

MF110643

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF110643	56-029116		TYLER

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE

Block

Block Name

Township

Section/Tract

Land Part

Part Description HIGHWAY RIGHT-OF-WAY

Acres 9.875

Depth Below *Depth Above* *Depth Other*

0 0

Name ANADARKO E&P COMPANY LP

Lease Date 3/23/2010

Primary Term 3 yrs

Bonus (\$) \$3,445.75

Rental (\$) \$0.00

Lease Royalty 0.2500

Leasing: DR

Analyst: DR

Maps: _____

GIS: ZG



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Scanned sm 5/2/13
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Scanned sm 7/31/13
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scanned PJ 12-15-16

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110643)
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 **Anadarko E & P Company, Inc.**, whose address is **PO Box 1330, Houston, TX 77251** hereinafter called "Lessee".

1. Lessor, in consideration of **Three Thousand Four Hundred Forty Five 75/100 (\$3,445.75)** 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 **Tyler** State of Texas, and is described as follows:

9.845 acres of land, more or less, known as, situated in said **Tyler** 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 **9.845 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 **three years, from March 23, 2010** 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 **\$ 10.00 per acre**. 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.

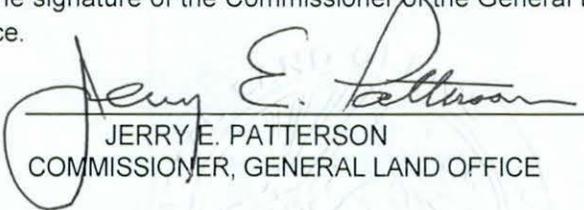
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well 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: DR
DC: CLR
CC: [Signature]

EXHIBIT "A"

9.845 acres of land, more or less, being a part of the Josiah Wheat Survey, A-657, and described as follows:

Tract 1: 0.657 acres of land, more or less, being a part of the Josiah Wheat Survey, A-657, and being the same land described in that certain Right-of-Way Deed from Dora Louise Hightower to the State of Texas dated April 26, 1939, and recorded in Volume 89, Page 233, of the Deed Records, Tyler County, Texas. ✓

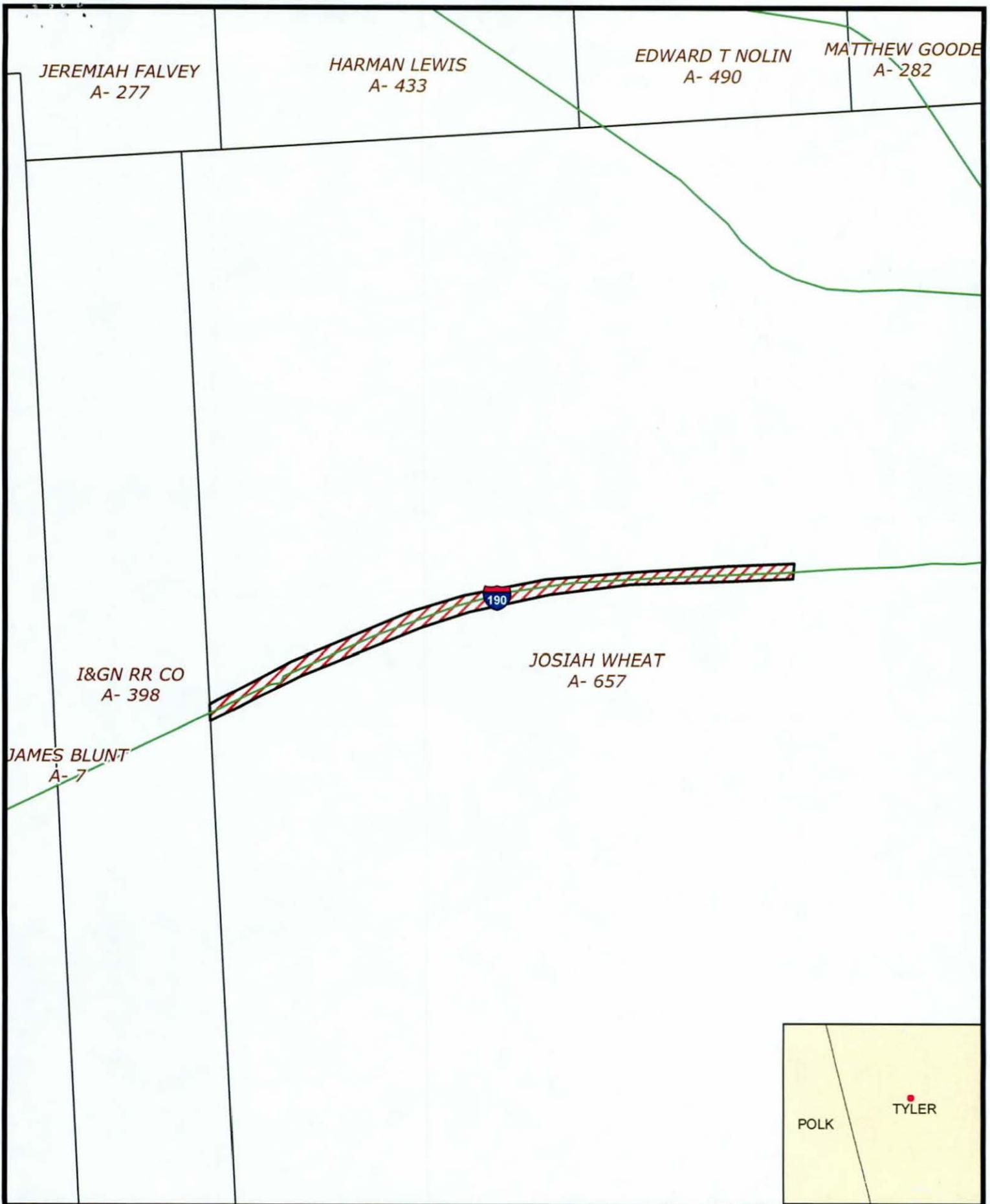
Tract 2: 4.041 acres of land, more or less, being a part of the Josiah Wheat Survey, A-657, and being the same land described in that certain Right-of-Way Deed from V. I. Brown, et ux, Mrs. Lola Brown to the State of Texas dated January 19, 1939, and recorded in Volume 89, Page 242, of the Deed Records, Tyler County, Texas. ✓

Tract 3: 2.697 acres of land, more or less, being a part of the Josiah Wheat Survey, A-657, and being the same land described in that certain Right-of-Way Deed from C. C. Scott to the State of Texas dated January 19, 1939, and recorded in Volume 89, Page 252, of the Deed Records, Tyler County, Texas. ✓

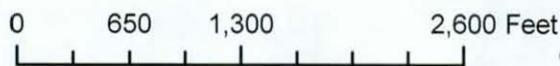
Tract 4: 1.63 acres of land, more or less, being a part of the Josiah Wheat Survey, A-657, and being the same land described in that certain Right-of-Way Deed from Mrs. Mannie May Gibbs, Individually, and as Community Administratrix of the Estate of Geo. K. Gibbs, deceased to the State of Texas dated October 14, 1935, and recorded in Volume 80, Page 507, of the Deed Records, Tyler County, Texas. ✓

Tract 5: 0.82 acres of land, more or less, being a part of the Josiah Wheat Survey, A-657, and being the same land described in that certain Right-of-Way Deed from Mrs. Jane K. Gant, a feme sole, and Burton R. Gant, et al, to the State of Texas dated January 12, 1939, and recorded in Volume 88, Page 526, of the Deed Records, Tyler County, Texas. ✓

9.845 ✓



Map showing a
Buffer of St. Hwy 190
9.845 acres
Tyler County



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Compiled By: Zeke Guillen
March 23, 2010

1.

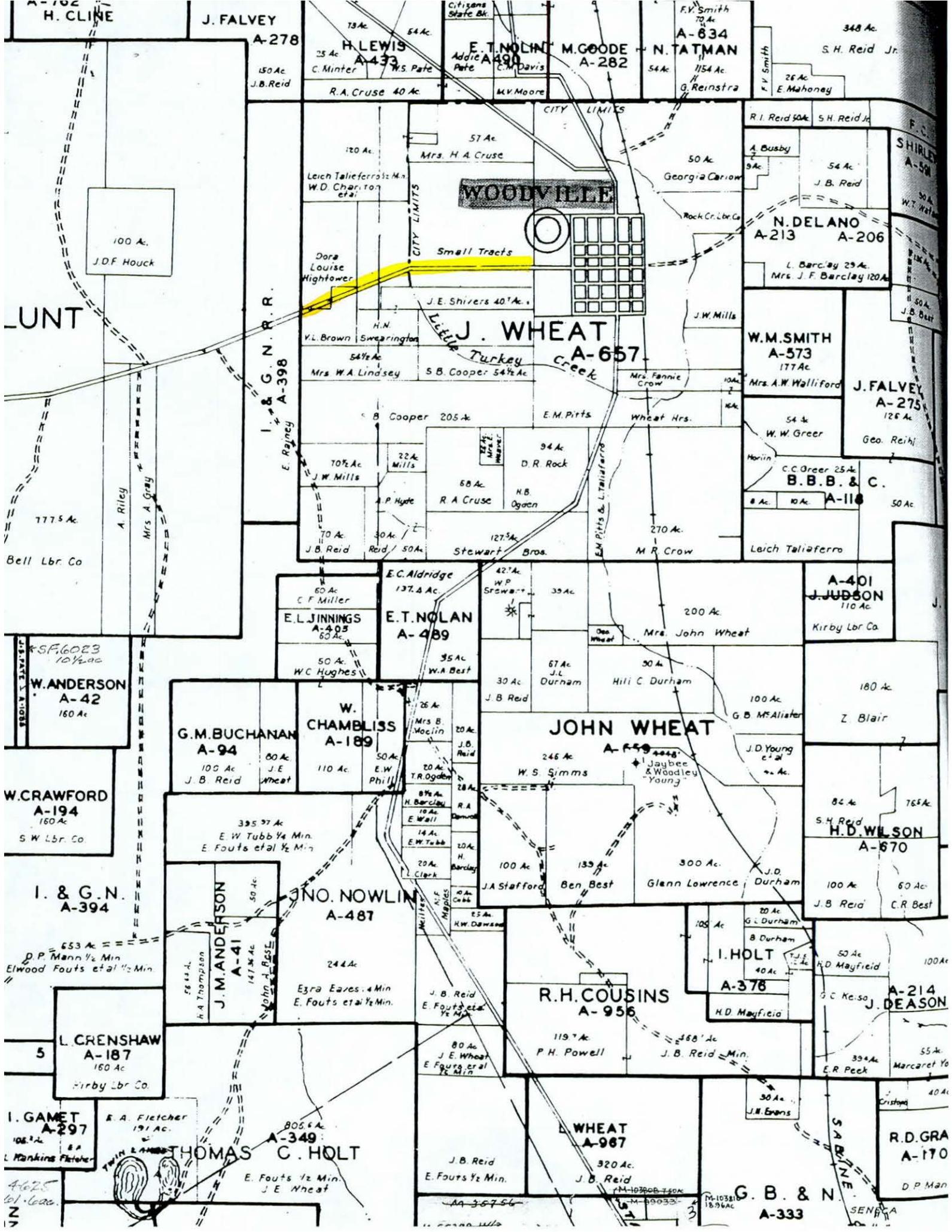
File No. MF 110643

Seal

Date Filed: 7/5/10

Jerry Patterson, Commissioner

By: [Signature]



A-102 H. CLINE

J. FALVEY

A-278

H. LEWIS A-433
25 Ac
C. Minter
W.S. Pate

E.T. NOLAN A-490
Addie Pate
C.M. Davis

M. GOODE A-282

N. TATMAN A-634
70 Ac
F.V. Smith
1154 Ac
G. Reinstra

348 Ac
S.H. Reid Jr.

LUNT

WOODVILLE

Small Tracts

J. WHEAT A-657
Turkey Creek

N. DELANO A-213 A-206
L. Barclay 29 Ac
Mrs. J.F. Barclay 120 Ac

W.M. SMITH A-573
177 Ac

J. FALVEY A-275
128 Ac

B.B.B. & C. A-118
8 Ac 10 Ac 50 Ac

E.T. NOLAN A-489
137.8 Ac

A-401 J. JUDSON
110 Ac
Kirby Lbr Co

W. ANDERSON A-42
160 Ac

G.M. BUCHANAN A-94
100 Ac
J.B. Reid

W. CHAMBLISS A-189
110 Ac

JOHN WHEAT A-559
246 Ac
W.S. Simms

H.D. WILSON A-670
100 Ac 60 Ac
J.B. Reid C.R. Best

W. CRAWFORD A-194
160 Ac
S.W. Lbr. Co.

E.W. Tubb 1/4 Min.
E. Fouts et al 1/2 Min.

J. NO. NOWLIN A-487
244 Ac

R.H. COUSINS A-956
119.7 Ac
P.H. Powell

I. HOLT A-378
40 Ac

J. DEASON A-214
55 Ac
Margaret Yo

I. & G. N. A-394
653 Ac
D.P. Mann 1/2 Min
Elwood Fouts et al 1/2 Min.

J. M. ANDERSON A-41
147.3 Ac

L. CRENSHAW A-187
160 Ac
Kirby Lbr Co.

Ezra Eaves 1/4 Min
E. Fouts et al 1/2 Min.

L. WHEAT A-987
320 Ac
J.B. Reid

G. B. & N. A-333

I. GAMET A-297
108.7 Ac

THOMAS C. HOLT A-349
805.6 Ac
E. Fouts 1/2 Min
J.E. Wheat

R.D. GRA A-170
D.P. Man

4625
61.6 ac



M-10380B-750W
M-89033
M-10380
18.96 AC

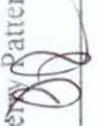


File No. MF 110643

~~John, [unclear], [unclear]~~

Date Filed: 2/5/10

Jerry Patterson, Commissioner

By 



DAN ORBECK & ASSOCIATES

Professional Land Services
9215 BRAES BAYOU DRIVE
HOUSTON, TEXAS 77074

OFFICE: (713) 271-9901
FACSIMILE: (713) 271-9906
CELLULAR: (713) 206-3974

February 4, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

Have Madey
m-110643

350.00
1/4
3 yr Per Acre
Shut in 10.00
Per Acre

Re: Application for Oil and Gas Lease St. Hwy. 190
.657 acres, 4.041 acres, 2.697 acres, 1.63 acres, and .82 acres
in the Josiah Wheat Survey, A-657, Tyler County, Texas 9.845 total ac

Dear Mr. Reid:

Anadarko E & P Company, Inc. hereby makes application to lease a .657 acres, 4.041 acres, 2.697 acres, 1.63 acres, and .82 acres right-of-way tract located in Tyler County, Texas as shown on the attached plat. This right-of-way is not on "Relinquishment Act Land."

Anadarko E & P Company, Inc. would like to aquire an oil and gas lease in state owned minerals in Highway 190 right-of-way in the captioned surveys. The state owns 100% of the minerals under all five tracts.

Enclosed please find:

- Plat of your lands
- Description of your lands
- List of Names and addresses of adjacent mineral owners
- Copy of a lease on the adjacent mineral owners
- No affidavit of non-production is required as we are drilling horizontal wells only.
- \$100 processing fee
- Copy of Waiver of Statutory Notices
- Copies of five mineral deeds to the state
- Notorized Affidavit of Consideration Paid
- Notorized Affidavit of Fact
- Lease Bonus Check in amount of \$3,445.75 (9.85 Net Acres X \$350.00 Per Acre)
- 1-1/2 % Sales Fee on Bonus

The rights-of-way are not on Relinquishment Act Land

Should you have any comments or need additional information please call me at 713/206-3974.

Sincerely,

Dan Orbeck
Landman



121

Dan Orbeck & Associates
9215 Braes Bayou
Houston, Texas 77074-5307

JPMORGAN CHASE BANK, NA
32-61/1110

10704388

4129

2/4/2010

PAY TO THE ORDER OF Texas General Land Office

~~3~~ \$**3,445.75

Three Thousand Four Hundred Forty-Five and 75/100*****

DOLLARS

Texas General Land Office
1700 N. Congress Avenue, Suite 600
Austin, Texas 78701-1495

MP

MEMO LeaseBonus,9.845NetAc,JWheatSyA657,KBouthwell

⑈004129⑈



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121

Dan Orbeck & Associates
9215 Braes Bayou
Houston, Texas 77074-5307

JPMORGAN CHASE BANK, NA
32-61/1110

10704387

4131

2/4/2010

PAY TO THE ORDER OF Texas General Land Office

~~X~~ \$**51.69

Fifty-One and 69/100*****

DOLLARS

Texas General Land Office
1700 N. Congress Avenue, Suite 600
Austin, Texas 78701-1495

MP

MEMO SalesFee,9.845NetAc,JWheatSyA657,KBouthwellLa

|| 004131 ||



© 2005 INTUIT INC. # 728 1-800-433-8810



121

Dan Orbeck & Associates
9215 Braes Bayou
Houston, Texas 77074-5307

JPMORGAN CHASE BANK, NA
32-61/1110

10704386

4130

~~10704386~~

2/4/2010

PAY TO THE ORDER OF Texas General Land Office

~~\$~~ **100.00

One Hundred and 00/100***** DOLLARS

Texas General Land Office
1700 N. Congress Avenue, Suite 600
Austin, Texas 78701-1495

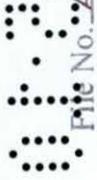
Dan Orbeck
MP

MEMO Application, 9.845NetAc, JWheatSyA657, KBouthwellL

⑈004130⑈

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File No. MF 10643

Map,
Letter, bonus, & fee

Date Filed: 7/5/10
Jerry Patterson, Commissioner

By 

09-6475

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

COUNTY OF TYLER

Sutton & Company L.P. by Richard W. Sutton, Co-Manager and Marianne S. Sawyer, Co-Manager, whose address is Suite 101-B Temple Blvd., Lufkin, TX 75901 ("Lessor"), executed that certain unrecorded Oil and Gas Lease dated effective the 12 th day of November, 2009 ("the Lease"), in favor of ANADARKO E&P COMPANY LP ("Lessee"), whose address is PO Box 1330, Houston, TX 77251-1330, covering and affecting those certain mineral interests owned by Lessor in and under 137.0000 acres, more or less, located in TYLER County, TEXAS, more particularly described below:

137 Acres, more or less, part of the Josiah Wheat Survey, A-657, Tyler County, Texas, and being the same land described in a Mineral Deed dated June 20, 1933 from Mrs. J. A. Mooney to J. G. Catlett Company Recorded in Volume 73, Page 288, Deed Records, Tyler County, Texas.

The Lease provides for a primary term of three years from the effective date of the Lease, with the option to extend the primary term for an additional period of three (3) years, and is subject to all terms, conditions and provisions set forth in the Lease, to which Lease reference is herein made for all purposes. Both Lessor and Lessee have possession of a fully executed original of the Lease, which is open for examination and investigation by any party of interest during reasonable business hours in the offices of Lessee.

IN WITNESS WHEREOF, this memorandum is executed by the parties hereto as of the dates evidenced below, effective, however, as of the 12th day of November, 2009, and is placed of record for the sole purpose of giving every person notice of the existence of the Lease in lieu of filing the original Lease of record in Tyler County, Texas.

LESSOR:

Richard W. Sutton
Richard W. Sutton, Co-Manager

LESSOR:

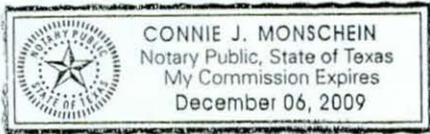
Marianne S. Sawyer
Marianne S. Sawyer, Co-Manager

STATE OF TEXAS §
COUNTY OF Angelina §

This instrument was acknowledged before me on this 3rd day of NOV, 2009, by Sutton & Company L.P. by Richard W. Sutton, Co-Manager.

My Commission Expires:
12-6-09

Connie J. Monschein
Notary Public

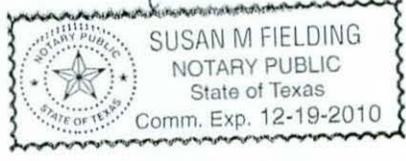


STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 5 day of NOV, 2009, by Sutton & Company L.P. by , Marianne S. Sawyer, Co-Manager.

My Commission Expires:
19 DEC 2010

Susan M Fielding
Notary Public



FILED FOR RECORD
AT 2:20 O'CLOCK P M
ON THE 6 DAY OF November
A.D., 2009.
Vol. 975 Page 228
In the OP Records

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



STATE OF TEXAS }
COUNTY OF TYLER } OFFICIAL PUBLIC RECORD

I hereby certify that this instrument was FILED
on the date and at the time stamped hereon by
me and was duly RECORDED in the Volume
and Page of the named RECORDS of Tyler
County, Texas, as stamped hereon by me.

Donece Gregory

COUNTY CLERK, TYLER COUNTY, TEXAS

BY Wanda Johnston
DEPUTY

Donece Gregory
COUNTY CLERK
TYLER COUNTY, TEXAS

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4
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09-6475

PAID-UP OIL, GAS & MINERAL LEASE

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

THIS LEASE AGREEMENT is made effective the 12 th day of November, 2009, (the "effective date"), between

Sutton & Company L. P., by Richard W. Sutton, Co-Manager, and Marianne S. Sawyer, Co-Manager, as Lessor (whether one or more), whose address is Suite 101-B Temple Blvd., Lufkin, TX 75901, and ANADARKO E&P COMPANY LP, as Lessee, whose address is PO Box 1330, Houston, TX 77251-1330.

1. Description. Lessor, in consideration of Ten Dollars And No Cents and other valuable consideration (\$10.00 and OVC), in hand paid, of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means, developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including sulphur, helium, nitrogen, carbon dioxide and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable covered minerals, including without limitation laying pipelines for gathering and/or transportation and construction of treating, separating, dehydration, processing or other facilities and grants the right to inject water or other produced liquids into non-freshwater bearing formations underlying the leased premises, the following described land (the "leased premises") in TYLER County, Texas, to-wit:

137 acres, more or less, part of the Josiah Wheat Survey, A-657, Tyler County, Texas, and being the same land described in a Mineral Deed dated June 20, 1933 from Mrs. J. A. Mooney to J. G. Catlett Company, Volume 73, Page 288, Deed Records of Tyler County, Texas.

This lease also covers accretions and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of 137.0000 acres, whether it actually comprises more or less.

2. Term of Lease. This lease shall be in force for a primary term of three years from the effective date of this lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or lands pooled, unitized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days; or (c) this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease is a "paid-up" lease requiring no rentals be paid to Lessor. Further, no shut-in payments are required during the primary term.

3. Royalty Payment. Royalties on covered minerals produced and saved from the leased premises and used off the leased premises or lands pooled therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be 1/4 of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be 1/4 of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled therewith, capable of producing covered minerals, 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. 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, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. If at any time or times after the expiration of the primary term, all wells located upon the leased premises or lands pooled therewith (whether classified as oil wells or gas wells) are shut-in for a period of ninety (90) consecutive days, and during such time there are no other Operations being conducted on the leased premises or lands pooled therewith, then within thirty (30) days after the expiration of said ninety day period, Lessee covenants to pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered by this lease, and it shall be considered that covered minerals are being produced from the leased premises. 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 shut-in provision. Each such payment or tender shall be made to the parties who at the time of the payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in at or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 10 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water and other substances produced from said land, except water from Lessor's wells or ponds, for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. Operations. Whenever used in this lease, the word "Operations" (unless specified to the contrary) shall mean operations for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning or repairing of a well in search of or in an endeavor to obtain, increase or restore and/or market or render marketable or more valuable production of oil, gas, sulphur or other covered minerals, and/or production, actual or constructive, of oil, gas, sulphur or other covered minerals.

5. Pooling. Lessee shall have the continuing and recurring right, but not the obligation, to pool, unitize or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed six hundred forty (640) acres plus a maximum acreage tolerance of ten percent (10%); provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool, unitize or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool, unitize or combine either before or after commencing Operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit production is sold or used off the leased premises or lands pooled or unitized therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein 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. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. Ancillary Rights. In exploring for, developing, producing and marketing covered minerals, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the free right of ingress and egress along with the right to conduct Operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations and any other Operations on the leased premises, lands pooled or unitized therewith or lands adjacent thereto, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat, and transport production in connection with said wells. In connection with Lessee's Operations, Lessee's ancillary rights granted herein shall apply to both surface and subsurface of: (a) the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; (b) all lands pooled or unitized with the leased premises; and (c) any other lands contiguous or adjacent to the leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, in which Lessor now or hereafter has authority to grant such rights. Such ancillary rights include, but are not limited to, the right to use the subsurface of the leased premises in connection with a well to be drilled under but bottomed off the leased premises. No

surface location for a well shall be located less than two hundred (200) feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent. In addition to the ancillary rights described above, Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within one (1) year following the expiration thereof.

7. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

8. **Warranty of Title.** Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

9. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

10. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

11. **Regulation and Delay.** Lessee's obligations under the lease, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any terms of this lease when Operations are so prevented, delayed or interrupted.

12. **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled 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 (40) 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. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator.

13. **Existing Wellbores.** At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing water wells on the leased premises.

14. **Miscellaneous.**

(a) **Entire Agreement.** This lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This lease is not intended to give rise to any implied obligations not otherwise expressly contained in this lease and any implied covenants not consistent with the express provisions of this lease are hereby negated and renounced. This lease may only be amended by a subsequent written instrument.

(b) **Captions.** The captions used in the lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart, from the terms and provisions of the lease.

(c) **Severability.** If any term or other provision of this lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this lease shall nevertheless remain in full force and effect.

