor: Emilio Romo and spouse, Consuelo Romo  
Lessee: Hollis R. Sullivan, Inc.  
Date: 9/28/2007  
Recorded: Doc. No. D207383378, Real Property Records, Tarrant County, Texas
245. Lessor: Terry L. Stanfill and wife, Linda A. Stanfill  
Lessee: Hollis R. Sullivan, Inc.  
Date: 3/12/2007  
Recorded: Doc. No. D207113199, Real Property Records, Tarrant County, Texas

246. Lessor: Patricia Gail Stoglin and T. Rashad Stoglin  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/12/2007  
 Recorded: Doc. No. D207170433, Real Property Records, Tarrant County, Texas
247. Lessor: Atanacio Munoz Torres  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/6/2007  
 Recorded: Doc. No. D207340527, Real Property Records, Tarrant County, Texas
248. Lessor: Texas Wesleyan University  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208187554, Real Property Records, Tarrant County, Texas
249. Lessor: Micaela Salzar  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/6/2007  
 Recorded: Doc. No. D207340529, Real Property Records, Tarrant County, Texas
250. Lessor: Juan C. Sanchez and wife, Sandra Sanchez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/19/2007  
 Recorded: Doc. No. D207158652, Real Property Records, Tarrant County, Texas
251. Lessor: Michael S. Sevener  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/1/2007  
 Recorded: Doc. No. D207113227, Real Property Records, Tarrant County, Texas
252. Lessor: James Cushman, a married person  
 Lessee: Dale Property Services, LLC  
 Date: 3/16/2007  
 Recorded: Doc. No. D207125961, Real Property Records, Tarrant County, Texas
253. Lessor: John E. Daggs  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/9/2007  
 Recorded: Doc. No. D207272163, Real Property Records, Tarrant County, Texas
254. Lessor: Restoration Properties Inc.  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208398211, Real Property Records, Tarrant County, Texas
255. Lessor: Tommy White  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/28/2007  
 Recorded: Doc. No. D207272174, Real Property Records, Tarrant County, Texas
256. Lessor: Earl W. Wright and wife, Annalee Wright  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/9/2007  
 Recorded: Doc. No. D207309046, Real Property Records, Tarrant County, Texas
257. Lessor: Alma D. Yanez and Serafin Yanez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/27/2007  
 Recorded: Doc. No. D207170437, Real Property Records, Tarrant County, Texas
258. Lessor: Baltazar Yanez and wife, Silvia Guadian  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 5/9/2007  
 Recorded: Doc. No. D207163313, Real Property Records, Tarrant County, Texas
259. Lessor: Jesus Zapata and wife, Juanita Zapata  
 Lessee: Dale Property Services, LLC  
 Date: 2/22/2007  
 Recorded: Doc. No. D207108003, Real Property Records, Tarrant County, Texas

260. Lessor: Scott Dyaon  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/8/2007  
 Recorded: Doc. No. D207113217, Real Property Records, Tarrant County, Texas
261. Lessor: Hector Espinoza and Luzelua Espinoza  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/1/2007  
 Recorded: Doc. No. D207170443, Real Property Records, Tarrant County, Texas
262. Lessor: Martin H. Espinoza and Maria Espinoza  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 4/11/2007  
 Recorded: Doc. No. D207170444, Real Property Records, Tarrant County, Texas
263. Lessor: Roberto Estrada  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 5/3/2007  
 Recorded: Doc. No. D207170435, Real Property Records, Tarrant County, Texas
264. Lessor: Ronnie Lee Ferguson  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/6/2007  
 Recorded: Doc. No. D207113218, Real Property Records, Tarrant County, Texas
265. Lessor: Israel Flores, dealing in their sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 11/8/2007  
 Recorded: Doc. No. D208017032, Real Property Records, Tarrant County, Texas
266. Lessor: Jose L. Garcia  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/5/2007  
 Recorded: Doc. No. D207113230, Real Property Records, Tarrant County, Texas
267. Lessor: Gary Johnson  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/5/2007  
 Recorded: Doc. No. D207383382, Real Property Records, Tarrant County, Texas
268. Lessor: Sandra Silva  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/27/2007  
 Recorded: Doc. No. D207309072, Real Property Records, Tarrant County, Texas
269. Lessor: Daniel De Robles and wife, Isabell De Robles  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/5/2007  
 Recorded: Doc. No. D207168303, Real Property Records, Tarrant County, Texas
270. Lessor: Npot Partners I, LP  
 Lessee: Dale Property Services, LLC  
 Date: 9/7/2007  
 Recorded: Doc. No. D207333586, Real Property Records, Tarrant County, Texas
271. Lessor: Antonio Preciado  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/16/2007  
 Recorded: Doc. No. D207113204, Real Property Records, Tarrant County, Texas
272. Lessor: Robby Joe Smith and wife, Dani Kathryn Smith  
 Lessee: Paloma Barnett, LLC  
 Date: 10/6/2007  
 Recorded: Doc. No. D208096452, Real Property Records, Tarrant County, Texas
273. Lessor: Silvano Carrillo and wife, Maria Carrillo  
 Lessee: Paloma Barnett, LLC  
 Date: 1/15/2009  
 Recorded: Doc. No. D207440804, Real Property Records, Tarrant County, Texas
274. Lessor: Gustavo Castenada and Florencio Castenada  
 Lessee: Dale Property Services, LLC  
 Date: 7/27/2007  
 Recorded: Doc. No. D207273441, Real Property Records, Tarrant County, Texas

275. Lessor: Tina Anderson Horn  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/22/2007  
 Recorded: Doc. No. D207236336, Real Property Records, Tarrant County, Texas
276. Lessor: Maria Rojas  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/27/2007  
 Recorded: Doc. No. D207272183, Real Property Records, Tarrant County, Texas
277. Lessor: Jose Romero and wife, Jovita Romero  
 Lessee: Paloma Barnett, LLC  
 Date: 10/6/2007  
 Recorded: Doc. No. D208024417, Real Property Records, Tarrant County, Texas
278. Lessor: Lorenzo Duran Romero and wife, Maria Isabel Aguilar  
 Lessee: Paloma Barnett, LLC  
 Date: 10/22/2007  
 Recorded: Doc. No. D208065732, Real Property Records, Tarrant County, Texas
279. Lessor: Bobby Joe Talbot, Jr., a single person  
 Lessee: XTO Energy Inc.  
 Date: 4/16/2009  
 Recorded: Doc. No. D209152421, Real Property Records, Tarrant County, Texas
280. Lessor: Irene Ruiz  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/27/2007  
 Recorded: Doc. No. D207309068, Real Property Records, Tarrant County, Texas  
 Map Tracts: 162
281. Lessor: Geraldo De Lacruz and wife, Silvia De Lacruz  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/27/2007  
 Recorded: Doc. No. D207272178, Real Property Records, Tarrant County, Texas
282. Lessor: Leroy J. York  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/11/2007  
 Recorded: Doc. No. D207383398, Real Property Records, Tarrant County, Texas
283. Lessor: Ignacio Duran and wife, Teresa Duran  
 Lessee: Paloma Barnett, LLC  
 Date: 11/3/2007  
 Recorded: Doc. No. D208061996, Real Property Records, Tarrant County, Texas
284. Lessor: Rigoberto Duran and wife, Maria Garcia Duran  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/1/2007  
 Recorded: Doc. No. D207309081, Real Property Records, Tarrant County, Texas
285. Lessor: Salvador Duran and wife, Margarita Duran  
 Lessee: Paloma Barnett, LLC  
 Date: 10/6/2007  
 Recorded: Doc. No. D207445069, Real Property Records, Tarrant County, Texas
286. Lessor: Jesus M. Flores and wife, Heriberta Flores  
 Lessee: Paloma Barnett, LLC  
 Date: 10/10/2007  
 Recorded: Doc. No. D208051071, Real Property Records, Tarrant County, Texas
287. Lessor: Jose N. Flores and wife, Raquel Flores  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/27/2007  
 Recorded: Doc. No. D207383388, Real Property Records, Tarrant County, Texas
288. Lessor: Maria Catalina Flores  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/12/2007  
 Recorded: Doc. No. D207310516, Real Property Records, Tarrant County, Texas