(d) **Choice of Law.** THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not the lease has been executed by all parties named herein as Lessor.

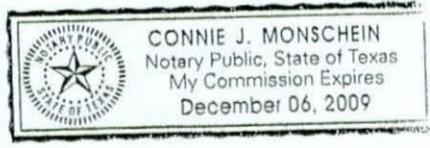
LESSOR: Richard W. Sutton
Richard W. Sutton, Co-Manager

LESSOR: Marianne S. Sawyer
Marianne S. Sawyer, Co-Manager

STATE OF TEXAS
COUNTY OF Angelina

This instrument was acknowledged before me this 3rd day of NOV., 2009, by Richard W. Sutton, Co-Manager.

My Commission Expires: 12-6-09 Connie J. Monschein, Notary Public



STATE OF TEXAS
COUNTY OF PORT BEND

This instrument was acknowledged before me this 5 day of NOV, 2009, by Marianne S. Sawyer, Co-manager.

My Commission Expires: 19 DEC 2010 Susan M. Fielding, Notary Public

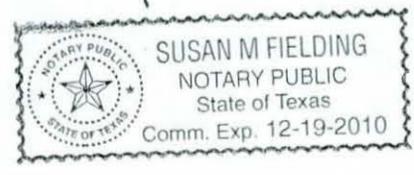


EXHIBIT A

The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

16. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

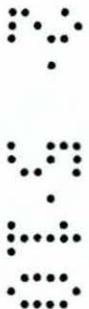
17. All royalty payments on the actual production of covered minerals shall be made in compliance with Subsection J. of Section 91.402 of the Texas Natural Resources Code (Subchapter J.).

18. Lessor and Lessee agree that in the event production is obtained hereunder pursuant to which Lessor executes a division order or division orders (or transfer order or transfer orders) that contain terms and provisions which conflict with or vary the terms and provisions of this lease, the terms and provisions hereof shall control and Lessor shall always be entitled to receive royalties on the basis herein provided irrespective of whether such payments are made by Lessee or by a third party purchaser of production. Any division order or transfer order that Lessor executes shall be executed solely for the purpose of confirming Lessor's interest in the production of covered minerals from the leased premises or lands pooled therewith, and in no event shall the execution thereof be effective to ratify or revive this lease irrespective of any language therein to the contrary. Furthermore, the execution by Lessor of a division order in favor of a third party purchaser of production shall not relieve Lessee of Lessee's obligations hereunder to pay royalties timely and properly to Lessor in the event such third party purchaser declares bankruptcy or otherwise fails or refuses to pay royalties in a timely and proper manner.

19. In the event a unit is formed hereunder for a horizontal completion before the horizontal completion is completed or within one hundred eighty (180) days after the horizontal completion is completed, Lessee shall have the right to revise the configuration and size of the unit within one hundred eighty (180) days after the horizontal completion is completed. Such right to designate a revised unit may be exercised by Lessee only twice during said 180-day period. To so revise a unit designated for a horizontal completion, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. After the expiration of said 180-day period, Lessee shall have the right to revise the configuration and size of a unit formed or previously revised hereunder for a horizontal completion; provided, however, no such revision shall be valid as to and binding upon Lessor if the interest of Lessor in unit production after giving effect to the designation of such revised unit is less than the interest that Lessor owned in unit production prior to the designation of such revised unit.

20. At the end of the primary term of this lease or upon the cessation of any drilling operations being conducted at the end of the primary term on the leased premises or on lands pooled therewith, this lease shall terminate automatically as to all of the mineral estate lying more than one hundred (100) feet below the stratigraphic equivalent of the base of the deepest producing formation in which Lessee has completed a well as a well capable of producing in paying quantities of covered minerals from the lands covered by this lease or from other lands, if any, pooled or unitized with said lands. Upon termination of this lease as to such depths, Lessor and Lessor's heirs, legal and personal representatives, successors, lessees or assigns, thereafter shall have the right to reasonable use of the leased premises, but without unreasonable interference with Lessee's rights granted hereunder the terms of this lease, for the purposes of investigating, exploring, prospecting and drilling for, producing and owning covered minerals from the depths as to which this lease has terminated.

21. Lessee shall be responsible for and agree to make reasonable payment for damages to the surface of the land, livestock, crops, timber and improvements which are caused by its operations on the leased premises. Lessee further agrees that within a reasonable time period after completion or abandonment of any well drilled on the leased premises, Lessee shall restore the premises to as near its original condition as is reasonably practicable.



Attached hereto and made a part hereof that certain Oil and Gas Lease dated November 12, 2009 by and between Sutton & Company L.P., by Richard W. Sutton Co-Manager & Marianne S. Sawyer Co-Manager.

22. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph three (3) of the lease is limited in time to a period of no more than three cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars (\$10.00) per acre of land covered by this lease.

23. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder, hereinafter referred to as ("Claims"). It is not the intent of this provision to apply to Claims made by Lessor, its successors or assigns against Lessee and Lessee's sublessees, successors or assigns. The provisions and obligations contained in this paragraph shall survive the termination of this lease.

24. Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder by, through and under Lessor, but not otherwise.

25. If, at the end of the primary term of this lease, a portion or portions of the leased premises are pooled or unitized with other lands not covered by this lease so as to form a pooled unit or units, drilling or reworking operations on or production from such unit or units will maintain this lease in force only as to the portion or portions of the leased premises included in such unit or units. Any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased or lands pooled therewith that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on such property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole or as an oil and/or gas well and the commencement of operations for the drilling of a subsequent well on such property.

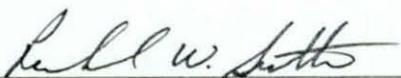
26. It is understood and agreed that in the event the leased premises described herein is pooled or unitized with other leases or lands to form a pooled unit and said leased premises contains fifty acres of land or less, then the entire leased premises will be pooled or unitized; in the event the leased premises contains more than fifty acres of land, then at least twenty five percent of the leased premises will be pooled or unitized.

27. It is agreed and understood that a Memorandum of Oil and Gas Lease will be filed of record for the purpose of providing record notice of the existence of this lease in lieu of recording the executed original. Said Memorandum of Oil and Gas Lease shall be recorded in the Records of Tyler County, Texas, within a reasonable period of time by Lessee and upon request by Lessor, a copy thereof will be furnished to Lessor.

SIGNED FOR IDENTIFICATION:

SUTTON & COMPANY L.P.

As Co- Managers


By: Richard W. Sutton, Co-Manager


By: Marianne S Sawyer, Co-Manager

012 4

File No. MF110643

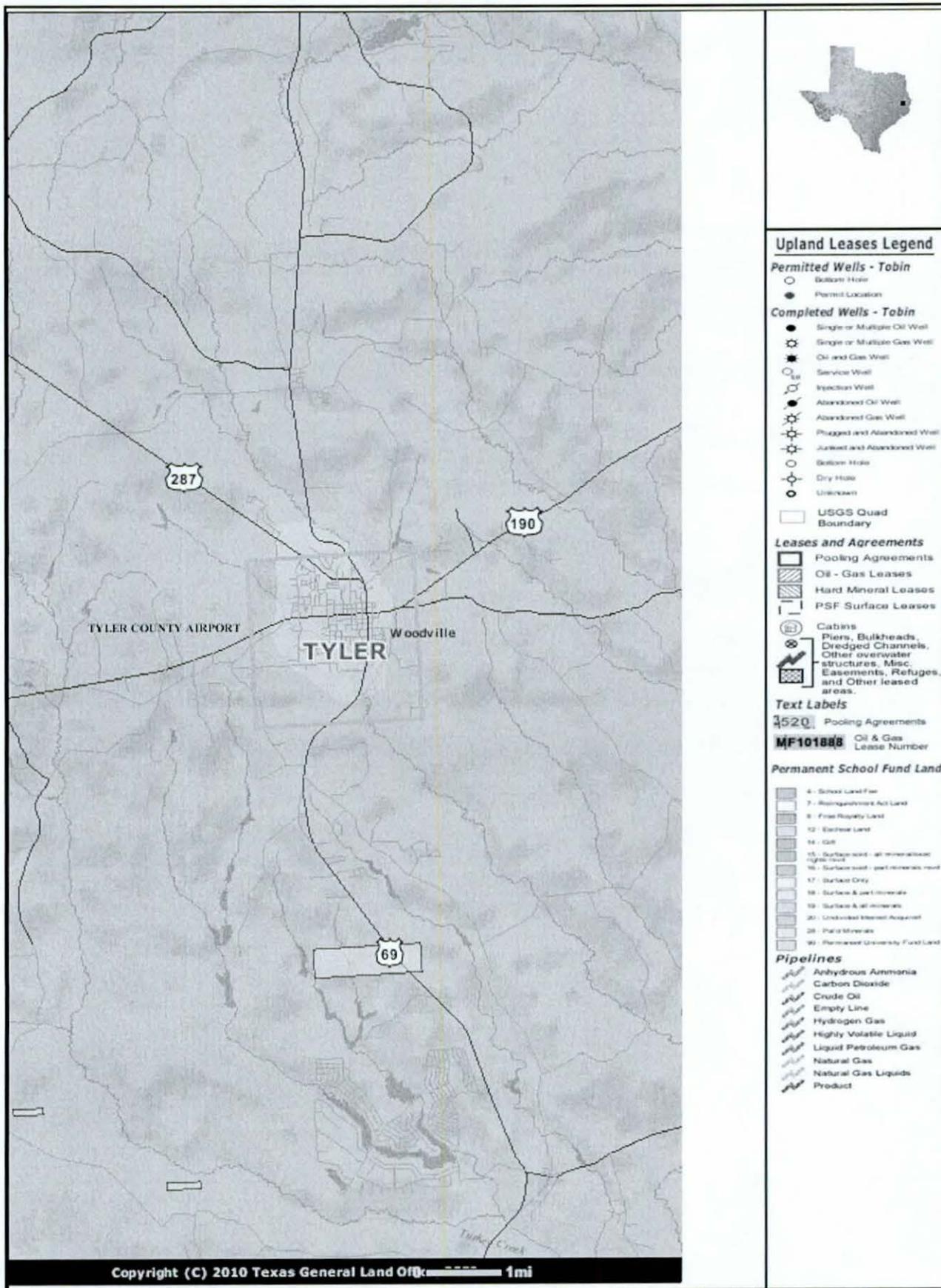
Memorandum of lease

Date Filed: 2/5/10

Jerry Patterson, Commissioner

By [Signature]

3,



4.

File No. MF110643

Map

Date Filed: 2/5/10

Jerry Patterson, Commissioner

By [Signature]

AFFIDAVIT OF FACT

STATE OF TEXAS §

COUNTY OF TYLER §

Before me, the undersigned, a Notary Public in and for said State, on this day, personally appeared Dan Orbeck, Jr., who after being duly sworn, did on his oath depose and say as follows:

As of January 1, 1985, there were no wells located within 2,500 feet from the State of Texas right-of-way that Anadarko E & P Company, Inc. is proposing to lease and include in the NW Woodville Unit in the Josiah Wheat Survey, A-657, Tyler County, Texas.

FURTHER AFFIANT SAITH NOT.

Dan Orbeck, Jr.

Dan Orbeck, Jr.

Subscribed and sworn to before me on this 4th day of Feb, 2010

Charles W. Askins

Notary Public, State of Texas

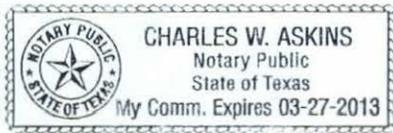
STATE OF TEXAS

COUNTY OF TYLER

This instrument was acknowledged before me on this 4th day of Feb., 2010 by Dan Orbeck, Jr.

Charles W. Askins

Notary Public, State of Texas



AFFIDAVIT OF CONSIDERATION PAID

STATE OF TEXAS §

COUNTY OF TYLER §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dan Orbeck, Jr., known to me to be a credible person above the age of twenty-one (21) years, who after having been first duly sworn deposes and says, to-wit:

My name is Dan Orbeck, Jr. and I am over twenty-one (21) years of age and in no way disqualified from making this affidavit. I reside in Harris County, Texas. I am familiar with the following facts concerning payment of lease consideration paid by Anadarko E&P Company, A-657, Tyler County, Texas for Oil, Gas and Mineral Leases adjacent to the State of Texas mineral tracts under State Highway 190.

I can truthfully state that most leases were bought for \$200 per net mineral acre but one was bought for \$350 (the highest paid) for a lease on 137.00 gross acres, 8.56 net acres. Lease royalties ranges from 1/5 to 1/4 (the highest given).

Further Affiant says not.


Dan Orbeck, Jr.

STATE OF TEXAS
COUNTY OF TYLER

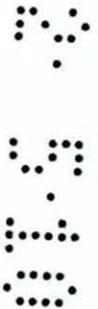
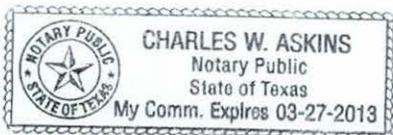
Subscribed and sworn to before me on this 4th day of Feb. 2010 by Dan Orbeck, Jr.


NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF TYLER

This instrument was acknowledged before me on the 4th day of Feb 2010, by Dan Orbeck, Jr.


NOTARY PUBLIC, State of Texas



012 5

5.

File No. MF 110643

Affidavit

Date Filed: 2/5/10
Jerry Patterson, Commissioner

By: [Signature]

[Faint, illegible text, possibly bleed-through from the reverse side of the page]

DAN ORBECK & ASSOCIATES

Professional Land Services

912 N. MAGNOLIA
WOODVILLE, TEXAS 75979

OFFICE: (409) 331-0151
FACSIMILE: (409) 331-0757

February 4, 2010

Commissioner of the Texas General Land Office
1700 North Congress Ave.
Room 640
Austin, Texas 78701

Attention: Drew Reid
Minerals and Leasing Dept.

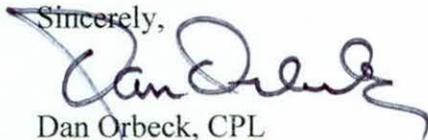
Re: Application for Oil and Gas Lease
0.657 Acres, 4.041 Acres,
2.967 Acres, 1.63 Acres, .82 Acres
in the Josiah Wheat Survey, A-657,
Tyler County, Texas

Dear Mr. Reid:

Anadarko E & P Company, Inc. hereby makes application to lease a 0.657 acres, 4.041 acre, 2.967 acre, 1.63 acre, .82 acre right-of-way tract located in Tyler County, Texas as shown on the attached plat. This right-of-way is not on "Relinquishment Act Land."

Should you have any questions, please feel free to give me a call at 409-331-0151. Thank you for your prompt attention to this matter.

Sincerely,



Dan Orbeck, CPL
Landman





6.

File No. MF 110 643
Letter
 Date Filed: 2/5/10
 Jerry Paterson, Commissioner
 By: [Signature]

Adjacent Mineral Owners:

All adjacent minerals under lease. Lease Owners are

Amarado Oil Company, Ltd.
Attn: Mr. David Dachner
7 Lakeway Centre Court, Suite 200
Austin, TX 78734

American Fluorite, Inc.
Attn: Ms. Meg Mollesten
1425 Lake Front Circle
The Woodlands, TX 77380

Neches Development, L.P.
Attn: Mr. Matthew J. Telfer
3698 RR 620 South, Suite 113
Austin, TX 78738

Guardian Oil & Gas, Inc.
Attn: Mr. Rich Mullins
140 S. Village Center Drive
Southlake, TX 76092

Gillco Energy, L.P.
Attn: Mr. Bill Gilliland
500 S. Taylor, Suite 101
Amarillo, TX 79101

Hickson Energy Corp.
Attn: Mr. Jerry Hickson
403 Hazeltine Drive
Austin, TX 78734

Mr. Roger W. Hoch
7 Lakeway Centre Court, Suite 200
Austin, TX 78734

BTE Energy, LLC
Attn: Mr. Burke T. Edwards
3001 RR 620 South, Suite 321
Austin, TX 78738



All adjacent minerals not under lease. Lease Owners are

PEC Minerals LP
14860 Montfort Drive, Suite 209
Dallas, TX 75254

Maxie G. Young
485 CR 4280
Woodville, TX 75979

City of Woodville
400 West Bluff
Woodville, TX 75979

Laura Coffey Hand,
2800 Tennessee NE
Albuquerque, NM 87110

Lou Coffey Anthony
13505 Lone Rider Trail
Austin, Texas 78738

Lisa Coffey Oliver
9611 Rocky Branch Drive
Dallas, TX 75243

Timothy Morrow
3107 26th Street
Lubbock, TX 79413

Kathleen Morrow
3610 37th Street
Lubbock, TX 79410

Thomas E. Swearingen
21322 Ranch Road 479
Harper, TX 78631



012 5

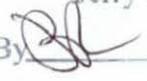
7.

File No. MF 110643

Mineral
Owners

Date Filed: 2/5/10

Jerry Patterson, Commissioner

By: 

January 20, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

COPY

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
Josiah Wheat Survey, A-657
Tyler County, Texas

Dear Mr. Reid:

Amarado Oil Company, Ltd. hereby waives its right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the Josiah Wheat Survey, A-657, Tyler Co., Texas.

Sincerely,

ACKNOWLEDGEMENT

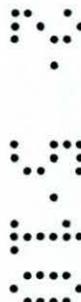
STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared

_____ of Amarado Oil Company, Ltd. a corporation, 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 in the capacity therein stated and as the act and deed of said corporation.

Notary Public in and for Travis County, Texas



January 20, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

COPY

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
Josiah Wheat Survey, A-657
Tyler County, Texas

Dear Mr. Reid:

American Fluorite, Inc., hereby waives its right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the Josiah Wheat Survey, A-657, Tyler Co., Texas.

Sincerely,

ACKNOWLEDGEMENT

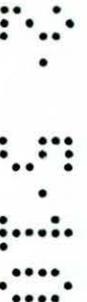
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Before me, the undersigned authority, on this day personally appeared

of American Fluorite, Inc. a corporation, 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 in the capacity therein stated and as the act and deed of said corporation.

Notary Public in and for Montgomery County, Texas



COPY

January 20, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
Josiah Wheat Survey, A-657
Tyler County, Texas

Dear Mr. Reid:

BTE Energy, LLC hereby waives its right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the Josiah Wheat Survey, A-657, Tyler Co., Texas.

Sincerely,

ACKNOWLEDGEMENT

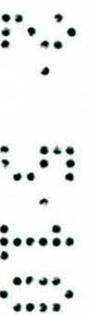
STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared

of BTE Energy, LLC a corporation, 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 in the capacity therein stated and as the act and deed of said corporation.

Notary Public in and for Travis County, Texas



January 20, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

COPY

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
Josiah Wheat Survey, A-657
Tyler County, Texas

Dear Mr. Reid:

Gillco Energy, L.P., hereby waives its right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the Josiah Wheat Survey, A-657, Tyler Co., Texas.

Sincerely,

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF POTTER §

Before me, the undersigned authority, on this day personally appeared

of Gillco Energy, L.P. a corporation, 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 in the capacity therein stated and as the act and deed of said corporation.

Notary Public in and for Potter County, Texas



January 20, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

COPY

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
Josiah Wheat Survey, A-657
Tyler County, Texas

Dear Mr. Reid:

Guardian Oil & Gas, Inc. hereby waives its right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the Josiah Wheat Survey, A-657, Tyler Co., Texas.

Sincerely,

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared

of Guardian Oil & Gas, Inc., a corporation, 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 in the capacity therein stated and as the act and deed of said corporation.

Notary Public in and for Tarrant County, Texas



January 20, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

COPY

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
Josiah Wheat Survey, A-657
Tyler County, Texas

Dear Mr. Reid:

Hickson Energy Corp. hereby waives its right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the Josiah Wheat Survey, A-657, Tyler Co., Texas.

Sincerely,

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared

of Hickson Energy Corp. a corporation, 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 in the capacity therein stated and as the act and deed of said corporation.

Notary Public in and for Travis County, Texas



January 20, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

COPY

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
Josiah Wheat Survey, A-657
Tyler County, Texas

Dear Mr. Reid:

Neches Development, L.P. hereby waives its right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the Josiah Wheat Survey, A-657, Tyler Co., Texas.

Sincerely,

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared

of Neches Development, L.P. a corporation, 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 in the capacity therein stated and as the act and deed of said corporation.

Notary Public in and for Travis County, Texas



January 20, 2010

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

COPY

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
Josiah Wheat Survey, A-657
Tyler County, Texas

Dear Mr. Reid:

I, Roger W. Hoch, hereby waives my right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the Josiah Wheat Survey, A-657, Tyler Co., Texas.

Sincerely,

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of January, 2010 by Roger W. Hoch.

My Commission Expires : _____

Notary Public in and for Travis County, Texas



August 8, 2005

Texas General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

RE: Waiver of Statutory Notice
Oil, Gas and Mineral Lease
State Highway 190
J. Blunt League, A-7 and Jane Taylor League, A-33
Tyler County, Texas

Dear Mr. Reid:

Mullins & White Energy, Inc. hereby waives its right to statutory notice and preferential right to lease as required in application to lease state highway right-of way adjacent to its leasehold in the J. Blunt Sy., A-7 and the Jane Taylor League, A-33, Tyler Co., Texas.

Sincerely,

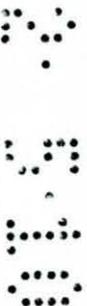
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared _____ of Amarado Oil Company, Ltd., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

Notary Public in and for Travis County, Texas



0125

8

File No. MF 110643

Warren J. Statton
Date Filed: 7/5/10

Jerry Patterson, Commissioner

By: 

Witness our hands this the 18th day of February, A. D. 1938.

Mrs. Myrtle Grammer

W. E. Grammer

THE STATE OF TEXAS #

COUNTY OF TYLER # BEFORE ME, the undersigned authority on this day personally appeared W. E. Grammer and wife, Mrs. Myrtle Grammer, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Mrs. Myrtle Grammer, wife of said W. E. Grammer, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Mrs. Myrtle Grammer, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 18th day of February, A. D. 1938.

(I.S.) J. A. Mooney

Notary Public in and for Tyler County, Texas.

STATE OF TEXAS #

COUNTY OF TYLER # I HEREBY CERTIFY that the foregoing instrument with its certificate of authentication, was filed for record in my office on the 24 day of May, 1939, at 11 o'clock A. M., and was this day duly recorded at 9:20 o'clock A. M., in Vol. 89, pages 232 et seq., Deed Records of said County.

Witness my hand and official seal, at office in Woodville, this the 25 day of May, 1939.

(I.S.) Bertha Prescott

Clare County Court, Tyler County, Texas.

By Bertha Prescott Deputy.

NO. 515 (RIGHT-OF-WAY DEED)

STATE OF TEXAS #

COUNTY OF TYLER # KNOW ALL MEN BY THESE PRESENTS: THAT I, Dora Louise Hightower of the County of Jefferson, State of Texas, for and in consideration of the sum of Twenty-five and No/100 Dollars, to me in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Tyler, State of Texas, and being a part of Josiah Wheat, Abstract No. 657 conveyed by J. A. Mooney to Dora Louise Hightower by deed dated the day of _____ 19____, and recorded in Volume 78 Page 117 of Deed Records of Tyler County, Texas; said tract or parcel of land herein conveyed, being subject to: lien(s) held by None, easement(s) held by None Lease(s) held by Sun Oil Company, Dallas, Texas (OIL & GAS), and being more particularly described as follows, to-wit: A strip of land through the Dora Louise Hightower tract, said strip being two hundred thirty (230') feet long and varying in width as follows: One hundred sixty (160') feet, eighty (80) feet on each side of the center line at Engr's Sta. 73 plus 00, diminishing uniformly in width to one hundred twenty (120') feet, sixty (60') feet on each side of the center line at Engr's Sta. 75 plus 00 and continuing one hundred-twenty (120') feet, sixty (60') feet on each side of the center line through the said Dora Louise Hightower tract, lying within the limits of the right-of-way of the proposed location of U. S. Highway No. 190 as surveyed by the Texas State Highway Department the center line of highway being more particularly described as follows: Beginning at a point in the center line of U. S. Highway No. 190 at Engr's Sta. 74 plus 08, which point is the East boundary line of the Dora Louise Hightower tract and eighty-two (82') feet North of

the Southeast corner of said tract, said point also being the West boundary line of a ten acre tract conveyed to V. L. Brown by C. C. Hightower; Thence S. 67 deg. 39' W. for a distance of two hundred thirty (230') feet to Ingr's Sta. 76 plus 38, which point is in the South boundary line of said Dora Louise Hightower tract, also in the North boundary line of a ten acre tract conveyed to V. L. Brown by L. K. Peagin, and two hundred ten (210') feet West from the South east corner of said Hightower tract. The above described right-of-way contains 0.657 acres of land to be used for right-of-way purposes.

TRACT 37
0.657
in reservation

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said State of Texas and its assigns.

And the said Dora Louise Hightower do hereby bind herself, her heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor herein for the same consideration hereby specially agree that the consideration above recited includes adequate and complete compensation for any and all damages present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to her of the sum of money above acknowledged hereby release the State of Texas from any and all damages, if any, present or future, that may be done to the remainder of her said tract of land by virtue of the construction and maintenance of the new proposed Highway No. U. S. 190 or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances.

And it is further agreed that Dora Louise Hightower in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness my hand, this the 26 day of April, A. D. 1939.

Dora Louise Hightower

THE STATE OF TEXAS #

COUNTY OF TYLER # Before me, C. C. Hightower, a notary public in and for said County and State, on this day personally appeared Dora Louise Hightower, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 26 day of April 1939.

(I.S.) C. C. Hightower

Notary Public in and for Tyler County, Texas.

THE STATE OF TEXAS #

COUNTY OF TYLER # I, Bertha Prescott, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated 26 day of April, A. D. 1939, with its authentication, was filed for record in my office on the 26 day of May, A. D., 1939, at 10 o'clock A. M., and duly recorded this the 26 day of May, A. D. 1939, at 4 o'clock P. M. in the Deed Records of said County, in Volume 89, on Page 233.

Witness my hand and the seal of the County Court of said County, at office in Woodville, Texas, the day and year last above written.

(L.S.) Bertha Prescott

Clerk of Court, Tyler County, Texas.

By Wena Johnson Deputy.

NO. 519 (RIGHT-OF-WAY DEED)

STATE OF TEXAS #
 COUNTY OF TYLER # KNOW ALL MEN BY THESE PRESENTS: THAT we, V. I. Brown, and wife Mrs. Lola Brown, of the County of Tyler, State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Tyler, State of Texas, and being a part of Josiah Wheat Survey, Abstract No. 857, conveyed by C. C. Hightower & L. M. Feagin to V. I. Brown by deed dated the ___ day of _____ 19___, and recorded in Volume 86 Page 241 of Deed Records of Tyler County, Texas; said tract or parcel of land herein conveyed, being subject to: lien(s) held by NONE easement(s) held by NONE lease(s) held by NONE and being more particularly described as follows, to-wit: A strip of land through the V. I. Brown two ten acre tracts, first tract being seven hundred (700') feet long and varying in width as follows: Two hundred twenty (220') feet wide, and one hundred ten (110') feet on each side of the center-line from Engineers Station 67/08 to 67/50, diminishing in width from two hundred twenty (220') feet at Station 67/30 to one hundred ninety (190') feet at Station 68/50, one hundred ten (110') feet on North side of center-line and eighty (80') feet on South side of center-line, diminishing in width from one hundred ninety (190') feet at Station 68/50 to one hundred sixty (160') feet, eighty (80') feet on each side of center-line at Sta. 70/00, continuing one hundred sixty (160') feet, eighty (80') feet on each side of the center-line to Station 73/00 and diminishing from one hundred sixty (160') feet at Station 73/00 to one hundred twenty (120') feet, sixty (60') feet on each side of center-line, at Station 75/00 and second tract being four hundred sixty-six (466') feet long and one hundred twenty (120') feet wide, sixty (60') feet on each side of the center-line of highway lying within the limits of the right-of-way of the proposed location of U. S. Highway No. 190 as surveyed by the Texas State Highway Department, said center-line of highway being more particularly described as follows:

FIRST TRACT

BEGINNING at a point in the center-line of U. S. Highway No. 190 at Engineers Station 67/08 which point is in the East boundary line of the V. I. Brown first ten acre tract and one hundred forty-four (144') feet South of the Northeast corner of said tract, said point being also in the West boundary line of the C. C. Scott tract; Thence S. 67°-39' W. for a distance of seven hundred (700') feet to Engineers Station 74/08, which point is in the West boundary line of the V. I. Brown first ten acre tract, also in a West boundary line of the Mrs. Dora Lee Hightower tract, said point being eighty-two (82') feet North from a Southeast corner of the said Mrs. Dora Lee Hightower tract, and containing 2.757 acres of land to be used for Right-of-Way Purposes.

2.757

SECOND TRACT

BEGINNING at a point in the center-line of U. S. Highway No. 190 at Engineers Station 76/38 which point is in the North boundary line of the said V. L. Brown second ten acre tract, and two hundred ten (210') feet West of the Northeast corner of the V. L. Brown second ten acre tract, said point being also in a South boundary line of the Mrs. Dora Lee Hightower tract. Thence S. 67°-39' W. for a distance of four hundred sixty-six (466') feet to Engineers Station 81/04, which point is in the West boundary line of said V. L. Brown second ten acre tract, also being in the East boundary line the Little Rainey tract, and one hundred sixty-four (164') feet South from the Northwest corner of said V. L. Brown tract, and containing 1.284 acres of land to be used for right-of-way purposes.

1.284

= 4.041



TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said State of Texas and its assigns.

And we, the said V.L. Brown, and wife Lola Brown, do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said State of Texas, and its assigns against every person whomsoever lawfully claim or to claim the same or any part thereof.

The undersigned grantors herein for the same consideration hereby specially agrees that the consideration above recited includes adequate and complete compensation for any and all damages, present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to us of the sum of money above acknowledged, we hereby release the State of Texas from any and all damages, if any, present or future that may be done to the remainder of our said tract of land by virtue of the construction and maintenance of the new proposed Highway No. U. S. 190 or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances.

And it is further agreed that Tyler County in consideration of the benefits above set out will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness our hands, this the 15th day of March, A. D. 1939.

V. L. Brown

Lola Brown

THE STATE OF TEXAS #
COUNTY OF TYLER # BEFORE ME, E. C. Fuller,
Notary public in and for said County and State, on this day personally appeared V. L. Brown, 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.

Given under my hand and seal of office, this the 15th day of March 1939.

(L.S.) E. C. Fuller

Notary Public in and for Tyler County, Texas.

THE STATE OF TEXAS #
COUNTY OF TYLER # BEFORE ME, E. C. Fuller, a notary public in and for said County and State on this day personally appeared Mrs. Lola Brown, wife of V. L. Brown, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she the said Mrs. Lola Brown, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

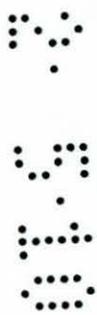
Given under my hand and seal of office, this the 15th day of March, 1939.

(L.S.) E. C. Fuller

Notary Public in and for Tyler County, Texas.

THE STATE OF TEXAS, #
COUNTY OF TYLER # I, Bertha Prescott, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated 15 day of March, A. D., 1939, with its authentication, was filed for record in my office on the 29 day of May, A. D., 1939, at 11 o'clock A. M., and duly recorded this the 30 day of May, A. D. 1939, at 10:40 o'clock A. M. in the Deed Records of said County. In Volume 89. on Page 242.

No Reservation



Texas, the day and year last above written.

(I.S.) Bertha Prescott

Clerk of Court, Tyler County, Texas.

By Reena Johnson Deputy.

NO. 520 (RIGHT-OF-WAY EASEMENT)

STATE OF TEXAS #

COUNTY OF TYLER # KNOW ALL MEN BY THESE PRESENTS: THAT Citizens State Bank Woodville, Texas, a banking corporation, acting herein by its President and duly authorized officer, of Tyler County, Texas, in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Tyler County, Texas, owned by us, and being subject to: None Lien(s) held by NONE, easement(s) held by NONE, Lease(s) held by NONE and being particularly described as follows, to-wit: Being a strip of land two (2') feet wide and thirty (30') feet long off of the South side of the Citizens State Bank tract in Lot No. 5, Block No. 12 of the Townsite of Woodville in the 200-acre Subdivision of J. Wheat Survey, Abstract No. 657, in Tyler County, Texas, and lying between Stations 1/90 and 2/20 on the centerline of U. S. Highway 190 in Tyler County, Texas, as surveyed by the District Engineer of the State Highway Department of Texas.

It is hereby agreed that the present buildings, improvements, etc., shall remain in place until they have served their period of usefulness, but if at any future date the grantor decides to renovate or rebuild the present buildings, or to erect new improvements, houses, filling stations, pumps, etc., he agrees herein not to rebuild or renovate same or to construct new improvements within the limits of the above described easement strip.

It is further agreed that sidewalks may be constructed within the limits of the above described easement.

It is further agreed that should Highway U. S. 190 be changed and the above strip of land no longer used for said highway, that it diverts back to The Citizens State Bank, Woodville, Texas.

For the purpose of opening, constructing and maintaining a permanent State Highway in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said highway, or any part thereof.

The undersigned grantor herein for the same consideration hereby specially agree that the consideration above recited includes adequate and complete compensation for any and all damages, present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to it of the sum of money above acknowledged, it hereby release the State of Texas from any and all damages, if any, present or future, that may be done to the remainder of its said tract of land by virtue of the construction and maintenance of the new proposed Highway No. 190 or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances.

And it is further agreed that None in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

WE HAVE AND WE HOLD unto the said State of Texas as aforesaid for the purposes aforesaid



NO. 525 (RIGHT-OF-WAY DEED)

STATE OF TEXAS #

COUNTY OF TYLER # KNOW ALL MEN BY THESE PRESENTS: THAT C. C. Scott of the County of Tyler, State of Texas, for and in consideration of the sum of _____ Dollars, to _____

in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Tyler, State of Texas, and being a part of Josiah Wheat Survey, Abstract No. 657, conveyed by Mrs. J. A. Mooney to C. C. Scott by deed dated the _____ day of _____ 19____, and recorded in Volume 79, page 372 of Deed Records of Tyler County, Texas; said tract or parcel of land herein conveyed, being subject to: lien(s) held by NONE easement(s) held by NONE, lease(s) held by NONE and being more particularly described as follows, to-wit: A strip of land through the C. C. Scott tract, said strip being (643.1') six hundred forty-three and one tenth feet long and varying inwidth as follows: One hundred twenty feet (120') feet, sixty (60') feet on each side of center line from Engineers Station 60+00 to Sta. 62+00, increasing in width from one hundred twenty (120') feet at Station 62+00 to two hundred twenty (220') feet, One hundred ten (110') feet on each side of the center-line at Engineers Station 64+00 and continuing two hundred twenty (220') feet wide to Station 67+08, lying within the limits of the right-of-way of the proposed location of U. S. Highway No. 190 as surveyed by the Texas State Highway Department, the center-line of highway being more particularly described as follows: Beginning at a point in the center-line of U. S. Highway No. 190 at Engineers Station 60+00, which point is in the East boundary line of the C. C. Scott tract and three hundred forty (340') feet North of the Southeast corner of said tract, said point being also in the West boundary line of the J. C. Eaken tract: Thence Westwardly curving along a one degree curve to the left (which begins at Engineers Station 43+74.3, said curve having a central angle of 22°11' left) for a distance of five hundred thirty-two and six tenths (532.6') feet to Engineers Station 65+92.6 which point is also Engineers Station 65+97.5 and is the end of the said curve, Thence S. 67°-39' W. for a distance of One hundred ten and five tenths (110.5') feet to Engineers Station 67+08, which point is in the West boundary line of said C. C. Scott Tract, and one hundred forty-four (144') feet South from the Northeast corner of the V. L. Brown Tract said point being also in the East boundary line of the V. L. Brown tract. The above described right-of-way contains 2.697 acres of land to be used for right-of-way purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns.

And we, the said C. C. Scott, do hereby bind myself, my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor herein for the same consideration hereby specially agree that the consideration above recited includes adequate and complete compensation for any and all damages, present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to me of the sum of money above acknowledged, I hereby release the State of Texas from any and all damages, if any, present or future, that may be done to the remainder of my said tract of land by virtue of the construction and maintenance of the new proposed Highway No. U. S. 190 or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances

2.697

TRACT 3



Will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness my hand, this the 19th day of January, A. D. 1939.

C. C. Scott

THE STATE OF ALABAMA #

COUNTY OF MONTGOMERY # Before me, M. D. Grant, a notary public in and for said County and State, on this day personally appeared C. C. Scott, 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.

Given under my hand and seal of office, this the 19th day of January, 1939.

(L.S.) M. D. Grant

Notary Public in and for Montgomery County, Alabama.

My commission expires Nov. 3, 1942.

THE STATE OF TEXAS #

COUNTY OF TYLER, # I, Bertha Prescott, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated 19 day of January, A. D. 1939, with its authentication, was filed for record in my office on the 29 day of May, A. D. 1939, at 11 o'clock A. M., and duly recorded this the 1 day of June, A. D., 1939, at 1 o'clock P. M., in the Deed Records of said County, in Volume 89 on Page 252.

Witness my hand and the seal of the County Court of said County, at office in Woodville, Texas, the day and year last above written.

(L.S.) Bertha Prescott

Clerk of Court, Tyler County, Texas.

By *Alma Johnson* Deputy.

NO. 526 (RIGHT-OF-WAY DEED)

STATE OF TEXAS #

COUNTY OF TYLER # KNOW ALL MEN BY THESE PRESENTS: THAT we, Milton R. Winter and wife Velma Winter, of the County of Tyler, State of Texas, for and in consideration of the sum of One (\$1.00) Dollars, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Tyler, State of Texas, and being a part of Josiah Wheat Survey in the Townsite of Woodville, Texas conveyed by R. Z. Lazenby to Wilton R. Winter by deed dated the ___ day of ___ 19___, and recorded in Volume ___ page ___ of Deed Records of ___ County, Texas; said tract or parcel of land herein conveyed, being subject to: lien(s) held by NONE, easement(s) held by NONE, lease(s) held by NONE and being more particularly described as follows, to-wit: A strip of land off of the North side of the M. R. Winters 0.115 acre tract, fifty (50') feet wide and fifty (50') feet long, lying within the limits of the right-of-way of the proposed location of U. S. Highway No. 190 as surveyed by the Texas State Highway Department, and being of such width that the right-of-way contained on the South side of the center-line of highway shall be fifty (50') feet. The center line of highway being more particularly described as follows: Beginning at a point in the center-line of U. S. Highway No. 190 at Engineers Station 47/30, which point is at the Northeast corner of the M. R. Winters tract; Thence Westerly along a one (1^o) degree curve to the left, (which begins at Engineers Station 43/74.3, the central angle of which is 22^o11' left) for a distance of fifty (50') feet to Engineers Station 47/80, which point is at the Northwest corner of said M. R. Winters tract; The above described right-of-way contains 0.057 acre of land to be used for right-of-way purposes, being a forty (40') foot strip which now lies within

RIGHT-OF-WAY DEED

Tract 40

STATE OF TEXAS #

COUNTY OF TYLER #

KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Mannie May Gibbs of the

county of Tyler State of Texas in her individual capacity and as community administratrix of the estate of Geo. K. Gibbs, deceased, for and in consideration of the sum of One Hundred & No/100 (\$100.00) Dollars to me individually and as such administratrix in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and do by these presents Grant, Sell and Convey unto the state of Texas, the following described tract or parcel of land situated in the County of Tyler State of Texas, being more particularly described as follows:

MRS. GEO. K. GIBBS STATION 53/23 to 60/33

Being a strip of land (100) ft. wide across the property of Mrs. Geo. K. Gibbs on the Josiah Wheat Survey Abs. 657 in Tyler County, Texas, lying (50) on each side of the center line of the Woodville, Livingston, Road, State Highway No. 45, as located by Resident Engineer of the Texas State Highway Department, and more fully described as follows:

Beginning at a point on the Mrs. Geo. K. Gibbs East boundary line where the center line of the highway crosses at Sta. 53/23, said sta. lying in a (1°) curve to the left. The P. C. of which curve was sta. 4375.5; Thence continuing with a (1°) curve to the left lying (50) ft. on each side of the center line of the Highway (710) ft. to a point where the center line of the Highway crosses Mrs. Geo. K. Gibbs's West boundary line at sta. 60/33.

X Containing (1.63) acres of land more or less. TRACT 4

And it is further agreed that the said Mrs. Mannie May Gibbs, individually and as such administratrix in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereunto in anywise belonging unto the State of Texas and its Assigns;

And Mrs. Mannie May Gibbs individually and as such administratrix hereby binds her heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand, this the 14 day of October, A. D. 1935.

Mrs. Mannie May Gibbs
individually,

M. Mannie May Gibbs

Mrs. Mannie May Gibbs
Community administratrix of the Estate of Geo. K. Gibbs, Deceased.

STATE OF TEXAS #

COUNTY OF TYLER #

BEFORE ME, G. C. Lowe, a Notary Public in and for said County and

State on this day personally appeared Mrs. Mannie May Gibbs, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in her individual capacity and as community administratrix of the estate of Geo. K. Gibbs deceased.

Given under my hand and seal of office this the 14 day of Oct. 1935.

G. C. Lowe
Notary Public; Tyler County, Texas

(L.S.)

THE STATE OF TEXAS #

COUNTY OF TYLER #

I, Mrs. Bertha Prescott, Clerk of the County Court of said County,

do hereby certify that the foregoing instrument of writing, dated 14 day of Oct. A. D. 1935. with its authentication, was filed for record in my office on the 5 day Nov. A. D. 1935 at

1 o'clock P M and was duly recorded this the 20 day of Nov. A. D. 1935 at 9 o'clock A M in the Deed records of said County in Volume 80 page 507.

80/508

Witness my hand and the seal of the County Court of said County, at office in Woodville, Texas, the day and year last above written.

(L.S.)

Mrs. Bertha Prescott
Clerk County Court, Tyler County, Texas
By *Frankie Prescott* Deputy

THE STATE OF TEXAS #

COUNTY OF TYLER # WHEREAS, Robt. A. Shivers and wife of the County of Tyler and State of Texas did on the 28th day of August A. D. 1923 by deed of that date duly recorded in the records of Deeds in Tyler County, Texas, Volume 50 page 494 grant, Sell and Convey to B. F. Hughes of the County of Tyler State of Texas the following described prâperty, to-wit;

Lots Nos. 1, 10, 2 and 3 in block 14 in Town of Woodville as shown by the Map or plat of said town. Save and except a tract of land 65 feet by 130 feet fully described in deed from Robt A. Shivers to J. H. Evans to which deed reference is made.

and did in said deed retain a Vendor's lien on the property so granted, Sold and Conveyed, to secure the payment of part of the purchase money mentioned in said deed as follows, to-wit;

One Vendor's Lien note in the principal sum of \$1000.00, bearing interest from date at the rate of 10% per annum.

And, Whereas, said Vendor's Lien notes given as aforesaid for part purchase money of said property has been paid to Citizens State Bank of Woodville the legal and equitable holder and owner of said note;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Citizens State Bank of Woodville the present legal and equitable owner and holder of said Vendor's Lien note above mentioned, do hereby release, discharge and quitclaim unto the said B. F. Hughes, his heirs and assigns, all the rights, title, interest and estate in and to the property above described, which it has or may be entitled to by virtue of being the owner of said Vendor's Lien note and hereby declare said property released and discharged of all liens created by virtue of said Vendor's Lien note above described.

In witness whereof said Bank has caused these presents to be executed this 12th day of November A. D. 1935.

CITIZENS STATE BANK OF WOODVILLE

BY L. M. Feagin
President

Attest

J. B. Snillings
Asst. Cashier (L.S.)

THE STATE OF TEXAS #

COUNTY OF TYLER # BEFORE ME, the undersigned authority, on this day personally appeared L. M. Feagin known to me to be the person whose name is subscribed to the foregoing instrument, as president of the Citizens State Bank of Woodville, Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Bank.

Given under my hand and seal of office this 14th day of November A. D. 1935.

(L.S.)

Mary Davis
Notary Public in and for Tyler County, Texas

THE STATE OF TEXAS #

COUNTY OF TYLER # I HEREBY CERTIFY that the foregoing instrument of writing, with its

Witness my hand and the seal of the County Court of said County, at office in Woodville, Texas, the day and year last above written.

(L.S.) Bertha Prescott

Clerk of Court, Tyler County, Texas.

By Serena Johnson Deputy.

NO. 287 (RIGHT-OF-WAY DEED)

Tract 41

page 5

STATE OF TEXAS #

COUNTY OF TYLER # KNOW ALL MEN BY THESE PRESENTS: THAT we, Mrs. Jane K. Gant, a feme sole, Burton R. Gant, joined by his wife, Ovie Gant, of the County of Tyler, State of Texas, for and in consideration of the sum of One \$1.00 Dollars, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the county of Tyler, State of Texas, and being a part of Josiah Wheat Survey in the Townsite of Woodville, Texas, conveyed by J. E. Stanford to B. R. Gant by deed dated the 7 day of October, 1920, and recorded in Volume 46, Page 345 of Deed Records of Tyler County, Texas; said tract or parcel of land herein conveyed, being subject to: lien(s) held by None, easements(s) held by None, lease(s) held by None, and being more particularly described as follows, to-wit: A strip of land off of the North side of the B. R. Gant tract, varying in width from fifty (50') feet to seventy four (74') feet and five hundred seventy-six (576') feet long lying within the limits of the right-of-way of the proposed location of U. S. highway no. 190 as surveyed by the Texas State Highway Department, and being of such width that the right-of-way contained on North side of the center-line of highway shall be zero (0') feet to twenty-four (24') feet, and the right-of-way contained on the South side of the center-line of highway shall be fifty (50') feet, the center-line of highway being more particularly described as follows: Beginning at a point in the center-line of U. S. Highway No. 190 at Engineers Station 47/80, which point is the Northeast corner of the B. R. Gant tract- said corner being also the Northwest corner of the M. R. Winters tract. thence Westerly along a one degree curve to the left (which begins at Engineers Sta. 43/74.3, the central angle of which is 22°11' left), for a distance of five hundred seventy-six (576') feet to Engineers Station 53/56, which point is in the West line of said B. R. Gant tract, and twenty-four (24') feet South from the Northwest corner of said tract. The above described right-of-way contains 0.820 acres of land to be used for right-of-way purposes, of which 0.138 acre is additional right-of-way.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns.

And we, the said Mrs. Jane K. Gant, Burton R. Gant, & wife, Ovie Gant do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof,

The undersigned grantors herein for the same consideration hereby specially agree that the consideration above recited includes adequate and complete compensation for any and all damages, present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to us of the sum of money above acknowledged, we hereby release the State of Texas from any and all damages, if any present or future, that may be done to the remainder of our said tract of land by virtue of the construction and maintenance of the new proposed Highway No. U. S. 190 or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances.

And it is further agreed that Tyler County in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

witness our hands this the 12th day of January, A. D. 1939.

27521

Witness to Mark:

her
Jane K X Gant
mark.

B. C. Fuller

Burton R. Gant

M. F. Nellius

Ovie Gant

No Remar

THE STATE OF TEXAS #

COUNTY OF TYLER # Before me, B. C. Fuller, a notary public in and for said County and State, on this day personally appeared Jane K. Gant, a feme sole, and Burton R. Gant, known to me to be the persons whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 12th day of January, 1939.

(L.S.) B. C. Fuller

Notary Public in and for Tyler County, Texas.

THE STATE OF TEXAS #

COUNTY OF TYLER # Before me, B. C. Fuller, a notary public in and for said County and State, on this day personally appeared Orvie Gant, wife of Burton K. Gant, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Orvie Gant acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 12th day of January, 1939.

(L.S.) B. C. Fuller

Notary Public in and for Tyler County, Texas.

THE STATE OF TEXAS #

COUNTY OF TYLER # I, Bertha Prescott, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated 12 day of Jan., A. D. 1939, with its authentication, was filed for record in my office on the 27 day of March, A. D. 1939, at 2 o'clock P. M., and duly recorded this the 30 day of March, A. D. 1939, at 10:30 o'clock A. M., in the Deed Records of said County, in Volume 88, on Page 526.

Witness my hand and the seal of the County Court of said County, at office in Woodville, Texas, the day and year last above written.

(L.S.) Bertha Prescott

Clerk County Court, Tyler County, Texas.

By Lorena Johnson Deputy.

NO. 288 (RIGHT-OF-WAY DEED)

STATE OF TEXAS #

COUNTY OF TYLER # KNOW ALL MEN BY THESE PRESENTS: THAT I, James A. Holton, individually, and acting herein, as attorney in fact, for Lena Holton, Harry H. Holton, John D. Holton, Lillie McCall, W. C. McCall, Mary Holton Barker, and A. B. Barker, by virtue of Power of Attorney, executed to me by said parties, June 12th, 1936, and said Power of Attorney filed for Record January____, 1939, of the County of Tyler, State of Texas, for and in consideration of the sum of (\$10.00) and other considerations Dollars, to me in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Tyler, State of Texas, and being a part of James Blunt Survey, Abstract No. 7 conveyed by F. A. Roach to J. A. Holton by deed dated the ___ day of _____ 19____, and recorded in Volume 60, Page 265 of Deed Records of Tyler County, Texas; said tract or parcel of land herein conveyed, being subject to: lien(s) held by None, easement(s) held by None, lease(s) held by None and being more particularly described as follows, to-wit: A strip of land through the J. A. Holton 144 acre tract two hundred (200') feet wide and two thousand five hundred

013

9.

File No. MF 110643

Deed

Date Filed: 2/5/10

Harry Patterson, Commissioner

By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 23, 2010

Mr. Dan Orbeck
Agent for Anadarko E&P Company, Inc.
Dan Orbeck & Associates
9215 Braes Bayou Drive
Houston, TX 77074

Dear Mr. Orbeck

Re: State of Texas HROW Lease # MF 110643

Enclosed you will find an original executed Highway Right-of-Way Leases in Tyler County.

Please refer to this lease number with all future correspondence concerning this lease. Proof read your lease before filing of record.

Please have your client review Section 4c regarding pooling, and ensure the GLO receives a copy of the unit designation for this lease.

If you have any questions please feel free to contact my direct phone number, or email listed below, or you may contact Drew Reid at his direct number (512) 475-1534

Best regards,

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521
beverly.boyd@glo.state.tx.us

1 COPY

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

10.

File No. MF 110643

By J. W. Lott

Date Filed: 3/23/10

Jerry Patterson, Commissioner

By 

yang

API Number

4245730761

RRC Number

0

Remarks:

HROW Unit - Lease acres adjusted per title opinion and survey received from Anadarko.