289. Lessor: Ruby M. Frazier, a widow  
 Lessee: XTO Energy Inc.  
 Date: 4/16/2009  
 Recorded: Doc. No. D209152420, Real Property Records, Tarrant County, Texas
290. Lessor: Gaspar Medina  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/21/2007  
 Recorded: Doc. No. D207158654, Real Property Records, Tarrant County, Texas
291. Lessor: Jackie Louise Gaylord A/K/A Jolene Phoenix Gaylord  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/14/2007  
 Recorded: Doc. No. D207309050, Real Property Records, Tarrant County, Texas
292. Lessor: Peggy Cole  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 3/13/2007  
 Recorded: Doc. No. D207113216 & D207168293, Real Property Records, Tarrant County, Texas
293. Lessor: Carolyn Denise Jones  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 11/13/2007  
 Recorded: Doc. No. D208008260, Real Property Records, Tarrant County, Texas
294. Lessor: Carl Edmond Kelley  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/19/2007  
 Recorded: Doc. No. D207400263, Real Property Records, Tarrant County, Texas
295. Lessor: Howard Earl Kelley  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/19/2007  
 Recorded: Doc. No. D207400264, Real Property Records, Tarrant County, Texas
296. Lessor: Charles Edward Kelley  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/23/2007  
 Recorded: Doc. No. D207400256, Real Property Records, Tarrant County, Texas
297. Lessor: Patrick Donnell Kelley  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 11/5/2007  
 Recorded: Doc. No. D208008268, Real Property Records, Tarrant County, Texas
298. Lessor: Edward Kelley, III  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 11/5/2007  
 Recorded: Doc. No. D208008269, Real Property Records, Tarrant County, Texas
299. Lessor: Gwendolyn Moses  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 10/9/2007  
 Recorded: Doc. No. D207383392, Real Property Records, Tarrant County, Texas
300. Lessor: Ronnie Lee Ferguson  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/22/2007  
 Recorded: Doc. No. D207236346, Real Property Records, Tarrant County, Texas
301. Lessor: Martin Duran, a single person  
 Lessee: Paloma Barnett, LLC  
 Date: 9/20/2007  
 Recorded: Doc. No. D207441684, Real Property Records, Tarrant County, Texas
302. Lessor: Atanacio O'Campo and wife, Lucy J. O'Campo  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/9/2007  
 Recorded: Doc. No. D207272164, Real Property Records, Tarrant County, Texas
303. Lessor: Hortense Chatman Russell, a single person  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208288744, Real Property Records, Tarrant County, Texas

304. Lessor: Roy D. Sadler and wife, Cheryle L. Sadler  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/25/2007  
 Recorded: Doc. No. D207236343, Real Property Records, Tarrant County, Texas
305. Lessor: Victor Hugo Avelar Leos, dealing in his sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 12/3/2007  
 Recorded: Doc. No. D208031382, Real Property Records, Tarrant County, Texas
306. Lessor: Maria J. Lopez and husband, Manuel Lopez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/20/2007  
 Recorded: Doc. No. D207273058, Real Property Records, Tarrant County, Texas
307. Lessor: Blue Plaid Investments LLC, By: Gary Fournier, President  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208398211, Real Property Records, Tarrant County, Texas
308. Lessor: Raymond Gonzalez and Lina Flores  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/29/2007  
 Recorded: Doc. No. D207340500, Real Property Records, Tarrant County, Texas
309. Lessor: Francisco Hernandez and wife, Rosario Hernandez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/28/2007  
 Recorded: Doc. No. D207272180, Real Property Records, Tarrant County, Texas
310. Lessor: Casiano Jimenez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/27/2007  
 Recorded: Doc. No. D207272177, Real Property Records, Tarrant County, Texas
311. Lessor: Jaime Jimenez and wife, Belinda Jimenez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/18/2007  
 Recorded: Doc. No. D207236354, Real Property Records, Tarrant County, Texas
312. Lessor: Guadalupe L. Joaquin and wife, Maria Guadalupe Joaquin  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/11/2007  
 Recorded: Doc. No. D207272170, Real Property Records, Tarrant County, Texas
313. Lessor: Dionicio Maldonado and wife, Esther Maldonado  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/20/2007  
 Recorded: Doc. No. D207273057, Real Property Records, Tarrant County, Texas
314. Lessor: Jose Martinez and wife, Elva Martinez  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/3/2007  
 Recorded: Doc. No. D207340497, Real Property Records, Tarrant County, Texas
315. Lessor: Victor E. Martinez and wife, Marcia C. Martinez  
 Lessee: Dale Property Services, LLC  
 Date: 7/7/2007  
 Recorded: Doc. No. D207255230, Real Property Records, Tarrant County, Texas
316. Lessor: Ricardo Ruben Rodriguez and wife, Elvira J. Rodriguez  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208141540, Real Property Records, Tarrant County, Texas
317. Lessor: Mary Helen Moore  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/4/2007  
 Recorded: Doc. No. D207340496, Real Property Records, Tarrant County, Texas