Prepared By:

Blaug

GLO Base Updated By:

Blaug

RAM Approval By:

JK

GIS By:

Prepared Date:

5-11-11

GLOBase Date:

5-11-11

RAM Approval Date:

5-13-2011

GIS Date:

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA11-60

Unit Number 4985
 Operator Name ANADARKO E&P COMPANY LP Effective Date 12/31/2010
 Customer ID C000044444 Unitized For Oil & Gas
 Unit Name Stryker Unit Unit Term 0 Months
 County1 Tyler
 County2
 County3
 RRC District: 03
 Unit Type: Permanent
 State Royalty Interest: 0.0032302705
 State Part in Unit: 0.0129210821
 Unit Depth Well: Other
 Below Depth 12740 MD Formation: Austin Chalk
 Above Depth 13240 MD Participation Basis: Surface Acreage
 [If Exclusions Apply: See Remarks]

MF Number MF110643 Tract Number 37
 Lease Acres 9.1138 / Total Unit Acres 705.3434 =
 Tract Participation: 0.0129211 X
 Lease Royalty 0.25 = Manual Tract Participation: 0 See Remark
 Tract Royalty Participation 0.0032303 Manual Tract Royalty: 0

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

56-029116

API Number

4245730761

RRC Number

0

Remarks:

Prepared By:

REW

Prepared Date:

03/04/2011

GLO Base Updated By:

REW

GLOBase Date:

03/04/2011

RAM Approval By:

JK

RAM Approval Date:

3/8/2011

GIS By:

MC

GIS Date:

3-25-11

DAN ORBECK & ASSOCIATES

Professional Land Services
9215 BRAES BAYOU DRIVE
HOUSTON, TEXAS 77074

EMAIL: dan@orbeck.com
CELL: (713) 206-3974
TEL: (713) 271-9901
FAX: (713) 271-9906

February 25, 2011

Texas General Land Office
1700 Congress Avenue, STE 600
Austin, TX 78701

RE: Tubb Trust Unit #1
Stryker Unit

Dear Gentlemen:

Per your request, enclosed please find copies of the Designations of Units on the Tubb Trust Unit #1 and the Stryker Unit.

Should you have any comments or need additional information please call me at the number below.

Very truly yours,



Charles Rose

Enclosures

CC: John Alloway

Cathy
Boutwell

Kathy Boutwell

601-953-9957

WOODVILLE FIELD OFFICE

120 S. CHARLTON STREET, WOODVILLE, TEXAS 75979; PHONE: (409)331-0151; FAX: (409)331-0757



DESIGNATION OF UNIT

STRYKER UNIT

PA 11-60
Unit # 4985

STATE OF TEXAS §
 §
COUNTY OF TYLER §

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Designation of Unit ("Agreement") is hereby executed by the undersigned, who are the owners of undivided interests in the leasehold estates created under those certain Oil and Gas Leases, or memorandums thereof, and being the owners of certain undivided and unleased mineral interests under certain lands which are more particularly described on Exhibit "A", attached hereto and incorporated herein by reference for all purposes (collectively referred to herein as the "Unit Leases").

RECITALS

WHEREAS, each of the Unit Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Unit Leases; and

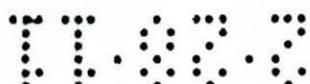
WHEREAS, the pooling, unitization and combination of the Unit Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit, is reasonable and advisable in the judgment of the undersigned.

(1) Declaration of Unit. In consideration of the premises and pursuant to and in accordance with the terms and provisions of the Unit Leases, the undersigned does hereby declare, pool, unitize and combine the Unit Leases, including all renewals, extensions, ratifications and amendments thereof, and said lands covered thereby, insofar as same contributes to the Unit Area as described below, and the mineral and/or royalty estates therein into a pooled unit for the exploration, development and production of oil, gas and associated hydrocarbons ("Unit").

(2) Description of Unit Area. The Unit includes the Unit Leases identified on said Exhibit "A", insofar as same contributes to those lands ("Unit Area") described on Exhibit "B" and depicted on the Plat, attached hereto as Exhibit "C". Said Exhibits are attached hereto and incorporated herein by reference for all purposes. The Unit shall cover and apply to the stratigraphic equivalent of those subsurface depths encountered from the top of the Austin Chalk Formation down to and including the base of the Austin Chalk formation. For the purposes of this agreement, the top of the Austin Chalk formation is identified at 12,740' TMD in the Dual Induction-SFL-Sonic Log for the Standard Oil Production Company-Long Bell Petroleum No. 1 well, API #42-457-30382 and the base of the Austin Chalk Formation is identified at 13,240' TMD in said log, located in the Squire Cruse Survey, A-13, Tyler County, Texas. Production from the Unit shall be allocated proportionately among the tracts pooled herein within the Unit in the proportion which the number of surface acres in such tract bears to the total number of surface acres in the Unit. Should it be determined that any tract of land or interest within the Unit is not properly pooled or unitized hereby, or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or otherwise invalidate the Unit as to any interest pooled or unitized hereby.

(3) Unit Name. The Unit created hereby shall be known as the STRYKER Unit, a 705.3434 acre pooled unit situated in the Josiah Wheat Survey, Abstract 657, Harman Lewis Survey, Abstract 433 and the Edward T. Nolan Survey, Abstract 490, all located in Tyler County, Texas.

(4) Additional Interests Included. In the event the undersigned, as of the effective date hereof, owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to herein covering lands within the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any



interest for which ratification of the Unit created hereby is necessary, and the undersigned inadvertently failed to include said interest on Exhibit "A", then said interest or interests are hereby pooled and combined into said Unit as hereby declared, without the necessity of specifically enumerating such interest or interests and the specific land which they cover or in which they are held.

(5) **Right to Amend.** The undersigned hereby exclusively reserves the right, from time to time, to amend this Agreement, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit described herein, including, without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Unit Leases; (iii) to include in the Unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the effective date hereof, or prior to the effective date hereof and not included and described herein, and (iv) to include in the Unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the owner of such full or undivided interests. Any such amendment hereof shall be executed by the Operator of the Unit on behalf of the undersigned, provided that such amendment will not change the interests of the working interest owners in the Unit.

(6) **Dissolution of Unit.** The Unit formed hereby may be dissolved by the Operator of the Unit on behalf of the undersigned, at any time by an instrument filed for record in Tyler County, Texas, after any failure to establish unit production, or after cessation of operations upon the Unit.

(7) **Counterpart or Ratification.** This instrument may be executed as one document signed by all the undersigned parties, or the 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 of this instrument 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 hereinbelow without the consent of the operator.

(8) **Successors and Assigns.** This Agreement shall be binding upon the heirs, representatives, successors and assigns, as applicable, of the undersigned and the lessors and lessees under the Unit Leases identified in said Exhibit "A".

(9) **Effective Date.** The Unit hereby created shall be dated and effective this the 31st day of December 2010, and shall remain in force as long as the pooled oil, gas and associated and constituent hydrocarbons are being produced from the Unit, or unless dissolved as permitted by Paragraph 6 hereof, so long as the Unit Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said Leases.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date evidenced below.

ANADARKO E&P COMPANY LP

By: 
Title: Agent and Attorney-in-Fact 

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 11th day of Jan, 2011, by Brad D. Taylor, as Agent and Attorney in Fact, of **Anadarko E&P Company LP**, a Delaware limited partnership, on behalf of said limited partnership and in the capacity therein stated.



Angela Rasberry
Notary Public
State of Texas

SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

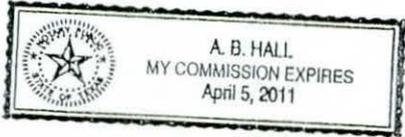
BXP PARTNERS, II LP

By: *Doug Brown*
Mr. Doug Brown

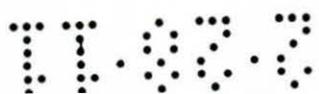
STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 10th day of January, 2010, by Doug Brown, PRESIDENT of BXP Partners, II LP, on behalf of said limited partnership.

A. B. Hall
Notary Public
State of Texas



(Remainder of page left intentionally blank)



NON-OPERATORS:

SIGNATURE PAGE TO UNIT DESIGNATION – STRYKER UNIT

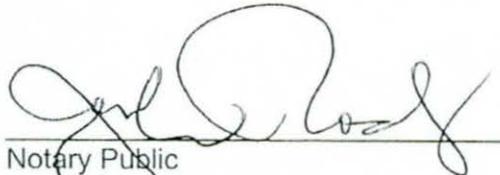
AMARADO OIL COMPANY, LTD,
by Desert King Resources, L.L.C.,
its General Partner



By: _____
Mr. David A. Dachner, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of December, 2010, by David A. Dachner, President of Desert King Resources, L.L.C., a Texas limited liability company, acting on behalf and as General Partner of **AMARADO OIL COMPANY, LTD.**, a Texas limited partnership.



Notary Public
State of Texas

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SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

ROGER W. HOCH

By: *Roger Hoch*
Mr. Roger W. Hoch

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17th day of December, 2009, by **Roger W. Hoch**.
10



Jennifer Rodriguez
Notary Public
State of Texas

(Remainder of page left intentionally blank)

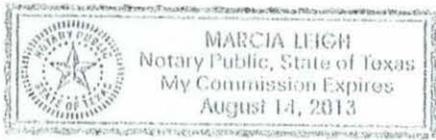
SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

BTE ENERGY, LLC

By: [Signature]
Mr. Burke T. Edwards
Managing Partner

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21st day of December, 2009, by Burke T. Edwards, Managing Partner of **BTE ENERGY, LLC**, on behalf of said behalf of said limited liability company.



Marcia Leigh
Notary Public
State of Texas

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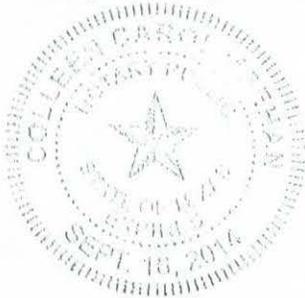
SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

AMERICAN FLUORITE, INC.

By: *Margaret Woodward Molleston*
Margaret Woodward Molleston
Vice President

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

January, 2010, This instrument was acknowledged before me on the 6th day of
by Margaret Woodward Molleston, Vice President of AMERICAN
FLUORITE, INC., a Texas corporation, on behalf of said corporation.



Colleen Cara Meehan
Notary Public
State of Texas

(Remainder of page left intentionally blank)

SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

TRINITY RIVER RESOURCES, G.P.
By Trinity River Resources GP, LLC
Its General Partner

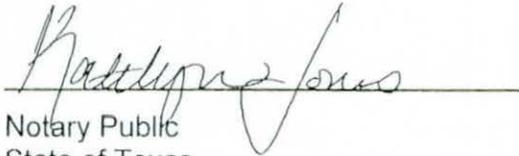


By: _____
Matthew J. Telfer
Managing Partner

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 4th day of January, 2011, by Matthew J. Telfer, Managing Partner of Trinity River Resources GP, LLC the General Partner of **Trinity River Resources, L.P.**, on behalf of said limited partnership.



Notary Public
State of Texas

(Remainder of page left intentionally blank)

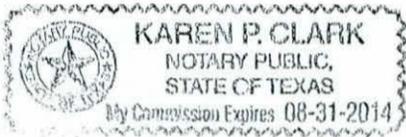
SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

GILLCO ENERGY, L.P.,
A Texas Limited Partnership

By: [Signature]
Mr. Bill Gilliland, President
Gillco Energy Management, LLC
General Partner of Gillco Energy, LP

STATE OF TEXAS §
 §
COUNTY OF POTTER §

~~2000~~ 2010 This instrument was acknowledged before me on the 22nd day of December,
~~2000~~, by Bill Gilliland, President of **GILLCO ENERGY, L. P.**, on behalf of said limited
partnership.



[Signature]
Notary Public
State of Texas

(Remainder of page left intentionally blank)

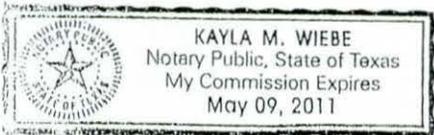
SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

HICKSON ENERGY CORP.

By: Jerry Hickson
Mr. Jerry Hickson, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 26 day of December, 2009, by Jerry Hickson, President of **HICKSON ENERGY CORP.**, on behalf of said corporation. 1010



Kayla M. Wiebe
Notary Public
State of Texas

(Remainder of page left intentionally blank)

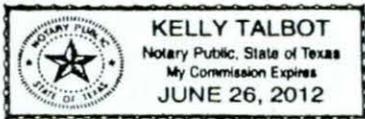
SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

ETOCO, L.P.

By: Walter Cochran
Mr. Walter Cochran
President
Etoco Management L.L.C.
General Partner of Etoco, L.P., a
Texas Limited Partnership

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27th day of December, 2010, by Walter Cochran, President of **ETOCO MANAGEMENT L.L.C.**, General Partner of Etoco, L.P. a Texas Limited Partnership, on behalf of said limited partnership.



Kelly Talbot
Notary Public
State of Texas

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SIGNATURE PAGE TO UNIT DESIGNATION - STRYKER UNIT

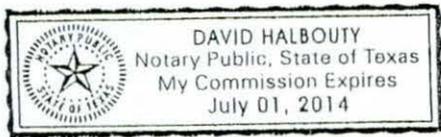
GUARDIAN OIL & GAS, INC.

By: [Signature]
~~Mr. Bruce Brannon~~ FRED MULLINS
~~Vice-President; Land~~ LAND MANAGER

STATE OF TEXAS §
TARRANT §
COUNTY OF ~~TRAVIS~~ §

This instrument was acknowledged before me on the 20 day of December, ~~2009~~ 2010 by ~~Bruce Brannon~~ FRED MULLINS, Vice-President; Land of GUARDIAN OIL & GAS, INC., on behalf of said corporation. LAND MANAGER

[Signature]
Notary Public
State of Texas

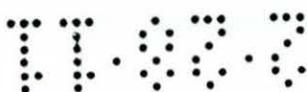


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STRYKER UNIT

ALL INSTRUMENTS ARE DULY FILED OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF TYLER COUNTY, TEXAS

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Addie Pearl Goolsbee Dove	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	846	642	Tyler County, TX
Albert B. Vincent	Andarko E&P Company, LP	01/12/10	Oil and Gas Lease in	982	447	Tyler County, TX
Albert J. Draper	Andarko E&P Company, LP	10/27/09	Oil and Gas Lease in	977	889	Tyler County, TX
Allen Stoner Mooney	Andarko E&P Company, LP	09/28/10	Memorandum of Oil & Gas Lease in	1004	95	Tyler County, TX
Allen W. Osborne	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	909	503	Tyler County, TX
Allen Wilson Osborne	Andarko E&P Company, LP	11/01/02	Oil and Gas Lease in	736	402	Tyler County, TX
Amanda Feagin Stryker Reiche	Amarado Oil Company, Ltd.	06/21/06	Memorandum of Oil & Gas Lease in	847	509	Tyler County, TX
Amanda Feagin Stryker Reiche	Amarado Oil Company, Ltd.	06/21/06	Memorandum of Oil & Gas Lease in	862	223	Tyler County, TX
Amy Carruth Repak	Andarko E&P Company, LP	10/27/09	Oil and Gas Lease in	981	872	Tyler County, TX
Andrea Parker McEneny	Etoco	11/04/04	Memorandum of Oil & Gas Lease in	791	306	Tyler County, TX
Angela Moore	Andarko E&P Company, LP	01/16/10	Oil and Gas Lease in	984	257	Tyler County, TX
Anita Jean Leitner	Andarko E&P Company, LP	10/02/09	OGM in	979	384	Tyler County, TX
Ann Marie Grimes	Amarado Oil Company, Ltd.	07/27/09	Oil and Gas Lease in	966	974	Tyler County, TX
Ann Rainey Parker	Etoco	10/11/04	Oil and Gas Lease in	791	135	Tyler County, TX
Arthur William Taylor, III	Andarko E&P Company, LP	11/20/09	Oil and Gas Lease in	994	797	Tyler County, TX
Ava Jean Hignett Masters	Andarko E&P Company, LP	02/10/10	Oil and Gas Lease in	985	798	Tyler County, TX
B. Allen Ray	Andarko E&P Company, LP	02/10/10	Oil and Gas Lease in	988	244	Tyler County, TX
B. Austin Ray	Andarko E&P Company, LP	03/04/10	Oil and Gas Lease in	986	851	Tyler County, TX
Barbara Kay Katzen	Andarko E&P Company, LP	09/27/10	Oil and Gas Lease in	1005	909	Tyler County, TX
Barbara Tolbert, Widow	Amarado Oil Company, Ltd.	08/17/07	Oil and Gas Lease in	893	945	Tyler County, TX
Bela N. Nagypal, et ux, Kimbra K. Nagypal	Andarko E&P Company, LP	02/17/10	Oil and Gas Lease in	983	232	Tyler County, TX
Benjamin Hicks, Individually & Ind. Exec. Of the Estate of Alieta M. Hicks	Amarado Oil Company, Ltd.	02/01/08	Oil and Gas Lease in	915	13	Tyler County, TX
Berl Pedigo	Andarko E&P Company, LP	08/17/09	Oil and Gas Lease in	969	655	Tyler County, TX
Bernard M. Cooley	Andarko E&P Company, LP	08/16/10	Oil and Gas Lease in	998	636	Tyler County, TX
Bertis and Jayne Best	Andarko E&P Company, LP	01/29/10	Memorandum of Oil & Gas Lease in	982	431	Tyler County, TX
Betty Claire Mayo Jackson	Andarko E&P Company, LP	11/29/07	Oil and Gas Lease in	911	761	Tyler County, TX
Betty Hanes Dollins	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1004	98	Tyler County, TX
Betty J. Huffman	Andarko E&P Company, LP	06/23/10	Oil and Gas Lease in	994	800	Tyler County, TX
Betty K. Moore	Amarado Oil Company, Ltd.	03/10/05	Oil and Gas Lease in	806	961	Tyler County, TX
Betty K. Moore	Amarado Oil Company, Ltd.	03/11/10	Memorandum of Oil & Gas Lease in	990	737	Tyler County, TX



LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Betty K. Moore	Amarado Oil Company, Ltd.	03/10/10	Memorandum of Oil & Gas Lease in	990	737	Tyler County, TX
Betty L. Millam	Andarko E&P Company, LP	11/05/09	Oil and Gas Lease in	983	830	Tyler County, TX
Beverly Camille Sheffield	Andarko E&P Company, LP	04/13/10	Oil and Gas Lease in	993	669	Tyler County, TX
Beverly Lorraine Sheffield	Andarko E&P Company, LP	03/02/10	Oil and Gas Lease in	985	807	Tyler County, TX
Billy & Bonita Cards	Amarado Oil Company, Ltd.	07/12/07	Oil and Gas Lease in	891	493	Tyler County, TX
Billy J. Turner, Sr.	Andarko E&P Company, LP	07/24/09	Oil and Gas Lease in	965	756	Tyler County, TX
Bjorg Tucker	Andarko E&P Company, LP	11/16/09	Oil and Gas Lease in	978	72	Tyler County, TX
Bobbie J. Whisenhunt	Amarado Oil Company, Ltd.	01/18/08	Oil and Gas Lease in	910	792	Tyler County, TX
Bonnie Byerly Whitman	Andarko E&P Company, LP	12/23/09	Oil and Gas Lease in	980	928	Tyler County, TX
Bonnie Jean Schandorff Young Robertson	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	989	869	Tyler County, TX
Bonnie Jean Schandorff Young Robertson	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	989	869	Tyler County, TX
Burr Clyde Johnson, III	Andarko E&P Company, LP	08/05/10	Oil and Gas Lease in	999	423	Tyler County, TX
Butch Herring	Andarko E&P Company, LP	02/07/09	Oil and Gas Lease in	950	51	Tyler County, TX
Carl D. Pope	Andarko E&P Company, LP	05/08/09	Oil and Gas Lease in	960	718	Tyler County, TX
Carla Wright Brown	Andarko E&P Company, LP	05/20/10	Oil and Gas Lease in	992	462	Tyler County, TX
Carole Anne Hignett Parr	Andarko E&P Company, LP	02/10/10	Oil and Gas Lease in	984	394	Tyler County, TX
Carole Anne Hignett Parr	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	851	970	Tyler County, TX
Caroline Kay Richards	Andarko E&P Company, LP	11/06/09	Oil and Gas Lease in	983	282	Tyler County, TX
Carolyn Taylor	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	980	72	Tyler County, TX
Carolyn Trimble	Amarado Oil Company, Ltd.	02/14/08	Oil and Gas Lease in	915	71	Tyler County, TX
Carroll E. Martin	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	966	675	Tyler County, TX
Carroll T. Cole, Jr.	Andarko E&P Company, LP	04/22/10	Oil and Gas Lease in	989	852	Tyler County, TX
Catherine Graham Whaling	Andarko E&P Company, LP	05/25/07	Oil and Gas Lease in	884	641	Tyler County, TX
Catherine Q. Hightower	Andarko E&P Company, LP	01/08/10	Oil and Gas Lease in	980	905	Tyler County, TX
Cecil Earl Sarver	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1007	318	Tyler County, TX
Chandra Elaine Ray	Andarko E&P Company, LP	02/09/10	Oil and Gas Lease in	985	801	Tyler County, TX
Chares Ray Williford	Andarko E&P Company, LP	05/11/10	Oil and Gas Lease in	991	477	Tyler County, TX
Charles Elwood Davis	Andarko E&P Company, LP	08/17/09	Oil and Gas Lease in	970	44	Tyler County, TX
Charles Fred Bateman	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1004	723	Tyler County, TX
Charles Goolsbee	Andarko E&P Company, LP	07/23/09	Oil and Gas Lease in	965	878	Tyler County, TX
Charles M. Pope	Amarado Oil Company, Ltd.	11/20/10	Oil and Gas Lease in	1007	782	Tyler County, TX



EXHIBIT "A"

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December 31, 2010, by and between Anadarko E3 Company LP, as Operator
and Amarado Oil Company, Ltd. Et al, as Non-Operators

VOL. 1011 PAGE 773

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Charles Pope	Andarko E&P Company, LP	05/08/09	Oil and Gas Lease in	957	767	Tyler County, TX
Charles R. Douglas	Andarko E&P Company, LP	05/12/10	Oil and Gas Lease in	992	464	Tyler County, TX
Charles W. Tubb	Amarado Oil Company, Ltd.	01/16/03	Oil and Gas Lease in	898	668	Tyler County, TX
Charles W. Tubb	Andarko E&P Company, LP	06/22/10	Oil and Gas Lease in	994	500	Tyler County, TX
Charlotte Lee Huff Rayburn	Andarko E&P Company, LP	02/26/10	Oil and Gas Lease in	988	910	Tyler County, TX
Cheryl Ann Sattler	Andarko E&P Company, LP	08/17/09	Oil and Gas Lease in	969	676	Tyler County, TX
Chester Wayne and Lois A. Cartwright	Andarko E&P Company, LP	05/18/10	Oil and Gas Lease in	993	413	Tyler County, TX
Chrystopher Clarke Hightower	Andarko E&P Company, LP	12/21/09	Oil and Gas Lease in	979	375	Tyler County, TX
City of Woodville	Andarko E&P Company, LP	03/03/10	Memorandum of Oil & Gas Lease in	985	783	Tyler County, TX
City of Woodville	Andarko E&P Company, LP	08/02/10	Memorandum of Oil & Gas Lease in	999	161	Tyler County, TX
Claytie Lee Clow	Amarado Oil Company, Ltd.	12/20/06	Oil and Gas Lease in	880	327	Tyler County, TX
Cleland Harver Schandorff	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	983	288	Tyler County, TX
Clymer Lewis Wright, Jr.	Andarko E&P Company, LP	02/04/10	Oil and Gas Lease in	983	156	Tyler County, TX
Cody Allen Jarrott and Joanna Martindale Jarrott P. O. Box 421, Woodville, TX 75979	Amarado Oil Company, Ltd.	12/09/02	Oil and Gas Lease in	916	42	Tyler County, TX
Connie Jane Schandorff Wigley	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	983	845	Tyler County, TX
Connie Jane Schandorff Wigley	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	983	845	Tyler County, TX
Connie Jane Schandorff Wigley	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	844	833	Tyler County, TX
Craig D. Moore	Amarado Oil Company, Ltd.	03/10/05	Oil and Gas Lease in	811	428	Tyler County, TX
Craig D. Moore	Amarado Oil Company, Ltd.	03/10/05	Oil and Gas Lease in	811	428	Tyler County, TX
Cynthia Johnson Campbell	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	967	796	Tyler County, TX
Cynthia Lumpkin Gontarek	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	857	225	Tyler County, TX
D. Gregory, duly apptd receiver for C. E. Goolsbee & Ella Pedigo Goolsbee & their known & unknown heirs	Amarado Oil Company, Ltd.	02/21/08	Oil and Gas Lease in	913	396	Tyler County, TX
Daisy Merel Gainer Pyatt	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1007	318	Tyler County, TX
Daphne Goolsbee	Andarko E&P Company, LP	02/10/10	Oil and Gas Lease in	997	562	Tyler County, TX
Daryl Ward, et ux, Faye Ward	Amarado Oil Company, Ltd.	01/23/07	Oil and Gas Lease in	870	196	Tyler County, TX
David Foux	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	968	478	Tyler County, TX
David Martin Mabbitt	Andarko E&P Company, LP	11/03/09	Oil and Gas Lease in	975	959	Tyler County, TX
David McCool	Andarko E&P Company, LP	01/17/10	Oil and Gas Lease in	985	780	Tyler County, TX
David P. Hollenshead	Andarko E&P Company, LP	07/15/08	Memorandum of Oil & Gas Lease in	929	674	Tyler County, TX
David S. Dawson, Jr.	Andarko E&P Company, LP	10/01/10	Memorandum of Oil & Gas Lease in	1008	639	Tyler County, TX
David Soulsby	Etoco	03/03/05	Oil and Gas Lease in	803	686	Tyler County, TX