318. Lessor: Laura Murphy and Gloria Wallace  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/30/2007  
 Recorded: Doc. No. D207309077, Real Property Records, Tarrant County, Texas
319. Lessor: Juan Gerardo Perales, dealing in his sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 11/19/2007  
 Recorded: Doc. No. D208062016, Real Property Records, Tarrant County, Texas
320. Lessor: Rob Pinder  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 6/29/2007  
 Recorded: Doc. No. D207272176, Real Property Records, Tarrant County, Texas
321. Lessor: Francisco F. Ramirez and wife, Bertha O. Ramirez  
 Lessee: Paloma Barnett, LLC  
 Date: 10/9/2007  
 Recorded: Doc. No. D208062793, Real Property Records, Tarrant County, Texas
322. Lessor: J. Jesus Ramirez and wife, Antonia Ramirez  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208141540, Real Property Records, Tarrant County, Texas
323. Lessor: Pedro A. Reyes and wife, Maria L. Reyes  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/17/2007  
 Recorded: Doc. No. D207309062, Real Property Records, Tarrant County, Texas
324. Lessor: Arcelia Ruiz  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 8/13/2007  
 Recorded: Doc. No. D207309054, Real Property Records, Tarrant County, Texas
325. Lessor: Manuel Flores and wife, Maria Flores  
 Lessee: Paloma Barnett, LLC  
 Date: 10/6/2007  
 Recorded: Doc. No. D207445070, Real Property Records, Tarrant County, Texas
326. Lessor: Misael Avelar Leos aka Misael Avelar and wife, Veronica Avelar  
 Lessee: Paloma Barnett, LLC  
 Date: 8/22/2007  
 Recorded: Doc. No. D208051207, Real Property Records, Tarrant County, Texas
327. Lessor: Pedro Aguayo and wife, Elvira A. Aguayo  
 Lessee: Paloma Barnett, LLC  
 Date: 11/7/2007  
 Recorded: Doc. No. D208038319, Real Property Records, Tarrant County, Texas
328. Lessor: Kenneth H. Lardy and wife, Diane M. Lardy  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 9/19/2007  
 Recorded: Doc. No. D207383385, Real Property Records, Tarrant County, Texas
329. Lessor: Petronilo Martinez and wife, Maria Martinez  
 Lessee: Dale Resources, LLC  
 Date: 12/16/2006  
 Recorded: Doc. No. D207028906, Real Property Records, Tarrant County, Texas
330. Lessor: Juan Flores and wife, Carmen Flores and daughter, Sandra Flores, a single woman  
 Lessee: Dale Property Services, LLC  
 Date: 12/5/2007  
 Recorded: Doc. No. D208081275, Real Property Records, Tarrant County, Texas
331. Lessor: Restoration Properties Inc.  
 Lessee: Dale Property Services, LLC  
 Date: 6/20/2008  
 Recorded: Doc. No. D208247489, Real Property Records, Tarrant County, Texas
332. Lessor: Homestate Property Inc., a Texas Corporation  
 Lessee: Dale Property Services, LLC  
 Date: 8/5/2008  
 Recorded: Doc. No. D208318270, Real Property Records, Tarrant County, Texas

333. Lessor: Jose Martinez and wife, Elva Martinez  
 Lessee: Paloma Barnett, LLC  
 Date: 12/27/2007  
 Recorded: Doc. No. D208060115, Real Property Records, Tarrant County, Texas
334. Lessor: Rodolfo Morales  
 Lessee: Hollis R. Sullivan, Inc.  
 Date: 7/6/2007  
 Recorded: Doc. No. D207272166, Real Property Records, Tarrant County, Texas
335. Lessor: Theodis Ware, dealing in his sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 9/21/2007  
 Recorded: Doc. No. D207442169, Real Property Records, Tarrant County, Texas
336. Lessor: Jim Austin, a married man and Theodis Ware  
 Lessee: Dale Resources, LLC  
 Date: 7/27/2006  
 Recorded: Doc. No. D206346633, Real Property Records, Tarrant County, Texas
337. Lessor: Javier Saldivar, individual/sole proprietor  
 Lessee: Paloma Barnett, LLC  
 Date: 10/16/2007  
 Recorded: Doc. No. D208076448, Real Property Records, Tarrant County, Texas
338. Lessor: Javier Saldivar  
 Lessee: Paloma Barnett, LLC  
 Date: 10/16/2007  
 Recorded: Doc. No. D208173598, Real Property Records, Tarrant County, Texas
339. Lessor: Elizabeth Harrison  
 Lessee: Dale Resources, LLC  
 Date: 9/2/2006  
 Recorded: Doc. No. D206319392, Real Property Records, Tarrant County, Texas
340. Lessor: Sherman Taylor, a single man  
 Lessee: Dale Property Services, LLC  
 Date: 7/20/2007  
 Recorded: Doc. No. D207258925, Real Property Records, Tarrant County, Texas
341. Lessor: J. Jesus Huerta, a single person  
 Lessee: Dale Property Services, LLC  
 Date: 8/22/2007  
 Recorded: Doc. No. D207318519, Real Property Records, Tarrant County, Texas
342. Lessor: Trinidad B. Jiminez, a widow  
 Lessee: Dale Property Services, LLC  
 Date: 8/29/2007  
 Recorded: Doc. No. D207326504, Real Property Records, Tarrant County, Texas
343. Lessor: Gloria A. Solis, a single person  
 Lessee: Dale Property Services, LLC  
 Date: 11/28/2007  
 Recorded: Doc. No. D207435654, Real Property Records, Tarrant County, Texas
344. Lessor: Chapel Heights Properties, LP  
 Lessee: Dale Property Services, LLC  
 Date: 4/1/2008  
 Recorded: Doc. No. D208159064, Real Property Records, Tarrant County, Texas
345. Lessor: Everardo Velazquez and wife, Emilia Velazquez  
 Lessee: Dale Resources, LLC  
 Date: 9/16/2006  
 Recorded: Doc. No. D206343288, Real Property Records, Tarrant County, Texas
346. Lessor: Rosalba Duran, dealing in her sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 1/10/2008  
 Recorded: Doc. No. D208061064, Real Property Records, County, Texas
347. Lessor: Dora Faye Brown, a single woman  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208264691, Real Property Records, Tarrant County, Texas

348. Lessor: Charles Brumfield and Sally P. Brumfield, mother and son  
 Lessee: Paloma Barnett, LLC  
 Date: 11/10/2007  
 Recorded: Doc. No. D208032690, Real Property Records, Tarrant County, Texas
349. Lessor: Bernardo Carranza and Erika Carranza  
 Lessee: Paloma Barnett, LLC  
 Date: 9/11/2007  
 Recorded: Doc. No. D207442260, Real Property Records, Tarrant County, Texas
350. Lessor: Mike Lopez and wife, Cathleen Lopez  
 Lessee: Paloma Barnett, LLC  
 Date: 2/16/2008  
 Recorded: Doc. No. D208111306, Real Property Records, Tarrant County, Texas
351. Lessor: Carmen Edith Vasquez, a single woman  
 Lessee: Paloma Barnett, LLC  
 Date: 2/15/2008  
 Recorded: Doc. No. D208063056, Real Property Records, Tarrant County, Texas
352. Lessor: Barbara Ellen Harris  
 Lessee: Paloma Barnett, LLC  
 Date: 11/6/2007  
 Recorded: Doc. No. D208033248, Real Property Records, Tarrant County, Texas
353. Lessor: Lorena A. Ortiz, a single person and Jose Guadalupe Ortiz, a married person  
 Lessee: Dale Property Services, LLC  
 Date: 10/4/2007  
 Recorded: Doc. No. D207371055, Real Property Records, Tarrant County, Texas
354. Lessor: Jesus Quintero, a single person  
 Lessee: Paloma Barnett, LLC  
 Date: 9/13/2007  
 Recorded: Doc. No. D207448089, Real Property Records, Tarrant County, Texas
355. Lessor: Jose Herrera and wife, Rosa Maria Herrera  
 Lessee: Paloma Barnett, LLC  
 Date: 9/15/2007  
 Recorded: Doc. No. D207444981, Real Property Records, Tarrant County, Texas
356. Lessor: Joel Ruiz, dealing in his sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 10/22/2007  
 Recorded: Doc. No. D208005338, Real Property Records, Tarrant County, Texas
357. Lessor: Carolyn Ann Hightower  
 Lessee: Paloma Barnett, LLC  
 Date: 10/1/2007  
 Recorded: Doc. No. D207441750, Real Property Records, Tarrant County, Texas
358. Lessor: Harris Custom Homes Inc.  
 Lessee: Paloma Barnett, LLC  
 Date: 11/6/2007  
 Recorded: Doc. No. D208065734, Real Property Records, Tarrant County, Texas
359. Lessor: Efrain P. Ruiz, a single person  
 Lessee: Dale Property Services, LLC  
 Date: 10/29/2007  
 Recorded: Doc. No. D207396223, Real Property Records, Tarrant County, Texas
360. Lessor: William Charles Heilman II, a single person  
 Lessee: Paloma Barnett, LLC  
 Date: 1/31/2008  
 Recorded: Doc. No. D208093858, Real Property Records, Tarrant County, Texas
361. Lessor: Adrian Hernandez and wife, Veronica Hernandez  
 Lessee: Paloma Barnett, LLC  
 Date: 9/16/2007  
 Recorded: Doc. No. D207448052, Real Property Records, Tarrant County, Texas

362. Lessor: Cynthia Johnson, acting as her sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 11/15/2007  
 Recorded: Doc. No. D208027820, Real Property Records, Tarrant County, Texas
363. Lessor: Antonio Salazar, a single person  
 Lessee: Paloma Barnett, LLC  
 Date: 1/23/2008  
 Recorded: Doc. No. D208061067, Real Property Records, Tarrant County, Texas
364. Lessor: Gerardo Salazar and wife, Esperanza Salazar  
 Lessee: Paloma Barnett, LLC  
 Date: 9/5/2007  
 Recorded: Doc. No. D207434874, Real Property Records, Tarrant County, Texas
365. Lessor: Janet C. Kennedy, dealing in her sole and separate property  
 Lessee: Paloma Barnett, LLC  
 Date: 11/13/2007  
 Recorded: Doc. No. D208033755, Real Property Records, Tarrant County, Texas
366. Lessor: Maria Dolores Marquez-Vazquez, a single person  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208141540, Real Property Records, Tarrant County, Texas
367. Lessor: Joe E. Martin and wife, Edith M. Martin  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208141540, Real Property Records, Tarrant County, Texas
368. Lessor: Eugenio Martinez, a single person  
 Lessee: Dale Property Services, LLC  
 Date: 6/18/2008  
 Recorded: Doc. No. D208261322, Real Property Records, Tarrant County, Texas
369. Lessor: Anita Cruz Mendez, a widow  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208170763, Real Property Records, Tarrant County, Texas
370. Lessor: Gerardo Mendez, a single person  
 Lessee: Paloma Barnett, LLC  
 Date: 9/15/2007  
 Recorded: Doc. No. D208027934, Real Property Records, Tarrant County, Texas
371. Lessor: Hector Montoya and wife, Bertha Montoya  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208141540, Real Property Records, Tarrant County, Texas
372. Lessor: Demetria C. Moore, a single person  
 Lessee: Paloma Barnett, LLC  
 Date: 11/27/2007  
 Recorded: Doc. No. D208031277, Real Property Records, Tarrant County, Texas
373. Lessor: James Allan Moore  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208264691, Real Property Records, Tarrant County, Texas
374. Lessor: Lenora Venegas  
 Lessee: Paloma Barnett, LLC  
 Date: 11/26/2007  
 Recorded: Doc. No. D208031276, Real Property Records, Tarrant County, Texas
375. Lessor: Lenora Venegas, a widow  
 Lessee: Paloma Barnett, LLC  
 Date: 11/26/2007  
 Recorded: Doc. No. D208031276, Real Property Records, Tarrant County, Texas
376. Lessor: Alejandro Moreno and wife, Irma Moreno  
 Lessee: Paloma Barnett, LLC  
 Date: 11/9/2007  
 Recorded: Doc. No. D208065735, Real Property Records, Tarrant County, Texas

377. Lessor: Martin Moreno, a married person  
 Lessee: Paloma Barnett, LLC  
 Date: 11/15/2007  
 Recorded: Doc. No. D208065964, Real Property Records, Tarrant County, Texas
378. Lessor: Phillip R. Taylor, a single person  
 Lessee: Paloma Barnett, LLC  
 Date: 11/26/2007  
 Recorded: Doc. No. D208035169, Real Property Records, Tarrant County, Texas
379. Lessor: Helena W. Egenbacher  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208141540, Real Property Records, Tarrant County, Texas
380. Lessor: Jacinto Rubio and wife, Maria Rubio  
 Lessee: Paloma Barnett, LLC  
 Date: 9/15/2007  
 Recorded: Doc. No. D207445077, Real Property Records, Tarrant County, Texas
381. Lessor: Gwen Marie Dishinger  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208309831, Real Property Records, Tarrant County, Texas
382. Lessor: Joanna Gomez, a single person  
 Lessee: Dale Property Services, LLC  
 Date: 10/16/2007  
 Recorded: Doc. No. D207409284, Real Property Records, Tarrant County, Texas
383. Lessor: Jose G. Frias and wife, Maria Isabel Valles-Frias  
 Lessee: Paloma Barnett, LLC  
 Date: 8/30/2007  
 Recorded: Doc. No. D207442128, Real Property Records, Tarrant County, Texas
384. Lessor: Mary Lambert, a widow  
 Lessee: Paloma Barnett, LLC  
 Date: 11/28/2007  
 Recorded: Doc. No. D208090777, Real Property Records, Tarrant County, Texas
385. Lessor: Jo Murl Moore  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. No. D208141540, Real Property Records, County, Texas
386. Lessor: Greater Meadowbrook Community Lease, please see Schedule "I"'s  
 Lessee: XTO Energy Inc.  
 Date: 4/1/2008  
 Recorded: Doc. Nos. D208141540, D208141754, D208141916, D208142260, D208142261, D208142285, D208142286, D208142286, D208143267, D208143268, D208143269, D208170763, D208182272, D208187554, D208193662, D208211636, D208211637, D208225339, D208232928, D208256558, D208262141, D208264691, D208270978, D208282875, D208288744, D208309831, D208329196, D208354737, D208358135, D208358135, D208358136, D208358137, D208368403, D208378519, D208384172, D208390976, D208394237, D208398209, D208398210, D208398211, D208400824, D208405262, D208405263, D208409639, D208411111, D208425040, D208427666, D208428085, D208431067, D208432268, D208451882, D209008130, D209018076, D209031396, D209034019, Real Property Records, Tarrant County, Texas

EXHIBIT "B"  
FIELD NOTES FOR  
RAM UNIT  
XTO ENERGY INC.  
260.733 ACRE  
GAS LEASE AREA

BEING PART OF A 260.733 ACRE GAS LEASE AREA OUT OF AND A PART OF THE WILLIAM MANN SURVEY, ABSTRACT No. 996, THE JUAN ARMENDARIS SURVEY, ABSTRACT No. 1773, THE JOHN RINGER SURVEY, ABSTRACT No. 1287, THE WILLIAM R. MCFADIN SURVEY, ABSTRACT No. 1076, THE J.W. SUBLETT SURVEY, ABSTRACT No. 1409, THE JAMES TUELL SURVEY, ABSTRACT No. 1530, THE JOHN VANRIPER SURVEY, ABSTRACT No. 1590, AND THE PERRY ANDERSON SURVEY, ABSTRACT No. 32, OF TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 260.733 ACRE GAS LEASE AREA, AND THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4 ACRE TRACT OF LAND IN DEED TO TEXAS WESLEYAN COLLEGE, DATED DECEMBER 20<sup>TH</sup>, 1963, AS RECORDED IN VOLUME 87, PAGE 650 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS, SAID POINT ALSO BEING IN THE APPARENT SOUTH RIGHT-OF-WAY OF THE TEXAS AND PACIFIC RAILROAD (R.O.W. WIDTH UNKNOWN);