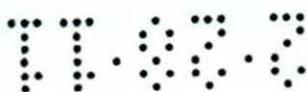


EXHIBIT "A"

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December 31, 2010, by and between Anadarko E4 Company LP, as Operator
and Amarado Oil Company, Ltd. Et al, as Non-Operators

VOL. 1011 PAGE 774

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
David Soulsby	Eloco	03/03/05	Oil and Gas Lease in	803	686	Tyler County, TX
Debbie L Denby	Andarko E&P Company, LP	11/17/09	Oil and Gas Lease in	991	42	Tyler County, TX
Dell Buoy	Andarko E&P Company, LP	01/28/10	Oil and Gas Lease in	985	789	Tyler County, TX
Denise Hall May	Andarko E&P Company, LP	02/26/10	Oil and Gas Lease in	990	401	Tyler County, TX
Denise L. Wigley, AKA Denise L. Western	Amarado Oil Company, Ltd.	04/20/07	Oil and Gas Lease in	880	331	Tyler County, TX
Dennis Hall	Andarko E&P Company, LP	02/26/10	Oil and Gas Lease in	992	976	Tyler County, TX
Denny Eaves	Amarado Oil Company, Ltd.	04/12/07	Oil and Gas Lease in	880	335	Tyler County, TX
Dian Hignett Dwyer	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	845	760	Tyler County, TX
Diane Moy	Andarko E&P Company, LP	12/11/09	Oil and Gas Lease in	980	60	Tyler County, TX
Diann Wingate Recla	Andarko E&P Company, LP	02/05/10	Oil and Gas Lease in	983	279	Tyler County, TX
Donald Jay Allums, Jr.	Andarko E&P Company, LP	01/26/10	Memorandum of Oil & Gas Lease in	982	623	Tyler County, TX
Donece Gregory, as Court appointed Receiver in Cause No. 21,853 for Melanie Haberman	Andarko E&P Company, LP	08/16/10	Oil and Gas Lease in	1004	241	Tyler County, TX
Donece Gregory, as Receiver for Maida Lou Coleman, Robert Scott Hebert, Dana Hebert Dupin, and Diane Denise Hebert Williams	Andarko E&P Company, LP	10/21/10	Oil and Gas Lease in	1005	506	Tyler County, TX
Donece Gregory, Tyler County Clerk as receiver for Margaret Hightower Alexander & her unknown and unlocatable heirs & successors	Andarko E&P Company, LP	01/19/10	Oil and Gas Lease in	985	785	Tyler County, TX
Donna Hignett Maschmeirer	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	845	772	Tyler County, TX
Donna Kay Hignett Maschmeirer	Andarko E&P Company, LP	02/16/10	Oil and Gas Lease in	983	388	Tyler County, TX
Donna Melody White Meyer	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1008	269	Tyler County, TX
Donna S. Harrison	Andarko E&P Company, LP	02/06/10	Oil and Gas Lease in	984	527	Tyler County, TX
Donna S. Harrison	Andarko E&P Company, LP	10/12/09	Oil and Gas Lease in	856	381	Tyler County, TX
Dora and Harold Pritchard	Andarko E&P Company, LP	01/29/10	Oil and Gas Lease in	982	650	Tyler County, TX
Doris James Douglas	Andarko E&P Company, LP	09/25/08	Oil and Gas Lease in	951	556	Tyler County, TX
Dorothy Jean Huff Beasley	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	982	435	Tyler County, TX
Dorothy May Purkerson	Andarko E&P Company, LP	08/17/09	Oil and Gas Lease in	993	267	Tyler County, TX
Dorothy Oswald King	Andarko E&P Company, LP	11/06/09	Oil and Gas Lease in	988	33	Tyler County, TX
Dorothy Pedigo Mills	Andarko E&P Company, LP	07/24/09	Oil and Gas Lease in	965	803	Tyler County, TX
Doug MacKeil	Andarko E&P Company, LP	01/18/10	Oil and Gas Lease in	983	842	Tyler County, TX
Dr. L. Gayle Burton	Amarado Oil Company, Ltd.	08/18/06	Oil and Gas Lease in	862	201	Tyler County, TX
Dr. L. Gayle Burton	Amarado Oil Company, Ltd.	08/18/06	Oil and Gas Lease in	862	201	Tyler County, TX
Dr. Michael Maurice Stryker	Amarado Oil Company, Ltd.	06/21/06	Memorandum of Oil & Gas Lease in	847	514	Tyler County, TX
Dwain M. and Lillian H. Estes	Amarado Oil Company, Ltd.	06/12/07	Oil and Gas Lease in	891	500	Tyler County, TX
Dwayne Christopher Ray	Andarko E&P Company, LP	01/19/10	Oil and Gas Lease in	1000	781	Tyler County, TX



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VOL. 1011 PAGE 775

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Edna A. Saunders	Andarko E&P Company, LP	12/08/09	Oil and Gas Lease in	983	285	Tyler County, TX
Edyth Norene Gainer Worick	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1007	778	Tyler County, TX
Eileen Richardson	Andarko E&P Company, LP	09/25/08	Oil and Gas Lease in	952	305	Tyler County, TX
Elaine Wingate	Andarko E&P Company, LP	02/16/10	Oil and Gas Lease in	983	848	Tyler County, TX
Elaine Wingate	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	845	756	Tyler County, TX
Eleanor McCombs Holderman and C. Grady Holderman	Andarko E&P Company, LP	09/24/09	Oil and Gas Lease in	972	609	Tyler County, TX
Eleanor McCombs Holderman, et vir, Grady	Andarko E&P Company, LP	06/24/10	Oil and Gas Lease in	994	802	Tyler County, TX
Elizabeth K. Wachtel	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	909	698	Tyler County, TX
Elizabeth Mullins	Andarko E&P Company, LP	07/15/10	Oil and Gas Lease in	996	171	Tyler County, TX
Elizabeth Stafford Jones	Andarko E&P Company, LP	11/12/09	Memorandum of Oil & Gas Lease in	975	952	Tyler County, TX
Elizabeth Wheat Seale	Andarko E&P Company, LP	04/27/09	Memorandum of Oil & Gas Lease in	956	773	Tyler County, TX
Elizabeth Wheat Seale	Andarko E&P Company, LP	03/13/09	Oil and Gas Lease in	952	830	Tyler County, TX
Elliot R. Sumners	Amarado Oil Company, Ltd.	01/18/08	Oil and Gas Lease in	911	734	Tyler County, TX
Elmer Joe Pedigo	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	967	202	Tyler County, TX
Elmo Mitchel Gainer, Jr.	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1004	246	Tyler County, TX
Eloise S. Limbocker	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	909	89	Tyler County, TX
Emily Hawthorn Burns	Andarko E&P Company, LP	06/24/10	Memorandum of Oil & Gas Lease in	997	561	Tyler County, TX
Energy Texas Inc. (Entergy Gulf States Louisiana, LLC)	Andarko E&P Company, LP	06/24/10	Memorandum of Oil & Gas Lease in	1002	6	Tyler County, TX
Enest & Jane Tester	Amarado Oil Company, Ltd.	09/19/07	Oil and Gas Lease in	899	51	Tyler County, TX
Eugenia Seale Myers	Andarko E&P Company, LP	10/01/04	Memorandum of Oil & Gas Lease in	793	64	Tyler County, TX
Evelyn Francis Hignett Curry	Andarko E&P Company, LP	02/10/10	Oil and Gas Lease in	985	795	Tyler County, TX
Evelyn Francis Hignett Curry	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	845	752	Tyler County, TX
Evelyn P. Schima	Andarko E&P Company, LP	02/09/09	Oil and Gas Lease in	953	798	Tyler County, TX
Flora Mae Scott, Widow	Andarko E&P Company, LP	11/19/09	Oil and Gas Lease in	977	507	Tyler County, TX
Floyd Stewart, Jr.	Andarko E&P Company, LP	11/18/09	Oil and Gas Lease in	987	764	Tyler County, TX
Frances M. Vincent	Andarko E&P Company, LP	12/21/09	Oil and Gas Lease in	979	378	Tyler County, TX
Frances M. Vincent	Andarko E&P Company, LP	01/12/10	Oil and Gas Lease in	982	403	Tyler County, TX
Frances M. Vincent	Andarko E&P Company, LP	01/12/10	Oil and Gas Lease in	982	400	Tyler County, TX
Francis James Hignett	Andarko E&P Company, LP	02/09/10	Oil and Gas Lease in	983	492	Tyler County, TX
Francis James Hignett	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	848	917	Tyler County, TX
Francis Moore Holley	Amarado Oil Company, Ltd.	03/10/05	Oil and Gas Lease in	805	308	Tyler County, TX



LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Francis Moore Holley	Amarado Oil Company, Ltd.	03/10/05	Oil and Gas Lease in	805	308	Tyler County, TX
Frank B. James, Jr.	Andarko E&P Company, LP	09/25/08	Oil and Gas Lease in	952	307	Tyler County, TX
Frank E. Tuxworth, III	Andarko E&P Company, LP	07/22/09	Oil and Gas Lease in	965	768	Tyler County, TX
Frank R. Lindsey, Jr.	Andarko E&P Company, LP	03/12/09	Oil and Gas Lease in	952	290	Tyler County, TX
Frankie Lee Hignett Ray	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	845	768	Tyler County, TX
Gail Hanshaw Parker	Etoco	02/25/05	Memorandum of Oil & Gas Lease in	800	302	Tyler County, TX
Ganata Christian	Andarko E&P Company, LP	05/18/10	Memorandum of Oil & Gas Lease in	991	488	Tyler County, TX
Gardner Oil, Inc., by Charles Branch, President	Andarko E&P Company, LP	06/30/10	Memorandum of Oil & Gas Lease in	995	474	Tyler County, TX
Gavin Smith	Andarko E&P Company, LP	08/24/10	Oil and Gas Lease in	1000	258	Tyler County, TX
Gayla Roberts	Andarko E&P Company, LP	01/28/10	Oil and Gas Lease in	984	72	Tyler County, TX
Gayla Roberts	Andarko E&P Company, LP	05/30/07	Oil and Gas Lease in	885	388	Tyler County, TX
Gaylon Knight and Chip English	Andarko E&P Company, LP	06/29/10	Oil and Gas Lease in	995	124	Tyler County, TX
George H. Craig	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	979	372	Tyler County, TX
George T. Tubb	Amarado Oil Company, Ltd.	01/16/03	Oil and Gas Lease in	892	37	Tyler County, TX
George T. Tubb	Andarko E&P Company, LP	06/22/10	Oil and Gas Lease in	995	154	Tyler County, TX
George W. Mabbitt	Andarko E&P Company, LP	11/16/09	Oil and Gas Lease in	977	4	Tyler County, TX
Georgia Claire Graham Jones	Andarko E&P Company, LP	01/27/10	Oil and Gas Lease in	986	945	Tyler County, TX
Georgia Claire Jones	Andarko E&P Company, LP	09/20/07	Oil and Gas Lease in	899	207	Tyler County, TX
Georgia Lee Gaudet	Amarado Oil Company, Ltd.	07/29/09	Oil and Gas Lease in	970	812	Tyler County, TX
Gerald E. Tucker	Andarko E&P Company, LP	02/02/10	Memorandum of Oil & Gas Lease in	989	574	Tyler County, TX
Gerald E. Tucker	Andarko E&P Company, LP	06/01/10	Oil and Gas Lease in	992	652	Tyler County, TX
Gloria Ann Richardson	Andarko E&P Company, LP	09/25/08	Oil and Gas Lease in	951	554	Tyler County, TX
Gloyd A. Simmons	Andarko E&P Company, LP	11/06/09	Oil and Gas Lease in	983	291	Tyler County, TX
GMT Investments, Richard Gil Tubb, Mg Ptr.	Andarko E&P Company, LP	10/01/10	Memorandum of Oil & Gas Lease in	1007	634	Tyler County, TX
Gordon Michael McKay	Andarko E&P Company, LP	09/28/10	Memorandum of Oil & Gas Lease in	1004	94	Tyler County, TX
Grace Best and George Boyd	Andarko E&P Company, LP	01/28/09	Oil and Gas Lease in	954	481	Tyler County, TX
Gracie Jean Chandler	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	966	639	Tyler County, TX
Gracie M. Holland	Andarko E&P Company, LP	09/18/10	Oil and Gas Lease in	1003	463	Tyler County, TX
Grady E. Hatton, Jr.	Andarko E&P Company, LP	07/15/09	Oil and Gas Lease in	969	628	Tyler County, TX
Gradylene Pate	Andarko E&P Company, LP	02/21/10	Memorandum of Oil & Gas Lease in	735	17	Tyler County, TX
Gradylene Pate	Andarko E&P Company, LP	02/21/10	Memorandum of Oil & Gas Lease in	990	218	Tyler County, TX



EXHIBIT "A"

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December 31, 2010, by and between Anadarko E7 Company LP, as Operator
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VOL. 1011 PAGE 777

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Gregory & Janet Adams	Andarko E&P Company, LP	03/01/08	Oil and Gas Lease in	937	942	Tyler County, TX
Gretchen Stryker	Amarado Oil Company, Ltd.	06/21/06	Memorandum of Oil & Gas Lease in	847	524	Tyler County, TX
Grimes Family Trust, Jay P. and Laura S. , Jay P. Grimes and Laura S. Grimes, Trustees	Andarko E&P Company, LP	07/27/09	Oil and Gas Lease in	967	223	Tyler County, TX
Gustavo Adolfo Arreola and Martha Arreola	Andarko E&P Company, LP	06/25/10	Oil and Gas Lease in	994	984	Tyler County, TX
Gwendolyn C. Turner	Andarko E&P Company, LP	11/04/09	Oil and Gas Lease in	982	774	Tyler County, TX
Harry L. Graham	Andarko E&P Company, LP	07/08/10	Memorandum of Oil & Gas Lease in	996	162	Tyler County, TX
Hebert G. Branch, et ux, Kathryn	Andarko E&P Company, LP	07/28/10	Oil and Gas Lease in	997	304	Tyler County, TX
Heirs of H.N. Adams, Andrea M. Billingsley	Amarado Oil Company, Ltd.	01/16/07	Oil and Gas Lease in	872	772	Tyler County, TX
Helen B. Grammer	Amarado Oil Company, Ltd.	07/24/07	Oil and Gas Lease in	891	512	Tyler County, TX
Helen B. Grammer	Andarko E&P Company, LP	05/20/10	Oil and Gas Lease in	991	745	Tyler County, TX
Henry Allen Pedigo	Andarko E&P Company, LP	07/27/09	Oil and Gas Lease in	965	744	Tyler County, TX
Herman Murel Sarver	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1004	721	Tyler County, TX
Howard W. Stiles, Jr.	Andarko E&P Company, LP	07/22/09	Oil and Gas Lease in	966	711	Tyler County, TX
Howell W. Grimes, Jr.	Andarko E&P Company, LP	07/27/09	Oil and Gas Lease in	966	651	Tyler County, TX
Hubert Franklin Hawthorne, Jr.	Andarko E&P Company, LP	04/15/05	Memorandum of Oil & Gas Lease in	812	554	Tyler County, TX
Ida Nell Tunnell Phillips	Andarko E&P Company, LP	08/17/09	Oil and Gas Lease in	973	181	Tyler County, TX
Inez Raiford	Andarko E&P Company, LP	03/24/10	Memorandum of Oil & Gas Lease in	987	770	Tyler County, TX
Inglehart Family Partnership, by Donald R. Iglehart	Andarko E&P Company, LP	01/16/09	Memorandum of Oil & Gas Lease in	947	332	Tyler County, TX
J. B. Roberts, III, Ind & as Trustee for Kay Roberts Bless	Amarado Oil Company, Ltd.	05/01/05	Oil and Gas Lease in	813	103	Tyler County, TX
J. C. Clark, Jr.	Andarko E&P Company, LP	07/24/09	Oil and Gas Lease in	965	827	Tyler County, TX
Jack B. Osborne, Jr.	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	909	662	Tyler County, TX
Jack G. Howe	Andarko E&P Company, LP	12/06/09	Oil and Gas Lease in	978	146	Tyler County, TX
Jack Homer Clark	Andarko E&P Company, LP	07/24/09	Oil and Gas Lease in	967	190	Tyler County, TX
Jack L. James	Andarko E&P Company, LP	01/26/10	Memorandum of Oil & Gas Lease in	982	959	Tyler County, TX
Jack L. Pedigo	Andarko E&P Company, LP	08/17/09	Oil and Gas Lease in	969	664	Tyler County, TX
Jackson B. Jr. Osborne	Andarko E&P Company, LP	11/01/02	Oil and Gas Lease in	736	408	Tyler County, TX
James Anderson Allums Family Trust, Dr. James Anderson Allums, Trustee	Andarko E&P Company, LP	01/26/10	Memorandum of Oil & Gas Lease in	982	622	Tyler County, TX
James Bateman	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1007	768	Tyler County, TX
James Burr Hall	Andarko E&P Company, LP	02/26/10	Oil and Gas Lease in	986	860	Tyler County, TX
James Carroll	Andarko E&P Company, LP	05/30/07	Oil and Gas Lease in	885	388	Tyler County, TX
James Carroll	Andarko E&P Company, LP	01/28/10	Oil and Gas Lease in	984	385	Tyler County, TX

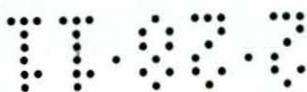


EXHIBIT "A"

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December 31, 2010, by and between Andarko E&P Company LP, as Operator
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VOL. 1011 PAGE 778

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
James Carroll	Andarko E&P Company, LP	01/28/10	Oil and Gas Lease in	984	400	Tyler County, TX
James H. Addcox, III	Andarko E&P Company, LP	02/11/09	Oil and Gas Lease in	984	993	Tyler County, TX
James Harvey Addcox, III	Andarko E&P Company, LP	12/11/09	Oil and Gas Lease in	984	993	Tyler County, TX
James L. Mayo	Andarko E&P Company, LP	02/03/10	Oil and Gas Lease in	983	270	Tyler County, TX
James L. Mayo	Andarko E&P Company, LP	10/16/09	Oil and Gas Lease in	974	105	Tyler County, TX
James L. Mayo, c/o Gayla Roberts	Andarko E&P Company, LP	05/23/07	Oil and Gas Lease in	885	34	Tyler County, TX
James Lawrence Pate	Andarko E&P Company, LP	04/21/10	Memorandum of Oil & Gas Lease in	735	17	Tyler County, TX
James Lawrence Pate	Andarko E&P Company, LP	04/01/10	Memorandum of Oil & Gas Lease in	989	859	Tyler County, TX
James Lee Stryker	Amarado Oil Company, Ltd.	06/21/06	Memorandum of Oil & Gas Lease in	847	519	Tyler County, TX
James Price Hicks	Andarko E&P Company, LP	07/22/09	Oil and Gas Lease in	968	339	Tyler County, TX
James W. Gainey and Lynette Gainey	Andarko E&P Company, LP	10/10/10	Oil and Gas Lease in	1001	658	Tyler County, TX
James William Sheffield	Andarko E&P Company, LP	03/02/10	Oil and Gas Lease in	985	810	Tyler County, TX
James William Sheffield	Andarko E&P Company, LP	05/23/07	Oil and Gas Lease in	884	650	Tyler County, TX
Jamie Lou Huff Levy	Andarko E&P Company, LP	02/26/10	Oil and Gas Lease in	984	272	Tyler County, TX
Jan A. Klatt	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	910	491	Tyler County, TX
Jane Chester Gulley, Attorney-in-Fact for Bobbye S. Chester, for Estate of	Andarko E&P Company, LP	09/30/10	Memorandum of Oil & Gas Lease in	1004	243	Tyler County, TX
Jane Chester Gulley, Attorney-in-Fact for Bobbye S. Chester, for Estate of	Andarko E&P Company, LP	09/30/10	Memorandum of Oil & Gas Lease in	1004	243	Tyler County, TX
Janell Fitzgerald Reeves	Andarko E&P Company, LP	07/30/09	Oil and Gas Lease in	971	190	Tyler County, TX
Janie M. Phillips Guinn	Andarko E&P Company, LP	09/16/09	Oil and Gas Lease in	971	91	Tyler County, TX
Jay F. Foster	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	850	24	Tyler County, TX
Jay F. Foster, 25703 Wildflower, Magnolia, TX 77355	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	983	839	Tyler County, TX
Jeffery N. Carruth	Andarko E&P Company, LP	10/28/09	Oil and Gas Lease in	976	976	Tyler County, TX
Jeffrey D. Tucker	Andarko E&P Company, LP	02/04/10	Oil and Gas Lease in	984	403	Tyler County, TX
Jeffrey Daniel Tucker	Andarko E&P Company, LP	12/01/09	Oil and Gas Lease in	976	910	Tyler County, TX
Jeffrey S. and Shawna Hensarling	Amarado Oil Company, Ltd.	08/16/07	Oil and Gas Lease in	893	941	Tyler County, TX
Jeffrey T. Pope	Andarko E&P Company, LP	05/08/09	Oil and Gas Lease in	960	721	Tyler County, TX
Jeffrey Wayne Turner	Amarado Oil Company, Ltd.	12/28/07	Oil and Gas Lease in	920	240	Tyler County, TX
Jennifer Barrier	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	910	720	Tyler County, TX
Jennifer Wheat Zeavin	Andarko E&P Company, LP	04/27/09	Memorandum of Oil & Gas Lease in	972	627	Tyler County, TX
Jennifer Wheat Zeavin	Andarko E&P Company, LP	03/04/09	Oil and Gas Lease in	972	626	Tyler County, TX
Jerry Earl Clark	Amarado Oil Company, Ltd.	11/23/07	Oil and Gas Lease in	906	816	Tyler County, TX

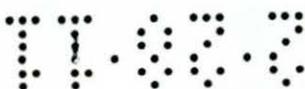


EXHIBIT "A"

Attached to and made a part of that certain Designation of Unit dated
December 31, 2010, by and between Anadarko E9 Company LP, as Operator
and Amarado Oil Company, Ltd. Et al, as Non-Operators

VOL. 1011 PAGE 779

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Jerry S. Sutton, et al	Andarko E&P Company, LP	02/12/08	Memorandum of Oil & Gas Lease in	917	632	Tyler County, TX
Jerry S. Sutton, et al	Andarko E&P Company, LP	04/11/08	Memorandum of Oil & Gas Lease in	921	277	Tyler County, TX
Jerry Sutton, Kenneth W. Sutton, Barbara S. Patton, and Dorothy S. Ashley	Andarko E&P Company, LP	05/20/10	Memorandum of Oil & Gas Lease in	994	329	Tyler County, TX
Jerry Wayne Fitzgerald	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	966	986	Tyler County, TX
Jessie Lois Lumpkin Allen	Andarko E&P Company, LP	08/31/09	Oil and Gas Lease in	969	604	Tyler County, TX
Jimmie Marie Cole Goolsbee	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	979	434	Tyler County, TX
Jimmy Hughes Cruse, et ux, Katheryn Sue Cruse	Amarado Oil Company, Ltd.	10/25/04	Memorandum of Oil & Gas Lease in	791	198	Tyler County, TX
Jo Ann Sarver Hignett 1205 Gentry Drive, Silsbee, TX 77656	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1007	316	Tyler County, TX
Joan Peterman Pallone	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1007	772	Tyler County, TX
Joann Young Mercer	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	977	907	Tyler County, TX
Joanne B. Jenson	Andarko E&P Company, LP	02/04/09	Oil and Gas Lease in	954	484	Tyler County, TX
Joe D. Sumners	Amarado Oil Company, Ltd.	01/18/08	Oil and Gas Lease in	912	94	Tyler County, TX
Joe Frank Hignett	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	983	266	Tyler County, TX
Joe Franklin Hignett	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	844	983	Tyler County, TX
Joel Barrier	Amarado Oil Company, Ltd.	05/12/08	Oil and Gas Lease in	925	426	Tyler County, TX
John Carlton Tucker	Andarko E&P Company, LP	01/27/10	Oil and Gas Lease in	983	294	Tyler County, TX
John Carlton Tucker	Andarko E&P Company, LP	05/25/07	Oil and Gas Lease in	887	329	Tyler County, TX
John Henry Roy	Andarko E&P Company, LP	09/20/04	Memorandum of Oil & Gas Lease in	808	388	Tyler County, TX
John J. Barrier	Andarko E&P Company, LP	07/27/09	Oil and Gas Lease in	965	842	Tyler County, TX
John Jefferson Tucker	Andarko E&P Company, LP	01/27/10	Oil and Gas Lease in	986	854	Tyler County, TX
John Jefferson Tucker	Andarko E&P Company, LP	11/13/09	Oil and Gas Lease in	976	438	Tyler County, TX
John L. Hicks	Andarko E&P Company, LP	07/24/09	Oil and Gas Lease in	973	169	Tyler County, TX
John O. Sutton, and Delores S. Anderson Jenkins	Andarko E&P Company, LP	05/20/10	Memorandum of Oil & Gas Lease in	994	331	Tyler County, TX
John O. Sutton, et al	Andarko E&P Company, LP	02/12/08	Memorandum of Oil & Gas Lease in	917	634	Tyler County, TX
John O. Sutton, et al	Andarko E&P Company, LP	04/11/08	Memorandum of Oil & Gas Lease in	921	279	Tyler County, TX
John T. James	Andarko E&P Company, LP	01/26/10	Memorandum of Oil & Gas Lease in	983	573	Tyler County, TX
Johnny W. Bostick	Andarko E&P Company, LP	05/08/09	Oil and Gas Lease in	957	696	Tyler County, TX
Joseph & Kristen Herring	Andarko E&P Company, LP	03/03/10	Oil and Gas Lease in	989	578	Tyler County, TX
Joseph C. Hawthorne	Andarko E&P Company, LP	06/24/10	Memorandum of Oil & Gas Lease in	995	914	Tyler County, TX
Josiah Wheat, Jr.	Andarko E&P Company, LP	04/22/09	Memorandum of Oil & Gas Lease in	956	340	Tyler County, TX
Josiah Wheat, Jr.	Andarko E&P Company, LP	04/22/09	Oil and Gas Lease in	956	340	Tyler County, TX