THENCE S 54°39'22" E, 885.86', TO A POINT;

THENCE DUE NORTH 246.72', TO A POINT;

THENCE N 54°39'22" W 98.83', TO A POINT;

THENCE N 00°46'00" E, 191.00' TO A POINT;

THENCE N 01°27'31" W 206.55', TO A POINT AND THE BEGINNING OF A CURVE TO THE LEFT AND THE SOUTH RIGHT OF WAY LINE OF EAST LANCASTER AVENUE;

THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE OCCUPIED SOUTH RIGHT OF WAY OF EAST LANCASTER AVENUE, WHOSE RADIUS IS 2678.94', WHICH HAS A LONG CHORD THAT BEARS S 80°47'34" E, 350.45, A DISTANCE OF 350.70, TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF EAST LANCASTER AVENUE AND THE BEGINNING OF A CURVE TO THE LEFT;

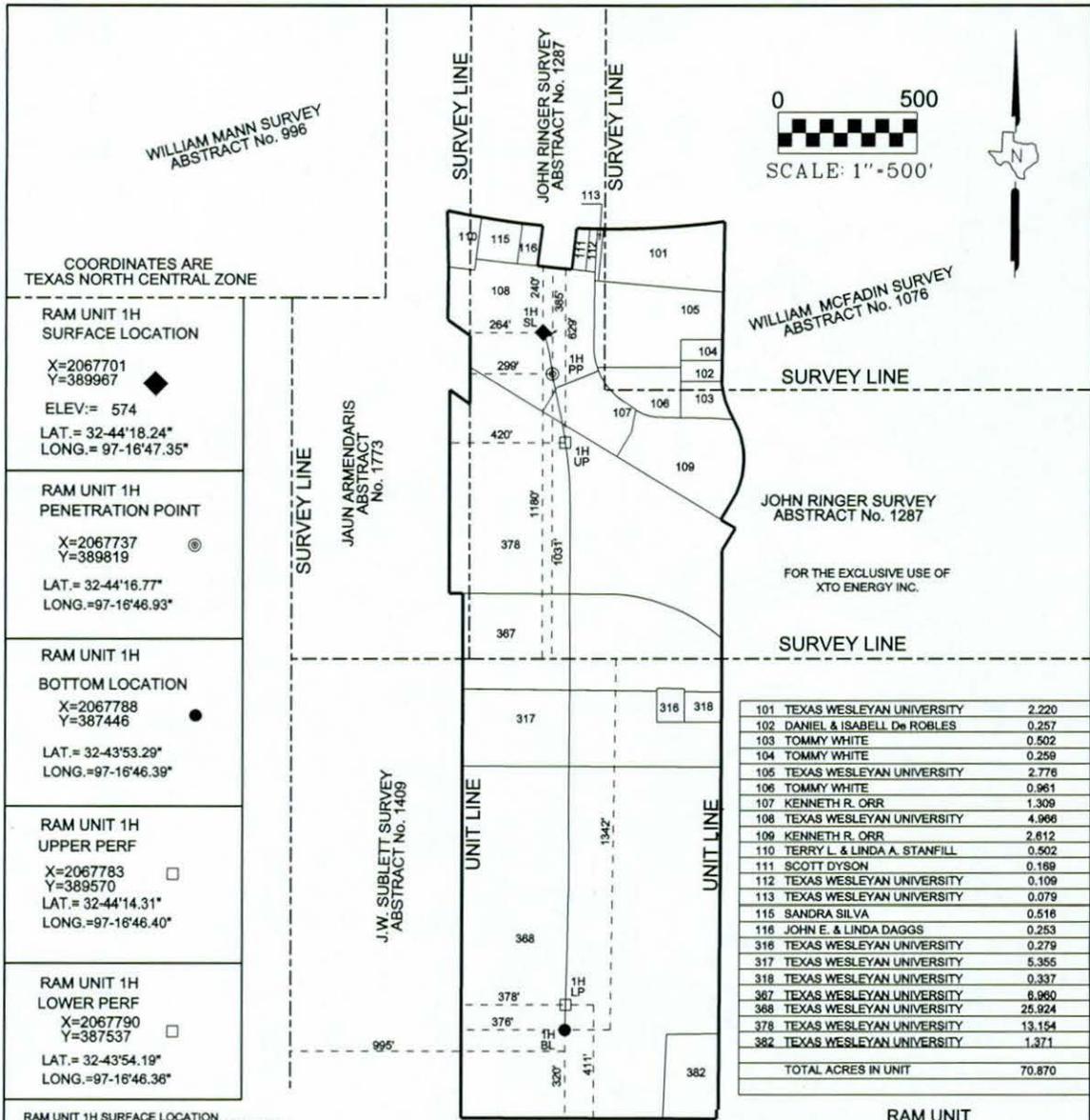
THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE OCCUPIED SOUTH RIGHT OF WAY OF EAST LANCASTER AVENUE, WHOSE RADIUS IS 2,777.69', WHICH HAS A LONG CHORD THAT BEARS S 85°33'59" E, 123.17', A DISTANCE OF 123.18', TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF EAST LANCASTER AVENUE AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE OCCUPIED SOUTH RIGHT OF WAY OF EAST LANCASTER AVENUE, WHOSE RADIUS IS 2,777.69', WHICH HAS A LONG CHORD THAT BEARS N 87°20'10" E, 535.72', A DISTANCE OF 536.55', TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF EAST LANCASTER AVENUE;

THENCE S 00°48'47" W, DEPARTING THE SOUTH RIGHT OF WAY LINE OF EAST LANCASTER AVENUE, A DISTANCE OF 201.93, TO A POINT;

THENCE N 80°24'23" E, 152.51', TO A POINT;  
THENCE N 78°10'41" E, 184.47', TO A POINT;  
THENCE S 00°48'47" W, 204.40', TO A POINT;  
THENCE S 89°44'24" E, 403.26', TO A POINT;  
THENCE S 00°48'48" W, 170.01', TO A POINT;  
THENCE S 89°44'24" E, 264.31', TO A POINT;  
THENCE S 88°51'22" E, 205.78', TO A POINT;  
THENCE S 00°52'57" W 170.19', TO A POINT,  
THENCE S 88°59'08" E, 479.93', TO A POINT;  
THENCE S 00°52'57" W, 170.00', TO A POINT;  
THENCE S 88°59'08" E, 485.52', TO A POINT;  
THENCE S 00°52'50" W, 192.02', TO A POINT;  
THENCE S 00°35'56" W, 122.87', TO A POINT;  
THENCE S 88°54'36" E, 671.31', TO A POINT;  
THENCE S 01°05'02" W, 898.90', TO A POINT;  
THENCE S 86°16'10" W, 220.01', TO A POINT;  
THENCE DUE SOUTH 467.18', TO A POINT;  
THENCE DUE WEST 146.23', TO A POINT;  
THENCE DUE SOUTH 59.38', TO A POINT;  
THENCE DUE WEST, 279.76', TO A POINT;  
THENCE S 00°32'41" W, 113.09', TO A POINT;  
THENCE N 81°10'08" W, 408.11', TO A POINT;  
THENCE S 89°53'00" W, 209.05', TO A POINT;  
THENCE S 00°01'21" W, 227.81', TO A POINT;  
THENCE N 89°15'37" W, 610.57', TO A POINT;  
THENCE DUE WEST, 23.11', TO A POINT;  
THENCE S 89°54'55" W, 50.78', TO A POINT;  
THENCE DUE SOUTH, 303.14', TO A POINT;  
THENCE N 89°39'38" W, 883.16', TO A POINT;  
THENCE S 00°25'10" E, 366.68', TO A POINT;  
THENCE N 89°30'29" W, 465.87', TO A POINT;