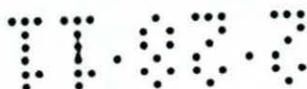
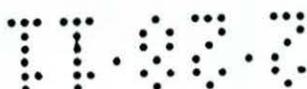


EXHIBIT "A"

Attached to and made a part of that certain Designation of Unit dated
December 31, 2010, by and between Anadarko E10 Company LP, as Operator
and Amarado Oil Company, Ltd. Et al, as Non-Operators

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LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Joyce B. Wilson	Amarado Oil Company, Ltd.	08/22/07	Oil and Gas Lease in	891	665	Tyler County, TX
Joyce B. Wilson	Amarado Oil Company, Ltd.	08/22/07	Oil and Gas Lease in	898	82	Tyler County, TX
Joyce Nunnery	Andarko E&P Company, LP	07/09/09	Oil and Gas Lease in	963	679	Tyler County, TX
Juanita Louise Huff	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	912	192	Tyler County, TX
Judy Trull	Andarko E&P Company, LP	10/08/10	Oil and Gas Lease in	1006	476	Tyler County, TX
Julia Ann Clark Hughes	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	965	732	Tyler County, TX
Julia Wheat Roberts	Andarko E&P Company, LP	12/09/09	Memorandum of Oil & Gas Lease in	980	84	Tyler County, TX
Julia Wheat Roberts	Andarko E&P Company, LP	12/09/09	Oil and Gas Lease in	980	84	Tyler County, TX
June G. Napier	Andarko E&P Company, LP	02/03/10	Oil and Gas Lease in	983	276	Tyler County, TX
June G. Napier	Andarko E&P Company, LP	05/24/07	Oil and Gas Lease in	884	431	Tyler County, TX
Kathleen B. Dugat	Andarko E&P Company, LP	12/28/09	Oil and Gas Lease in	980	922	Tyler County, TX
Kathleen Morrow	Andarko E&P Company, LP	10/01/10	Memorandum of Oil & Gas Lease in	1005	517	Tyler County, TX
Kathy Lee Wingate Lamb	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	846	101	Tyler County, TX
Kathy Wingate Lamb	Andarko E&P Company, LP	02/05/10	Oil and Gas Lease in	982	961	Tyler County, TX
Kevin & Lorrie Lott	Andarko E&P Company, LP	05/19/10	Oil and Gas Lease in	991	486	Tyler County, TX
Kim R. Bretting	Andarko E&P Company, LP	12/31/09	Oil and Gas Lease in	987	767	Tyler County, TX
Kim R. Bretting	Andarko E&P Company, LP	11/18/09	Oil and Gas Lease in	987	767	Tyler County, TX
Kristen Strahan	Andarko E&P Company, LP	02/17/10	Oil and Gas Lease in	987	441	Tyler County, TX
Kyle Alan Wingate	Andarko E&P Company, LP	05/13/10	Oil and Gas Lease in	993	410	Tyler County, TX
Kyle Alan Wingate	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	850	623	Tyler County, TX
Kyle L. Cole	Andarko E&P Company, LP	04/23/10	Oil and Gas Lease in	990	213	Tyler County, TX
Kyle Lester Mercer	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	910	756	Tyler County, TX
L. D. Griffin and Myra J. Griffin	Andarko E&P Company, LP	08/20/08	Oil and Gas Lease in	939	68	Tyler County, TX
Larry Lynn Lumpkin	Andarko E&P Company, LP	08/28/08	Oil and Gas Lease in	857	787	Tyler County, TX
Laura Ann Williford Allison	Andarko E&P Company, LP	04/07/10	Oil and Gas Lease in	991	363	Tyler County, TX
Laura Coffey Hand	Andarko E&P Company, LP	05/27/10	Oil and Gas Lease in	996	164	Tyler County, TX
Lauren Smith	Andarko E&P Company, LP	08/24/10	Oil and Gas Lease in	897	518	Tyler County, TX
Lawren J. Matthews	Andarko E&P Company, LP	02/17/10	Oil and Gas Lease in	995	477	Tyler County, TX
Legacy Minerals Ltd.	Amarado Oil Company, Ltd.	11/02/07	Memorandum of Oil & Gas Lease in	909	138	Tyler County, TX
Leland Howard Schandorff	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	984	397	Tyler County, TX
Leland Howard Schandorff	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	845	764	Tyler County, TX



LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Lester Audrey Williford	Andarko E&P Company, LP	05/11/10	Oil and Gas Lease in	991	630	Tyler County, TX
LH14 Investments, LLC, Lisa Cornell, Manager and Vice President	Andarko E&P Company, LP	03/31/10	Memorandum of Oil & Gas Lease in	988	74	Tyler County, TX
Linda Martin Osborne	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	968	351	Tyler County, TX
Linda Pate Holden	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	849	451	Tyler County, TX
Linda Pate Holden	Etoco	09/27/04	Oil and Gas Lease in	790	911	Tyler County, TX
Linda Turner Wayt	Amarado Oil Company, Ltd.	12/28/07	Oil and Gas Lease in	918	207	Tyler County, TX
Lisa Coffey Oliver	Andarko E&P Company, LP	05/27/10	Oil and Gas Lease in	998	577	Tyler County, TX
Lloyd C. Fortenberry, Todd K. Stafford, Elizabeth Stafford Jones, Mary Nell Rainey	Andarko E&P Company, LP	11/12/09	Memorandum of Oil & Gas Lease in	975	951	Tyler County, TX
Lonnie B. Grissom, Sr., et ux, Joyce Ann Grissom	Andarko E&P Company, LP	07/14/10	Oil and Gas Lease in	1001	28	Tyler County, TX
Lorene Hooks	Etoco	11/02/04	Memorandum of Oil & Gas Lease in	791	312	Tyler County, TX
Lorra Turner	Amarado Oil Company, Ltd.	12/28/07	Oil and Gas Lease in	917	181	Tyler County, TX
Lou Coffey Anthony	Andarko E&P Company, LP	05/27/10	Oil and Gas Lease in	995	753	Tyler County, TX
Louis E. Howe	Andarko E&P Company, LP	12/06/09	Oil and Gas Lease in	979	381	Tyler County, TX
Lula Frances Hawthorne Miles	Andarko E&P Company, LP	07/24/09	Oil and Gas Lease in	966	699	Tyler County, TX
Lula Pelias Cokinos	Andarko E&P Company, LP	07/22/09	Oil and Gas Lease in	965	854	Tyler County, TX
Lynn W. Talbot	Andarko E&P Company, LP	05/05/10	Oil and Gas Lease in	994	333	Tyler County, TX
Lynne Johnson Andel	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	979	410	Tyler County, TX
Madeline W. Collins	Amarado Oil Company, Ltd.	06/11/07	Oil and Gas Lease in	891	497	Tyler County, TX
Margaret James Botch	Andarko E&P Company, LP	09/25/08	Oil and Gas Lease in	951	552	Tyler County, TX
Margaret Katherine Kerr Gainer	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1007	817	Tyler County, TX
Margaret Pope	Andarko E&P Company, LP	05/08/09	Oil and Gas Lease in	960	715	Tyler County, TX
Margaret Pope	Andarko E&P Company, LP	10/20/10	Oil and Gas Lease in	1007	790	Tyler County, TX
Margie Carr Collier	Amarado Oil Company, Ltd.	05/15/07	Oil and Gas Lease in	882	277	Tyler County, TX
Margie Latine Pedigo Rodriguez	Andarko E&P Company, LP	07/22/09	Oil and Gas Lease in	966	962	Tyler County, TX
Margie Latine Pedigo Rodriguez	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1005	772	Tyler County, TX
Marjorie C. Hunter	Andarko E&P Company, LP	11/03/09	Oil and Gas Lease in	976	988	Tyler County, TX
Mark A. Parker	Etoco	11/04/04	Oil and Gas Lease in	791	306	Tyler County, TX
Mark R. Cole	Andarko E&P Company, LP	04/22/10	Oil and Gas Lease in	990	215	Tyler County, TX
Marsha Eliene Pedigo Moore	Andarko E&P Company, LP	07/23/09	Oil and Gas Lease in	965	815	Tyler County, TX
Martha S. Layton	Amarado Oil Company, Ltd.	09/25/10	Oil and Gas Lease in	1008	887	Tyler County, TX
Mary Ann McCombs Young	Andarko E&P Company, LP	06/24/10	Oil and Gas Lease in	994	996	Tyler County, TX

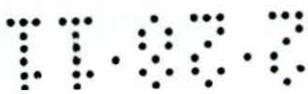


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VOL. 1011 PAGE 782

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Mary Ann McCombs Young	Andarko E&P Company, LP	09/23/09	Oil and Gas Lease in	971	183	Tyler County, TX
Mary Delle Pierce	Andarko E&P Company, LP	11/29/09	Oil and Gas Lease in	990	398	Tyler County, TX
Mary K. Anderson	Andarko E&P Company, LP	09/20/04	Memorandum of Oil & Gas Lease in	806	471	Tyler County, TX
Mary Louise & Bruce Toppin	Andarko E&P Company, LP	06/17/09	Oil and Gas Lease in	962	409	Tyler County, TX
Mary Nell Rainey	Andarko E&P Company, LP	12/01/09	Memorandum of Oil & Gas Lease in	977	137	Tyler County, TX
Mary Pedigo LeBeau	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	977	895	Tyler County, TX
Marylou Dawson Levy	Andarko E&P Company, LP	10/01/10	Memorandum of Oil & Gas Lease in	1005	771	Tyler County, TX
Matthew Scott Turner	Andarko E&P Company, LP	12/10/09	Oil and Gas Lease in	997	903	Tyler County, TX
Maurine Pedigo Rienstra	Andarko E&P Company, LP	07/30/09	Oil and Gas Lease in	970	821	Tyler County, TX
Mavis Edora Hignett Palmer	Andarko E&P Company, LP	03/02/10	Oil and Gas Lease in	984	391	Tyler County, TX
Mavis Edora Hignett Palmer	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	846	642	Tyler County, TX
Maxie G. Young and Joyce Young	Andarko E&P Company, LP	03/03/10	Oil and Gas Lease in	985	237	Tyler County, TX
Melinda Ann Stryker	Amarado Oil Company, Ltd.	06/21/06	Memorandum of Oil & Gas Lease in	847	529	Tyler County, TX
Merideth M. Fulton	Amarado Oil Company, Ltd.	03/10/05	Oil and Gas Lease in	818	380	Tyler County, TX
Merideth M. Fulton	Amarado Oil Company, Ltd.	03/11/10	Memorandum of Oil & Gas Lease in	986	790	Tyler County, TX
Merideth M. Fulton	Amarado Oil Company, Ltd.	03/11/10	Memorandum of Oil & Gas Lease in	986	790	Tyler County, TX
Michael A. Lovera	Andarko E&P Company, LP	02/01/10	Oil and Gas Lease in	992	287	Tyler County, TX
Michael Ben Lumpkin	Andarko E&P Company, LP	08/17/09	Oil and Gas Lease in	857	819	Tyler County, TX
Michael Carl Pfluger	Andarko E&P Company, LP	09/29/10	Memorandum of Oil & Gas Lease in	1004	79	Tyler County, TX
Michael D. Sumners	Andarko E&P Company, LP	01/18/08	Oil and Gas Lease in	919	942	Tyler County, TX
Michael E. Huff	Andarko E&P Company, LP	02/02/10	Oil and Gas Lease in	983	425	Tyler County, TX
Michael G. Murphy	Amarado Oil Company, Ltd.	01/17/07	Oil and Gas Lease in	884	109	Tyler County, TX
Michael Robbin Tucker	Andarko E&P Company, LP	01/27/10	Oil and Gas Lease in	988	772	Tyler County, TX
Michael Robbin Tucker	Andarko E&P Company, LP	05/25/07	Oil and Gas Lease in	887	332	Tyler County, TX
Michael W. Mercer,	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	913	353	Tyler County, TX
Michal Lee Wright	Andarko E&P Company, LP	01/27/10	Oil and Gas Lease in	985	813	Tyler County, TX
Michal Lee Wright	Andarko E&P Company, LP	05/29/07	Oil and Gas Lease in	884	436	Tyler County, TX
Mildred Dian Hignett Dwyer, 284 Lake View Lane, Livingston, TX 77351	Andarko E&P Company, LP	02/09/10	Oil and Gas Lease in	983	455	Tyler County, TX
Mollie E. Wagnon	Andarko E&P Company, LP	12/13/09	Oil and Gas Lease in	979	387	Tyler County, TX
Nancy B. and Wallace E. Gowan	Andarko E&P Company, LP	01/28/09	Oil and Gas Lease in	955	965	Tyler County, TX
Nancy E. Lanham	Andarko E&P Company, LP	02/02/10	Oil and Gas Lease in	992	469	Tyler County, TX



LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Nathan Miller Barrier	Andarko E&P Company, LP	07/25/09	Oil and Gas Lease in	967	178	Tyler County, TX
Nedra Moore Hooser	Amarado Oil Company, Ltd.	03/10/05	Oil and Gas Lease in	805	312	Tyler County, TX
Nedra Moore Hooser	Amarado Oil Company, Ltd.	03/11/10	Memorandum of Oil & Gas Lease in	986	796	Tyler County, TX
Nina Joyce Pedigo Field	Andarko E&P Company, LP	12/03/09	Oil and Gas Lease in	979	422	Tyler County, TX
Norma Jean Miller	Andarko E&P Company, LP	05/19/10	Oil and Gas Lease in	992	460	Tyler County, TX
Osborn P. Wiggins	Andarko E&P Company, LP	02/25/09	Oil and Gas Lease in	952	311	Tyler County, TX
Otho & Emily Sumner	Amarado Oil Company, Ltd.	10/02/07	Oil and Gas Lease in	899	48	Tyler County, TX
Pamela Mabbit Casper	Andarko E&P Company, LP	12/08/09	Oil and Gas Lease in	990	318	Tyler County, TX
Patricia Ann Bex	Andarko E&P Company, LP	12/09/09	Oil and Gas Lease in	982	759	Tyler County, TX
Patricia Tucker Henson	Andarko E&P Company, LP	01/27/10	Oil and Gas Lease in	986	290	Tyler County, TX
Patricia Tucker Henson	Andarko E&P Company, LP	05/24/07	Oil and Gas Lease in	884	414	Tyler County, TX
Patsy McKenzie Roach	Andarko E&P Company, LP	12/16/09	Oil and Gas Lease in	980	913	Tyler County, TX
Patsy McKenzie Roach	Andarko E&P Company, LP	12/16/09	Oil and Gas Lease in	980	916	Tyler County, TX
Paul C. Pope	Amarado Oil Company, Ltd.	11/20/10	Oil and Gas Lease in	1008	881	Tyler County, TX
Paul E. Tuxworth	Andarko E&P Company, LP	07/24/09	Oil and Gas Lease in	969	789	Tyler County, TX
Paul Pope	Andarko E&P Company, LP	05/08/09	Oil and Gas Lease in	957	782	Tyler County, TX
PEC Minerals LP	Andarko E&P Company, LP	01/16/09	Memorandum of Oil & Gas Lease in	951	558	Tyler County, TX
PEC Minerals LP	Andarko E&P Company, LP	01/14/10	Memorandum of Oil & Gas Lease in	986	140	Tyler County, TX
Peggy Grammer	Amarado Oil Company, Ltd.	10/01/07	Oil and Gas Lease in	899	787	Tyler County, TX
Peggy R. Atwood	Andarko E&P Company, LP	02/03/10	Oil and Gas Lease in	983	575	Tyler County, TX
Peggy Ruth Atwood	Andarko E&P Company, LP	05/24/07	Oil and Gas Lease in	896	782	Tyler County, TX
Penny Marie Graham	Andarko E&P Company, LP	08/20/08	Oil and Gas Lease in	939	62	Tyler County, TX
Philip Michael Martin	Andarko E&P Company, LP	12/03/09	Oil and Gas Lease in	857	879	Tyler County, TX
Rebecca Ann Terkildsen	Andarko E&P Company, LP	02/08/10	Oil and Gas Lease in	987	14	Tyler County, TX
Rebecca Goolsbee Simcoe	Andarko E&P Company, LP	10/09/07	Oil and Gas Lease in	890	819	Tyler County, TX
Rebecca S. White	Amarado Oil Company, Ltd.	01/18/08	Oil and Gas Lease in	912	876	Tyler County, TX
Richard A. Best	Andarko E&P Company, LP	08/08/08	Oil and Gas Lease in	939	56	Tyler County, TX
Richard C. Mayo	Andarko E&P Company, LP	02/03/10	Oil and Gas Lease in	983	159	Tyler County, TX
Richard C. Mayo	Andarko E&P Company, LP	05/23/07	Oil and Gas Lease in	884	979	Tyler County, TX
Richard C. Mayo	Amarado Oil Company, Ltd.	11/14/07	Oil and Gas Lease in	909	524	Tyler County, TX
Richard Jerome Gainer	Andarko E&P Company, LP	09/28/10	Oil and Gas Lease in	1007	770	Tyler County, TX



LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Richard Ray, Life Estate	Andarko E&P Company, LP	02/09/10	Oil and Gas Lease in	985	804	Tyler County, TX
Richard Ray, Life Estate	Andarko E&P Company, LP	03/08/10	Oil and Gas Lease in	991	502	Tyler County, TX
Richard W. Mabbitt	Andarko E&P Company, LP	11/03/09	Oil and Gas Lease in	976	42	Tyler County, TX
Robert Best	Andarko E&P Company, LP	08/08/08	Oil and Gas Lease in	939	56	Tyler County, TX
Robert D. Mabbitt	Amarado Oil Company, Ltd.	12/10/07	Oil and Gas Lease in	926	31	Tyler County, TX
Robert H. Mayo	Andarko E&P Company, LP	02/03/10	Oil and Gas Lease in	983	273	Tyler County, TX
Robert Harmon Mayo	Andarko E&P Company, LP	05/23/07	Oil and Gas Lease in	885	385	Tyler County, TX
Robert Jackson Pate, Jr.	Andarko E&P Company, LP	04/21/10	Memorandum of Oil & Gas Lease in	735	17	Tyler County, TX
Robert Jackson Pate, Jr.	Andarko E&P Company, LP	04/21/10	Memorandum of Oil & Gas Lease in	989	864	Tyler County, TX
Robert Jackson Pate, Jr.	Andarko E&P Company, LP	04/01/10	Oil and Gas Lease in	790	911	Tyler County, TX
Robert Mayo	Andarko E&P Company, LP	11/14/10	Oil and Gas Lease in	906	95	Tyler County, TX
Robert Preston Williford	Andarko E&P Company, LP	05/11/10	Oil and Gas Lease in	991	474	Tyler County, TX
Robert Railey, Jr.	Andarko E&P Company, LP	04/15/09	Oil and Gas Lease in	955	967	Tyler County, TX
Robert T. Roy, Jr.	Andarko E&P Company, LP	09/20/04	Memorandum of Oil & Gas Lease in	807	108	Tyler County, TX
Robert W. Sutton, et ux, Brenda Rae Sutton	Andarko E&P Company, LP	02/12/08	Memorandum of Oil & Gas Lease in	917	635	Tyler County, TX
Robert W. Sutton, et ux, Brenda Rae Sutton	Andarko E&P Company, LP	04/11/08	Memorandum of Oil & Gas Lease in	921	280	Tyler County, TX
Robert W. Sutton, et ux, Brenda Rae Sutton	Andarko E&P Company, LP	05/20/10	Memorandum of Oil & Gas Lease in	994	332	Tyler County, TX
Roberts, JB III, Ind & as Trustee for Kay Roberts Bless	Amarado Oil Company, Ltd.	05/01/05	Oil and Gas Lease in	813	103	Tyler County, TX
Ronald E. Lovera	Amarado Oil Company, Ltd.	02/03/10	Oil and Gas Lease in	875	941	Tyler County, TX
Ronald J. Pope	Amarado Oil Company, Ltd.	10/05/07	Oil and Gas Lease in	907	279	Tyler County, TX
Ronnie Richardson	Andarko E&P Company, LP	09/25/08	Oil and Gas Lease in	952	309	Tyler County, TX
Roscille Goolsbee Lay	Andarko E&P Company, LP	07/22/09	Oil and Gas Lease in	971	103	Tyler County, TX
Roscille R. Wright	Andarko E&P Company, LP	07/15/09	Oil and Gas Lease in	972	616	Tyler County, TX
Rosedale Ventures, LP, C/O Hibernia National Bank	Andarko E&P Company, LP	08/24/10	Memorandum of Oil & Gas Lease in	1000	258	Tyler County, TX
Sadie Joyce Williford Allison	Andarko E&P Company, LP	04/07/10	Oil and Gas Lease in	991	375	Tyler County, TX
Sam Alderete Jr.	Andarko E&P Company, LP	06/21/10	Oil and Gas Lease in	997	298	Tyler County, TX
Sam and Cynthia Alderete, Jr.	Andarko E&P Company, LP	06/21/10	Oil and Gas Lease in	997	301	Tyler County, TX
Sam H. Martin, Jacob William Martin, Sue Martin West	Amarado Oil Company, Ltd.	01/21/08	Oil and Gas Lease in	915	45	Tyler County, TX
Sandra Jett	Etoco	08/20/07	Oil and Gas Lease in	897	515	Tyler County, TX
Seldon Chelan Ray	Andarko E&P Company, LP	02/16/10	Oil and Gas Lease in	985	792	Tyler County, TX
Sherwin Lininger	Anadarko E&P Company, LP	12/02/10	Memorandum of Oil & Gas Lease in	1009	103	Tyler County, TX



EXHIBIT "A"

Attached to and made a part of that certain Designation of Unit dated
December 31, 2010, by and between Andarko E15 Company LP, as Operator
and Amarado Oil Company, Ltd. Et al, as Non-Operators

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LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Shirley Beatrice Stiles Elkins	Andarko E&P Company, LP	07/22/09	Oil and Gas Lease in	967	808	Tyler County, TX
Shirley Hignett Hollis Woods	Andarko E&P Company, LP	02/17/10	Oil and Gas Lease in	984	524	Tyler County, TX
Shirley Hignett Hollis Woods	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	844	979	Tyler County, TX
Shirley T. Charpiot	Andarko E&P Company, LP	01/28/10	Oil and Gas Lease in	982	738	Tyler County, TX
Shirley T. Charpiot	Andarko E&P Company, LP	05/25/07	Oil and Gas Lease in	883	328	Tyler County, TX
Shirley W. Jordan	Andarko E&P Company, LP	02/13/09	Oil and Gas Lease in	949	239	Tyler County, TX
Sidney V. Sullivan	Andarko E&P Company, LP	01/05/10	Oil and Gas Lease in	980	51	Tyler County, TX
Sidney V. Sullivan	Andarko E&P Company, LP	01/05/10	Oil and Gas Lease in	980	54	Tyler County, TX
Staci Tunnell	Andarko E&P Company, LP	07/27/09	Oil and Gas Lease in	966	723	Tyler County, TX
State of Texas 110643 ✓	Andarko E&P Company, LP	03/23/10	Memorandum of Oil & Gas Lease in	988	39	Tyler County, TX
Stephanie Granger	Andarko E&P Company, LP	07/27/09	Oil and Gas Lease in	968	327	Tyler County, TX
Stephanie Yearwood	Andarko E&P Company, LP	09/28/10	Memorandum of Oil & Gas Lease in	1004	92	Tyler County, TX
Stephen Jones	Andarko E&P Company, LP	09/27/10	Oil and Gas Lease in	899	739	Tyler County, TX
Steve Lewis Byerly	Andarko E&P Company, LP	12/28/09	Oil and Gas Lease in	980	42	Tyler County, TX
Steve Lewis Byerly	Andarko E&P Company, LP	12/28/09	Oil and Gas Lease in	980	45	Tyler County, TX
Stroup, R D INC.	Andarko E&P Company, LP	06/26/10	Oil and Gas Lease in	995	149	Tyler County, TX
Stryker Oil, Gas and Timber Company, LLC.	Andarko E&P Company, LP	07/01/10	Memorandum of Oil & Gas Lease in	998	478	Tyler County, TX
Sue Turner	Amarado Oil Company, Ltd.	12/28/07	Oil and Gas Lease in	917	217	Tyler County, TX
Susan Kaye Goolsbee Burford	Amarado Oil Company, Ltd.	02/03/10	Oil and Gas Lease in	982	744	Tyler County, TX
Susan R. Hoff	Amarado Oil Company, Ltd.	05/01/05	Oil and Gas Lease in	813	100	Tyler County, TX
Susan R. Hoff	Amarado Oil Company, Ltd.	05/01/05	Oil and Gas Lease in	813	100	Tyler County, TX
Susan Soulsby	Etoco	03/03/05	Oil and Gas Lease in	803	676	Tyler County, TX
Susanne Sullivan	Andarko E&P Company, LP	02/16/10	Oil and Gas Lease in	984	265	Tyler County, TX
Susanne Sullivan	Andarko E&P Company, LP	02/16/10	Oil and Gas Lease in	984	261	Tyler County, TX
Sutton & Company L. P., Richard W. Sutton & Marianne S. Sawyer, Co-Managers	Andarko E&P Company, LP	05/20/10	Memorandum of Oil & Gas Lease in	994	330	Tyler County, TX
Sutton & Company L. P., Richard W. Sutton & Marianne S. Sawyer, Co-Managers	Andarko E&P Company, LP	02/12/08	Memorandum of Oil & Gas Lease in	917	633	Tyler County, TX
Sutton & Company, L.P. , by Richard W. Sutton, Co-Manager	Andarko E&P Company, LP	11/12/06	Memorandum of Oil & Gas Lease in	975	228	Tyler County, TX
Suzane Howe	Andarko E&P Company, LP	12/01/09	Oil and Gas Lease in	980	48	Tyler County, TX
Suzanne W. Gillies	Andarko E&P Company, LP	01/27/10	Oil and Gas Lease in	982	624	Tyler County, TX
Suzanne W. Gillies	Andarko E&P Company, LP	05/29/07	Oil and Gas Lease in	884	636	Tyler County, TX
Terra Marie Ray	Andarko E&P Company, LP	06/15/10	Oil and Gas Lease in	994	137	Tyler County, TX



LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Terry K. Roberts	Amarado Oil Company, Ltd.	05/01/05	Oil and Gas Lease in	813	106	Tyler County, TX
Terry K. Roberts	Amarado Oil Company, Ltd.	05/01/05	Oil and Gas Lease in	813	106	Tyler County, TX
The Apostolic Tabernacle United Pentecostal Church	Andarko E&P Company, LP	03/03/10	Memorandum of Oil & Gas Lease in	988	504	Tyler County, TX
The Protestant Episcopal Church Council of the Diocese of Texas	Andarko E&P Company, LP	01/28/10	Oil and Gas Lease in	991	747	Tyler County, TX
Thomas E. Swearingen	Andarko E&P Company, LP	01/29/10	Oil and Gas Lease in	982	653	Tyler County, TX
Thomas E. Tucker	Andarko E&P Company, LP	02/05/10	Oil and Gas Lease in	987	501	Tyler County, TX
Thomas Elliott Tucker	Andarko E&P Company, LP	11/16/09	Oil and Gas Lease in	977	500	Tyler County, TX
Thomas L. Martin	Amarado Oil Company, Ltd.	07/29/09	Oil and Gas Lease in	966	687	Tyler County, TX
Thomas Ryan Sheffied	Andarko E&P Company, LP	04/13/10	Oil and Gas Lease in	992	703	Tyler County, TX
Thomas Ryan Sheffied	Andarko E&P Company, LP	11/16/09	Oil and Gas Lease in	904	993	Tyler County, TX
Timothy Alan Barrier	Andarko E&P Company, LP	07/27/09	Oil and Gas Lease in	969	616	Tyler County, TX
Timothy Landrum Stryker	Amarado Oil Company, Ltd.	06/21/06	Memorandum of Oil & Gas Lease in	847	504	Tyler County, TX
Timothy Morrow	Amarado Oil Company, Ltd.	08/29/05	Oil and Gas Lease in	818	101	Tyler County, TX
Timothy Morrow	Amarado Oil Company, Ltd.	09/30/09	Memorandum of Oil & Gas Lease in	979	154	Tyler County, TX
Timothy Morrow	Amarado Oil Company, Ltd.	09/30/09	Memorandum of Oil & Gas Lease in	979	154	Tyler County, TX
TMT Mineral Trust	Amarado Oil Company, Ltd.	01/13/03	Oil and Gas Lease in	897	789	Tyler County, TX
TMT Mineral Trust, Richard G. Tubb	Andarko E&P Company, LP	06/27/10	Oil and Gas Lease in	1002	170	Tyler County, TX
Todd K. Stafford	Andarko E&P Company, LP	11/12/09	Memorandum of Oil & Gas Lease in	975	950	Tyler County, TX
Tom Leon Cruse McKay	Andarko E&P Company, LP	09/29/10	Oil and Gas Lease in	1008	266	Tyler County, TX
Tommy Lumpkin	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	966	663	Tyler County, TX
Toni Sue Taylor	Andarko E&P Company, LP	11/20/09	Oil and Gas Lease in	994	794	Tyler County, TX
Tracy L. Huff	Andarko E&P Company, LP	12/03/09	Oil and Gas Lease in	988	545	Tyler County, TX
Troy Steven Parker	Andarko E&P Company, LP	12/10/09	Oil and Gas Lease in	977	961	Tyler County, TX
Tyler County Heritiage Society, Oferia A. Gazzaway, Director	Andarko E&P Company, LP	03/25/10	Oil and Gas Lease in	986	849	Tyler County, TX
Valerie Hunsaker	Andarko E&P Company, LP	11/10/09	Oil and Gas Lease in	976	979	Tyler County, TX
Verna Jack Pedigo	Andarko E&P Company, LP	07/22/09	Oil and Gas Lease in	965	791	Tyler County, TX
Vickie Vermillion	Andarko E&P Company, LP	11/10/09	Oil and Gas Lease in	986	287	Tyler County, TX
Vicky J. Wren	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	910	344	Tyler County, TX
Vincent Thomas and Rebecca Thomas	Andarko E&P Company, LP	09/17/10	Oil and Gas Lease in	1002	129	Tyler County, TX
Virginia N. Seidenglanz	Andarko E&P Company, LP	02/03/10	Oil and Gas Lease in	984	400	Tyler County, TX
Virginia Pauline Pedigo Turner	Andarko E&P Company, LP	12/03/09	Oil and Gas Lease in	977	919	Tyler County, TX



EXHIBIT "A"

Attached to and made a part of that certain Designation of Unit dated
December 31, 2010, by and between Anadarko E17 Company LP, as Operator
and Amarado Oil Company, Ltd. Et al, as Non-Operators

VOL. 1011 PAGE 787

LESSOR	LESSEE	LEASE DATE	MEMORANDUM OR OGM	VOL	PAGE	COUNTY
Virginia S. Baker	Amarado Oil Company, Ltd.	12/20/06	Oil and Gas Lease in	880	327	Tyler County, TX
Virginia S. Baker	Amarado Oil Company, Ltd.	12/20/06	Oil and Gas Lease in	880	327	Tyler County, TX
Vivian L. Page	Andarko E&P Company, LP	06/08/09	Oil and Gas Lease in	961	909	Tyler County, TX
Wayne Williams	Andarko E&P Company, LP	09/28/10	Memorandum of Oil & Gas Lease in	1004	96	Tyler County, TX
Wesley L. Huff	Andarko E&P Company, LP	12/03/09	Oil and Gas Lease in	977	542	Tyler County, TX
Wheat Mineral Trust	Amarado Oil Company, Ltd.	06/21/07	Memorandum of Oil & Gas Lease in	892	32	Tyler County, TX
Wheat Mineral Trust, H. S. Stafford, Trustee	Andarko E&P Company, LP	09/03/10	Oil and Gas Lease in	1000	495	Tyler County, TX
William & Marilyn Goolsbee, Ind. & as Trustees of the William A. Goolsbee Trust	Andarko E&P Company, LP	07/15/09	Oil and Gas Lease in	976	294	Tyler County, TX
William & Sandra Wilson	Amarado Oil Company, Ltd.	07/12/07	Oil and Gas Lease in	892	557	Tyler County, TX
William B. Berlin	Andarko E&P Company, LP	04/07/10	Oil and Gas Lease in	994	812	Tyler County, TX
William B. Gostick	Amarado Oil Company, Ltd.	07/13/07	Oil and Gas Lease in	891	509	Tyler County, TX
William C. Howe	Andarko E&P Company, LP	12/02/09	Oil and Gas Lease in	982	67	Tyler County, TX
William David McKay	Andarko E&P Company, LP	09/29/10	Memorandum of Oil & Gas Lease in	1008	875	Tyler County, TX
William Forrest Pate	Andarko E&P Company, LP	04/19/10	Oil and Gas Lease in	989	581	Tyler County, TX
William Forrest Pate	Etoco	09/27/04	Oil and Gas Lease in	790	906	Tyler County, TX
William Forrest Pate	Andarko E&P Company, LP	06/16/06	Oil and Gas Lease in	847	65	Tyler County, TX
William H. Mc Kenzie, Jr.	Andarko E&P Company, LP	12/16/09	Oil and Gas Lease in	980	913	Tyler County, TX
William Jr. Seale	Andarko E&P Company, LP	09/20/10	Memorandum of Oil & Gas Lease in	1000	780	Tyler County, TX
William Reid Pflugger	Andarko E&P Company, LP	09/29/10	Memorandum of Oil & Gas Lease in	1005	509	Tyler County, TX
Willie Alger Davis	Andarko E&P Company, LP	07/29/09	Oil and Gas Lease in	965	866	Tyler County, TX
Winston Woerheide, by Agent and Attorney-In- Fact for Walter Woerheide	Amarado Oil Company, Ltd.	07/27/09	Memorandum of Oil & Gas Lease in	979	177	Tyler County, TX
Woodland Properties, Lonnie Grissom	Andarko E&P Company, LP	06/30/10	Memorandum of Oil & Gas Lease in	995	475	Tyler County, TX
Woodville Church of Christ	Andarko E&P Company, LP	09/29/10	Memorandum of Oil & Gas Lease in	982	275	Tyler County, TX
Yvonne Lyle Osborne	Andarko E&P Company, LP	04/08/10	Oil and Gas Lease in	988	243	Tyler County, TX
Yvonne Osborne	Amarado Oil Company, Ltd.	11/29/07	Oil and Gas Lease in	909	485	Tyler County, TX

END OF EXHIBIT "A"

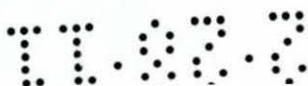


EXHIBIT "B"

Attached to and made a part of that certain Designation of Unit dated December 31, 2010, by and between Anadarko E&P Company LP, as Operator and Amarado Oil Company, Ltd. Et al, as Non-Operator

UNIT AREA DESCRIPTION

STRYKER UNIT

A CALLED 705.3434 ACRE GAS UNIT

BEING a called 705.3434 acre gas unit located in the Josiah Wheat Survey, Abstract 657, Harman Lewis Survey, Abstract 433 and the Edward T. Nolan Survey, Abstract 490, all in Tyler County, Texas, and being more particularly described as follows:

BEGINNING at the Northwest corner of the Harman Lewis Survey, Abstract 433, same being the Northeast corner of the Jeremiah Falvey Survey, Abstract 278, and also being on the South line of the Elijah F. Hanks Survey, Abstract 20, point for corner ;

THENCE North 87°30' East a distance of 3360 feet to a point for corner, same being the Northeast corner of the Harman Lewis Survey and also being the Northwest corner of the Edward T. Nolan Survey, Abstract 490 ;

THENCE South 03°19' East a distance of 1553.5 feet to a point for corner;

THENCE South 56°15' East a distance of 273.9' feet to a point for corner;

THENCE South 40°13" West a distance of 453.8 feet to a Concrete Monument found for corner;

THENCE South 31°44' West a distance of 192.8 feet to a Concrete Monument found for corner, same being on the North right of way line of US Highway 287;

THENCE with said right of way line, South 55°15' East a distance of 259.8 feet to a concrete monument found for corner;

THENCE South 03°19' East a distance of 148.9 feet to a point for corner, same being on the South right of way line of US Highway 287;

THENCE South 55°15' East a distance of 123.9 feet to a point for corner;

THENCE South 34°12' West a distance of 351.5 feet to a point for corner;

THENCE South 55°55' East a distance of 560.5 feet to a ½" Iron Rod found for corner;

THENCE South 34°29' West a distance of 79.8 feet to a ½" Iron Rod found for corner;

THENCE South 08°00' West a distance of 54.5 feet to a ½" Iron Rod found for corner;

THENCE South 04°08' East a distance of 247.8 feet to a 5/8" Iron Rod found for corner;

THENCE North 86°39' East a distance of 37.8 feet to a point for corner;

THENCE South 02°34' East a distance of 113.6 feet to a point for corner;

THENCE South 82°55' West a distance of 522.70 feet to a point for corner;

THENCE South 54°30' West a distance of 239.5 feet to a point for corner;

THENCE South 18°55' East a distance of 34.3 feet to a point for corner;

THENCE South 06°03' East a distance of 100.00 feet to a point for corner;

THENCE South 86°12' West a distance of 177.5 feet to a point for corner;

THENCE South 03°20' East a distance of 1261.3 feet to a point for corner;



THENCE South 20°32' East a distance of 194.0 feet to a point for corner;

THENCE South 02°31' East a distance of 227.4 feet to a point for corner;

THENCE South 85°37' West a distance of 68.7 feet to a point for corner;

THENCE South 04°07' East a distance of 136.7 feet to a Concrete Monument found for corner, same being on the North right of way line of West Dogwood Street;

THENCE South 04°27' East a distance of 40.1 feet to a Concrete Monument found for corner, same being on the South right of way line of West Dogwood Street;

THENCE South 03°46' East a distance of 137.5 feet to a point for corner;

THENCE South 04°00' East a distance of 596.3 feet to a 1/2" Iron Rod found for corner, same being on the North right of way line of US Highway 190;

THENCE South 36°46' East a distance of 101.3 feet to a point for corner, same being on the South right of way line of US Highway 190;

THENCE South 04°57' East a distance of 309.3 feet to a 5/8" Iron Rod found for corner;

THENCE South 04°31' East a distance of 76.4 feet to a 5/8" Iron Rod found for corner;

THENCE North 87°56' East a distance of 89.1 feet to a 5/8" Iron Rod found for corner;

THENCE South 11°42' East a distance of 41.6 feet to a point for corner;

THENCE South 25°28' East a distance of 117.6 feet to a point for corner;

THENCE South 27°07' East a distance of 116.7 feet to a Concrete Monument found for corner;

THENCE South 74°27' East a distance of 75.2 feet to a point for corner, same being on the West right of way line of South Beech Street;

THENCE with said right of way line, South 00°23' East a distance of 55.2 and South 19°42' West a distance of 96.1 feet to a point for corner, same being on the North right of way line of West Holly Street;

THENCE with said right of way line, North 89°03' West a distance of 269.0 feet to a 1/2" Iron Rod found for corner;

THENCE South 54°18' East a distance of 42.8 feet to a PK Nail found for corner;

THENCE South 01°08' East a distance of 143.7 feet to a Concrete Monument found for corner;

THENCE South 00°23' East a distance of 92.8 feet to a point for corner;

THENCE South 01°08' East a distance of 649.4 feet to a point in the centerline of South Beech Street;

THENCE with said centerline, South 03°42' East a distance of 921 feet to a point for corner;

THENCE South 86°32' West a distance of 259.5 feet to a 5/8" Iron Rod found for corner;

THENCE South 86°40' West a distance of 2870.3 feet to a 1" Iron Pipe found for corner; same being on the West line of the Josiah Wheat Survey, Abstract 657 and the East line of the I. & G. N. R.R. Survey, Abstract 398;

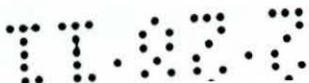
THENCE with said lines, North 04°01' West a distance of 813.7 to a 1/2" Iron Rod found for corner;

THENCE North 02°49" West a distance of 208.4 to a 5/8" Iron Rod found for corner;

THENCE North 02°10' West a distance of 734.0 feet to a Concrete Monument found for corner;

THENCE North 04°22' West a distance of 522.1 feet to a Concrete Monument found for corner;

THENCE North 04°54' West a distance of 442 feet to a Concrete Monument found for corner;



THENCE North 03°04' West a distance of 4010.7 feet to a Concrete Monument found for corner, same being the Northwest corner of the Josiah Wheat Survey, Abstract 657 and the Northeast corner of the I. & G. N. R.R. Survey and also being on the South line of the Jeremiah Falvey Survey, Abstract 278;

THENCE North 87°32' East a distance of 314.5 feet to a Concrete Monument found for corner, same being the Southeast corner of the Jeremiah Falvey Survey and the Southwest corner of the Harman Lewis Survey, Abstract 433 and on the North line of the Josiah Wheat Survey, Abstract 657;

THENCE with said division line of the Falvey and Lewis Surveys, North 03°00' West a distance of 2602.9 to the **PLACE OF BEGINNING** and containing a called 705.3434 acres of land.

END OF EXHIBIT "B"

EXHIBIT "C"
 Attached to and made a part of that certain Designation of Unit dated
 December 31, 2010, by and between Anadarko E&P Company LP, as Operator
 and Amarado Oil Company, Ltd. Et al, as Non-Operator

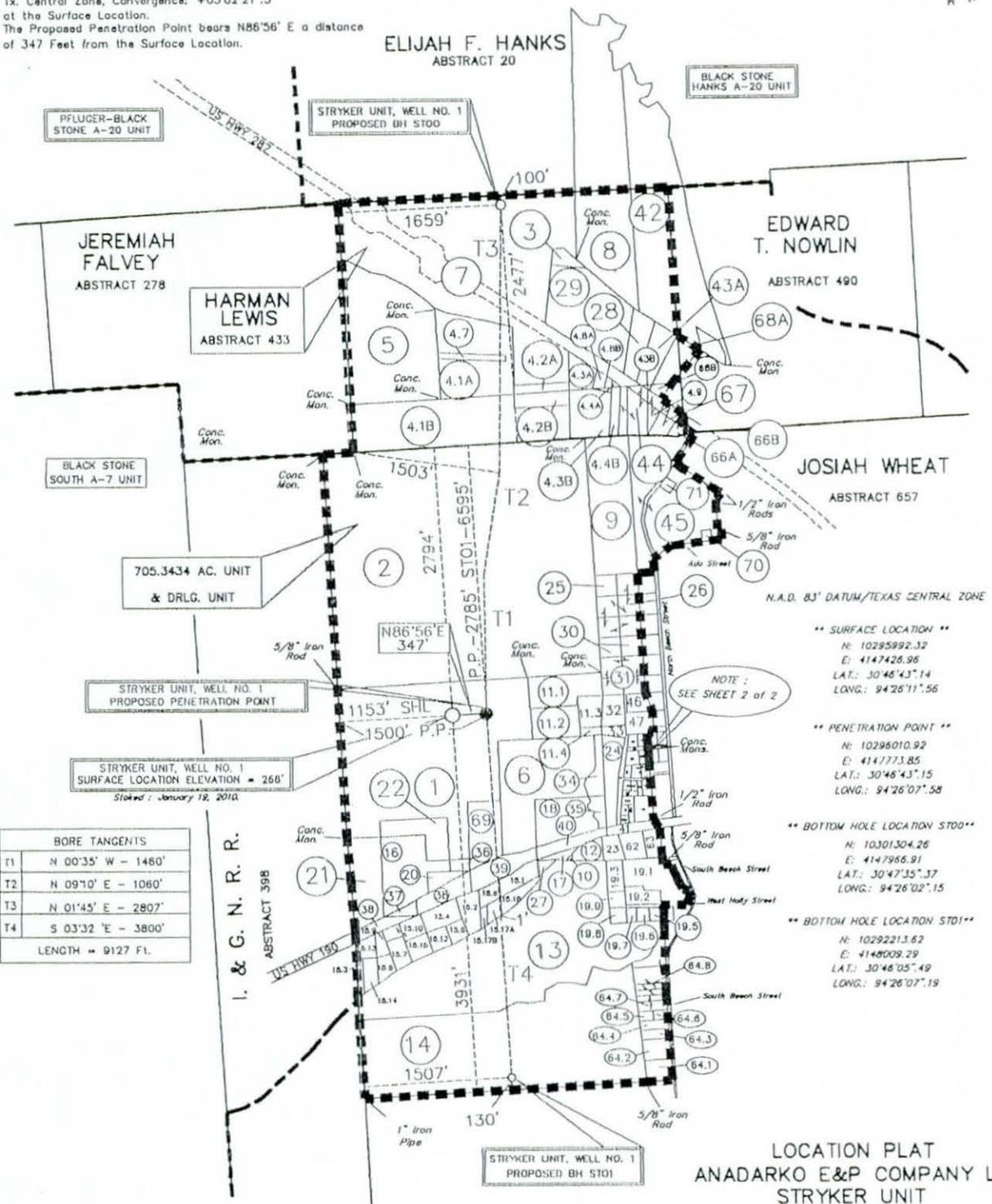
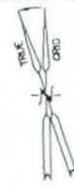
STRYKER UNIT

SHEET 1 OF 2

+03'02"21".3

**** NOTES ****

This plat does not represent a boundary survey.
 Acres shown hereon are deed called or
 calculated from deeds furnished by others.
 Monumentation shown hereon was found.
 Surface Location ties are shown from the
 location staked 06/24/10.
 The Bearing Base is "GRID", N.A.D. 83' Datum.
 Tx. Central Zone, Convergence: +03'02"21".3
 at the Surface Location.
 The Proposed Penetration Point bears N88°56' E a distance
 of 347 Feet from the Surface Location.



BORE TANGENTS	
T1	N 00°35' W - 1450'
T2	N 09°10' E - 1060'
T3	N 01°45' E - 2807'
T4	S 03°32' E - 3800'
LENGTH = 9127 FT.	

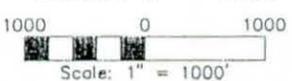
**** SURFACE LOCATION ****
 N: 10295992.32
 E: 4147426.96
 LAT: 30°48'43".14
 LONG: 94°26'11".56

**** PENETRATION POINT ****
 N: 10296010.92
 E: 4147733.85
 LAT: 30°48'43".15
 LONG: 94°26'07".58

**** BOTTOM HOLE LOCATION ST00 ****
 N: 10301304.26
 E: 4147966.91
 LAT: 30°47'35".37
 LONG: 94°26'02".15

**** BOTTOM HOLE LOCATION ST01 ****
 N: 10292213.62
 E: 4148009.29
 LAT: 30°48'05".49
 LONG: 94°26'07".19

LOCATION PLAT
 ANADARKO E&P COMPANY LP
 STRYKER UNIT
 WELL NO. 1
 TYLER COUNTY, TEXAS
 SCALE: 1" = 1000'



WALKER & ASSOCIATES SURVEYING, INC.
 TYLER, TEXAS PH: 903-534-9000

I, Dennis H. Walker, Registered Professional Land Surveyor do hereby state
 that this plat was prepared from a partial survey and from public record
 information and is true and correct to the best of my knowledge.
 GIVEN UNDER MY HAND AND SEAL, this the 15th day of July, 2010.

By: *Dennis H. Walker*
 Dennis H. Walker
 Registered Professional Land Surveyor
 State of Texas No. 2117



Revised 12-08-2010
 Revised 08-05-2010

Surface Location Well No. 1 is located
 Northwest 1.8 miles from Woodville
 "WOODVILLE" Quadrangle

KWC

9615



FILED FOR RECORD
AT 11:00 O'CLOCK A M
ON THE 13 DAY OF Jan
A.D., 2011.
Vol. 1011 Page 758
In the 08 Records

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



STATE OF TEXAS
COUNTY OF TYLER

OFFICIAL PUBLIC
RECORD

I hereby certify that this instrument was FILED
on the date and at the time stamped hereon by
me and was duly RECORDED in the Volume
and Page of the named RECORDS of Tyler
County, Texas, as stamped hereon by me.

Donece Gregory
COUNTY CLERK, TYLER COUNTY, TEXAS
Sandra Decker
DEPUTY

Donece Gregory
COUNTY CLERK
TYLER COUNTY, TEXAS

FILED BY & RETURN TO:
Dan Orbeck & Associates
120 S. Charlton Street
Woodville, Texas 75979
Bill To: 41654 N. West Woodville
FILED BY: R. Decker

11.03.11

11.

File No. MF 110643
Resignation of Stryker
App # 4985
 Date Filed: Dec 17/31/10
 Jerry E. Patterson, Commissioner
 By: [Signature]

55.11

From: Beverly Boyd
To: Elliott, David
Date: 5/11/2011 2:02 PM
Subject: RE: Stryker Unit - Tyler Co - MF110643, Unit #4985

that would be great, I'll go ahead and get this reworked using your calculations. Fax 512-475-1543 or PDF will be fine.

>>> "Elliott, David" <David.Elliott@anadarko.com> 5/11/2011 1:58 PM >>>
Beverly - We still doing the setup since there are over 100 tracts and many owners. I'll send you the division order once I finish setting up the unit.

I can send you the pertinent title opinion pages by fax or as a PDF attachment if you like.

David

David Elliott, CDOA
Sr. Staff Division Order Analyst
Land Administration
Anadarko Petroleum Corporation
832-636-2920 W
832-636-5095 FAX
Email: david.elliott@anadarko.com

UNLESS OTHERWISE STATED OR OBVIOUS, THIS E-MAIL AND ALL OF ITS ATTACHMENTS ARE LEGALLY PRIVILEGED, CONFIDENTIAL AND SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE AND/OR WORK PRODUCT EXEMPTION REGARDING THE REFERENCED MATTER. IF YOU ARE NOT AN INTENDED RECIPIENT, PLEASE DESTROY ALL ELECTRONIC AND PRINTED COPIES OF THIS MESSAGE AND ITS ATTACHMENTS.