THENCE S 00°05'01" W, 162.44', TO A POINT;  
THENCE DUE WEST, 130.52', TO A POINT;  
THENCE DUE NORTH, 159.61', TO A POINT;  
THENCE N 89°57'33" W, 150.00', TO A POINT;  
THENCE DUE NORTH, 150.28', TO A POINT;  
THENCE DUE EAST, 40.00', TO A POINT;  
THENCE DUE NORTH, 10.00', TO A POINT;  
THENCE DUE EAST, 10.00', TO A POINT;  
THENCE DUE NORTH, 173.93', TO A POINT;  
THENCE N 89°48'13" W, 231.86', TO A POINT;  
THENCE N 00°01'43" E, 54.33', TO A POINT;  
THENCE N 89°54'52" W, 79.69', TO A POINT;  
THENCE DUE NORTH, 109.00', TO A POINT;  
THENCE DUE WEST, 40.00', TO A POINT;  
THENCE N 89°49'41" W, 50.00', TO A POINT;  
THENCE N 89°55'42" W, 60.00', TO A POINT;  
THENCE S 00°05'07" W, 49.00', TO A POINT;  
THENCE N 89°54'51" W, 125.40', TO A POINT;  
THENCE S 00°13'31" W, 113.65', TO A POINT;  
THENCE N 89°48'12" W, 143.95', TO A POINT;  
THENCE N 34°31'11" W, 785.26', TO A POINT;  
THENCE S 89°20'12" E, 239.53', TO A POINT;  
THENCE N 00°03'51" E, 993.21', TO A POINT;  
THENCE N 00°11'57" W, 261.25', TO A POINT;  
THENCE DUE EAST, 7.96', TO A POINT;  
THENCE DUE NORTH, ALONG THE WEST LINE OF THE CALLED 4 ACRE TRACT, A DISTANCE OF 1195.25', TO THE POINT OF BEGINNING AND CONTAINING 260.733 ACRES OF LAND, MORE OR LESS.



COORDINATES ARE TEXAS NORTH CENTRAL ZONE

**RAM UNIT 1H SURFACE LOCATION**  
 X=2067701  
 Y=389967  
 ELEV.= 574  
 LAT.= 32-44'18.24"  
 LONG.= 97-16'47.35"

**RAM UNIT 1H PENETRATION POINT**  
 X=2067737  
 Y=389819  
 LAT.= 32-44'16.77"  
 LONG.= 97-16'46.93"

**RAM UNIT 1H BOTTOM LOCATION**  
 X=2067788  
 Y=387446  
 LAT.= 32-43'53.29"  
 LONG.= 97-16'46.39"

**RAM UNIT 1H UPPER PERF**  
 X=2067783  
 Y=389570  
 LAT.= 32-44'14.31"  
 LONG.= 97-16'46.40"

**RAM UNIT 1H LOWER PERF**  
 X=2067790  
 Y=387537  
 LAT.= 32-43'54.19"  
 LONG.= 97-16'46.36"

101	TEXAS WESLEYAN UNIVERSITY	2.220
102	DANIEL & ISABELL De ROBLES	0.257
103	TOMMY WHITE	0.502
104	TOMMY WHITE	0.259
105	TEXAS WESLEYAN UNIVERSITY	2.776
106	TOMMY WHITE	0.961
107	KENNETH R. ORR	1.309
108	TEXAS WESLEYAN UNIVERSITY	4.966
109	KENNETH R. ORR	2.612
110	TERRY L. & LINDA A. STANFILL	0.502
111	SCOTT DYSON	0.169
112	TEXAS WESLEYAN UNIVERSITY	0.109
113	TEXAS WESLEYAN UNIVERSITY	0.079
115	SANDRA SILVA	0.516
116	JOHN E. & LINDA DAGGS	0.253
316	TEXAS WESLEYAN UNIVERSITY	0.279
317	TEXAS WESLEYAN UNIVERSITY	5.355
318	TEXAS WESLEYAN UNIVERSITY	0.337
367	TEXAS WESLEYAN UNIVERSITY	6.960
368	TEXAS WESLEYAN UNIVERSITY	26.924
378	TEXAS WESLEYAN UNIVERSITY	13.154
382	TEXAS WESLEYAN UNIVERSITY	1.371
<b>TOTAL ACRES IN UNIT</b>		<b>70.870</b>

RAM UNIT 1H SURFACE LOCATION IS LOCATED 242' FNL & 264' FNL OF THE UNIT & 1180' FSL & 264' FSL OF THE JOHN RINGER SURVEY ABSTRACT A-1287.

RAM UNIT 1H PENETRATION POINT IS LOCATED 299' FNL & 385' FNL OF THE UNIT & 299' FSL & 1031' FSL OF THE JOHN RINGER SURVEY ABSTRACT A-1287.

RAM UNIT 1H BOTTOM LOCATION IS LOCATED 378' FNL & 320' FNL OF THE UNIT & 995' FSL & 1342' FSL OF THE J.W. SUBLETT SURVEY ABSTRACT A-1409.

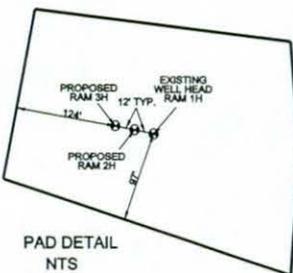
RAM UNIT 1H UPPER PERF LOCATION IS LOCATED 420' FNL & 629' FNL OF THE UNIT.

RAM UNIT 1H LOWER PERF LOCATION IS LOCATED 378' FNL & 411' FNL OF THE UNIT.

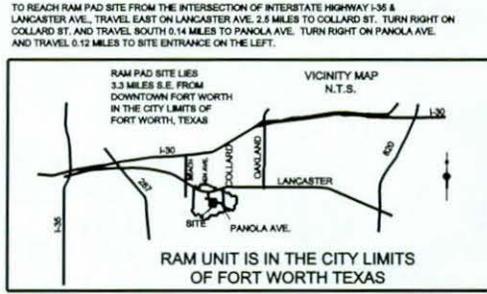


**PRELIMINARY**

RICKEY LYNN HICKMAN RPLS #4974  
 NOT AN ORIGINAL WITHOUT AN IMPRESSED SEAL  
 PRELIMINARY  
 MARCH 2010  
 THE INFORMATION SHOWN IS NOT INTENDED TO BE DEFINITIVE IN ESTABLISHING TITLE BOUNDARIES. ALL INFORMATION SHOWN HEREON WAS PROVIDED BY OTHERS. BEARINGS ARE BASED ON NAD 27 STATE PLANE COORDINATES.



**XTO ENERGY INC.  
 ASDRILLED PLAT  
 RAM UNIT 1H  
 FORT WORTH, TEXAS**

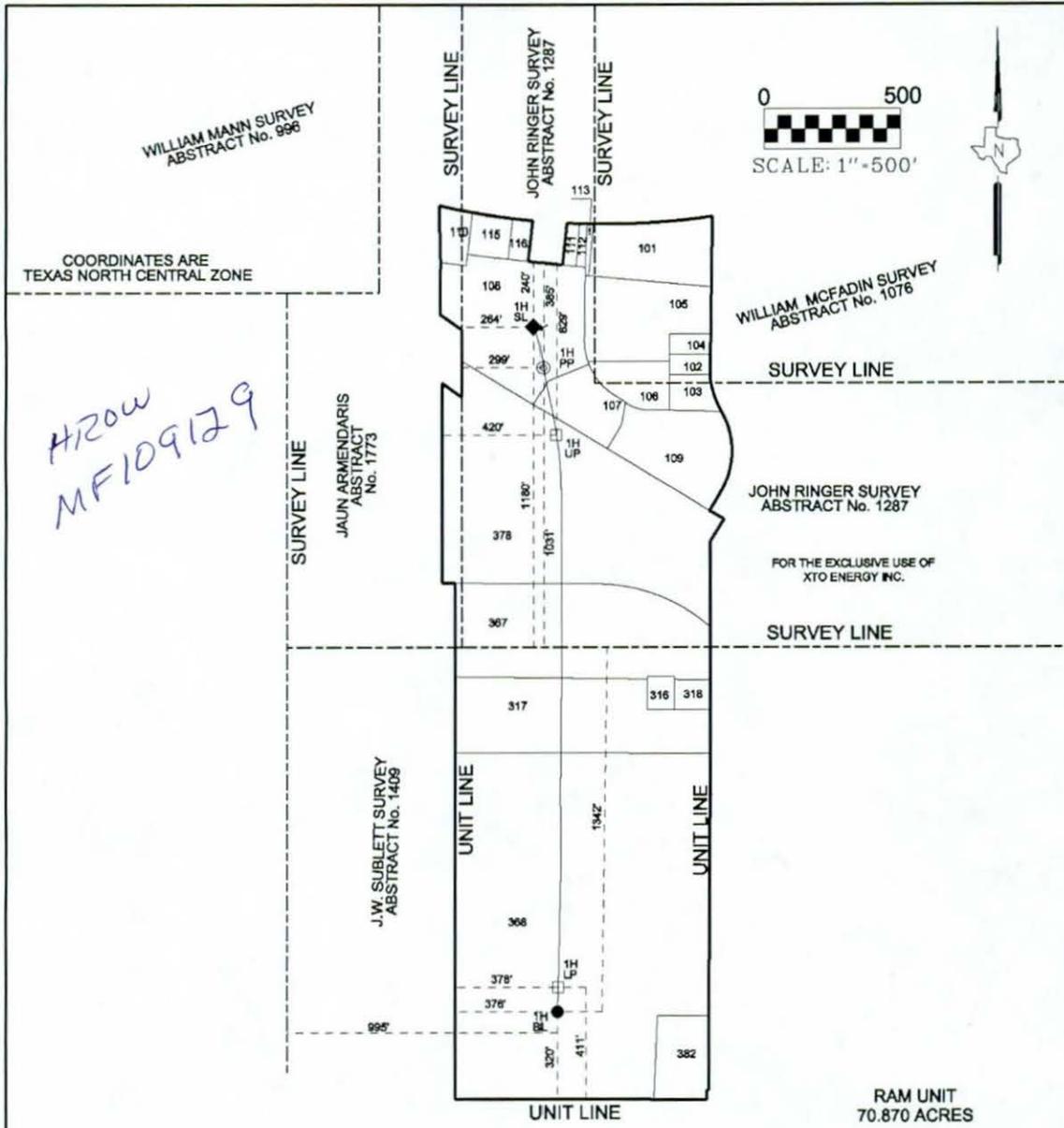


**JOHN RINGER SURVEY A-1287  
 TARRANT COUNTY, TEXAS**

FORT WORTH SURVEYING  
 107 E. COLLEGE AVE.  
 ALVARADO TEXAS, 76009  
 817-790-5000

JOB • 2008093      DATE: 03-02-10      DRAWN: CKB      CHECKED: RLH

Tarrant Co. XTO Energy, Inc. RAM Unit #1H well



COORDINATES ARE TEXAS NORTH CENTRAL ZONE

H20W MF109129

0 500  
SCALE: 1"=500'



WILLIAM MCFADIN SURVEY  
ABSTRACT No. 1076

SURVEY LINE

JOHN RINGER SURVEY  
ABSTRACT No. 1287

FOR THE EXCLUSIVE USE OF  
XTO ENERGY INC.

SURVEY LINE

J.W. SUBLETT SURVEY  
ABSTRACT No. 1409

UNIT LINE

UNIT LINE

UNIT LINE

RAM UNIT  
70.870 ACRES



RICKEY LYNN HICKMAN RP#L 4974  
NOT AN ORIGINAL WITHOUT AN IMPRESSED SEAL.

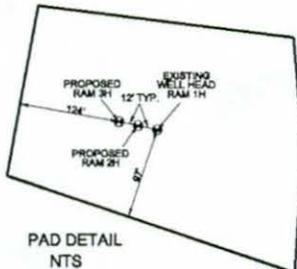
PRELIMINARY

MARCH 2010

THE INFORMATION SHOWN IS NOT INTENDED TO BE  
DEFINITIVE IN ESTABLISHING TITLE BOUNDARIES.  
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PROVIDED BY OTHERS. BEARINGS ARE BASED ON NAD 27  
STATE PLANE COORDINATES.

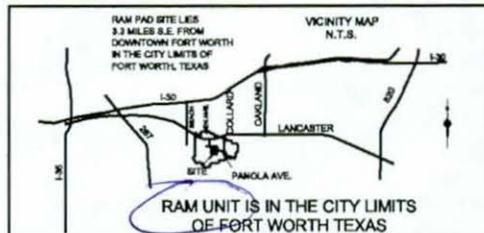
PRELIMINARY

TO REACH RAM PAD SITE FROM THE INTERSECTION OF INTERSTATE HIGHWAY I-36 &  
LANCASTER AVE., TRAVEL EAST ON LANCASTER AVE. 2.5 MILES TO COLLARD ST., TURN RIGHT ON  
COLLARD ST. AND TRAVEL SOUTH 0.14 MILES TO PANOLA AVE. TURN RIGHT ON PANOLA AVE.  
AND TRAVEL 0.12 MILES TO SITE ENTRANCE ON THE LEFT.