-----Original Message-----

From: Beverly Boyd [<mailto:Beverly.Boyd@GLO.STATE.TX.US>]
Sent: Wednesday, May 11, 2011 1:53 PM
To: Elliott, David; Lannie Stimson; Ronald Widmayer
Cc: Kinder, Libby
Subject: Stryker Unit - Tyler Co - MF110643, Unit #4985

Mr. Elliott,

Thanks so much for the phone call. The application we received did not reflect the mineral reservation. Without additional information we can only work with what we have. It's not a problem, we will adjust the entry here, adjusting for surveyed unit and the mineral interest reserved. We do not have a division order for this unit, could you email or hard copy mail that to me. If we have the division order we can know ahead of time if we have a discrepancy and will contact you.

I will reprocess the unit using the same unit number.

Thanks,
Beverly Boyd
Energy Resources
Mineral Leasing

Anadarko Confidentiality Notice: This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. If you have received this communication in error, please immediately notify sender by return e-mail and destroy the communication. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachments by anyone other than the named recipient is strictly prohibited.

Carl Bonn - Stryker Unit Tyler County - State of TX - Plats 1 & 2

MF110643

Tyler Co

From: "Elliott, David" <David.Elliott@anadarko.com>
To: <carl.bonn@glo.texas.gov>
Date: 5/9/2011 8:35 AM
Subject: Stryker Unit Tyler County - State of TX - Plats 1 & 2
CC: "Dumesnil, Donna" <Donna.Dumesnil@anadarko.com>, "Kinder, Libby" <Libby.Kinder@anadarko.com>, "Lawton, Michele" <Michele.Lawton@anadarko.com>
Attachments: State of TX Plat 2.pdf; State of TX Plat 1.pdf



Carl

Here's the plats we discussed this morning.

<<State of TX Plat 2.pdf>> <<State of TX Plat 1.pdf>>

Dave

David Elliott, CDOA
 Sr. Staff Division Order Analyst
 Land Administration
 Anadarko Petroleum Corporation
 832-636-2920 W
 832-636-5095 FAX
 Email: david.elliott@anadarko.com

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From: Lannie Stimson
To: Beverly Boyd
Date: 5/2/2011 4:14 PM
Subject: Fwd: Stryker Unit (Unit # 4985) MF 110643 HROW
Attachments: State of TX Stryker Unit Unit NRI.xls

Beverly,
 Could you take a look at this one. It appears we have a discrepancy on the NRI.
 Thanks.
 Lannie

>>> "Kinder, Libby" <Libby.Kinder@anadarko.com> 5/2/2011 10:56 AM >>>

Hi Lannie,
 I ran your Royalty Data Set-up past our Land Department and we have some differences. Per the attached worksheet from our Land Department, the GLO's Tract factor should be .1377033 with a NRI of .00344258 versus the .003230271 NRI on the Royalty Data Sheet that you provided me with earlier. We had first sales in March 2011 on this lease so I plan to pay the GLO on the report due April 5. Please confirm if you agree with the calculations from our Land Department. Thanks so much for all your help. It is always much appreciated.
 Libby Kinder
 (832) 636-7678

From: Elliott, David
Sent: Monday, May 02, 2011 10:17 AM
To: Kinder, Libby; Dumesnil, Donna
Cc: Lawton, Michele; Zurowski, Terri; Chase, Laurie
Subject: FW: State of TX Stryker Unit Unit NRI.xls
 Our differences with the State of TX is in Lease tracts 1,2,3 State of TX only owns 93.75% share and lease tracts 4,5 State of TX owns 100% but our as-drilled unit plat increased the acreage in the tracts to that shown in the last 2 tracts (1.63 in the lease vs 1.931 in the ownership spreadsheet & unit plat & .82 in the lease vs .849 in the ownership spreadsheet & unit tract).
 David Elliott, CDOA
 Sr. Staff Division Order Analyst
 Land Administration
 Anadarko Petroleum Corporation
 832-636-2920 W
 832-636-5095 FAX
 Email: david.elliott@anadarko.com

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From: Elliott, David
Sent: Monday, May 02, 2011 9:37 AM
To: Kinder, Libby; Dumesnil, Donna
Cc: Zurowski, Terri

Subject: State of TX Stryker Unit Unit NRI.xls

<<State of TX Stryker Unit Unit NRI.xls>>

Here's the calculations.

David

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	Unit Min Int ownership		Royalty	Unit NRI Int ownership
\$350.00		\$215.58	25.00%	
\$350.00		\$1,325.95	25.00%	
\$350.00		\$884.95	25.00%	
		\$0.00		
		\$0.00		
705.34340000	0.01377033	\$0.00	25.00%	0.00344258

From Broker Report

Spreadsheet for State of Texas

Tract				Gross Acres	Net Acres			
37	J. Wheat	State of Texas, Stephen F. Austin Building, 1700 North Congress, Austin, TX 78701	APC	0.6570	0.6159	0.93750000	93.7500%	0.6159
38	J. Wheat	State of Texas, Stephen F. Austin Building, 1700 North Congress, Austin, TX 78701	APC	4.0410	3.7884	0.93750000	93.7500%	3.7884
39	J. Wheat	State of Texas, Stephen F. Austin Building, 1700 North Congress, Austin, TX 78701	APC	2.6970	2.5284	0.93750000	93.7500%	2.5284
40	J. Wheat	State of Texas, Stephen F. Austin Building, 1700 North Congress, Austin, TX 78701	APC	1.9310	1.9310	1.00000000	100.0000%	1.9310
41	J. Wheat	State of Texas, Stephen F. Austin Building, 1700 North Congress, Austin, TX 78701	APC	0.8490	0.8490	1.00000000	100.0000%	0.8490
								9.7128

Deed
1.63

0.820

9.7127

SHEET 2 OF 2

+03'02'21".3

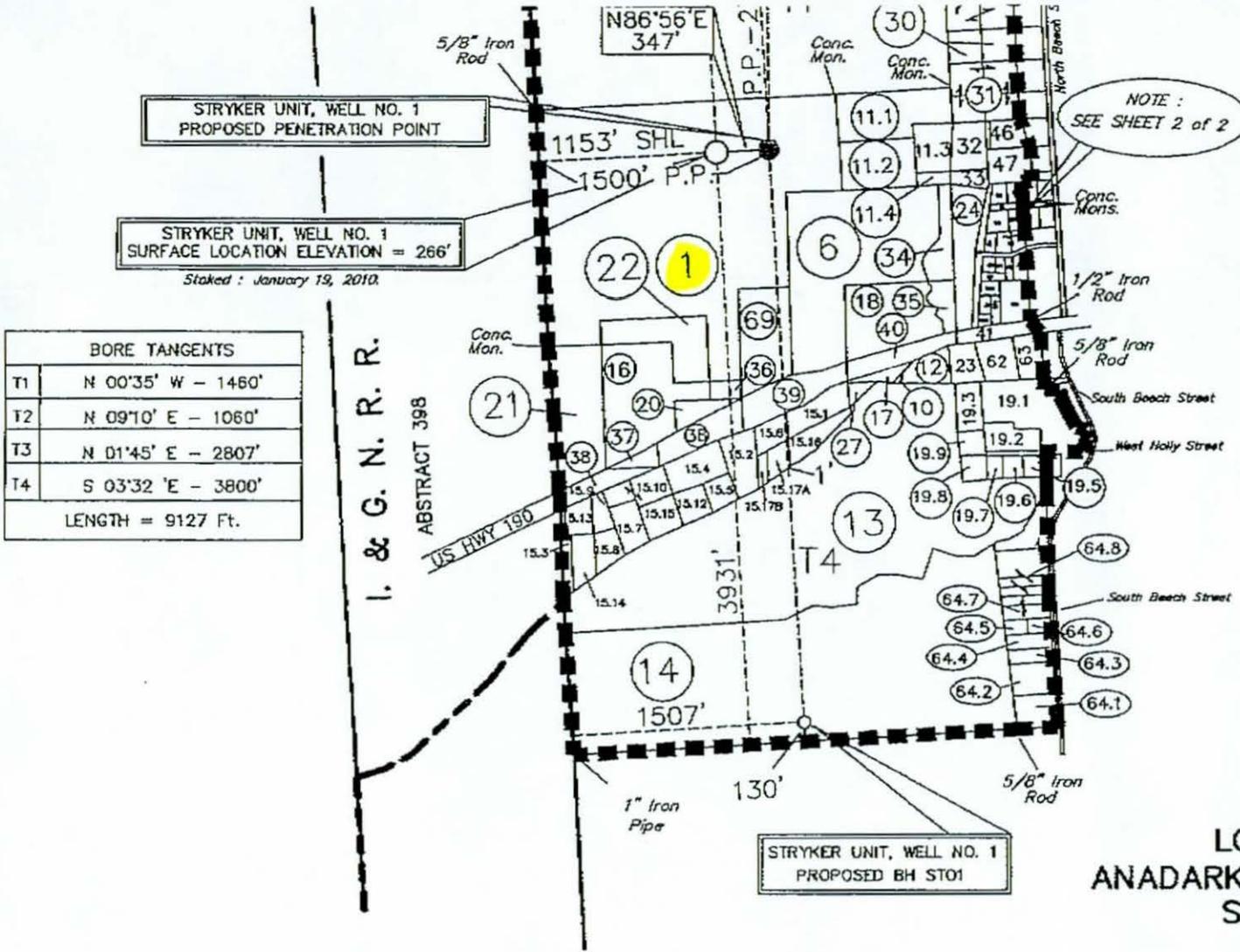


1	- CALLED 58.753 ACRES	AMANDA FEAGIN STRYKER REICHE, et al	25	- CALLED 1.00 ACRES	ROBERT BEST, et al
2	- CALLED 149.50 ACRES	BILLY SUTTON, et al	26	- CALLED 5.00 ACRES	BILLY SUTTON, et al
3	- CALLED 0.99 ACRES	HAROLD G. PRITCHARD, et al	27	- CALLED 0.358 ACRES	THOMAS SWEARINGEN
4.1A	- CALLED 13.708 ACRES	JIMMY HUGHES CRUSE, et ux, et al	28	- CALLED 3.114 ACRES	LINDA PATE HOLDEN, et al
4.1B	- CALLED 23.105 ACRES	JIMMY HUGHES CRUSE, et ux, et al	29	- CALLED 15.37 ACRES	LINDA PATE HOLDEN, et al
4.2A	- CALLED 1.11 ACRES	OTHO SUMNER, et ux	30	- CALLED 2.00 ACRES	BILLY SUTTON, et al
4.2B	- CALLED 1.68 ACRES	OTHO SUMNER, et ux, et al	31	- CALLED 4.00 ACRES	L.D. GRIFFIN, et ux
4.3A	- CALLED 1.874 ACRES	ERNEST TESTER, et ux	32	- CALLED 1.3573 ACRES	MARGIE CARR COLLIER, et al
4.3B	- CALLED 4.63 ACRES	ERNEST TESTER, et ux, et al	33	- CALLED 0.67 ACRES	MADELINE W. COLLINS, et al
4.4A	- CALLED 0.084 ACRES	JIMMY HUGHES CRUSE et ux	34	- CALLED 1.62 ACRES	LISA COFFEY OLIVER, et al
4.4B	- CALLED 1.033 ACRES	JIMMY HUGHES CRUSE et ux, et al	35	- CALLED 1.012 ACRES	LISA COFFEY OLIVER, et al
4.7	- CALLED 1.00 ACRES	BELA NAGYPAL	36	- CALLED 0.60 ACRES	SUTTON AND COMPANY, et al
4.8A	- CALLED 0.588 ACRES	TROY STEVEN PARKER	37	- CALLED 0.857 ACRES	STATE OF TEXAS
4.8B	- CALLED 0.133 ACRES	TROY STEVEN PARKER, et al	38	- CALLED 4.041 ACRES	STATE OF TEXAS
4.9	- CALLED 1.263 ACRES	VIVIAN PAGE, et al	39	- CALLED 2.697 ACRES	STATE OF TEXAS
5	- CALLED 27.0125 ACRES	TMT MINERAL TRUST, et al	40	- CALLED 1.931 ACRES	STATE OF TEXAS
6	- CALLED 18.461 ACRES	MARY LOUISE TOPPIN, et al	41	- CALLED 0.849 ACRES	STATE OF TEXAS
7	- CALLED 70.00 ACRES	YVONNE LYLE OSBORNE, et al	42	- CALLED 12.269 ACRES	JAMES W. GAINERY, et al
8	- CALLED 13.406 ACRES	HEIRS & ASSIGN. OF W. F. PATE, et al	43A	- CALLED 3.048 ACRES	LINDA PATE HOLDEN, et al
9	- CALLED 14.700 ACRES	RONNIE RICHARDSON, et al	43B	- CALLED 0.088 ACRES	LINDA PATE HOLDEN, et al
10	- CALLED 0.05 ACRES	TYLER COUNTY HERITAGE SOCIETY	44	- CALLED 2.83 ACRES	JIMMY HUGHES CRUSE, et ux, et al
11.1	- CALLED 4.9065 ACRES	BILLY SUTTON, et al	45	- CALLED 22.227 ACRES	ELEANOR M. HOLDERMAN, et ux, et al
11.2	- CALLED 3.549 ACRES	BILLY SUTTON, et al	46	- CALLED 0.985 ACRES	BILLY SUTTON, et al
11.3	- CALLED 0.9435 ACRES	BILLY SUTTON, et al	47	- CALLED 1.75 ACRES	BILLY N. CARDS, et ux, et al
11.4	- CALLED 0.48 ACRES	BILLY SUTTON, et al	48	- CALLED 0.922 ACRES	CITY OF WOODVILLE
12	- CALLED 1.33 ACRES	ENTERGY OF TEXAS	49	- CALLED 0.199 ACRES	CITY OF WOODVILLE
13	- CALLED 52.39 ACRES	LOYD FORTENBERRY, et al	50	- CALLED 0.32 ACRES	TERRY K. ROBERT, et al
14	- CALLED 60.518 ACRES	FRANK R. LINDSEY, JR.	51	- CALLED 0.282 ACRES	TERRY K. ROBERT, et al
15.1	- CALLED 1.425 ACRES	DENNY EAVES, et al	52	- CALLED 0.402 ACRES	TERRY K. ROBERT, et al
15.2	- CALLED 1.75 ACRES	HELEN GRAMMER	53	- CALLED 0.298 ACRES	TERRY K. ROBERT, et al
15.3	- CALLED 0.60 ACRES	HELEN GRAMMER	54	- CALLED 0.715 ACRES	TERRY K. ROBERT, et al
15.4	- CALLED 2.00 ACRES	HEIRS OF H.M. ADAMS, et al	55	- CALLED 0.209 ACRES	TERRY K. ROBERT, et al
15.5	- CALLED 0.81 ACRES	THE PROTESTANT EPISCOPAL CHURCH, et al	56	- CALLED 0.25 ACRES	TERRY K. ROBERT, et al
15.6	- CALLED 0.90 ACRES	UNITED PENTECOSTAL CHURCH, et al	57	- CALLED 0.217 ACRES	TERRY K. ROBERT, et al
15.7	- CALLED 1.02 ACRES	J.B. LININGER, et al	58	- CALLED 0.32 ACRES	TERRY K. ROBERT, et al
15.8	- CALLED 0.80 ACRES	DARYL WARD, et al	59	- CALLED 1.081 ACRES	TERRY K. ROBERT, et al
15.9	- CALLED 0.622 ACRES	ROBERT RAILY, et al	60A	- CALLED 0.423 ACRES	JOYCE B. WILSON, et al
15.10	- CALLED 2.01 ACRES	WOODVILLE CHURCH OF CHRIST, et al	60B	- CALLED 0.272 ACRES	JOYCE B. WILSON, et al
15.12	- CALLED 1.01 ACRES	BUTCH HERRING, et al	61	- CALLED 0.213 ACRES	JOYCE B. WILSON, et al
15.13	- CALLED 1.00 ACRES	MICHEAL G. MURPHY, et al	62	- CALLED 1.60 ACRES	CARLA W.J. BROWN, et al
15.14	- CALLED 1.00 ACRES	HELEN GRAMMER	63	- CALLED 1.134 ACRES	HELEN GRAMMER
15.15	- CALLED 1.06 ACRES	LEGACY MINERALS, LTD.	64.1	- CALLED 1.351 ACRES	WHEAT MINERAL TRUST, et al
15.16	- CALLED 1.425 ACRES	DENNY EAVES, et al	64.2	- CALLED 1.351 ACRES	WHEAT MINERAL TRUST, et al
15.17A	- CALLED 0.80 ACRES	DENNY EAVES, et al	64.3	- CALLED 0.674 ACRES	WHEAT MINERAL TRUST, et al
15.17B	- CALLED 0.30 ACRES	COMPASS BANK	64.4	- CALLED 0.674 ACRES	WHEAT MINERAL TRUST, et al
16	- CALLED 9.17 ACRES	BILLY SUTTON, et al	64.5	- CALLED 0.335 ACRES	WHEAT MINERAL TRUST, et al
17	- CALLED 0.516 ACRES	MAXIE YOUNG	64.6	- CALLED 0.335 ACRES	WHEAT MINERAL TRUST, et al
18	- CALLED 5.894 ACRES	DENISE L. WEGLEY, et vir	64.7	- CALLED 1.131 ACRES	SAM J. ALDERETE, JR.
18.1	- CALLED 4.747 ACRES	CITY OF WOODVILLE	64.8	- CALLED 3.603 ACRES	SAM J. ALDERETE, JR.
19.2	- CALLED 1.408 ACRES	VIRGINIA BAKER, et al	65	- CALLED 0.1706 ACRES	TERRY K. ROBERT, et al
19.3	- CALLED 1.30 ACRES	PEGGY GRAMMER, et al	66A	- CALLED 0.526 ACRES	CARL D. POPE, et al
19.5	- CALLED 0.267 ACRES	VIRGINIA BAKER, et al	66B	- CALLED 0.08 ACRES	CARL D. POPE, et al
19.6	- CALLED 0.439 ACRES	VIRGINIA BAKER, et al	67	- CALLED 1.409 ACRES	CARL D. POPE, et al
19.7	- CALLED 0.36 ACRES	JEFFREY S. HENSARLING, et ux, et al	68A	- CALLED 2.658 ACRES	WILLIAM FORREST PATE, et al
19.8	- CALLED 0.63 ACRES	DONALD TOLBERT, et al	68B	- CALLED 0.456 ACRES	WILLIAM FORREST PATE, et al
19.9	- CALLED 0.65 ACRES	CLAYTIE LEE CLOW, et al	69	- CALLED 5.051 ACRES	STRYKER OIL, GAS AND TIMBER COMPANY, LLC
20	- CALLED 1.10 ACRES	DR. L. GAYLE BURTON, et al	70	- CALLED 0.275 ACRES	SHIRLEY W. JORDAN, et al
21	- CALLED 5.82 ACRES	AMANDA STRYKER REICHE, et al	71	- CALLED 0.298 ACRES	SHIRLEY W. JORDAN, et al
22	- CALLED 4.45 ACRES	DR. L. GAYLE BURTON, et al			
23	- CALLED 0.83 ACRES	CITY OF WOODVILLE			
24	- CALLED 3.492 ACRES	SUSAN R. HOFF, et al			

~~9.4109~~
called limit Ac

705.3434 TOTAL CALLED ACRES IN UNIT & DRLG. UNIT

1 (48) 31



**** SURFACE LOCATION ****
 N: 10295992.32
 E: 4147426.96
 LAT.: 30°46'43".14
 LONG.: 94°26'11".56

**** PENETRATION POINT ****
 N: 10296010.92
 E: 4147773.85
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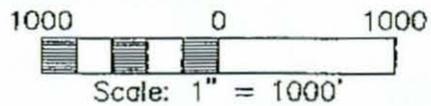
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**** BOTTOM HOLE LOCATION ST01****
 N: 10292213.62
 E: 4148009.29
 LAT.: 30°46'05".49
 LONG.: 94°26'07".19

NOTE:
 SEE SHEET 2 of 2

BORE TANGENTS	
T1	N 00°35' W - 1460'
T2	N 09°10' E - 1060'
T3	N 01°45' E - 2807'
T4	S 03°32' E - 3800'
LENGTH = 9127 Ft.	

**LOCATION PLAT
 ANADARKO E&P COMPANY LP
 STRYKER UNIT
 WELL NO. 1
 TYLER COUNTY, TEXAS
 SCALE: 1" = 1000'**



Surface Location Well No. 1 is located
 Northwest 1.8 miles from Woodville
 "WOODVILLE" Quadrangle

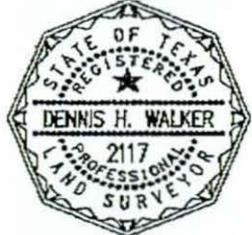
WALKER & ASSOCIATES SURVEYING, INC.
 TYLER, TEXAS PH: 903-534-9000

I, Dennis H. Walker, Registered Professional Land Surveyor do hereby state that this plat was prepared from a partial survey and from public record information and is true and correct to the best of my knowledge.

GIVEN UNDER MY HAND AND SEAL, this the 15th day of July, 2010.

By: *Dennis H. Walker*

Dennis H. Walker
 Registered Professional Land Surveyor
 State of Texas No. 2117



Revised 12-08-2010
 Revised 08-05-2010

KWG

~~###~~

File No. MF110643

Email for Storyline Unit

Date Filed: 5-11-11

Jerry E. Patterson, Commissioner

By B Bayd

MF 110643

ANADARKO E & P COMPANY LP

DIVISION ORDER

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE

AUSTIN, TX 78701-1436

Venture Number: 214745
Property Number: 1095566
Property Name: STRYKER UNIT 1
Product: All Products
Status: NOT APPLICABLE
County/State: TYLER/ TX
Effective Date: DATES OF FIRST SALES
Owner Number: RV45678204 - STATE OF TEXAS
Interest Amt/Type: 0.00344258 / RI
Unit Description:
STRYKER UNIT WELL NO. 1 BEING A 705.3434 ACRE UNIT
M/L LOCATED IN THE HARMAN LEWIS SURVEY, ABS 433; EDWARD
T. NOWLIN SURVEY ABS 490; I&GNRR SURVEY ABS 398 AND
JOSIAH WHEAT SURVEY ABS 657, ALL IN TYLER COUNTY, TEXAS.

RRC 3

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by ANADARKO E & P COMPANY LP (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100, or Sept. 30 whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Note: NADOA Model Form Division Order (Adopted 9/95)

STATE OF TEXAS
GENERAL LAND OFFICE

*Tax ID [REDACTED]
**Tax ID #

Signature of Witness

Owner Signature/Corporate Title

Owner Address (if different from above)

Signature of Witness

Owner Signature/Corporate Title

City, State Zip Code

512-463-6521

Owner Daytime Phone

* Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.
**Insert Tax ID number for all individual parties listed above in the Name and Address box

Return to: ANADARKO E & P COMPANY LP
P.O. Box 1330
Houston, TX 77251-9874
1-800-359-1692

PLEASE RETURN

Date Prepared: March 21, 2012
Prepared by: David Elliott
Susp: N

File No. 110443

DIVISION ORDER

Date Filed: 03/26/12
Jerry E. Patterson, Commissioner

By 

MF 110643
unit 4985



ZARVONA
ENERGY

OIL AND GAS DIVISION ORDER

To: Zarvona Energy LLC / The Salient Zarvona Energy Fund, L.P.
1010 Lamar Street, Ste. 500
Houston, Texas 77002

Date: September 14, 2016

Property Number: Zarvona Property No. 8162
Property Name: Stryker Unit
Operator: Zarvona Energy LLC
County and State: Tyler County, Texas

Effective From Date of First Sales

Lease/Well Name 457-30761

<u>Lease/Well Name</u>	<u>Land Description</u>	<u>Decimal Interest</u>	<u>Type</u>
Stryker Unit	Unit Designation reflected on Exhibit A.	0.0034425800 ✓	RI

Production: Oil: X Gas: X Other:

Owner Number: 904514
STATE OF TEXAS
OFFICE
1700 N CONGRESS AVENUE
STEPHEN F AUSTIN BLDG
AUSTIN, TX 78701-1436

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Zarvona Energy LLC (hereinafter referred to as "Payor").

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse (company name) any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00 or pay December 31 of each year, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses:

STATE OF TEXAS

✓ Owner(s) Signature(s): BY: _____

Witness: _____

Printed Name: _____

Witness: _____



ZARVONA ENERGY

Social Security ID Number: _____

Owner Daytime Telephone No. _____

Email: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 31% tax withholding and will not be refundable by Payor.

Prepared by: Bob A. Whitworth





September 15, 2016

Dear Royalty Owner

Re: Stryker Unit
Tyler County, Texas

Ladies/Gentlemen,

Zarvona Energy LLC is the current operator of the captioned producing well. The property records in Tyler County, Texas reflect that you have a royalty interest in this well. Therefore, enclosed herein please find two Division Orders, in duplicate, for your review and execution. Please execute the Division Orders in the presence of two witnesses and then return one original of each to our office. The extra copy may be retained for your files. Upon receipt of the fully executed Division Order we can then place this royalty interest in line for payment. Please be sure and provide your social security number and email address on page 2 of the Division Order.

Should you have any questions, please feel free to contact me at (713) 600-0604. Your assistance and cooperation is greatly appreciated.

Yours truly,

Bob A. Whitworth
Land Manager



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 21, 2016

Bob A. Whitworth
Land Manager
Zarvona Energy
1010 Lamar Street, Suite 500
Houston, Texas 77002

Re: State Lease No. MF110643 Stryker Unit 4985

Dear Mr. Whitworth:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF 110643

Division Order county

Date Filed: 11-21-16

George P. Bush, Commissioner

By U.H.