PAD DETAIL  
NTS

XTO ENERGY INC.  
ASDRILLED PLAT  
RAM UNIT 1H  
FORT WORTH, TEXAS



RAM PAD SITE LIES  
3.3 MILES S.E. FROM  
DOWNTOWN FORT WORTH  
IN THE CITY LIMITS OF  
FORT WORTH, TEXAS

RAM UNIT IS IN THE CITY LIMITS  
OF FORT WORTH TEXAS

JOHN RINGER SURVEY A-1287  
TARRANT COUNTY, TEXAS

FORT WORTH SURVEYING  
107 E. COLLEGE AVE.  
ALVARADO TEXAS, 76006  
817-790-6600

JOB # 2008093

DATE: 03-02-10

DRAWN: CKB

CHECKED: RLH

*[Signature]* DESIGNATION OF UNIT \$152.00  
(RAM UNIT)

STATE OF TEXAS        §§  
COUNTY OF TARRANT   §§

KNOW ALL MEN BY THESE PRESENTS:

1.     Designation of Unit. The undersigned (whether one or more, the "Owner") is an owner of the valid and subsisting oil, gas and mineral lease(s) as described on the attached Exhibit A (together with all amendments and corrections thereto, the "Leases") insofar as the Leases cover and affect the land and depths described on Exhibit A. Pursuant to the Leases and the judgment of Owner that it is necessary and advisable to pool the Leases and the lands and depths described on Exhibit A, and with the consent of the lessors of the Leases where required, the Owner hereby pools, consolidates, combines and unitizes the Leases and the lands and depths described on Exhibit A and associated leasehold rights, overriding royalty, royalty interests and any other interest to the extent Owner has the authority to pool, for the purpose of drilling for, development, and production of gas and liquid hydrocarbons (including condensate, distillate and other liquids) from the Unit (as defined below). If at any time any tract of land or interest within the Unit is not properly pooled or unitized or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or invalidate the Unit as to any interest properly pooled or unitized.

2.     Description of the Unit. The unit ("Unit") includes the Leases, or portions thereof, and the interval(s), if any, as described on Exhibit A and is comprised only of the lands described on the Attached Exhibit B. If no depth limitations are set forth in Exhibit A, the Unit shall cover all depths. The Owner intends to designate and pool all leases owned by Owner covering the lands described on Exhibit B regardless of whether the Leases are listed on Exhibit A or are improperly described on Exhibit A.

3.     Production from the Unit. This Designation of Unit covers all operations on and production from the land and depths described on the attached Exhibits A and B, which is produced from any well drilled to the unitized interval underlying the Unit area to the effect that operations on and production from any tract within the Unit shall be considered operations on and production from all tracts within the Unit.

4.     Amendment. The Owner reserves the right to amend this Designation of Unit from time to time, and at any time, to correct any error or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the Leases, by appropriate amendments or instruments.

5.     Counterpart Signatures. This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature

4205969

RAM #1H



**Oil & Gas Lease Number - MF109129**

Information for this Record - Located in: -  
**TARRANT COUNTY**

[Download GIS Data](#)

[Energy Lease Information](#)

**LEASE INFORMATION:**

Original Lessee - HOLLIS R. SULLIVAN, INC.

Original Lessor - THE STATE OF TEXAS

Primary Term - 2 yrs

Payment Frequency - ANNUAL

Lease Date: - 07/01/2008

Lease Status: - SHUT-IN

Lease Status Date: - 04/08/2010

Bonus Paid: - \$  
6240.0000

**COMMENTS AREA:**

HROW/PAID-UP LEASE OPERATOR IS XTO ENERGY. GAS WELL SHUT IN 4/08/10 WAITING ON A PIPELINE.

**OTHER LEASE INFORMATION:**

Pooling Agreements within this Unit:

Concurrent Oil & Gas Leases in this Parcel:

MF110598

MF110599

MF112079

Surface Leases within this Unit:

Hard Mineral Leases within this Unit:

**INCLUDED TRACTS**

J. RINGER(private land)

TARRANT TX  
 RAM UNIT 1H  
 XTO ENERGY INCORPORATED  
 ACTIVE

## Detailed Production Report

<b>Lease Name:</b>	<b>RAM UNIT</b>	<b>Well Number:</b>	<b>1H</b>
Lease Number:	252491	Cum Oil:	
Operator Name:	XTO ENERGY INCORPORATED	Cum Gas:	237,732
State:	TEXAS	Cum Water:	25,682
County:	TARRANT	First Production Date:	OCT 2011
Field:	NEWARK EAST	Last Production Date:	MAR 2012
TX Railroad Dist	TEXAS DISTRICT 09	Spot	
Survey Name	RINGER JOHN	Abstract Number	1287
Block		Section	
League, Spot code		Labor	
Township		Lot	
Latitude/Longitude:	32.73789      -97.2798	Lat/Long Source:	TS
Regulatory #:	252491	Completion Date:	
API:	42439330440000	Total Depth:	9509
Production ID:	242090252491	Upper Perforation:	7382
Reservoir Name:	BARNETT SHALE	Lower Perforation:	9418
Prod Zone:	BARNETT /SH/	Gas Gravity:	0.58
Prod Zone Code:	354BRNT	Oil Gravity:	
Basin Name:	STRAWN BASIN	Temp Gradient:	1.69
Gas Gatherer:	BRNTT	N Factor:	
Liquid Gatherer:	SUNOC	GOR:	
Status:	ACTIVE		

GAS

<b>Annual Production</b>	<b>(2 years)</b>		
Year	Oil	Gas	Water
	BBLs	MCF	BBLs

Beginning			
Cum:			
2011		171,529	21,459
2012		66,203	4,223
Totals:		237,732	25,682

**Monthly Production**

Date	Oil	Gas	Water	Cond Yld	% Water	# of	Days
MO/YR	BBLs	MCF	BBLs	STB/MMCF		Wells	on
OCT 2011		66,823	8,360			1	
NOV 2011		57,810	7,232			1	
DEC 2011		46,896	5,867			1	
Totals:							

2011	171,529	21,459	
JAN 2012	0	0	0
FEB 2012	33,755	4,223	1
MAR 2012	32,448		1
Totals:			
2012	66,203	4,223	

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<b>Gas Tests</b>		<b>Total count: 1</b>								
API Number	Well Number	Test Date	WHSIP	WHFP	BHP	BHP/Z	Water B/D	Cond B/D	Gas MCFD	AOF MCFD
First Test 42439330440000	IH	20111010		157			458		3661	

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HE

File No. MF 109129

Unit 5845

RAM Unit

Date Filed: 6-28-12

Jerry E. Patterson, Commissioner

By J. Boyd

**SHUT-IN ROYALTY COMMITTEE Meeting, Mineral Leasing**  
**August 23, 2011, 10:00 a.m.**  
**[with decisions]**

<b>Well Name</b>	Ram Unit #1H Well	<i>RRC# 05 252491</i>
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<b>State Lease No.</b>	MF109129	<b>Operator</b>	XTO Energy Inc
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<b>Field</b>	Newark East (Barnett Shale)	<b>County</b>	Tarrant
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<b>Lease Date</b>	7-1-08	<b>Lease Term</b>	2 yr	<b>Lessee</b>	Hollis R. Sullivan, Inc
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<b>Shut-in Royalty</b>	\$25.00	<b>Date Received</b>	6-13-11
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<b>Affidavit received</b>	7-11-11	<b>Date Well shut in</b>	4-8-10
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**Reason for shut-in:**

“Flow tested well and waiting on pipeline.”

**Additional Comments:**

<b>Capable of producing:</b>	<b>Oil</b>		<b>Gas 2400 mcf/d</b>	1920 bbls water/d
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**History:**

<b>Well completed</b>	Unknown
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<b>Prior Shut-ins</b>	Shut-in paid in 2010
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**Additional Comments:**

Highway ROW

**Decision of Committee:**

HROW – accept shut-in royalty payment.

File No. MF 109129 16.

SIR Comm agenda  
+ decision

Date Filed: 8-23-11

Jerry E. Patterson, Commissioner

By JEP

20110823